

2024 SURF CAMP CONCESSION AGREEMENT

(La Jolla Shores, #8 & #9 near the Lifeguard Tower)

This CONCESSION AGREEMENT (this “**Agreement**”) is entered into by and between SURF DIVA, INC. (“**Concessionaire**”), and THE CITY OF SAN DIEGO, a California municipal corporation (“**City**”), as of June 1, 2024 (“**Effective Date**”) subject to approval as to form by the San Diego City Attorney.

IN CONSIDERATION OF THE RESPECTIVE PROMISES OF CONCESSIONAIRE AND CITY SET FORTH IN THIS AGREEMENT AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE ACKNOWLEDGED, CONCESSIONAIRE AND CITY AGREE AS FOLLOWS:

1. **PURPOSE.** City owns all of the real property in the City of San Diego underlying each of the thirteen (13) City beach sites (each, a “**Site**” and together, the “**Sites**”), described in Section 42 of **EXHIBIT A** attached to this Agreement and depicted in **EXHIBIT B** attached to this Agreement. Concessionaire and City desire to enter into this Agreement to provide Concessionaire certain limited rights to undertake the Permitted Use (defined in Section 37 of **EXHIBIT A** attached to this Agreement) on the specific Sites identified in Section 3.1 below.

2. **DEFINITIONS.** All defined terms or words indicated by initial capitalization in this Agreement and not specifically defined in the main body of this Agreement are defined in **EXHIBIT A** attached to this Agreement.

3. CONCESSION.

3.1 Concession Sites. Subject to the terms, conditions, and agreements of this Agreement, as of the Effective Date, City licenses, permits, and authorizes Concessionaire to use the following Site(s) on a non-exclusive basis solely for the Permitted Use:

Area/Beach	Sites
La Jolla Shores	#’s 8 & 9 near the Lifeguard Tower

3.2 Personal Rights; Restriction on Transfers. The licenses, permits and authorizations provided by this Agreement are personal to Concessionaire. Concessionaire shall not have any right to make or allow any Transfer without the prior written consent of City, which may be given or withheld in the City’s sole and absolute discretion. Concessionaire acknowledges and agrees that, under the circumstances that this Agreement is entered into by City and Concessionaire and the public nature of the Property, the restrictions in this Agreement on Transfers are reasonable.

3.3 Property’s Primary Use. The primary use of the Property is as open space for public recreational purposes (“**Primary Use**”). The Primary Use is superior to any rights provided under this Agreement. The Permitted Use may not interfere with the Primary Use. Throughout the Term, subject to the terms and conditions of this Agreement, the Site(s) shall have the secondary purpose

of accommodating the Permitted Use to the extent the Permitted Use does not interfere with the Primary Use, including any disruption of safe access to City facilities or adverse impact on the cost of maintaining City facilities. If City determines that the Permitted Use interferes with the Primary Use, City shall Notify Concessionaire and Concessionaire shall have forty-eight (48) hours to eliminate the interference with the Primary Use.

3.4 No Limitation on Other City Use. Nothing contained in this Agreement is intended to limit, restrict, or prohibit City from entering into future agreements with other Persons regarding use of the Property, as long as such other uses do not materially interfere with the Permitted Use on the Site(s).

3.5 No Property Estate or Interest Conveyed. Notwithstanding any provision of this Agreement to the contrary, City and Concessionaire do not intend to convey any estate, easement, or irrevocable interest in real or personal property between them under this Agreement. Nothing in this Agreement shall be construed or interpreted as a conveyance of any estate, easement, or irrevocable interest in any real or personal property. If this Agreement or any provision of this Agreement is finally (after all appeals) construed or interpreted by a court of competent jurisdiction as conveying an estate, easement, or irrevocable interest in real or personal property between City and Concessionaire, then the provision(s) of this Agreement interpreted as conveying any estate, easement, or irrevocable interest in real or personal property between City and Concessionaire shall automatically be null and void, without further action by or Notice to City or Concessionaire.

3.6 Noise. Concessionaire shall not use or permit the use of the Site(s) in any manner that creates or maintains any noise or sound violating San Diego Municipal Code ("SDMC") Chapter 5, Article 9.5.

3.7 Nuisance. Concessionaire shall not create or allow a nuisance, as defined in State Civil Code section 3479, or a violation of Law on the Site(s).

3.8 Competent Management. Throughout the term of this Agreement, Concessionaire will provide competent management of the Concessions and the Sites for the permitted uses to the satisfaction of the City. Concessionaire covenants at all times to operate the Concession for the above-specified purposes and diligently conduct the Concessions to maximize gross revenue.

3.9 Revocable License. This Agreement is not a lease. This Agreement is a license to use City-owned property, and may be revoked by City, in its sole discretion. City will not be obligated for any loss, financial or otherwise, which may be incurred by Concessionaire as a result of the termination or suspension of this Agreement. Concessionaire expressly waives any claim for expense or loss which Concessionaire might incur as a result of City's termination or suspension of this Agreement or for the scheduling of any Special Events pursuant to Section 6.17.B, that conflicts with or prohibits Concessionaire's use the Sites.

3.10 **ACCEPTANCE OF PROPERTY IN AS-IS CONDITION.** CONCESSIONAIRE ACCEPTS ALL PHYSICAL CONDITIONS OF THE PROPERTY, AS OF THE EFFECTIVE DATE, AND RELEASES CITY FROM ALL LIABILITY WHATSOEVER FOR ALL KNOWN OR UNKNOWN CONDITIONS OF THE PROPERTY. CONCESSIONAIRE SHALL ENTER THE PROPERTY FOR THE PERMITTED USE UNDER THIS AGREEMENT, IN THE PROPERTY'S "AS IS," "WHERE IS" AND "SUBJECT TO ALL FAULTS" CONDITION, AS OF THE EFFECTIVE DATE. CONCESSIONAIRE

ACKNOWLEDGES AND AGREES THAT IT IS RELYING SOLELY UPON ITS OWN KNOWLEDGE OR INVESTIGATION OF THE PROPERTY, AS IT DEEMS APPROPRIATE. CONCESSIONAIRE IS NOT RELYING ON ANY STATEMENT OR REPRESENTATION BY ANY CITY PARTY RELATING TO THE CONDITION OF THE PROPERTY. WITHOUT LIMITING THE FOREGOING PROVISIONS OF THIS SECTION 3.11, CITY MAKES NO REPRESENTATION OR WARRANTY AS TO THE PHYSICAL CONDITION OF THE PROPERTY OR WHETHER THE PROPERTY PRESENTLY COMPLIES WITH ANY LAW. WITHOUT LIMITING THE FOREGOING PROVISIONS OF THIS SECTION 3.11, CONCESSIONAIRE, ON BEHALF OF ITSELF AND ITS SUCCESSORS AND ASSIGNS, WAIVES AND RELEASES CITY AND ITS SUCCESSORS AND ASSIGNS FROM ALL COSTS OR EXPENSES WHATSOEVER (INCLUDING LEGAL COSTS), WHETHER DIRECT OR INDIRECT, KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, ARISING FROM OR RELATING TO THE PHYSICAL CONDITION OF THE PROPERTY OR COMPLIANCE OF THE PROPERTY WITH ANY LAW APPLICABLE TO THE PROPERTY. CONCESSIONAIRE EXPRESSLY WAIVES ALL RIGHTS OR BENEFITS AVAILABLE TO IT WITH RESPECT TO THE RELEASES CONTAINED IN THIS SECTION 3.11 UNDER ANY PROVISION OF APPLICABLE LAW PROVIDING THAT 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, INCLUDING STATE CIVIL CODE SECTION 1542. THE PROVISIONS OF THIS SECTION 3.11 SHALL SURVIVE THE TERMINATION DATE.

4. **TERM.** The “**Term**” of this Agreement starts on the Effective Date and ends at 11:59 p.m. on the date of the earliest to occur of the following events (“**Termination Date**”):

4.1 Sixty (60) months from the Effective Date;

4.2 *Concessionaire Notice.* The thirtieth (30th) day after the date Concessionaire both gives City Notice of termination of this Agreement for any reason or no reason and performs all Concessionaire’s obligations under Section 16. Any written notice to this effect will be served in accordance with Section 45 of this Agreement;

4.3 *City Notice.* The thirtieth (30th) day after the date City gives Concessionaire Notice of termination of this Agreement for any reason or no reason;

4.4 *Eminent Domain.* Termination of this Agreement under Section 26;

4.5 *Event of Default.* Following the occurrence of an Event of Default, City giving Concessionaire Notice of termination of this Agreement;

4.6 *Casualty.* Termination of this Agreement under Section 11; or

4.7 *Breach of Warranty.* City termination of this Agreement under Section 40 or Section 51.

5. **FEES.** Concessionaire shall pay monthly the greater of either the Percentage Fee (“Percentage Fee”) or the Minimum Fee (“Minimum Fee”) as described below. In the event that the combined total amount of fees paid by CONCESSIONAIRE during any Agreement Year

equals or exceeds the annual Minimum Fee for that Agreement Year, then CONCESSIONAIRE will only pay the Percentage Fee each subsequent month until either a new Agreement Year begins, or this Agreement ends. This monthly payment shall be made on or before the last day of each calendar month following the calendar month in which the Gross Revenue subject to the Percentage Fee was earned, as part of the consideration to City for permitting Concessionaire to use the Property for the Permitted Use under this Agreement. The first monthly payment shall be made by the last day of the first (1st) full month after the Effective Date, to cover revenue received by Concessionaire in the prior full month. As such, all billing will start on the 1st day of the month following the Effective Date. For example, if the Effective Date is June 1, the first payment will be due no later than July 31 to cover June revenue.

5.1 Percentage Fees. Percentage Fees will consist of sixteen percent (16.00%) of the gross income resulting from the Concession operations permitted under this Agreement during each month of a Year of this Agreement. The City, in its sole discretion, may approve another percentage rate or minimum rate for each other incidental service or operation supplementary to the Permitted Uses stated in Section 6, as may be approved in writing by the City prior to the commencement of any additional service or operation. However, any activity conducted on the Sites without the prior written approval of the City will be subject to the requirements of Section 8.

5.2 Minimum Fee. The annual Minimum Fee established for the first two (2) Years of the Agreement following the Effective Date is \$127,865.74, which is \$10,655.48 on a monthly installment basis. The monthly Minimum Fee is to be paid in monthly installments on or before the last day of the calendar month following the calendar month in which the Gross Revenue subject to the Percentage Fee was earned.

5.3 Minimum Fee Adjustment. Effective at the beginning of the first day of the third and fifth Years of this Agreement ("Adjustment Date"), the annual Minimum Fee will be set at eighty percent (80.00%) of the annual average of the Total Fees Paid under this Agreement for the two (2) Years immediately preceding the Adjustment Date. The annual average of the Total Fees Paid will then be divided by twelve (12) to establish the new monthly Minimum Fee. It is recognized that the adjustments will be calculated by the City upon completion of payments due for the preceding years to determine the amount of the Minimum Fee. Until such calculations are completed, Concessionaire will continue paying the monthly Minimum Fee at the current rate. Any additional fees determined by the adjustment to be due for the months previously paid at the prior rate will be paid to the City within thirty (30) days following written Notice provided pursuant to Section 45 of the Agreement. In no event will the Minimum Fee Adjustment result in a decrease in the Minimum Fee requirement in effect immediately prior to the Adjustment Date. In the event that the Total Fees Paid prior to the Adjustment Date do not exceed the current annual Minimum Fee, the annual Minimum Fee will be increased to one-hundred five percent (105.00%) of the annual Minimum Fee most recently in effect.

5.4 Delinquent Concession Fee. If Concessionaire fails to pay any fees when due, Concessionaire will pay the delinquent fee plus a late fee equal to five percent (5%) of the delinquent fee. If fees remain unpaid more than fifteen (15) days past the due date, the late fee will be increased to ten percent (10%) of the delinquent fee, which Concessionaire will pay in addition to delinquent fee. The parties agree that such late fees are appropriate to compensate the City for loss resulting from delinquent fees, including lost interest opportunities, legal costs, and the cost of servicing the delinquent account.

5.5 Unauthorized Use Charge. Concessionaire will pay to City, as an additional fee, an unauthorized use charge equal to hundred percent (100%) of the Gross Revenue (as defined in Section 5.6) received from any service or use of the Site by Concessionaire that is not a Permitted Use. Such payment is subject to the due date provided in the Agreement for fee payments and the provisions for delinquent or unpaid fees. Neither the existence of such an unauthorized use charge nor the payment of such charge, or any part of it, will constitute an authorization of an unauthorized use, and will not be waiver of any of the City's rights under the Agreement.

5.6 Gross Revenue. "Gross Revenue" as used in this Agreement, will include all income resulting from the Concession operations whether received or to become due; provided, however, that Gross Revenue will not include federal, state, or municipal taxes collected from the Concessionaire and paid over periodically by Concessionaire to a governmental agency accompanied by a tax return or statement as required by law. To be clear, "taxes" do not include any customer fees or surcharges assessed by Concessionaire that are in fact not taxes assessed by a government entity, including the City, and Concessionaire is expressly prohibited from characterizing any such surcharges as "taxes" or implying or stating that the surcharge is being assessed by the City. Any surcharge amounts collected by Concessionaire shall be included in Gross Revenue for purposes of calculating the Percentage Fee. Gross Revenue includes all revenue received by Concessionaire from internet sales (for example, if using a website such as Groupon, Gross Revenue would include all payment received by Concessionaire from a Groupon sale). Possessory interest taxes or other property taxes will not be deducted by Concessionaire in computing Gross Revenue. Gross Revenues will not include refund of deposits. The amount of taxes and refunds will be clearly shown on the books and records of Concessionaire. Any items excluded from Gross Revenue must be separately stated and shown.

The Percentage Fee will be calculated and paid by Concessionaire on the basis of Gross Revenue whether the income is received by Concessionaire or by any of Concessionaire's agents, employees, permittees, or representatives, and all Gross Revenue received by any of Concessionaire's agents, employees, permittees, representatives, or other party as a result of occupancy or operation of the Site will be regarded as Gross Revenue of Concessionaire for the purpose of calculating the Percentage Fee required to be paid by Concessionaire to City, except as may be otherwise specified by this Agreement.

5.6.1 Defined Terms. The following terms are defined for use in this Agreement:

a. Total Fees Paid. The total of all fees paid by Concessionaire to City pursuant to this Section 5 during the specified time period.

b. Gross Receipts. Refers to Gross Revenues.

5.7 Payment Procedure. *Concessionaire will provide City with a correct income statement for the Sites operated by Concessionaire together with a payment of fees on all applicable Gross Receipts in a form selected by City. This income statement will be due to City by the end of the calendar month immediately following the month for which the income statement was generated. The income statement will be signed by Concessionaire and its authorized agent attesting to the accuracy of the income statement. Each statement will include:*

5.7.1 Total Gross Receipts for the subject month itemized as to business categories for which the separate Percentage Fee is established.

5.7.2 *The amount of the Percentage Fee due to City and the manner in which such Percentage Fee was computed and totaled.*

5.7.3 *The accumulated total of all fees previously paid to City for the current Year.*

5.7.4 *Payments in the greater of the two following amounts: The monthly Minimum Fee or the total Percentage Fee due City computed as described in Section 5.*

5.8 Inspection of Records

5.8.1 Records. Concessionaire will at all times during the Term keep or cause to be kept true and complete books, records, and accounts of all financial transactions in the operation of all business activities conducted upon and financial transactions resulting from the use of the Site. The records will be supported by source documents such as sales slips, daily cash register tapes, purchase invoices, tour lists, or other documents as necessary to allow City to easily determine the Gross Revenue. Any retail sales or charges will be recorded by means of cash registers or other comparable devices which display to the customer the amount of the transaction and automatically issue a receipt. The registers will be equipped with devices that lock in sales totals and other transaction numbers and sales details that are not resettable. Totals registered will be read and recorded at the beginning and end of each business day. Regarding admission charges or concession fees, Concessionaire will issue serially numbered tickets for such admission or Concession fees and will keep an adequate record of such tickets, as well as a record of unissued tickets. All retail sales and charges may be recorded by a system other than cash registers or other comparable devices provided such a system is approved by the City.

5.8.2 Financial Statements. *Within sixty (60) days after the end of each Year, Concessionaire will at its sole cost and expense, submit to City a statement in which the total Gross Receipts and the corresponding amounts of Percentage Fees paid to City for the previous Year are classified according to the categories of business established for any Percentage Fees and for any other business conducted on or from the Site. The statement will be signed by Concessionaire and a duly authorized financial representative of Concessionaire attesting to the accuracy thereof, which will be legally binding upon Concessionaire.*

5.8.3 Right to Inspect. All of Concessionaire's books of account, records, and supporting documentation, as described under Section 5.8.1, will be kept for at least five (5) years and made available to City in one location within the City of San Diego. These books and records must be maintained separately from all other accounts not relating to the Site. The City, at its discretion, will have the right to inspect and audit the business of Concessionaire, its agents, representatives and permittees operating on, and in connection with, the Site as necessary and appropriate for City to determine the amounts of concession fees due City in compliance with the requirements of this Agreement. At City's request, Concessionaire will promptly provide, at Concessionaire's expense, any necessary data to enable City to fully comply with all requirements of the state and federal government for Agreement information or reports concerning the Concessions. Such data will include, if required, a detailed breakdown of Concessionaire's receipts and expenses.

5.8.4 Audit Cost. The full cost of the City's audit(s) will be borne by City unless one or both of the following conditions exists, in which case Concessionaire agrees to pay City's cost of audit(s):

a. The audit(s) reveal an underpayment of more than five percent (5.00%) or more than \$5,000, whichever is less, between fees due as reported and paid by Concessionaire pursuant to this agreement and fees due as determined by the audit(s); or

b. Concessionaire has failed to properly maintain complete and true books, records, accounts, and supporting documents in strict accordance with this section.

5.8.5 Any fee deficiency determined by the audit will be considered a delinquent fee, subject to all penalties and remedies provided to City for delinquent Concession fees under Section 5.3. City will credit any overpayment by Concessionaire determined by the audit, without interest, against future fees due under this Agreement. If no future fees are due under this Agreement, City will refund Concessionaire any overpayment determined by the audit, without interest, within sixty (60) days after City's certification of the audit.

5.9 Default. Concessionaire's failure to keep complete and accurate records by means of double-entry bookkeeping and failure to make them available for City inspection is, like all other failures to comply with covenants of this Agreement, a material breach of this Agreement and good cause for termination.

5.10 Payment. Payments are due on or before the last day of the calendar month following the calendar month in which the Gross Revenue subject to the Percentage Fee was earned. Payments will be made to the City Treasurer in lawful money of the United States of America by good and sufficient check, wire transfer, or electronic funds transfer, at City's election, in its sole and absolute discretion, to such account or address as City designates by Notice to Concessionaire from time to time. Payments sent by mail shall be sent to City by first-class mail through the United States Postal Service with all postage pre-paid and addressed to:

The City of San Diego
Office of the City Treasurer
P.O. Box 129030
San Diego, California 92112-9030

Payments made in person shall be hand delivered to:

Office of the City Treasurer
Civic Center Plaza
1200 Third Avenue, First Floor
San Diego, California 92101

5.11 Security Deposit. The Concessionaire will deliver to City with the executed copies of this Agreement, a good faith deposit in the amount of five thousand dollars (\$5,000.00) in the form of a cashier's or certified check. All or any portion of the principal sum of the security deposit will be available unconditionally to City for payment of delinquent fees, for correcting any default

or breach of this Agreement by Concessionaire, Concessionaire's successors or assignees, or for payment of expenses incurred by City as a result of Concessionaire's failure to faithfully perform all terms, covenants, and conditions of this Agreement. If at the end of the term of this Agreement, Concessionaire has performed all of the provisions of the Agreement, the deposit or any remaining balance will be returned to the Concessionaire without interest. The security deposit may be increased by City proportionate to any increase in the Minimum Fee. Concessionaire will maintain this security deposit throughout the Term of this Agreement. Notwithstanding any other provision of this Agreement, if Concessionaire fails or refuses to deposit or maintain a security deposit as required by this Agreement, City may terminate this Agreement immediately upon such breach. Upon such termination, Concessionaire will immediately cease its use of the Sites and commence and diligently pursue the removal of its property from the Sites.

5.11.1 Utilization. If City utilizes all or any portion of the security deposit, upon ten (10) days prior written notice, Concessionaire will reimburse the security deposit to the full required amount.

5.11.2 Increase. Upon thirty (30) days prior written notice by City, Concessionaire will deliver to City additional funds as City may, in its sole determination, require to adequately secure Concessionaire's obligations under this Agreement.

5.11.3 Return. Provided Concessionaire is not in breach or default of this Agreement, City will return the security deposit, or any balance thereof, to Concessionaire within sixty (60) days after the expiration or termination of this Agreement.

5.12 Required Payment Information. *Concessionaire shall include its City customer account numbers (e.g., REportfolio invoice number, SAP invoice number, contract account number, , Lease ID, S/L/A number) with each Fee payment so City can apply the Fee to Concessionaire's account. Concessionaire's failure to include its customer account numbers may result in Concessionaire's payment not being timely applied to Concessionaire's account and the application of late payment charges. If payments are combined, an itemization is required to be provided. Concessionaire assumes all risk of loss and responsibility for all fees or penalties for its failure to include its customer account numbers with a Fee payment. The place of payment may be changed at any time by City upon thirty (30) days prior Notice to Concessionaire. Payments shall be considered paid on the date the payment is actually received by the City, provided Concessionaire's customer account numbers are included with such payment as required in this Section 5.11. Concessionaire assumes all risk of loss and responsibility for late payment charges if payments are sent by mail.*

5.13 Invoicing Courtesy. City may invoice Concessionaire for amounts payable under this Agreement. However, any such invoicing is a courtesy only. Concessionaire shall make all payments under this Agreement on or before each applicable due date, regardless of whether or not City invoiced the required payment.

5.14 No Offsets. Concessionaire shall pay all Fees without offset, defense, claim, counterclaim, reduction, or deduction of any kind whatsoever.

5.15 City's Net Return. The Fees shall give City an absolutely "net" return for the Term, free of any expenses or charges for the Property, except as this Agreement expressly provides.

5.16 Delinquent Fees. If Concessionaire fails to make payments when due, Concessionaire shall pay, in addition to the unpaid fee, five percent (5%) of the delinquent fee. If the fee is still unpaid at the end of fifteen (15) days past due, Concessionaire shall pay an additional five percent (5%) (being a total of ten percent (10%) of the delinquent fee, which is agreed by the Parties to be the appropriate amount to compensate City for the cost of servicing the delinquent account. In no event shall the charge for late payment of the fee be less than Twenty-Five Dollars (\$25). Acceptance of late charges or any portion of the late payment by City shall neither constitute a waiver of Concessionaire's Default regarding the late payment nor prevent City from exercising any rights or remedies available under this Agreement, at law, or in equity arising from such Default.

6. PERMITTED USE.

6.1 Concessionaire may operate surf instruction concessions and other incidental operations, such as boogie boarding and stand up paddle boarding. No solicitation or marketing is permitted on City beaches. Renting or selling of beach equipment or other merchandise is not allowed under this Agreement.

6.2 Approvals. Concessionaire shall not undertake the Permitted Use on the Site(s) without first obtaining all necessary Approvals for the Permitted Use. In obtaining each necessary Approval for the Permitted Use on the Site(s), Concessionaire shall inform the applicable Government in writing that the Property is City-owned. Concessionaire shall promptly deliver to City documentary evidence of all Approvals obtained by Concessionaire regarding the Permitted Use.

6.3 Protection Against Claims or Liens. IF A CLAIM OR LIEN IS RECORDED OR ASSERTED AGAINST THE PROPERTY OR THE CITY FOR MATERIAL OR EQUIPMENT SUPPLIED TO OR LABOR OR SERVICES PERFORMED, DIRECTLY OR INDIRECTLY, FOR CONCESSIONAIRE OR A CONTRACTOR OF CONCESSIONAIRE RELATING TO WORK ON THE PROPERTY, CONCESSIONAIRE SHALL SATISFY AND DISCHARGE SUCH CLAIM OR LIEN, AT THE SOLE COST AND EXPENSE OF CONCESSIONAIRE, WITHIN TEN (10) DAYS FOLLOWING NOTICE OF THE EXISTENCE OR ASSERTION OF SUCH CLAIM OR LIEN. CITY SHALL NOT BE LIABLE FOR ANY SERVICES, LABOR, MATERIAL, OR EQUIPMENT FURNISHED OR TO BE FURNISHED TO CONCESSIONAIRE OR CONCESSIONAIRE'S CONTRACTOR(S) UPON CREDIT AND NO MECHANIC'S OR OTHER LIEN FOR ANY SERVICES, LABOR, MATERIAL, OR EQUIPMENT SHALL ATTACH TO OR AFFECT THE PROPERTY. NOTHING IN THIS AGREEMENT SHALL BE DEEMED OR CONSTRUED IN ANY WAY TO CONSTITUTE CITY'S CONSENT OR REQUEST, EXPRESS OR IMPLIED, BY INFERENCE OR OTHERWISE, TO ANY CONTRACTOR, SUBCONTRACTOR, PROFESSIONAL, LABORER, EQUIPMENT, OR MATERIAL SUPPLIER FOR THE PERFORMANCE OF ANY SERVICE OR LABOR OR THE FURNISHING OF ANY MATERIAL OR EQUIPMENT FOR THE BENEFIT OF CITY OR THE PROPERTY, NOR AS GIVING CONCESSIONAIRE ANY RIGHT, POWER OR AUTHORITY TO CONTRACT FOR, OR PERMIT THE RENDERING OF, ANY SERVICES OR LABOR, OR THE FURNISHING OF ANY MATERIAL OR EQUIPMENT THAT WOULD GIVE RISE TO THE FILING OF ANY CLAIM OR LIEN AGAINST CITY OR THE PROPERTY.

6.4 No Liens Against Public Property. CONCESSIONAIRE ACKNOWLEDGES AND AGREES THAT ON THE EFFECTIVE DATE THE PROPERTY IS OWNED BY CITY, WHICH IS A PUBLIC ENTITY, AND THE PROPERTY IS NOT SUBJECT TO THE IMPOSITION OF MECHANIC'S LIENS OR ANY OTHER LIENS IN FAVOR OF PROVIDERS OF SERVICES, LABOR, MATERIAL, OR EQUIPMENT ON OR TO THE PROPERTY. CONCESSIONAIRE FURTHER AGREES TO INFORM EACH PROVIDER OF SERVICES, LABOR, MATERIAL, OR EQUIPMENT ON OR TO THE PROPERTY HIRED BY OR FOR THE BENEFIT OF ONE OR MORE CONCESSIONAIRE PARTIES OF SUCH FACT AND THAT CITY AND THE PROPERTY ARE NOT RESPONSIBLE FOR PAYMENT OF ANY CLAIMS BY ANY SUCH PROVIDERS OF SERVICES, LABOR, MATERIAL, OR EQUIPMENT.

6.5 Signs. Concessionaire shall not place any banner, pennant, flag, poster, sign, decoration, marquee, awning, or similar device or advertising (each, a "Sign") on the Site(s) without City's prior written consent, in each instance, which consent may be given or withheld in City's sole and absolute discretion. All Signs on the Site(s) will be maintained by Concessionaire in good, clean, and operating condition during the Term. Concessionaire will remove all Signs placed by Concessionaire from the Site(s) on or before the Termination Date and repair all damage caused by placement, installation, or removal of Signs, all at Concessionaire's sole cost and expense. Concessionaire shall comply with all Laws requiring the posting of Signs on the Site(s). If any unauthorized Sign is found on the Site(s), Concessionaire shall remove the Sign at Concessionaire's sole cost and expense within twenty-four (24) hours after Notice from City requesting the removal. If Concessionaire does not remove an unauthorized Sign within twenty-four (24) hours after Notice from City requesting the removal, City may enter the Site(s) and remove the Sign at Concessionaire's sole cost and expense. If City performs work required of Concessionaire under this Section 6.5, Concessionaire shall reimburse City for all costs and expenses reasonably incurred by City in performing such work (including the costs of City's staff time, administrative overhead, and Legal Costs), within thirty (30) days after Notice to Concessionaire of such costs. All amounts reimbursable to City by Concessionaire under this Section 6.5 that are not paid within thirty (30) days after Notice to Concessionaire of the amount shall accrue Default Interest until paid.

6.6 Deliveries to City. If requested by City, Concessionaire shall provide City with a copy of all reports, analyses, findings, and conclusions resulting from the Permitted Use, which may be reasonably redacted for confidentiality purposes.

6.7 Costs. Concessionaire shall pay all costs and expenses related to the Permitted Use.

6.8 Security and Safety. Concessionaire shall be solely responsible for the security and safety of the Site(s). Concessionaire shall be responsible for the cleanup and securing of the Site(s) disturbed by Concessionaire, as appropriate, immediately following each day's work to ensure the daily security and safety of the Site(s). In conducting the Permitted Use, Concessionaire shall comply with all Laws, at Concessionaire's sole cost and expense, with respect to maintaining the Site(s) in a safe and secure manner during the Term.

6.9 City Work. City reserves the right to perform work on the Site(s) at any time. If City intends to perform work on the Site(s), City shall give Concessionaire at least forty-eight (48) hours' Notice prior to commencing the work (except in the event of an emergency, in which case,

no prior Notice is required). Concessionaire shall comply with all safety instructions issued by City to ensure the safety of City personnel or contractors performing work on the Site(s).

6.10 Inspection. City may, at any time, for any reason or no reason, without any obligation to do so, enter the Site(s) for the purposes of inspecting the Site(s) and the Permitted Use conducted on the Site(s) for compliance with this Agreement. Concessionaire shall make a Concessionaire representative available to be present at any City inspection under this Section 6.10 on, at least, 48 hours' advance Notice from City; provided, however, the presence of a Concessionaire representative is not required for City to exercise its inspection rights under this Section 6.10.

6.11 Utilities. Concessionaire shall order, obtain, install, and pay for all utilities, including installation and service charges, required or desired for the Permitted Use. Utilities shall be temporary and constructed and located in accordance with plans approved by City, in City's sole and absolute discretion, before any utility construction or installation commences.

6.12 Superior Interests. This Agreement is subject to all liens, encumbrances, covenants, conditions, restrictions, reservations, contracts, leases, licenses, permits, easements, or rights-of-way pertaining to the Property existing as of the Effective Date, whether or not of record. Concessionaire shall obtain all licenses, permits, or agreements required from Third Persons holding a superior interest to allow the Permitted Use on the Site(s) in compliance with all such superior interests. If the Permitted Use is or becomes inconsistent or incompatible with a preexisting, superior interest, Concessionaire shall take all action and pay all costs and expenses necessary to remove such inconsistency or incompatibility to the satisfaction of the holder of the superior interest.

6.13 Vehicular Traffic. All vehicular traffic shall be confined to concrete, asphalt or decomposed aggregate surfaces unless otherwise approved in writing by City, in City's sole and absolute discretion, prior to the commencement of the Permitted Use.

6.14 Limitation on Construction. Concessionaire shall not perform any construction on or related to the Site(s) that is not restoration, repair, or maintenance required to be performed by Concessionaire under this Agreement.

6.15 Contractors. Concessionaire shall provide City with a list of all contractors and subcontractors that will perform any part of the Permitted Use, including name, address, email, fax, and phone number. All work requiring a licensed contractor under the State Contractors' State License Law (State Business & Professions Code sections 7000-7191) shall be done by contractors licensed by the State.

6.16 Unauthorized Use Charge. Concessionaire shall pay City one hundred (100%) of the Gross Revenue, without any deduction, credit, or set-off, from any use of the Site(s) that is not a Permitted Use within thirty (30) days after Concessionaire receives such revenue. Nothing in this Section 6.16 or City's acceptance of any payment under this Section 6.16 is intended to authorize any use of the Site(s) that is not a Permitted Use, waive Concessionaire's Default for conducting or allowing such use, or waive any City right or remedy under this Agreement.

6.17 Maximum Days and Hours of Operation. Maximum hours of land-based operations are 8:30 a.m. to 6:00 p.m. Water instruction is permitted from 9:00 a.m. to 5:00 p.m. All

Concessions must be vacated by 6:00 p.m. daily. The City reserves the right to change the days and/or hours of operation at its discretion. Operations are permitted seven (7) days a week with the following exceptions:

A. Under no circumstances are operations permitted on the following City holidays: Independence Day, July 4th.

B. Special Events. Unless otherwise authorized by the City, Concessionaire will not be allowed to operate Concessions within certain areas of the Sites during days in which "Special Events," as defined in SDMC section 22.4003, are scheduled by City in this area. City will give Concessionaire fourteen (14) days advance written notice of any such "Special Events."

7. MAINTENANCE.

7.1 Obligation to Maintain. Concessionaire shall keep and maintain the Site(s) in good order, condition, and repair, in accordance with the Maintenance Standard, subject to reasonable wear and tear and any other condition this Agreement expressly does not require Concessionaire to repair or restore. Concessionaire's obligation to maintain the Site(s) includes an obligation to make all repairs that the Site(s) may require under applicable Law. City has no obligation to maintain or repair the Site(s).

7.2 Maintenance Standard. Concessionaire's obligation to maintain the Site(s) under Section 7.1 includes maintenance, repair, reconstruction, and replacement of all asphalt, concrete, landscaping, utility systems, irrigation systems, drainage facilities or systems, grading, subsidence, retaining walls or similar support structures, foundations, signage, ornamentation, and all other improvements on or to the Site(s), now existing or made in the future, as necessary to maintain the appearance, character and level of quality of the Site(s). Concessionaire's obligation to maintain the Site(s) described in the immediately preceding sentence shall include: (a) maintaining the surfaces of the Site(s) in an evenly covered condition with the type of surfacing material originally installed or such substitute as shall in all respects be equal in quality, use, and durability; (b) removing all papers, mud, sand, debris, filth, and refuse and thoroughly sweeping areas to the extent reasonably necessary to keep such areas in a clean and orderly condition; (c) removing or covering graffiti in accordance with Section 7.4; (d) placing, keeping in repair and replacing all necessary and appropriate directional signs, markers, and lines; (e) operating, keeping in repair, and replacing where necessary, such artificial lighting facilities as shall be reasonably required; (f) providing security services and taking all reasonably appropriate measures to ensure the safety of Persons using the Site(s); and (g) maintaining, mowing, weeding, trimming, and watering all landscaped areas and making such replacements of plants and other landscaping material as necessary to maintain the appearance, character and level of quality of the landscaping, all at the sole cost and expense of Concessionaire. Concessionaire's obligation to maintain the Site(s) described in the two immediately preceding sentences is, collectively, referred to in this Agreement as the "**Maintenance Standard.**"

7.3 Maintenance Default. If an adverse condition occurs on the Site(s) in contravention of the Maintenance Standard (each such occurrence being a "**Maintenance Deficiency**"), then City may Notify Concessionaire of the Maintenance Deficiency. If Concessionaire fails to cure or commence and diligently pursue to cure the Maintenance Deficiency within thirty (30) days following Concessionaire's receipt of Notice of the Maintenance Deficiency, City shall have the

all acts necessary to cure the Maintenance Deficiency or to take any other action at law or in equity that may then be available to City to accomplish the abatement of the Maintenance Deficiency. Any amount of money expended by City for the cure or abatement of a Maintenance Deficiency under this Section 7.3 shall be reimbursed to City by Concessionaire within thirty (30) days after Notice to Concessionaire of the amount. Any amount of money expended by City for the cure or abatement of a Maintenance Deficiency under this Section 7.3 that is not reimbursed to City by Concessionaire within thirty (30) days after Notice to Concessionaire of such amount shall accrue Default Interest until paid in full.

7.4 Graffiti. Graffiti, as defined in Government Code section 38772, applied to any exterior surface on the Site(s) and visible from outside the Site(s) shall be removed by Concessionaire by either painting over the evidence of such vandalism with a paint color-matched to the surface on which the paint is applied or removed with solvents, detergents, or water, as appropriate. Notwithstanding Section 7.3, if any such graffiti is not removed within seventy-two (72) hours after the time Concessionaire discovers or receives Notice of the graffiti or, in the case of graffiti that cannot reasonably be removed within seventy-two (72) hours after the time Concessionaire discovers or receives Notice of the graffiti, whichever is earlier, if Concessionaire does not duly commence and diligently complete such cure within a reasonable time under the circumstances, then after Notice to Concessionaire, City shall have the right (but no obligation) to enter the Site(s) and remove the graffiti. Any amount of money expended by City for removal of graffiti from the Site(s) under this Section 7.4 shall be reimbursed to City by Concessionaire, within thirty (30) days after Notice to Concessionaire of such amount. Any amount of money expended by City for removal of graffiti under this Section 7.4 not reimbursed to City by Concessionaire within thirty (30) days after Notice to Concessionaire of such amount shall accrue Default Interest until paid in full.

8. SPECIAL PROVISIONS.

8.1 Operating Plan. The Operating Plan submitted with the Concessionaire's response to the City's RFP will be revised by Concessionaire, if required by City to meet City's requirement for approval, and the final City-approved Operating Plan will be incorporated into this Agreement as **Exhibit C: Operating Plan**, attached hereto. *Within sixty (60) days prior to the beginning of the second Year of this Agreement, and for every Year thereafter, the Concessionaire will provide the City with an Operating Plan for the upcoming Year (twelve (12) calendar months) for the City's approval.* All Operating Plans submitted to City should be consistent with the format and content of the originally approved Operating Plan. City will have the right to approve or disapprove the proposed plan. Once approved, Concessionaire will not make any changes to the plan without prior written approval of City. At all times, the Concessionaire will ensure that all operations permitted under this Agreement comply with the **Exhibit D: Lifeguard Services Safety Requirements**, attached hereto.

8.2 Exclusiveness of Agreement and Unauthorized Vending. In addition to Special Events described in Section 6.17.B., City may, during the term of this Agreement, enter into Agreements with other Concessionaires to provide related Concessions during times not scheduled for operations in the approved Operating Plan at the Sites permitted in this Agreement. However, City, by granting this Agreement to Concessionaire, makes no warranty that the Sites will be free of unauthorized vending or that any specific level of police or lifeguard enforcement against such activities will be maintained.

8.3 Concession Sites. On each Site included in this Agreement, Concessionaire will erect no improvements except either: 1) one (1) shade structure no greater than twenty (20) feet long by twenty (20) feet wide; 2) no more than two (2) shade structures each no greater than ten (10) feet long by ten (10) feet wide in size; or 3) any shade structure, in the opinion of the City, needed to adequately serve the public. City reserves the right to require the Concessionaire to modify the dimensions of the structure. The Sites must show the approved Concession sign at all times during normal operating hours. The Sites must be designed and maintained so as to present a neat and attractive appearance to the satisfaction of the City. Any items or improvements brought on the Sites by Concessionaire must be approved by City and will not remain on location after permitted hours of operation, unless prior written approval of City is obtained. If in the opinion of City, the number of Sites within any Concession covered under this Agreement at any time falls short of or exceeds the number of Sites needed to adequately serve the public, Concessionaire will, upon receipt of notice from City, adjust the number of Sites to the number specified by City. City will not be liable to Concessionaire in any way for such adjustments. Concessionaire will operate no more and no fewer than the Sites designated in this Agreement unless City decides to change the number of Sites.

8.4 No Improvements. No improvements, trade fixtures, structures, and installations or additions to the Sites are allowed to be installed by Concessionaire without City's prior written approval. All personal property remaining on the Sites after expiration or termination will become the property of City.

8.5 Standard of Employees. Concessionaire and its employees will at all times conduct themselves and the operation of the Concessions in a respectable and courteous manner. Concessionaire will thoroughly train its employees in their duties and will regularly monitor its employees to ensure that they behave in a courteous manner, do not disturb the quiet enjoyment of other beach users, and otherwise comply with all requirements of this Agreement.

9. **PREVAILING WAGE LAWS**. On the Effective Date, no public funds are provided by City or any other Person to Concessionaire relating to Concessionaire's use of the Site(s). If Concessionaire obtains any public funds after the Effective Date from City or another Person relating to Concessionaire's use of the Site(s), Concessionaire shall comply with Prevailing Wage Laws in performing all restoration, repair, or maintenance required to be performed by Concessionaire under this Agreement.

10. **CONCESSIONAIRE INSURANCE**. Concessionaire shall maintain, to protect the City Parties against all insurable Claims arising from or relating to this Agreement, the Site(s), or the Permitted Use, at the sole cost and expense of Concessionaire, all the insurance coverage required in **EXHIBIT E** attached to this Agreement.

11. **WASTE OR DAMAGE**. Concessionaire shall immediately Notify City of any waste, casualty, or damage to the Site(s) or other areas of the Property of which Concessionaire becomes aware. Concessionaire shall not commit, or allow to be committed, any waste, casualty, or damage to property or injury to person on or around the Site(s) or other parts of the Property. If waste, casualty, or damage to the Property arises from the Permitted Use, action by a Concessionaire Party, or failure to act by a Concessionaire Party that had a duty to act, at City's election, in City's sole and absolute discretion, Concessionaire shall make, or cause to be made, full repair of the waste, casualty, or damage and restore the Property to its condition existing immediately prior to the waste, casualty, or damage. Concessionaire shall commence preliminary steps toward

restoration of the Property as soon as practicable, but no later than thirty (30) days after the date the waste, casualty, or damage occurs. Concessionaire shall complete all required repairs or restoration within ninety (90) days after the date the waste, casualty, or damage occurs. Concessionaire must obtain all Approvals required for repair or restoration of all waste, casualty, or damage to the Property. Following the occurrence of any casualty that materially restricts use of the Site(s) or access to the Site(s) for the Permitted Use for more than one hundred eighty (180) days, City or Concessionaire may terminate this Agreement by seven (7) days' Notice to the other Party. This Section 11 shall survive the Termination Date.

12. ENVIRONMENTAL CONDITIONS. Concessionaire shall not cause or permit any Environmental Condition. If Concessionaire discovers or becomes aware of an Environmental Condition, Concessionaire shall Notify City of such Environmental Condition as soon as possible, but in all cases within twenty-four (24) hours following the Concessionaire becoming aware of such Environmental Condition.

12.1 Remediation. If an Environmental Condition occurs, Concessionaire shall remediate the Environmental Condition in accordance with Law to allow all uses of the Property permitted by Law immediately before the Environmental Condition is discovered, at Concessionaire's sole cost and expense. If Concessionaire knows or has reasonable cause to believe that an Environmental Condition is an imminent danger to public health and safety, Concessionaire shall take all actions necessary to alleviate the imminent danger, at Concessionaire's sole cost and expense.

12.2 Removal. If a Concessionaire Party stores, utilizes, generates, or otherwise brings Hazardous Substances onto the Property in accordance with Law, Concessionaire shall remove all such Hazardous Substances from the Property prior to the Termination Date and provide City with documentation demonstrating the legal removal and disposal of the Hazardous Substances. Concessionaire shall be responsible for all costs incurred by City to remove or dispose of any Hazardous Substances not removed from the Property by Concessionaire in accordance with this Section 12.2.

12.3 Reports. Concessionaire shall deliver a written report describing the circumstances of each Environmental Condition in reasonable detail to City within three (3) days after Notifying City of the Environmental Condition. Concessionaire shall also submit all required reports relating to the Environmental Condition to other Governments as required by Law.

12.4 Environmental Assessment. Upon reasonable cause to believe that an Environmental Condition has occurred, City may cause an environmental assessment of the Property to be performed by a professional environmental consultant registered with the State as a Professional Engineer, Certified Engineering Geologist, or Registered Civil Engineer. The environmental assessment shall be performed at Concessionaire's sole cost and expense. Concessionaire shall reimburse City for all costs and expenses reasonably incurred by City in performing the environmental assessment within fifteen (15) days after Notice to Concessionaire of the amount of such costs and expenses. Any amount reimbursable to City by Concessionaire under this Section 12.4 that is not paid within fifteen (15) days after Notice to Concessionaire of such amount, shall accrue Default Interest until paid.

13. COMPLIANCE WITH LAW.

13.1 General. The Permitted Use shall comply with all Laws, at Concessionaire's sole cost and expense. Concessionaire shall comply with all notices, orders, directives, or the like issued by City or any other Government under the authority of current or future Law.

13.2 Compliance with City Standard Contract Provisions. In entering the Site(s) or performing the Permitted Use under this Agreement, Concessionaire shall comply with all City standard contract provisions set forth in **EXHIBIT F** attached to this Agreement.

14. INDEMNIFICATION.

14.1 Concessionaire Indemnity Obligations. In addition to Concessionaire's obligations to Indemnify the City Parties under other provisions of this Agreement, Concessionaire shall Indemnify the City Parties against all Claims arising from: (a) Concessionaire's use of the Site(s); (b) this Agreement; (c) personal injury (including death) or property damage (to property of Concessionaire or any other Person) occurring on the Site(s) or adjoining real property; (d) personal injury (including death) or property damage resulting from Concessionaire's use of the Site(s); (e) a wrongful intentional act or negligence of one or more of the Concessionaire Parties; (f) strict liability relating to Concessionaire's use of the Site(s); (g) all applications for Approvals made by or on behalf of one or more Concessionaire Parties; (h) all agreements that one or more Concessionaire Parties makes with a Third Person regarding this Agreement or the Site(s); (i) services, labor, material, or equipment supplied to, for, on behalf of, or at the request of one or more Concessionaire Parties; (j) a workers' compensation claim by one or more employees or contractors of one or more Concessionaire Parties; (k) all Prevailing Wage Determinations, except to the extent prohibited by Law, including State Labor Code sections 1773.3 or 1781; or (l) an Environmental Condition occurring on or after the Effective Date. Notwithstanding anything to the contrary in this Agreement, Concessionaire's obligations to Indemnify the City Parties excludes Claims arising solely from the established active negligence or willful misconduct of a City Party.

14.2 Independence of Insurance and Indemnity Obligations. Concessionaire's obligations to Indemnify the City Parties under this Agreement shall not be construed or interpreted as in any way restricting, limiting, or modifying Concessionaire's insurance or other obligations under this Agreement. Concessionaire's obligations to Indemnify the City Parties under this Agreement are independent of Concessionaire's insurance and other obligations under this Agreement. Concessionaire's compliance with its insurance obligations and other obligations under this Agreement shall not in any way restrict, limit, or modify Concessionaire's obligations to Indemnify the City Parties under this Agreement and are independent of Concessionaire's obligations to Indemnify the City Parties and other obligations under this Agreement.

14.3 Survival of Indemnification Obligations. Concessionaire's obligations to Indemnify the City Parties under this Agreement shall survive the Termination Date, until all actual or prospective Claims subject to Concessionaire's obligations to Indemnify the City Parties under this Agreement are fully, finally, absolutely, and completely barred by applicable statutes of limitations.

14.4 Indemnification Procedures. Wherever this Agreement requires Concessionaire to Indemnify the City Parties:

14.4.1 *Notice.* The affected City Parties shall Notify Concessionaire of the Claim within a reasonable time.

14.4.2 *Selection of Counsel.* Concessionaire shall select counsel reasonably acceptable to City's City Council. Even though Concessionaire shall defend the Claim, the affected City Parties may, at their respective options, engage separate legal counsel, at Concessionaire's expense, to advise them regarding the Claim and their defense. The affected City Parties' separate legal counsel(s) may attend all proceedings and meetings. Concessionaire's legal counsel shall actively consult with the City Parties' separate legal counsel, subject to applicable conflict of interest and privileged communication limitations.

14.4.3 *Cooperation.* The affected City Parties shall reasonably cooperate with Concessionaire's defense of the City Parties.

14.4.4 *Settlement.* Concessionaire may only settle a Claim with the prior written consent of the affected City Parties, in their respective sole and absolute discretion.

14.5 Immediate Duty to Defend. The duty to defend that is within Concessionaire's obligations to Indemnify the City Parties under this Agreement includes Claims for which the City Parties may be liable without fault or strictly liable and applies regardless of whether the issues of negligence, liability, fault, default, or other obligation on the part of Concessionaire or the City Parties have been determined. The duty to defend applies immediately, regardless of whether the City Parties have paid any sums or incurred any detriment arising out of or relating (directly or indirectly) to any Claims. It is the express intention of the Parties that the City Parties be entitled to obtain summary adjudication or summary judgment regarding Concessionaire's duty to defend the City Parties at any stage of a Claim within the scope of Concessionaire's obligations to Indemnify the City Parties under this Agreement.

14.6 Savings Provision. Notwithstanding anything in this Agreement to the contrary, if the extent of Concessionaire's obligation to Indemnify the City Parties under this Agreement exceeds the indemnity obligation allowed by applicable Law, Concessionaire's obligation to Indemnify the City Parties shall be reduced to the extent required to comply with applicable Law.

15. **TAXES; POSSESSORY INTEREST TAX.** Concessionaire shall pay, before delinquency, all taxes, assessments, and fees assessed or levied upon Concessionaire, this Agreement, the Permitted Use, or the Site(s). Concessionaire acknowledges and agrees that this Agreement may create a possessory interest in the Property subject to property taxation and that Concessionaire may be subject to payment of property taxes levied on such interest. Any such possessory interest tax imposed shall be solely a tax liability of Concessionaire and shall be paid before delinquency by Concessionaire. In addition, Concessionaire shall pay before delinquency all personal property taxes becoming due for equipment, fixtures, inventory, or other personal property of Concessionaire or any other Concessionaire Party installed, maintained, or present at or on the Site(s). Concessionaire acknowledges and agrees that it shall bear all responsibility, liability, costs, and expenses connected in any way with any tax consequences experienced by Concessionaire related to this Agreement or the Permitted Use.

16. **END OF TERM.** Before the Termination Date, Concessionaire shall remove or cause the removal of all the personal property of the Concessionaire Parties from the Site(s) and place the Site(s) in a condition as close as possible to the condition of the Site(s) on the day before the

Effective Date, reasonable wear and tear excepted. Without limiting the obligation of Concessionaire to remove all the personal property of the Concessionaire Parties from the Site(s) before the Termination Date, Concessionaire agrees that City may dispose of all personal property on the Site(s) after the Termination Date, at Concessionaire's sole cost and expense.

17. **HOLDOVER.** Any continued use of the Site(s) by Concessionaire or receipt or acceptance of Fee payment(s) by City after the Termination Date shall not renew or extend the Term or this Agreement and all terms and conditions of this Agreement shall apply to such use except: (1) City may terminate this Agreement for any reason or no reason on seven (7) days' Notice to Concessionaire; and (2) the Fee shall be the fair market value of such use of the Site(s), as determined by City. If Concessionaire continues use of Sites after the expiration or earlier termination of this Agreement without obtaining City approval, such use shall neither constitute a renewal or extension of this Agreement, nor give Concessionaire any rights in or to the Sites. Any holdover of the Term of the Agreement beyond sixty (60) months must be approved by City.

18. **CITY CURE RIGHT.** If Concessionaire fails to take any action this Agreement requires of Concessionaire, without waiving or releasing Concessionaire from any obligation, Default, or Event of Default and without waiving City's right to take such action as this Agreement may permit as a result of a Default or Event of Default, City may (but need not) take such action. Concessionaire shall reimburse City for all reasonable costs and expenses (including the costs of City staff time, administrative overhead, and Legal Costs) incurred by City in exercising its cure rights under this Section 18 within thirty (30) days after Notice to Concessionaire of such costs. All amounts reimbursable to City by Concessionaire under this Section 18 that are not paid within thirty (30) days after Notice to Concessionaire of the amount shall accrue Default Interest until paid. Nothing in this Section 18 is intended to modify or restrict any other right or remedy available to City under this Agreement or Law.

19. **REMEDIES.** After the occurrence of an Event of Default by the other Party, the non-defaulting Party shall be entitled to take any or all action authorized by this Agreement after the occurrence of an Event of Default by the other Party, including legal proceedings to enforce any or all contractual rights or remedies, or pursue any or all other remedies or damages relating to such Event of Default available to the non-defaulting Party at law or in equity.

19.1 Default by Concessionaire. Except for Safety Violations (as defined under Section 19.2 below) which are grounds for immediate termination, in the event that:

19.1.1 Concessionaire will default in the performance or fulfillment of any covenant or condition required by this Agreement to be performed or fulfilled by Concessionaire, including any covenant or condition in Concessionaire's Operating Plan and will fail to cure the default within thirty (30) days following written notice from City; or if any default is not curable within thirty (30) days, and Concessionaire will fail to commence to cure the default(s) within said thirty (30) day period and diligently pursue cure to completion;

19.1.2 Concessionaire will voluntarily file or have involuntarily filed against it any petition under bankruptcy or insolvency act or law; or

19.1.3 Concessionaire will make a general assignment for the benefit of creditors;

then City may, at its option, without further notice or demand upon Concessionaire or upon any person claiming rights through Concessionaire, immediately terminate this Agreement and all rights of Concessionaire and of all persons claiming rights through Concessionaire to the Concession Sites or to possession thereof, and City may then enter and take possession of the Sites and expel Concessionaire and all persons so claiming rights thereto. Provided; however, in the event that any default described in this section is not curable within thirty (30) days after written notice to Concessionaire, City will not terminate this Agreement pursuant to the default if Concessionaire immediately commences to cure the default and diligently pursues cure to completion. In any event, either party may terminate this Agreement without cause by giving ninety (90) days written notice of intent to terminate to the other party.

19.2 Safety Violations by Concessionaire. Notwithstanding Section 19.1 above, in the event Concessionaire will default in the performance or fulfillment of any covenant or condition required by this Agreement to be performed or fulfilled by Concessionaire, including any covenant or condition in Concessionaire's Operating Plan, and said default by Concessionaire consists of any violation of municipal, state or federal law, or any covenants or conditions in Concessionaire's Operating Plan or Lifeguard Services Safety Requirements that, in City's sole discretion, relate to public safety ["Safety Violations"], City may, at its option, require Concessionaire to immediately cure said default, or, without further notice or demand upon Concessionaire or upon any person claiming rights through Concessionaire, suspend or revoke this Agreement.

19.3 Abandonment by Concessionaire. In the case that Concessionaire breaches this Agreement and abandons the Site, this Agreement will continue in full force and effect for so long as City does not terminate this Agreement, and City may enforce all its rights and remedies under this Agreement, including, but not limited to, the right to recover the Concession fee as it becomes due, plus damages. For purposes of this section, the following do not constitute a termination of Concessionaire's right to possession or operation:

19.3.1 Acts by City of maintenance, preservation, or efforts to negotiate a new Agreement.

19.3.2 The appointment of a receiver upon initiative of City to protect City's interest under this Agreement.

20. **DAMAGES.** City, in the event of Concessionaire's default under this Agreement, may recover the outstanding annual Minimum Fees due for the remaining term of the Agreement, less any mitigation measures taken by City. The remedies provided by this section are not exclusive and will be cumulative to all other rights and remedies possessed by City, and nothing contained herein will be construed so as to defeat any other rights or remedies possessed by City, and nothing contained herein will be construed so as to defeat any other rights or remedies to which CITY may be entitled.

21. **COMPLIANCE WITH LAWS.** Concessionaire will, at its sole cost and expense, comply with all the requirements of all rules, regulations, ordinances, laws and direction of governing

authorities now in effect or which may hereafter be in effect, which pertain to Concessionaire's occupancy, use, development, and maintenance of the Site.

22. **LEGAL ACTIONS.** Either Party may institute legal action, at law or in equity, to enforce or interpret the rights or obligations of the Parties under this Agreement or recover damages.

23. **CUMULATIVE RIGHTS AND REMEDIES.** The rights and remedies of the Parties under this Agreement are cumulative with all other rights or remedies of the Parties under this Agreement, at law, or in equity. The exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or a different time, of any other right or remedy for the same Default or Event of Default by the other Party or the same right or remedy for any other Default or Event of Default by the other Party.

24. **LEGAL CHALLENGE OR CHANGE IN LAW.** If a lawsuit is filed against City or Concessionaire to prevent or prohibit Concessionaire's Operations on the Site(s), or a subsequent change in Law prohibits Concessionaire's Operations on the Site(s), either Party shall have the right to terminate this Agreement, in its respective sole and absolute discretion, on thirty (30) days' Notice to the other Party.

25. **CITY'S RESERVATION OF RIGHTS.**

25.1 Government Action. By entering into this Agreement, neither City nor the City Council is obligating itself or any other Government regarding any discretionary action relating to the development, occupancy, use, or maintenance of the Site(s), including re-zonings, variances, environmental clearances, or any Approval required to conduct the Permitted Use.

25.2 Resources. City reserves all right, title, and interest in all natural resources relating to the Property, including subsurface natural gas, oil, minerals, and water, on or within the Property.

26. **EMINENT DOMAIN.** If all or part of the Site(s) or any other part of the Property is taken through eminent domain proceedings or under threat of the exercise of the power of eminent domain by any Government with the power of eminent domain, the interests of City and Concessionaire shall be as follows:

26.1 Full Taking. If all or substantially all the Property is taken, this Agreement shall terminate on the date of the transfer of title or possession of the Property to the condemning Government, whichever first occurs.

26.2 Partial Taking - Remainder Unusable. If a partial taking of the Property occurs that affects the Site(s) and, in City's sole and absolute discretion, the remaining part of the Site(s) is unsuitable for the Permitted Use, this Agreement shall terminate on the date of the transfer of title or possession of the part of the Property taken to the condemning Government, whichever first occurs.

26.3 Partial Taking - Remainder Usable. If a partial taking of the Property occurs that affects the Site(s) and, in City's sole and absolute discretion, the unaffected part of the Site(s) is suitable for the Permitted Use, this Agreement shall terminate regarding the part of the Property taken on the date of the transfer of title or possession the part of the Property taken to the

condemning Government, whichever first occurs, but shall continue for the part of the Property not taken that is subject to this Agreement.

26.4 Award. Notwithstanding anything to the contrary in this Agreement, in all eminent domain proceedings, settlements, agreements, or other means by which a Government taking of the Property by exercise or threat of exercise of the power of eminent domain is pursued or resolved, all money paid or awarded in such process shall be the sole property of City.

26.5 City Transfer. City may transfer its title or interest in the Property in lieu of eminent domain proceedings to any Government entitled to exercise the power of eminent domain over the Property.

26.6 No Inverse Condemnation. City's exercise of any right or power under this Agreement shall not be interpreted as an exercise of the power of eminent domain and shall not impose any liability upon City for inverse condemnation.

27. **NO DISCRIMINATION OR SEGREGATION**. Concessionaire covenants by and for itself, himself or herself, its, his or her heirs, executors, administrators, and assigns, and all Persons claiming under or through it, him or her, that neither Concessionaire nor any Person claiming under or through Concessionaire shall establish or allow any discrimination against or segregation of any Person or group of Persons on account of race, color, religion, gender, gender expression, gender identity, disability, sexual orientation, marital status, national origin, ancestry, familial status, or source of income in the use of the Site(s).

28. **LOCAL BUSINESS AND EMPLOYMENT**. Concessionaire acknowledges that City seeks to promote employment and business opportunities for local residents and firms in all City contracts. Concessionaire will, to the extent legally possible, solicit applications for employment, and bids and proposals for subcontracts, for work associated with this Agreement from local residents and firms as opportunities occur. Concessionaire agrees to hire qualified local residents and firms whenever feasible.

29. **DRUG-FREE WORKPLACE**. Concessionaire will be required to abide by the omnibus drug legislation passed by Congress on November 18, 1988, by adopting and enforcing a policy to maintain a drug-free workplace by doing all of the following:

29.1 Publish a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of controlled substances are prohibited on the Sites and specifying the actions that will be taken against employees for violations of the prohibition; and

29.2 Establish a drug-free awareness program to inform employees about all of the following:

29.2.1 The dangers of drug abuse in the workplace;

29.2.2 Concessionaire's policy of maintaining a drug-free workplace;

29.2.3 Any available drug counseling, rehabilitation, and employee's assistance programs; and

29.2.4 Penalties that may be imposed upon employees for drug abuse violations.

30. **ACCESSIBILITY COMPLIANCE.** Concessionaire will, as applicable to the Sites and Concessionaire's possession, use, and occupancy of the Sites, comply with all accessibility requirements under California Government Code sections 11135-11139.5; Title 24 of the California Code of Regulations; the Federal Rehabilitation Act of 1973, Section 504, Title V; the Americans with Disabilities Act of 1990 (ADA); and all other applicable state and federal laws, rules, and regulations of competent governmental authority protecting the rights of individuals with disabilities. When a conflict exists between any federal or state accessibility requirements, Concessionaire will follow the most restrictive accessibility requirement (i.e., that which provides the most access). Concessionaire's compliance will include without limitation the following:

30.1 Concessionaire will not discriminate against qualified individuals with disabilities in any aspects of employment, including recruitment, hiring, promotions, conditions and privileges of employment, training, compensation, benefits, discipline, layoffs, and termination of employment;

30.2 No qualified individual with a disability may be excluded on the basis of disability from participation in, or be denied the benefits of, services, programs, or activities of Concessionaire;

30.3 Concessionaire will post a statement addressing the requirements of the ADA in a prominent place at the work site;

30.4 Where required by law, all improvements, fixtures, structures, or installations on the Sites will comply with municipal, state, and federal accessibility requirements by bringing up to code and making accessible any areas of the Sites which deny access to individuals with disabilities. All improvements and alterations will be at Concessionaire's sole expense.

30.5 Concessionaire's failure to comply with the accessibility requirements of this section, or submitting false information in response to these accessibility requirements, or both, will be a default of this Agreement.

31. **CONCESSIONAIRE'S RISK.** Concessionaire will bear all risks and liability arising out of or in any manner directly or indirectly connected with Concessionaire's occupancy, use, development and maintenance of the Site and any damages to the improvements on, under, or in the vicinity of the Site resulting directly or indirectly thereby.

32. **NO NUISANCE.** Concessionaire will not use the Sites in any manner which, in City's opinion, creates a nuisance or disturbs the quiet enjoyment of persons in and to the surrounding area.

33. **NO ASSIGNMENT.** Concessionaire will not assign any rights granted by this Agreement or any interest herein without City's prior written consent. Approval of any such proposed assignment may be withheld in City's sole and absolute discretion. Any assignment by operation of law will automatically terminate this Agreement.

34. **SIGNS.** Concessionaire will display the Concession sign displaying this is a City-approved Concession at all times while operating the Concessions. City will provide a sign during the first Year of the Agreement. If such sign is lost or stolen, Concessionaire must obtain a duplicate sign

at its sole expense. Concessionaire will not erect or display any banners, pennants, flags, posters, signs, decorations, marquees, awnings or similar devices or advertising without City's prior written consent. If any such unauthorized item is found on the Sites, Concessionaire will remove the item at its expense within 24 hours from receiving notice by City, or City may thereafter remove the item at Concessionaire's cost.

35. **CHARTER SECTION 225.** Pursuant to San Diego City Charter Section 225, Concessionaire and assignees will make a full and complete disclosure of the name and identity of any and all persons directly or indirectly involved in this Agreement and the precise nature of all interests of all persons therein. Concessionaire's failure to fully disclose all of the information required by Charter Section 225 or Concessionaire's failure to require each of its assignees to fully disclose such information will be a default of this Agreement. Pursuant to City Charter Section 225, every person or entity that will have an interest in this Agreement as an assignee must be reviewed and approved by City.

36. **ADVERTISEMENT AND MARKETING.** Any advertising or marketing which reference the City of San Diego may not be distributed by the Concessionaire without the advanced written approval of the City. If Concessionaire uses the City of San Diego in any context to promote its business operations without prior written approval by City, Concessionaire will be considered to be in default. No advertising or marketing materials of any kind may be posted or distributed on any City beach without the advanced written approval of the City.

37. **ENCUMBRANCES.** Concessionaire will keep the Site free from all encumbrances and liens of any nature which arise out of or are in any manner directly or indirectly connected with this Agreement or Concessionaire's occupancy, use, development, or maintenance of the Sites. Concessionaire will protect, defend, indemnify, and hold City harmless from and against any and all such encumbrances and/or liens, and from and against any claim, liability, cost or expense, including without limitation all attorney fees and costs, relating to or charged against the Sites, including without limitation Concessionaire's failure or the failure of any contractor or subcontractor hired by Concessionaire to pay any person or persons referred to in Section 3181 of the California Civil Code or other applicable sections thereof.

38. **EQUAL OPPORTUNITY.** Concessionaire will comply with Title VII of the Civil Rights Act of 1964, as amended; Executive Orders 11246, 11375 and 12086; the California Fair Employment Practices Act; and all other related and applicable federal and state laws and regulations. Concessionaire will not discriminate against any employee or applicant for employment based on race, religion, color, ancestry, age, gender, sexual orientation, disability, medical condition or place of birth. Concessionaire will cause the foregoing provisions to be inserted in all of Concessionaire's contracts for work related to this Agreement so that such provisions will be binding upon each of Concessionaire's contractors. Concessionaire will fully cooperate with any investigation conducted by City pursuant to City's Nondiscrimination in Contracting Ordinance (i.e., SDMC sections 22.3501-22.3517, as amended from time to time), and upon CITY's request Concessionaire will submit a current Workforce Report. Concessionaire acknowledges that failure to comply with the requirements of this section and/or submitting false information in response to these requirements may result in termination of this Agreement and debarment from participating in CITY contracts for a period of not less than one (1) year.

39. **EQUAL BENEFITS.** Concessionaire will comply with SDMC sections 22.4301-22.4308, as may be amended from time to time, which require Concessionaires of CITY-owned property to

offer the same employment benefits to employees with spouses and employees with registered domestic partners. By signing this Agreement, Concessionaire certifies that it will maintain such equal benefits throughout the term of this Agreement. Concessionaire's failure to maintain equal benefits will be a default of this Agreement.

40. **EQUAL PAY ORDINANCE.** Unless an exception applies, Concessionaire will comply with the Equal Pay Ordinance codified in SDMC sections 22.4801 through 22.4809. By signing this Agreement, Concessionaire certifies that it will comply with the requirements of the Equal Pay Ordinance throughout the Term. Concessionaire must post a notice informing its employees of their rights under the Equal Pay Ordinance in their workplace or job site.

41. **CITY EMPLOYEE PARTICIPATION POLICY.** City may unilaterally and immediately terminate this Agreement if Concessionaire employs an individual who, within the twelve (12) months immediately preceding such employment did, in their capacity as a City officer or employee, participate in negotiations with or otherwise have an influence on a recommendation made to the San Diego City Council related to the selection of Concessionaire for this Agreement. It is not the intent of this policy that these provisions apply to members of the City Council.

42. **WATER QUALITY ASSURANCES.** The City and Concessionaire are committed to the implementation of control (best management practices, or BMPs) to manage activities on the Sites in a manner which aids in the protection of the City of San Diego's precious water resources. It is the Concessionaire's responsibility to identify and implement an effective combination of BMPs so as not to cause pollutant discharges to the storm drain system in violation of Section 43.03, Stormwater Ordinance.

Therefore, Concessionaire will, at a minimum, implement and comply as applicable with the BMPs for industrial and commercial facilities adopted under SDMC Section 43.0307 (a).

It is ultimately Concessionaire's responsibility to prevent pollutant discharges to the storm drain system. Therefore, Concessionaire will identify and implement any additional BMPs that may be required to avoid the discharge of pollutants to the storm drain system.

43. **HAZARDOUS SUBSTANCES.** Concessionaire will not allow the illegal installation, storage, utilization, generation, sale or release of a Hazardous Substance or otherwise regulated substance in, on, under or from the Sites. Concessionaire and Concessionaire's agents and contractors will not install, store, utilize, generate or sell any Hazardous Substance on the Sites without City's prior written consent. Concessionaire will, prior to initiating any operations, obtain all required permits from applicable regulatory agencies, including without limitation the San Diego County Department of Environmental Health, local fire agencies, the San Diego County Department of Weights and Measures, the San Diego County Air Pollution Control District, and the San Diego Regional Water Quality Control Board. Installing, utilizing, storing, or any other presence of a Hazardous Substance includes boxes, bags, bottles, drums, cylinders, above or below ground tanks, equipment with tanks, or any other type of container, equipment or device which holds or incorporates a Hazardous Substance or hazardous waste.

43.1 **Release.** A "release" will include without limitation any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or otherwise disposing of a hazardous substance.

43.2 Hazardous Substance. "Hazardous Substance" will mean any substance listed by the Environmental Protection Agency or the State of California as a hazardous substance, and all types of petroleum-related substances and their chemical constituents.

43.3 Remediation. If Concessionaire's occupancy, use, development, maintenance or restoration of the Sites results in a release of a Hazardous Substance, Concessionaire will pay all costs of remediation and removal to the City's satisfaction for unrestricted reuse of the Sites, and in accordance with all applicable laws, rules and regulations of governmental authorities.

43.4 Removal. If Concessionaire or Concessionaire's contractor or agent has received approval and permits to store, utilize, generate or install, or otherwise bring Hazardous Substances or hazardous wastes to the Sites, Concessionaire and/or Concessionaire's contractor or agent will remove all Hazardous Substances and hazardous wastes in any type of container, equipment or device from the Sites immediately upon or prior to the expiration or earlier termination of this Agreement. Upon City's request, Concessionaire will deliver to City true copies of documentation demonstrating the legal removal and/or disposal of the Hazardous Substances and/or hazardous wastes, containers, equipment or devices from the Sites. Concessionaire will be responsible for any and all costs incurred by City to remove any container, equipment or device requiring disposal or removal as required by this provision.

43.5 Indemnity. Concessionaire will protect, defend, indemnify and hold City harmless from any and all claims, costs and expenses related to environmental liabilities resulting from Concessionaire's occupancy, use, development, maintenance or restoration of the Sites, including without limitation: (i) costs of environmental assessments; (ii) costs of regulatory remediation oversight; (iii) costs of remediation and removal; (iv) any necessary City response costs; (v) all fines, penalties or fees assessed by any regulatory agency; (vi) damages for injury to natural resources, Concessionaire's officers, employees, invitees, guests, agents or contractors, or the public; and (vii) all costs of any health assessments or health effect studies.

43.6 Notice of Release. If Concessionaire knows or has reasonable cause to believe that a Hazardous Substance or petroleum related substance or its chemical constituents has been released on, from or beneath the Sites, Concessionaire will immediately notify City and any appropriate regulatory or reporting agency in compliance with California Code of Regulations Title 19 and all other applicable laws or regulations. Concessionaire will deliver a written report thereof to City within three (3) days after receipt of the knowledge or cause for belief and submit any required written reports to regulatory or reporting agencies as required by regulation or law. If Concessionaire knows or has reasonable cause to believe that such substance is an imminent release or is an imminent substantial danger to public health and safety, Concessionaire will take all actions necessary to alleviate the danger. Concessionaire will immediately notify City in writing of any violation, notice to comply, or notice of violation received or the initiation of environmental actions or private suits related to the Sites.

43.7 Environmental Assessment. Upon reasonable cause to believe that Concessionaire's occupancy, use, development, maintenance or restoration of the Sites (Concessionaire Operations"), resulted in any Hazardous Substance being released on, from or beneath the Sites, City may cause an environmental assessment under regulatory oversight of the suspect area to be performed by a professional environmental consultant registered with the State of California as a Professional Engineer, Certified Engineering Geologist or Registered Civil Engineer. The environmental assessment will be obtained at Concessionaire's sole cost and

expense, and will establish what, if any, Hazardous Substances have more likely than not been caused by Concessionaire's Operations on, in, from or under the Sites, and in what quantities. If any such Hazardous Substances exist in quantities greater than allowed by city, county, state or federal laws, statutes, ordinances or regulations, or require future restricted re-use of the Sites, then the environmental assessment will include a discussion of such substances with recommendations for remediation and removal necessary to effect unrestricted re-use and in compliance with those laws or statutes, and estimates of the cost of such remediation or removal. Concessionaire will cause, or if Concessionaire fails to do so within a reasonable period of time, as determined by City in its sole discretion, City may cause the remediation and/or removal recommended in the environmental assessment such that unrestricted re-use of the Sites and compliance with environmental law and regulations are achieved, and Concessionaire will pay all costs and expenses therefor.

44. STORM WATER POLLUTION PREVENTION PROGRAM. Concessionaire will comply with the City's Storm Water Management and Discharge Control provisions codified in SDMC, Division 3 of Chapter 4, as may be amended, and any and all applicable Minimum Best Management Practice requirements, as defined in the City's Jurisdictional Runoff Management Plan, in performing or delivering services at City owned, leased, or managed property, or in performance of services and activities on behalf of City regardless of location.

44.1 Concessionaire will comply with the City's Jurisdictional Runoff Management Plan encompassing Citywide programs and activities designed to prevent and reduce storm water pollution within City boundaries as adopted by the City's City Council on July 1, 2015, via Resolution No. 309791, as may be amended.

44.2 Concessionaire will comply with each City facility or work site's Storm Water Pollution Prevention Plan, as applicable, and institute all controls needed while completing the services to minimize any negative impact to the storm water collection system and environment.

45. NOTICES. All Notices submitted by a Party to the other Party under or as required by this Agreement shall be sent by messenger for immediate personal delivery, nationally recognized overnight (one Business Day) delivery service (i.e., United Parcel Service, Federal Express, etc.), or registered or certified first-class mail, postage prepaid, return receipt requested through the United States Postal Service, to the address of the recipient Party designated below in this Section 45. Notices may be sent in the same manner to such other addresses as either Party may from time to time designate by Notice in accordance with this Section 45. Notice shall be considered received by the addressee, regardless of whether or when any return receipt is received by the sender or the date set forth on such return receipt, on the day the Notice is sent by messenger for immediate personal delivery, one (1) Business Day after delivery to a nationally recognized overnight delivery service, or three (3) days after the Notice is deposited with the United States Postal Service in accordance with this Section 45. Any attorney representing a Party may give any Notice on behalf of such Party. The Notice addresses for the Parties, as of the Effective Date, are as follows:

To City:	The City of San Diego
	Attention: Director, Department of Real Estate and Airport Management
	1200 Third Avenue, Suite 1700 (MS 51A)
	San Diego, CA 92101
	(619) 236-6020

To Surf Diva, Inc.
Concessionaire: Attn: Izzy Tihanyi
2160 Avenida de la Playa
La Jolla, CA 92037
(858) 531-3025

46. **TIME PERIOD CALCULATION.** Unless otherwise specified, all references to time periods in this Agreement measured in days shall be to consecutive calendar days, all references to time periods in this Agreement measured in months shall be to consecutive calendar months, and all references to time periods in this Agreement measured in years shall be to consecutive calendar years. Any reference to Business Days in this Agreement shall mean consecutive Business Days.

47. **INTERPRETATION PRINCIPLES.** No inference in favor of or against any Party shall be drawn from the fact that such Party drafted any part of this Agreement. The Parties participated substantially in the negotiation, drafting, and revision of this Agreement, with advice from legal and other counsel and advisers of their own selection. A word, term, or phrase defined in the singular in this Agreement may be used in the plural, and vice versa, all in accordance with ordinary principles of English grammar, which shall govern all language in this Agreement. The words "include" and "including" in this Agreement shall be construed to be followed by the words: "without limitation." Each collective noun in this Agreement shall be interpreted as if followed by the words "(or any part of it)," except where the context clearly requires otherwise. Every reference to a document, including this Agreement, refers to such document, as modified from time to time (excepting any modification violating this Agreement), and includes all exhibits, schedules, addenda, and riders to such document. The word "or" in this Agreement includes the word "and," except where the context clearly requires otherwise. Every reference to a law, statute, regulation, order, form, or similar Government requirement refers to each such requirement as amended, modified, renumbered, superseded, or succeeded, from time to time.

48. **GOVERNING LAW.** The procedural and substantive laws of the State shall govern the interpretation and enforcement of this Agreement, without application of conflicts of laws principles or statutes. The Parties acknowledge and agree that this Agreement is entered into, is to be fully performed in and relates to real property located in the County. All legal actions arising from this Agreement shall be filed in the Superior Court of the State in and for the County or in the United States District Court with jurisdiction in the County.

49. **ENTIRE AGREEMENT.** This Agreement, along with all Exhibits and incorporated documents, constitutes the entire Agreement between the Parties and supersedes any and all prior understandings, representations, warranties, and Agreements between them and pertaining to this Agreement and Concessionaire's occupancy, use, development, and maintenance of the Sites. Any modification, alteration, or amendment of this Agreement will be in writing and signed by all the Parties hereto.

50. **PRIOR AGREEMENT TERMINATION.** As of the Effective Date, all leases, right-of-entry permits, use and occupancy permits, or other agreements between City and Concessionaire concerning the Permitted Use on the Property, other than this Agreement, are terminated, except as to any rents, fees, rights, or remedies accrued to either Party under those agreements prior to the Effective Date.

51. **RELATIONSHIP OF PARTIES.** The Parties each intend and agree that City and Concessionaire are independent contracting entities and do not intend by this Agreement to create any partnership, joint venture, or similar business arrangement, relationship, or association between them.

52. **WARRANTY AGAINST PAYMENT OF CONSIDERATION FOR AGREEMENT.** Concessionaire represents and warrants to City that: (a) Concessionaire has not employed or retained any Person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees of Concessionaire; and (b) no gratuities, in the form of entertainment, gifts or otherwise have been or will be given by Concessionaire or any of Concessionaire's agents, employees, or representatives to any elected or appointed official or employee of City in an attempt to secure this Agreement or favorable terms or conditions for this Agreement. Breach of the representations or warranties in this Section 52 shall entitle City to terminate this Agreement immediately. Upon any termination of this Agreement under this Section 52, Concessionaire shall immediately repay to City all payments made to or on behalf of Concessionaire by City (if any) under this Agreement prior to the Termination Date.

53. **UNAVOIDABLE DELAY; EXTENSION OF TIME FOR PERFORMANCE.** Performance by either Party under this Agreement shall not be considered to be in Default, where any such Default is due to the occurrence of an Unavoidable Delay. Any Party claiming an Unavoidable Delay shall Notify the other Party: (a) within twenty (20) days after such Party knows of the Unavoidable Delay; and (b) within twenty (20) days after the Unavoidable Delay ceases to exist. To be effective, any Notice of an Unavoidable Delay must describe the Unavoidable Delay in reasonable detail. The Party claiming an extension of time to perform due to an Unavoidable Delay shall exercise commercially reasonable efforts to cure the condition causing the Unavoidable Delay, within a reasonable time. Notwithstanding anything to the contrary in this Agreement, no obligation of Concessionaire for payment of money under this Agreement may be delayed by the occurrence of an Unavoidable Delay, unless the delay in payment of money is due to an Unavoidable Delay that prevents or materially limits the ability to transfer funds by or between Federal or State chartered financial institutions.

54. **NO OTHER REPRESENTATIONS OR WARRANTIES.** Except as expressly set forth in this Agreement, no Party makes any representation or warranty material to this Agreement to the other Party.

55. **NO THIRD-PARTY BENEFICIARIES.** Nothing in this Agreement, express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any Person other than the Parties and their respective permitted successors and assigns (if any), nor is anything in this Agreement intended to relieve or discharge any obligation of any Third Person to any Party or give any Third Person any right of subrogation or action over or against any Party.

56. **TIME OF THE ESSENCE.** As to the performance of any obligation under this Agreement of which time is a component, the performance of such obligation within the time specified is of the essence of this Agreement.

57. **WAIVERS AND AMENDMENTS.** Each waiver of a term, provision, covenant, condition, restriction, or agreement contained in this Agreement must be in writing and signed by the authorized representative(s) of the Party making the waiver. Failure to insist on strict

compliance with a term, provision, covenant, condition, restriction, or agreement contained in this Agreement at any time or times shall not constitute a waiver of such term, provision, covenant, condition, restriction, or agreement at any other time, nor shall any waiver or relinquishment of any right or power under this Agreement at any time or times constitute a waiver or relinquishment of such right or power at any other time. Each amendment to this Agreement must be in writing and signed by the authorized representative(s) of both City and Concessionaire.

58. **ACCESSIBILITY ASSESSMENT.** City discloses to Concessionaire that the Property has not been inspected by a Certified Access Specialist (CASP). City further states:

A Certified Access Specialist (CASP) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

59. **CITY'S NOT LIABILITY.** City will not be liable to Concessionaire, its employees, agents, or representatives for any loss of revenue, business, or otherwise as a result of any weather conditions, beach closures, surf alerts, floods, fire, or any other acts of God, strikes, lockouts, labor disputes, unusual governmental delays, epidemics, freight embargoes, causes beyond the reasonable control of City, or in the City's performance of any act related to protecting the public health and safety.

60. **AUTHORITY TO CONTRACT.** Each individual executing this Agreement on behalf of another person or legal entity represents and warrants that he/she is authorized to execute and deliver this Agreement on behalf of such person or entity in accordance with duly adopted resolutions or other authorizing actions which are necessary and proper and under such legal entity's articles, charter, bylaws, or other written rules of conduct or governing Agreement, and that this Agreement is binding upon such person or entity in accordance with its terms. Each person executing this Agreement on behalf of another person or legal entity will provide City with evidence, satisfactory to CITY, that such authority is valid.

61. **SAN DIEGO'S STRONG MAYOR FORM OF GOVERNANCE.** All references to "City" in this Agreement will be deemed to refer to "the Mayor or his/her designee." This section will remain in effect for the duration City operates under the mayor-council (commonly referred to as "strong mayor") form of governance pursuant to Article XV of the San Diego City Charter.

62. **SURVIVAL OF AGREEMENT.** All the provisions of this Agreement shall be applicable to any dispute between the Parties arising from this Agreement, whether prior to or after the Termination Date, until any such dispute is finally and completely resolved between the Parties, either by written settlement, entry of a non-appealable judgment, or expiration of all applicable statutory limitations periods, and all terms and conditions of this Agreement relating to dispute resolution and remedies shall survive the Termination Date.

63. **INTEGRATION.** This Agreement includes thirty-one (31) pages and seven (7) exhibits (the exhibits are incorporated into this Agreement by reference) constituting the entire understanding and agreement of the Parties regarding the subject matter of this Agreement and supersedes all previous negotiations or agreements between the Parties relating to the subject matter of this Agreement.

64. **TITLES AND HEADINGS FOR REFERENCE ONLY.** The titles and headings of the articles, paragraphs, or sections of this Agreement are for convenience of reference only, are not to be considered a part of this Agreement, and shall not in any way interpret, modify, or restrict the meaning of any term, provision, covenant, condition, restriction, reservation, or agreement in this Agreement.

65. **SEVERABILITY.** If a term, provision, covenant, condition, restriction, or agreement contained in this Agreement or its application to any Person or circumstance shall to any extent be invalid or unenforceable, then the remainder of this Agreement, or the application of such a term, provision, covenant, condition, restriction, or agreement to Persons or circumstances other than those as to which the term or provision is invalid or unenforceable, shall not be affected by such invalidity. All remaining terms, provisions, covenants, conditions, restrictions, or agreements contained in this Agreement shall be valid and enforced to the fullest extent Law allows.

66. **COUNTERPARTS.** This Agreement may be signed in multiple counterpart originals, each of which shall be considered an original, and all of which shall constitute one and the same agreement.

67. **ELECTRONIC SIGNATURES.** The Parties agree: (a) to deliver and accept signatures on or under this Agreement by e-mail or electronic means (including digital signatures); and (b) that signatures delivered by e-mail or electronic means (including digital signatures) shall be binding as originals upon the Party so signing and delivering.

68. **EXHIBITS.** All the exhibits attached to this Agreement are described as follows:

EXHIBIT A	Definitions
EXHIBIT B	Property and Site(s) Description
EXHIBIT C	Operating Plan
EXHIBIT D	Lifeguard Services Safety Requirements
EXHIBIT E	Insurance Requirements
EXHIBIT F	City Standard Contract Provisions
EXHIBIT G	Prevailing Wage Requirements

[Remainder of page intentionally blank. Signatures appear on immediately following page.]

(La Jolla Shores, #8 & #9 near the Lifeguard Tower)

Scanned with CamScanner

**EXHIBIT A
TO
CONCESSION AGREEMENT**

(La Jolla Shores, #8 & #9 near the Lifeguard Tower)

DEFINITIONS

1. [Intentionally Deleted].
2. Approval. Excluding this Agreement, all licenses, permits (including building, grading, demolition, alteration, use and special permits), approvals, consents, certificates, rulings, variances, authorizations, conditional use permits, or amendments to any of the foregoing, necessary or appropriate under any Law to commence, perform, or complete the Permitted Use on the Site(s).
3. Business Day. Any weekday on which City is open to conduct regular City functions with City personnel.
4. City. Defined in the first paragraph of this Agreement.
5. City Parties. Collectively, City, the City Council, and all City elected officials, employees, agents, and attorneys.
6. City Party. Individually, City, the City Council, and each City elected official, employee, agent, or attorney.
7. Claim. Any claim, loss, cost, damage, expense, liability, lien, action, cause of action (whether in tort, contract, under statute, at law, in equity, or otherwise, or foreseeable or unforeseeable), charge, award, assessment, fine or penalty of any kind (including consultant and expert fees and expenses, investigation costs of whatever kind or nature, and Legal Costs) and any judgment.
8. Concessionaire. Defined in the first paragraph of this Agreement.
9. [Intentionally Deleted].
10. Concessionaire Parties. Collectively, Concessionaire, its directors, officers, members, partners, employees, agents, contractors, attorneys, and all other Persons whom Concessionaire authorizes or allows to enter the Site(s).
11. Concessionaire Party. Individually, Concessionaire, its directors, officers, members, partners, employees, agents, attorneys, or other Person whom Concessionaire authorizes or allows to enter the Site(s).

12. County. The County of San Diego, California.
13. Default. Any Monetary Default or Non-Monetary Default.
14. Default Interest. The lesser of eight percent (8%) annually or the maximum rate allowed by Law.
15. Effective Date. Defined in the first paragraph of this Agreement.
16. Environmental Condition. Any of the following events relating to the Property and arising from the Permitted Use, any action by a Concessionaire Party, or any failure to act by a Concessionaire Party that had a duty to act: (a) an actual or alleged violation of any Environmental Law; or (b) a Hazardous Substance Discharge.
17. Environmental Law. All Federal, State, local, or municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees or requirements of any Government, now in effect or enacted after the Effective Date, regulating, relating to, or imposing liability or standards of conduct concerning: (a) any Hazardous Substance; (b) occupational health or industrial hygiene (only to the extent that the occupational health or industrial hygiene laws, ordinances, or regulations relate to Hazardous Substances on, under or about the Property or relating to the Permitted Use); (c) occupational or environmental conditions on, under or about the Property or relating to the Permitted Use; (d) or the regulation or protection of the environment, including ambient air, soil, soil vapor, groundwater, surface water, or land use.
18. Equity Interest. Any equity or ownership interest(s) (whether stock, partnership interest, beneficial interest in a trust, membership interest, or other interest of an ownership or equity nature) in a Person.
19. Event of Default. The occurrence of any one or more of the following:
 - 19.1 *Monetary Default*. A Monetary Default continuing for seven (7) days after Notice from the non-defaulting Party, specifying in reasonable detail the amount of money not paid, including the nature and calculation of each such amount, or the evidence of insurance not delivered;
 - 19.2 *Sign Removal*. Concessionaire's failure to remove an unauthorized Sign in accordance with Section 6.5;
 - 19.3 *Concessionaire Transfer*. The occurrence of a Transfer, whether voluntarily or involuntarily or by operation of Law, in violation of Section 3.2 in the main body of this Agreement;
 - 19.4 *Non-Monetary Default*. Any Non-Monetary Default, other than those specifically addressed in Sections 19.2 or 19.3, that is not cured within thirty (30) days after Notice to the Party in Default describing the Non-Monetary Default in reasonable detail. In the case of a Non-Monetary Default that cannot with reasonable diligence be cured within thirty (30) days after the date of Notice of the Non-Monetary Default to the Party in Default, the Party in Default shall not be in Default if it does all the following: (a) within thirty (30) days after the date of Notice of such Non-Monetary Default, Notify the other Party of the intention of the Party in Default to take all reasonable steps to cure such Non-Monetary Default; (b) within thirty (30) days after the date of

Notice of such Non-Monetary Default, commence curing the Non-Monetary Default; and (c) complete the cure of the Non-Monetary Default within a reasonable time.

20. Federal. Relating to or under the authority of the federal government of the United States of America.

21. Fees. Defined in Section 5 of this Agreement.

22. Government. Every governmental agency, authority, bureau, department, quasi-governmental body, utility, utility service provider, or other entity or instrumentality having or claiming jurisdiction over the Property or the Permitted Use, including the Federal, State, County, City (in City's governmental capacity) governments and their subdivisions and municipalities, including City, any planning commission, board of standards and appeals, building department, zoning board of appeals, design review board or committee, the California Coastal Commission, and all other applicable governmental agencies, authorities, and subdivisions having or claiming jurisdiction over the Property or any activities on or at the Property.

23. Gross Revenue. Defined in Section 5.6 of this Agreement.

24. Hazardous Substance. Any flammable substance, explosive, radioactive material, asbestos, asbestos-containing material, polychlorinated biphenyl, chemical known to the State to cause cancer or reproductive toxicity, pollutant, contaminant, hazardous waste, medical waste, toxic substance or related material, petroleum, petroleum product or any "hazardous" or "toxic" material, substance, or waste defined by those or similar terms or regulated as such under any Law, any matter, waste, or substance subject to any Law regulating, relating to, or imposing obligations, liability or standards of conduct concerning protection of human health, plant life, animal life, natural resources, property, or the enjoyment of life or property free from the presence in the environment of any solid, liquid, gas, odor, or any form of energy, from whatever source.

25. Hazardous Substance Discharge. Any deposit, discharge, generation, release, or spill of a Hazardous Substance occurring at, on, under, into, or from the Property, or during transportation of any Hazardous Substance to or from the Property, or arising at any time from activities conducted at, on, under, or from the Property, whether or not caused by a Party.

26. Indemnify. Indemnify, defend, and hold harmless the specified Person(s) from and against the Claim (alleged or otherwise), including Legal Costs and other costs incurred in enforcing the Party's indemnity obligation(s) relating to the Claim.

27. Law. Every law, ordinance, requirement, order, proclamation, directive, rule, or regulation of any Government applicable to a Party, the Property, or the Permitted Use, or otherwise relating to a Party, this Agreement, the Permitted Use, or any Party's rights, obligations, or remedies under this Agreement, whether in force on the Effective Date or passed, enacted, modified, amended, or imposed at some later time, subject in all cases, however, to any applicable waiver, variance, or exemption.

28. Legal Costs. In reference to any Person, all reasonable costs and expenses such Person incurs in any legal proceeding (or other matter for which such Person is entitled to be reimbursed for its Legal Costs), including reasonable attorneys' fees, court costs and expenses, and reasonable consultant and expert witness fees and expenses.

29. Mayor. The Mayor of City or his or her designee or successor in function.
30. Monetary Default. Any failure by a Party to pay, deposit, or provide, when and as this Agreement requires, any amount of money or evidence of insurance coverage, whether to or with a Party or a Third Person.
31. Non-Monetary Default. The occurrence of any of the following events, except to the extent constituting a Monetary Default: (a) the failure of a Party to perform one of its obligations under this Agreement; (b) the failure of a Party to comply with a material restriction or prohibition in this Agreement; or (c) any other event or circumstance that, with passage of time or giving of Notice, or both, would constitute a breach of this Agreement.
32. Notice. Any consent, demand, designation, election, notice, or request relating to this Agreement. All Notices must be in writing.
33. Notify. To give a Notice.
34. Parties. Collectively, City and Concessionaire.
35. Party. Individually, either City or Concessionaire, as applicable.
36. Permitted Use. Operation of surf instruction concessions and other incidental operations, such as boogie boarding and stand up paddle boarding. No solicitation or marketing is permitted on City beaches. Renting or selling of beach equipment or other merchandise is not allowed under this Agreement.
37. Person. Any association, corporation, Government, individual, joint venture, joint-stock company, limited liability company, partnership, trust, unincorporated organization, or other entity of any kind.
38. Prevailing Wage Law. Defined in 1, Section 1.
39. Prevailing Wage Determination. Any of the following: (a) any determination by the State or Federal Government that prevailing wage rates should have been paid, but were not; (b) any determination by the State or Federal Government that higher prevailing wage rates than those paid should have been paid; (c) any administrative or legal action or proceeding arising from any failure to comply with any Prevailing Wage Law, including the obligation to maintain certified payroll records under California Labor Code section 1776; or (d) any administrative or legal action or proceeding to recover wage amounts or impose penalties or sanctions, at law or in equity, including under California Labor Code section 1781 or 1782.
40. Primary Use. Defined in Section 3.3.
41. Property. That certain real property owned by City underlying each Site as depicted in Exhibit B attached hereto.
42. SDMC. Defined in Section 3.6.
43. Sign. Defined in Section 6.5.

44. Sites. The thirteen (13) Concession sites shown in Exhibit B attached hereto and the specific Concession sites that are the subject of this Agreement as identified in Section 3.1, as applicable depending on context.
45. Special Events. Defined in SDMC section 22.4003.
46. State. The State of California.
47. Term. Defined in Section 4.
48. Termination Date. Defined in Section 4.
49. Third Person. Any Person that is not a City Party, a Concessionaire Party, or an affiliate of a Party.
50. Transfer. Any of the following events, whether occurring by operation of law, voluntarily or involuntarily, or directly or indirectly: (a) any assignment, conveyance, grant, hypothecation, mortgage, pledge, sale, license, or other transfer, whether direct or indirect, of all or any part of Concessionaire's legal, beneficial, or equitable interest in this Agreement; (b) any conversion, exchange, issuance, modification, reallocation, sale, or other transfer of any direct or indirect Equity Interest(s) in Concessionaire by the owner(s) of such Equity Interest(s); (c) any transaction described in clause "(b)" affecting any Equity Interest(s) or any owner of Equity Interests (or in any other direct or indirect owner at any higher tier of ownership) through any manner or means whatsoever; or (d) any transaction that is in substance equivalent to any of the transactions described in clauses "(a)" through "(c)" of this Section 51. A transaction affecting Equity Interests, as referred to in clauses "(b)" through "(d)" of this Section 51 shall be deemed a Transfer by Concessionaire even though Concessionaire is not technically the transferor. A "Transfer" shall not, however, include any transaction (provided that the other Party receives Notice of such transaction at least fifteen (15) days before the transaction is final) relating to any Equity Interest: (a) that constitutes a mere change in form of ownership with no material change in beneficial ownership and constitutes a tax-free transaction under federal income tax law and the State real estate transfer tax; or (b) to any Person that, as of the Effective Date, holds an Equity Interest in, or is under common control with, the Person whose Equity Interest is being transferred.
51. Unavoidable Delay. A delay in either Party performing any obligation under this Agreement arising from or on account of any cause whatsoever beyond the Party's reasonable control, including strike, labor trouble or other union activity, casualty, war, act of terrorism, riot, litigation, Government action, regional natural disaster, pandemic, or inability to obtain materials. Unavoidable Delay shall not include delay caused by a Party's financial condition, illiquidity, or insolvency.
52. Year. Each of: (a) the twelve (12) calendar month period beginning on the Effective Date and continuing through the day before the immediately following anniversary of the Effective Date; and (b) every subsequent period of twelve (12) calendar months beginning on each anniversary of the Effective Date and ending on the day before the immediately following anniversary of the Effective Date. Each Year is referred to in this Agreement in consecutive chronological order, starting with "Year 1" and continuing with "Year 2," "Year 3," etc.

EXHIBIT B
TO
CONCESSION AGREEMENT

(La Jolla Shores, #8 & #9 near the Lifeguard Tower)

PROPERTY & SITES DESCRIPTION

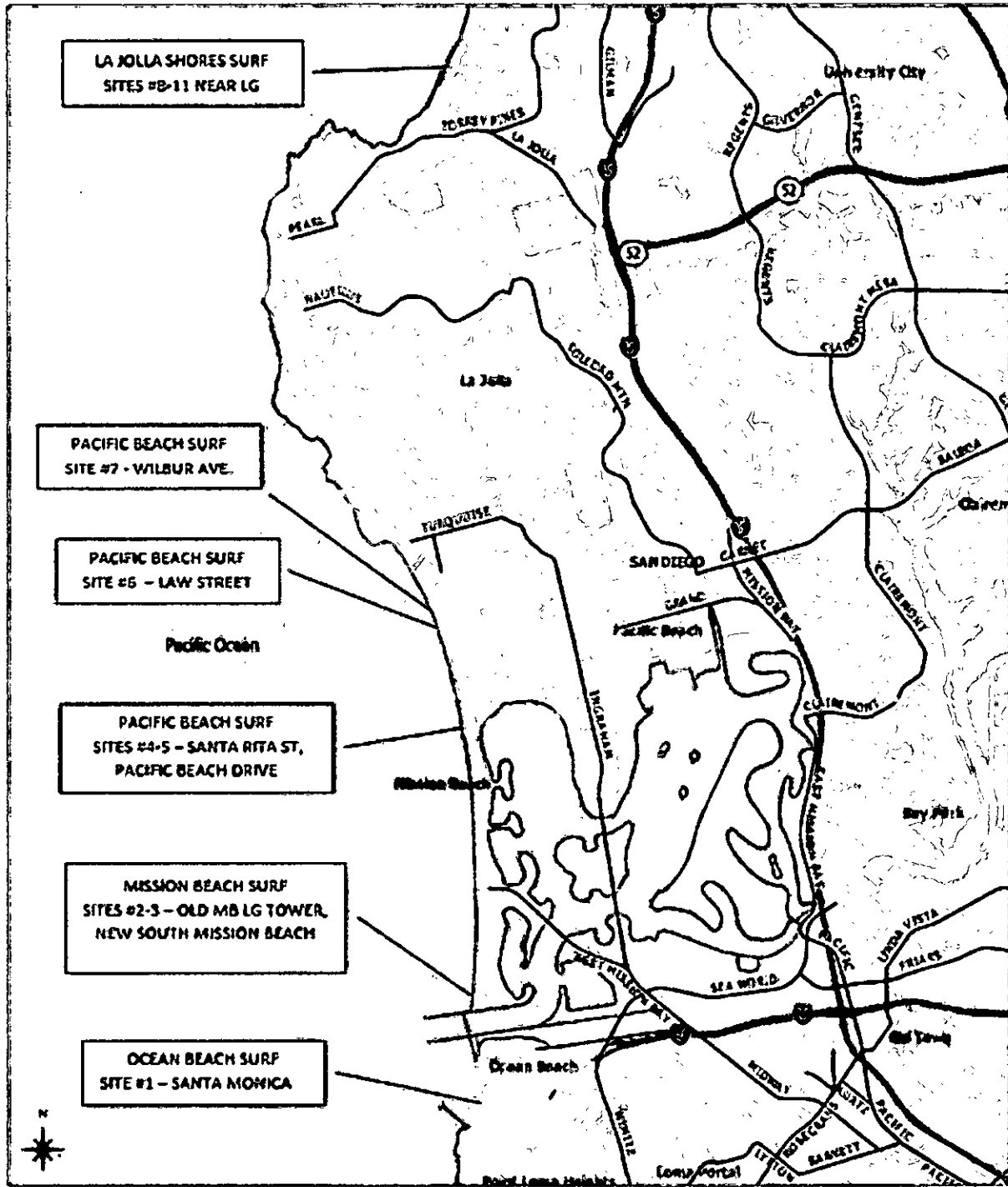


EXHIBIT B- 1
Property and Sites Description

**EXHIBIT C
TO
CONCESSION AGREEMENT**

E. OPERATING PLAN

Surf Diva, Inc. has demonstrated the ability to support the City's desire to operate La Jolla Shores Sites #10 & #11 for the benefit of the public, users, and the surrounding community.

This proposal includes detailed responses to the requirements.

Continuity of Operation

Surf Diva, Inc. will ensure continuity of operations at LA Jolla Shores sites #10 & #11 without interruption upon commencement of the license agreement. Having operated at these sites since 1996, Surf Diva Inc. is fully operational and will seamlessly continue to manage concessionaire responsibility at full steam.

- 1. OPERATING PLAN:** The proposed operating plan ("Operating Plan") provides a detailed description of the various types of programs, activities, and services proposed to be offered at Sites #10 & #11.
 - a.** The description, in detail, of the operations are accompanied with an explanation of how the requirements in the RFP are fulfilled. The Operating Plan covers the period of the first Agreement year - June 1, 2024 through May 31, 2025 and we understand that it is subject to change at the City's sole discretion. The Operating Plan addresses the following information:
 - i:** Hours of operation
 - ii:** Detailed response addressing each point in
Attachment 3: Lifeguard Services Safety Requirements
 - iii:** Organizational structure
 - iv:** Direct operator
 - v:** Emergency Response Plan
 - vi:** Necessary equipment

OPERATING PLAN SURF DIVA INC.

Surf Diva Surf School & American Surf Academy

La Jolla Shores Site #10 | March 2024

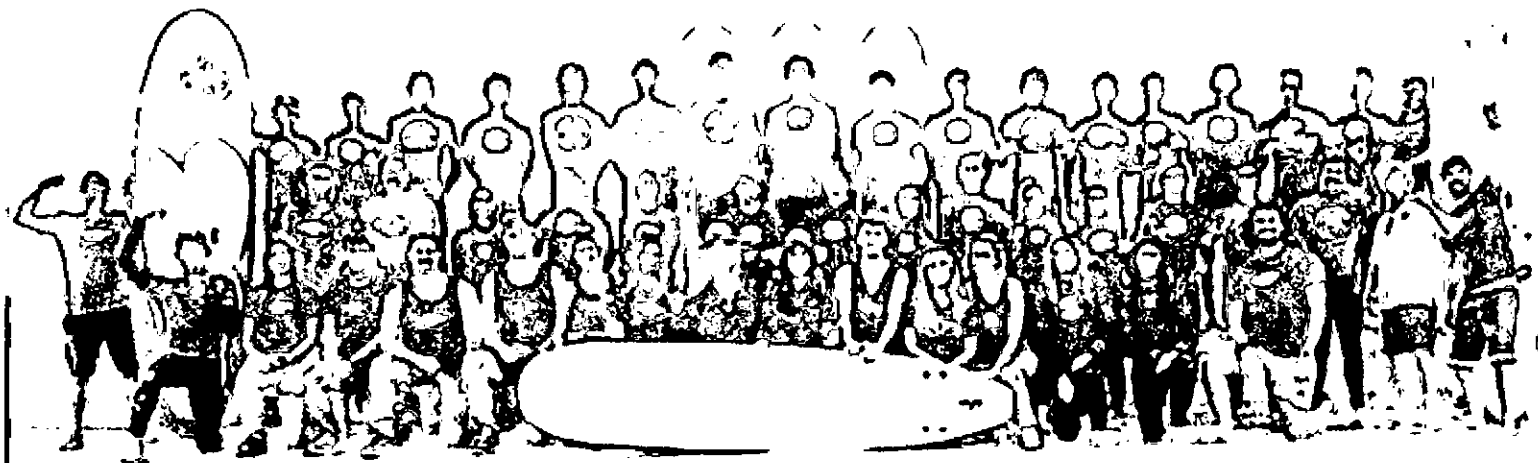
Surf & SUP instruction, camps,
private lessons, corporate events.

Surf Camps for ages 5 - 17

Surf Clubs



**AMERICAN SURF
ACADEMY**



CONFIDENTIAL

SURF AND SUP INSTRUCTION

Surf Diva Surf School

SCHEDULE OF CLASSES:

2-Day Co-ed Weekend	Clinics	2 Hours per day
5-Day Co-ed Weeklong	Clinics	2 Hours per day
2-Day Weekend Clinic	Clinics for Women	2 Hours per day
5-Day Weeklong	Clinics for Women	2 Hours per day
Private lessons daily	(Surf Diva & Divo)	1.5 Hours
Corporate events	(Co-Ed)	1.5 - 2 Hours
Birthday Parties	(Co-Ed)	1.5 - 2 Hours
Special Events and Groups	(Co-Ed)	1.5 - 2 Hours
Girl Scout Special Events	Clinics	1.5 - 2 Hours
Advanced Coaching	(Surf Diva & Divo)	1.5 Hours
Stand-Up Paddle (SUP) Lessons	(Surf Diva & Divo)	1.5 - 2 Hours
Party Wave Group Lesson	(Co-Ed)	1.5 Hours

American Surf Academy

SCHEDULE OF CLASSES:

Week-long Surf Camps	Camp	Monday – Friday
Kids/Teen Surf Club	Camp	Weekly (Saturdays)
Private & Group Surfing Lessons	(Surf Diva & Divo)	1.5 Hours
Stand-Up Paddle (SUP) Lessons	(Surf Diva & Divo)	1.5 - 2 Hours

NUMBER OF STUDENTS PER CLASS:

Surf Diva, Inc. has a maximum of 25 students in the water and 50 on land at any time.

Ratio: 1 instructor for every 5 students



CONFIDENTIAL

Surf Diva Surf School

DAYS AND HOURS OF OPERATION:

Monday - Friday Morning Session	8:30am - 12:30pm (water instruction begins at 9:00am)
Monday - Friday Afternoon Session	12:30pm - 5:00pm
Saturday - Sunday "Weekend Clinic"	9:00am - 12:00pm
Monday - Sunday Private & Group Lessons	8:30am - 5:00pm (water instruction begins at 9:00am)

No Class July 4th

American Surf Academy

DAYS AND HOURS OF OPERATION:

Monday - Friday Morning Session	8:30am - 12:30pm (water instruction begins at 9:00am)
Monday - Friday Afternoon Session	1:00pm - 5:00pm
Monday - Friday All Day Session	8:30am - 5:00pm (water instruction begins at 9:00am)
Monday - Sunday Private & Group Lessons	8:30am - 5:00pm (water instruction begins at 9:00am)

No Class July 4th

(Private Surf & SUP Lessons run Monday - Sunday for anyone ages 5 and up.

Adult Clinics run Monday - Friday ages 12 and up.)



CONFIDENTIAL

PRICING: SURF DIVA SURF SCHOOL

PRICE LIST

Adult Weekend Clinics Level 1 (Women & Co-Ed Options)	\$230 (2-days)
Adult Weekend Clinics Level 2 (Women & Co-Ed Options)	\$230 (2-days)
1 Student 1.5 Hours Private Surf Lessons	\$160 / per person
2 Student 1.5 Hours Private Surf Lessons	\$120 / per person
3 Student 1.5 Hours Private Surf Lessons	\$115 / per person
4 Student 1.5 Hours Private Surf Lessons	\$110 / per person
5 Student 1.5 Hours Private Surf Lessons	\$105 / per person
1 Student 1.5 Hours Private (SUP) Lessons	\$175 / per person
2-3 Student 1.5 Hours Private (SUP) Lessons	\$135 / per person
Special Events, Corporate & Group Lessons (Co-Ed) 1.5 Hour	\$150 & up
Birthday Parties, Girl Scout Troops, Sports Teams (Co-Ed) 1.5 Hour	\$75 & up
Party Wave Drop-in Group Lessons (Co-Ed) 1.5 Hour	\$75 & up
Youth Groups of 100 or more participants (Co-Ed) 1.5 Hour	\$58 / per person
Disadvantaged Youth Group (Co-Ed) 1.5 Hour	\$50 / per person

PRICING: AMERICAN SURF ACADEMY

PRICE LIST

Kids & Teens Half-Day Camp (Morning or Afternoon Sessions)	\$595 (5-days)
Kids & Teens Full-Day Camp (Morning and Afternoon Session)	\$975 (5-days)
Kids & Teens Surf Club (1.5 Hour Weekend Sessions)	\$590 (8 Sessions)

SUMMARY OF MATERIALS COVERED IN CLASS:

At Surf Diva, Inc. our Surf Instructors teach class participants the basic fundamentals of surfing. Before our students even step into the water, our Surf Instructors thoroughly review a selection the following based on skill level and previous experience:

- Ocean Awareness
- Ocean Currents / Formation of Waves (different types of beaches, etc.)
- Safety (priority rules, right of way in the water, board handing, etc.)
- Wave riding (foot position, pop-up, hand placement, paddling, etc.)
- Surfing Etiquette
- Environmental Awareness
- Marine Life
- Stretching Techniques
- Parts of the Surfboard
- History of Surfing
- Surfing Terminology and Lingo
- Geography of Surfing

Surf Diva is an equal-opportunity surf school and caters to all gender and backgrounds ages 5 & up. We teach in a fun and encouraging environment and do not tolerate any kind of bullying in or out of the water. We shine a bright light on surfing and the ocean environment and hope to continue to serve the community of San Diego for another 5 years and beyond.



CONFIDENTIAL

INTERPRETIVE PROGRAM OR ACTIVITY:

Surf Diva Inc. teaches all participants the importance of keeping our natural resources and the ocean environment clean and healthy. It is everyone's responsibility to respect the environment. Teaching this respect of the surfing environment and beach community is an integral part of what we do.

Surf Diva Inc. uses an interpretive program or activity for each of its classes. For a weeklong class, Surf Diva Inc. uses one of the following interpretive programs each day. For a one-time class the Surf Instructor will discuss several of the following elements depending on the participants' previous experience.

Ocean Awareness/Currents/Surfing Etiquette (how to stay out of someone's way, when not to go out surfing, how not to panic, the importance of using sunscreen, etc...)

Paddling out (different ways to go the waves, including: duck dive, push up over the wave, turn turtle, sitting on the tail of the board, turning for a wave.)

Evolution of surfboards and surfing equipment design (shaping of boards, fin design, how the shape affects the function, what materials are used in making boards, how the design has changed over time, how a wetsuit works.)

Environmental conservation (how to minimize our impact on the environment, how human actions affect the beach and ocean environment, restoration plan, why it's important to pick up trash.)

What is a City Beach and it's importance (purpose of City beaches in preserving nature and teaching people about our environment)

The Marine Environment (observing the ocean, tides, wave structure, the surrounding environment, and marine biology and habitat)

Keeping Active (the importance of exercising and using our City's many parks and recreational programs to help us stay healthy)

Beach Games for American Surf Academy students

CONFIDENTIAL

SAMPLE LESSON PLAN:

SURF DIVA 1.5 HOUR SURFING LESSON

1. 20 minute land lecture discussing Ocean Safety, Ocean Awareness, Surfing Etiquette, parts of the surfboard
2. Students suit up, apply sunscreen
3. Students are divided into groups of 5 with matching rashguards
4. Review conditions
5. Review on how to handle yourself in the surf, 5 practice "pop-ups" before entering the water
6. Correct techniques in the surf
7. Demonstrate and teach students how to move across the board once they are standing, to get more speed in the wave.
8. How to angle the board across the the wave (front-side and back-side)
9. Explain the unwritten rules of surfing. These rules are apply everywhere around the world
10. Code of conduct for surfing etiquette and explain to students how surfers at the peak have priority
11. Finish lesson, review on what they have learned and experienced. Next step to progressing skills
12. Student receives Surfing Diploma



CONFIDENTIAL

**SAMPLE LESSON PLAN:
AMERICAN SURF ACADEMY**

1. 20 minute Land Lecture discussing Ocean Safety, Ocean Awareness, Surfing Etiquette, Parts of the Surfboard
2. Student suit up, apply sunscreen
3. Students are divided into groups of 5 with matching rashguards
4. Review conditions
5. Review on how to get in the surf, 5 practice "pop-ups" before entering surf
6. Correct techniques in the surf
7. Take a 5 minute break with the students on the sand (review what they have learned)
8. Back in water and show students how to paddle
9. Explain the unwritten rules of surfing. These rules are apply everywhere around the world
10. Finish lesson, review on what they have learned and experienced. Next step to progressing skills
11. Student receives Surfing Diploma



CONFIDENTIAL

**SAMPLE LESSON PLAN:
STAND UP PADDLE BOARD**

1. After check-in, students meet at the beach in front of the Surf Diva site. Have a board, paddle, and lifevest ready.
2. Go over the safety plan and emergency procedure. 5 mins.
3. Paddle handling: Hold T bar, paddle facing back, basic forward motion, turning, stroke skills. 5 mins.
4. How to fall off and get back on the board: Cover head, avoid landing on board. 5 mins.
5. Start out by paddling on knees through small whitewater waves in the channel. Avoid other surfers and crowds. Stay out of the mix. Make sure not to drift into the swim areas.
6. Once past the breakers (out of traffic), students wait for the rest of the group to catch up. 10 mins.
7. Re-group and demonstrate the pop up: face oncoming swell, knee paddle a few strokes for glide to create balance, hands on paddle laying on board, stand up gently to parallel, stance, put paddle into water immediately to assist with balance, start paddling to the horizon. Practice 5 min.
8. Head to flat water and paddle parallel to the beach. 20 minutes paddle practice.
9. Work on turns for 10 mins.
10. 5-minute break; sit on boards in a semicircle (bring students in close to answer questions, point out the sights: LJ Cove, Black's, Pier, waves on inside Slides, etc.)
11. Start to paddle back: 20 minutes. Re-group before coming through the surf zone. Remind safety rules: don't jump off board in shallow water, avoid other people.
12. Paddle into the shore on knees, through the surf zone. Once safely on the shore, remove the leash, wrap it around the board and carry the paddle to the sand. Buddy-carry board to the grass. Make sure boards are not in the way of beach users. 10 min.



NEUTRAL STANCE:

1. Feet Parallel
2. Knees slightly bent
3. Shoulders back
4. Head up
5. Core engaged
6. Hips loose

POSITION:

1. Neutral stance in sweet spot
2. Too far back = stall and fall
3. Too narrow stance/too wide = wobbles
4. Look at horizon, not at your feet

PADDLING OUT:

Lay paddle flat on board with the blade under the chest, "Surfer" paddle out.

ADVANCED PADDLING TIPS

1. Tip the blade sideways to slice through onshore breeze
 2. Bring elbows up to forehead level before dipping
 3. Pull with straight arms
 4. Use core and abs to move paddle through water
 5. Keep strokes fast and steady to move smoothly not rock the sides of your boards.
- Over the water: Go for the glide!

ADVANCED TURNING

Pivot Turn: Surfer stance, knees bent low for balance, take small short strokes in tight circles to turn on a dime. Weight should be on the tail of the board, nose of the board out of the water. This is very tippy so remind students to keep momentum moving.

STANDING UP

1. There are three different options, all work great, HOLD on to the paddle when getting up:
2. From the knees, use paddle as a balance while bringing up one foot at a time.
3. Get some speed while paddling on your knees, then pop up (good when in choppy water: forward motion will increase stability).
4. Stand up with both feet directly to a NEUTRAL parallel stance.

PADDLING

1. Shift weight side to side for balance
2. Keep paddle in the water to maintain stability
3. Hold top of paddle with one hand and shaft with the other
4. Short strokes to maintain balance
5. Sculling to stay still
6. Paddle perpendicular into the oncoming waves so the chop does not rock the sides of your boards.

TURNING

1. Three main types of turns (all take some practice)
2. Backpaddle: put the breaks on-3 backpaddles/2 forward strokes on the opposite side and go.
3. Heelside Kick Turn: surf stance pivot turn, don't sink tail, constant Paddle, bend knees and put more pressure on back foot.
4. Frontside Kick Turn
5. Bonus turn: Fin first turns

OPERATING PLAN SURF DIVA INC.

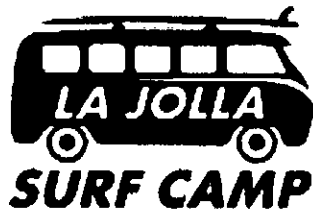
La Jolla Surf Camp & Menehune Surf

La Jolla Shores Site #11 | March 2024

Surf & SUP instruction, camps,
private lessons, corporate events.

Surf Camps for ages 5 - 17

Surf Clubs



**MENEHUNE
SURF**



CONFIDENTIAL

SURF AND SUP INSTRUCTION

La Jolla Surf Camp

SCHEDULE OF CLASSES:

Description	Class Type	Duration
Weeklong classes / camp	Monday - Friday	9:00am - 5:00pm
Boogie Bees (Bodyboard) Camp	Monday - Friday	9:00am - 5:00pm
Birthday Parties	Monday - Friday	9:00am - 5:00pm
Private Lessons	Daily	9:00am - 4:00pm
Standup Paddleboard (SUP)	Daily	9:00am - 4:00pm



CONFIDENTIAL

Menehune Surf Camp

SCHEDULE OF CLASSES:

Description	Class Type	Duration
Week-long classes/camp	Monday - Friday	9:00am - 5:00pm
Private Lessons	Daily	9:00am - 4:00pm
Standup Paddleboard (SUP)	Daily	9:00am - 4:00pm
Surf Club	Saturdays & Sundays	



NUMBER OF STUDENTS PER CLASS:

Surf Diva, Inc. has a maximum of 25 students in the water and 50 on land at any time.

Ratio: 1 instructor for every 5 students

CONFIDENTIAL

La Jolla Surf Camp

DAYS AND HOURS OF OPERATION:

Description	Duration
Monday - Friday Morning Session:	9:00am - 12:30pm
Monday - Friday Afternoon Session:	1:00pm - 4:00pm
Monday - Friday Full Day (Morning & Afternoon)	9:00am - 4:00pm
Monday - Sunday Private & Group Lessons:	8:30am - 5:00pm
No Class July 4th	

Menehune Surf Camp

DAYS AND HOURS OF OPERATION:

Description	Duration
Monday - Friday Morning Session:	8:30am - 12:00pm
Monday - Friday Afternoon Session:	12:30pm - 3:00pm
Monday - Friday Full Day (Morning & Afternoon)	8:30am - 3:00pm
Monday - Sunday Private & Group Lessons:	8:30am - 5:00pm
No Class July 4th	

CONFIDENTIAL

PRICING: LA JOLLA SURF CAMP

PRICE LIST

Kids & Teens Half-Day Camp (Morning or Afternoon Sessions)	\$595 (5-days)
Kids & Teens Full-Day Camp (Morning and Afternoon Session)	\$975 (5-days)
Kids & Teens Surf Club (1.5 Hour Weekend Sessions)	\$590 (8 Sessions)

PRICING: MENEHUNE SURF CAMP

PRICE LIST

Kids & Teens Half-Day Camp (Morning or Afternoon Sessions)	\$595 (5-days)
Kids & Teens Full-Day Camp (Morning and Afternoon Session)	\$975 (5-days)
Group Lesson "Aloha Wave"	\$110 /per person

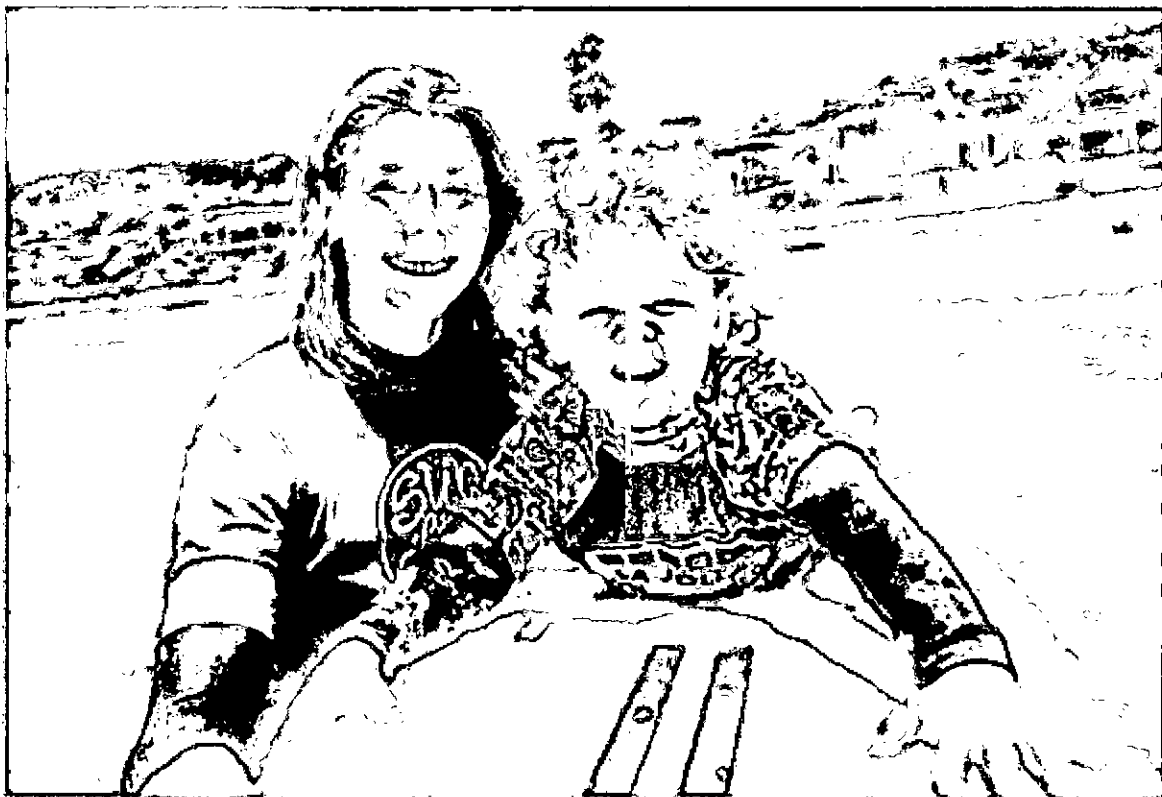


CONFIDENTIAL

SUMMARY OF MATERIALS COVERED IN CLASS:

At Surf Diva, Inc. our Surf Instructors teach class participants the basic fundamentals of surfing. Before our students even step into the water, our Surf Instructors thoroughly review several of the following:

- Ocean Awareness
- Ocean Currents / Formation of Waves (different types of beaches, etc.)
- Safety (priority rules, right of way in the water, board handing, etc.)
- Wave riding (foot position, pop-up, hand placement, paddling, etc.)
- Surfing Etiquette
- Environmental Awareness
- Marine Life
- Stretching Techniques
- Parts of the Surfboard
- History of Surfing
- Surfing Terminology and Lingo
- Geography of Surfing



CONFIDENTIAL

INTERPRETIVE PROGRAM OR ACTIVITY: LA JOLLA SURF CAMP

Surf Diva Inc. teaches all participants the importance of keeping our natural resources and the ocean environment clean and healthy. It is everyone's responsibility to respect the environment. Teaching this respect for the surfing environment and beach community is an integral part of what we do.

Ocean Awareness/Currents/Surfing Etiquette (how to stay out of someone's way, when not to go out surfing, how not to panic, the importance of using sunscreen, etc...)

Paddling out (different ways to go the waves, including: duck dive, push up over the wave, turn turtle, sitting on the tail of the board, turning for a wave.)

Evolution of surfboards and surfing equipment design (shaping of boards, fin design, how the shape affects the function, what materials are used in making boards, how the design has changed over time, how a wetsuit works.)

Environmental conservation (how to minimize our impact on the environment, how human actions affect the beach and ocean environment, restoration plan, why it's important to pick up trash.)

What is a City Beach and it's importance (purpose of City beaches in preserving nature and teaching people about our environment)

The Marine Environment (observing the ocean, tides, wave structure, the surrounding environment, and marine biology and habitat)

Keeping Active (the importance of exercising and using our City's many parks and recreational programs to help us stay healthy)

Beach Games Beach relay, water alligator game, face painting, icebreaker

CONFIDENTIAL

INTERPRETIVE PROGRAM FOR MENEHUNE SURF:

***Water safety** - ocean swells (size, direction and force), riptide identification and reaction/instruction, natural and man-made hazards, and stingray shuffle.

***Surf Etiquette** - no tailgating, not lining up with other surfers, safe distance, and being aware of these around them, "Stay out of the mix"

***Surf Instruction** - paddling out, popping out, how to carry the board, refraining from positioning the board across your body, keeping the nose forward, and how to use the leash and board.

***Wave and tidal information**

***Surf history**

*** Surfboard construction and repair**

*** Fitness and nutrition**

***Coastal/Ocean stewardship and preservation**

*** Marine life, shore birds and marine plants**

*** Surf technique and balance exercise**

*** Games and fun**



CONFIDENTIAL

SAMPLE LESSON PLAN: LA JOLLA SURF CAMP

15 min. Land Lecture discussing Ocean Safety, Ocean Awareness, Surfing Etiquette

Parts of the Surfboard

Students suit up, apply sunscreen

Students are divided into groups of 5 with matching rashguards

Review conditions

Review on how to get in the surf, 5 practice 'pop ups' before entering surf

Correct techniques in the surf

Take 5 minute break with the students on the sand

(review what they have learned)

Back in water and show students how to paddle

Explain that, in surfing, as with all sports, there are rules. They are not written down, but you must learn them- the beauty is that the rules apply EVERYWHERE around the world

Finish lesson, review on what they have learned and experienced.

Next steps to progressing skills

Students receiving a Surfing Diploma / Surfers are part of the solution, the ocean is our life.

CONFIDENTIAL

SAMPLE LESSON PLAN: MENEHUNE SURF CAMP

Ocean Awareness/Currents/Surfing Etiquette (how to stay out of someone's way, when not to go out surfing, how not to panic, the importance of using sunscreen, etc...)

Paddling out (different ways to go the waves, including: duck dive, push up over the wave, turn turtle, sitting on the tail of the board, turning for a wave.)

Evolution of surfboards and surfing equipment design (shaping of boards, fin design, how the shape affects the function, what materials are used in making boards, how the design has changed over time, how a wetsuit works.)

Environmental conservation (how to minimize our impact on the environment, how human actions affect the beach and ocean environment, restoration plan, why it's important to pick up trash.)

What is a City Beach and it's importance (purpose of City beaches in preserving nature and teaching people about our environment)

The Marine Environment (observing the ocean, tides, wave structure, the surrounding environment, and marine biology and habitat)

Keeping Active (the importance of exercising and using our City's many parks and recreational programs to help us stay healthy)

Beach Games Beach relay, water alligator game, face painting, icebreaker

CONFIDENTIAL

OUR SURF CLUB COACHES COVER:

***Water safety** – ocean swells (size, direction and force), riptide identification and reaction/instruction, natural and man-made hazards, and stingray shuffle.

***Surf etiquette** – no tailgating, not lining up with other surfers, safe distance, do not drop in on other surfers. Know the rules of the peak. Do not paddle around locals to claim priority on a wave. Give up waves to less skilled surfers and respect the lineup.

***Surf Instruction** – duck diving, (don't bail your board), timing, wave selection, generating speed, maneuvers, tricks, turns, tubes and tail slides.

***Surf contest participation**

***Intermediate to Advanced surf skills**

***Surf history and respect for the craft**

***surfboard construction and repair**

***Fitness and nutrition**

***Coastal/Ocean stewardship and preservation: how we all impact the environment.**

CONFIDENTIAL

Standup Paddleboard Surf Lessons (SUP)

Surf Diva, Inc. offers Standup paddleboard (SUP) lessons daily from 9am to 5pm year-round. All lessons are scheduled at least a day in advance by telephone. SUP are group lessons and are 1.5 hours long. Group lessons are one instructor per 5 people. We offer group SUP lessons to people ages 14 and up.

Students check-in at our storefront located at 2160 Avenida de la Playa. The rashguard is worn on the outside of the wetsuit in order to identify them as a SUP student, a visual key for our instructors and the lifeguards. Once the students are ready we give them directions to our surf site on the beach and their instructors name.

SUP Lesson Material

*Water safety – ocean swells (size, direction, and force), riptide identification and reaction/instruction, natural and man-made hazards, and stingray shuffle.

*SUP Instruction – paddling out on knees, standing up, how to use the paddle and board, and positioning beyond the surf zone and wind direction to be able to paddle back in.

*Marine and Ocean conservation and preservation

The remaining time is spent teaching the students to standup paddleboard with hands-on attention and instruction, depending on student needs.

If the surf is too large Surf Diva, Inc. will seek prior approval from the Lifeguards to launch the SUPs from the boat launch.



ATTACHMENT 3
LIFEGUARD SERVICES SAFETY REQUIREMENTS

LA JOLLA SHORES - SITES 10 AND 11

As per Attachment 3:

Lifeguard services safety requirements in the RFP, Operating Plans for all Sites will comply fully with the requirements as detailed below:

01. Maximum Number of Participants

Maximum number of participants/boards on the beach and in the water

A maximum of 50 students per Site may be on the beach at any one time. Of those 50 students, a maximum of 25 students per group may be in the water at any one time

02. Identifying Markers

Instructors (surf and SUP) from Surf Diva will wear red rashguards with the Surf Diva logo on the front and SURF INSTRUCTOR on the back. Students with Surf Diva will wear a color-specific rashguard with the Surf Diva logo. There will be 1 different color for each group of up to 5 students, to differentiate groups, including: Blue, Orange, Green, Yellow, White, Pink. Both instructors and students will wear their rashguards at all times while in the water. The City issued sign with the SURF DIVA name will be clearly posted at the Site whenever classes are in progress.

Instructors from La Jolla Surf Camp will wear red rashguards with the Surf Diva logo on the front and SURF INSTRUCTOR on the back. Students with La Jolla Surf Camp will wear a color-specific rashguard with the La Jolla Surf Camp logo. There will be 1 different color for each group of up to 4 students (5 students if they are adults), to differentiate groups, including: Blue, Orange, Green, Yellow, White. Both instructors and students will wear their rashguards at all times while in the water. The City issued permit sign will be clearly posted at the Site whenever classes are in progress.

Instructors from American Surf Academy will wear red rashguards with the Surf Diva logo on the front and SURF INSTRUCTOR on the back. Students from American Surf Academy will wear a color-specific rashguard with the American Surf Academy logo. There will be 1 different color for each group of up to 5 students, to differentiate groups, including: Blue, Orange, Green, Yellow, White. Both instructors and students will wear their rashguards at all times while in the water. The City issued permit sign will be clearly posted at the Site whenever classes are in progress.

Instructors from Menehune Surf will wear red rashguards with the Surf Diva logo on the front and SURF INSTRUCTOR on the back. Students from Menehune Surf will wear a color-specific rashguard with the Menehune Surf logo. The students will be in blue rashguards and will be separated by age and ability. Both instructors and students will wear their rashguards at all times while in the water. The City Issued permit sign will be clearly posted at the Site whenever classes are in progress.

03. Student to Instructor ratios.

For surfing, there is a 1:5 instructor to student ratio. For flat water SUP, there is a 1:5 instructor to student ratio. For SUP Surf, there is a 1:2 instructor to student ratio. Anytime students are in the water at least one American Red Cross certified instructor is present and supervising the class.

04. Beach Access

Surf Diva, La Jolla Surf Camp, American Surf Academy, and Menehune Surf will not exclude the public from any Site and beach access will be kept clear at all times. Surfboards are kept stacked in neat piles of up to 10 boards adjacent to the canopy, in a position that does not obstruct beach access.

05. Concession Site/Location

Surf Diva, La Jolla Surf Camp, American Surf Academy, and Menehune Surf operate from their assigned Site on the beach. In-water operations are conducted in the immediate surfing area in front of each beach Site. It is understood that based on safety considerations, Lifeguards may approve an alternate water operation Site. Kids and teen camps meet at the grass by the north showers and escort participants from the park facilities to the designated Site.

All participants check-in 30 minutes prior to the lesson at the Surf Diva Surf Shop (2160 Avenida de la Playa La Jolla, CA 92037) where any logistics and payments are coordinated. The location is ADA compliant.

SUPs are launched in the surf zone near designated surf camp Site per Concession Agreement. When SUPs are not able to be launched in front of the surf camp Site because of large surf, approval will be requested from the Lifeguards to enter and exit from the boat launch. In these situations, the SUP will be considered a vessel and will have a personal floatation device. The SUPs will remain outside the surf zone at the boat launch unless entering or exiting the water.

06. Equipment

Surf Diva, La Jolla Surf Camp, American Surf Academy, and Menehune Surf provide equipment to students, including a soft foam surfboard with a leash; hardboards have a nose guard and tail guard protection.

SUPs all have a leash and PFDs for participants.

07. Minimum Requirements for Instructors

The minimum age for an instructor at Surf Diva, La Jolla Surf Camp, American Surf Academy, and Menehune Surf is eighteen (18) years of age.

All of our instructors are certified with the American Red Cross "Lifeguarding", American Red Cross "CPR", and American Red Cross "First Aid Basic".

Every Surf Diva, Inc. instructor must pass the "Surf Diva tryouts" prior to being interviewed. The tryouts consist of a 20-minute surfing skills test where each wave is scored based on wave selection, skill, maneuvers, etiquette, ability to identify a rip current, and being able to paddle out through a rip current to the outside. Waves are scored on a scale of 1 to 10 based on Surfing America Judging criteria. Applicants must score a minimum of 8.5 to qualify for an Interview.

Instructor Education and Experience Requirements

Surf Instructors must have strong surfing skills with good knowledge of the ocean. They must enjoy working with students of all abilities and ages in an outdoor environment. Prior surf school teaching experience is a plus, as is EMS/EMT, lifeguard, and school teacher experience.

Instructors must be reliable, punctual, organized, and compassionate, and have excellent verbal and written communication skills. Foreign language skills are a plus.

Instructor Recruitment and Screening Process

Before being hired instructors must pass a detailed written test on surfing equipment, Etiquette, ocean conditions, and surfing history. After a thorough interview process, they must shadow six lessons with a Head Surf Instructor and then complete an additional 10 hours of in-service paid training. The Surf Diva, Inc. qualification includes Advanced First Aid and resuscitation techniques as well as surf safety and prevention.

Instructors participate in an Ocean Rescue Training session taught by City of San Diego lifeguard trainers. The training covers in-water rescues with surfboards, prevention, and the Surf Diva, Inc. Emergency Response Plan.

Additionally, they undergo extensive surf and SUP instruction training taught by Izzy, Coco, and senior level instructors.

Our instructors must also undergo a background check by the Department of Justice via Livescan, as well as an employer reference check.

08. Waivers

Participants are asked to check-in 30 minutes prior to their lesson at the Surf Diva Surf Shop located at 2160 Avenida de la Playa, La Jolla, CA 92037 to sign waivers and complete payment transactions. The waiver covers the programs operated by Surf Diva, Inc. (Surf Diva, La Jolla Surf Camp, American Surf Academy, and Menehune Surf) and Holds the CITY, its' agents, officers and employees harmless and indemnifies the same from any claims relating to the participants' activities on the CITY beach which arise from, or are in any manner connected with the services provided to the participants under this Agreement. Surf Diva, Inc. has a signed waiver on file from each participant, or their legal guardian if under 18 years of age.

In addition, a separate "SUP Safety: Surf Diva Style" rules must be signed by any SUP Participant.

Waivers are kept on-file.

09. First Aid Kit

An American Red Cross first aid kit, approved by a City of San Diego Lifeguard, is onsite at all times. Prior to the initial class of the season, we will arrange with the Lifeguard for an initial equipment and first aid safety inspection.

10. EMERGENCY RESPONSE PLAN FOR SURF CONCESSIONS

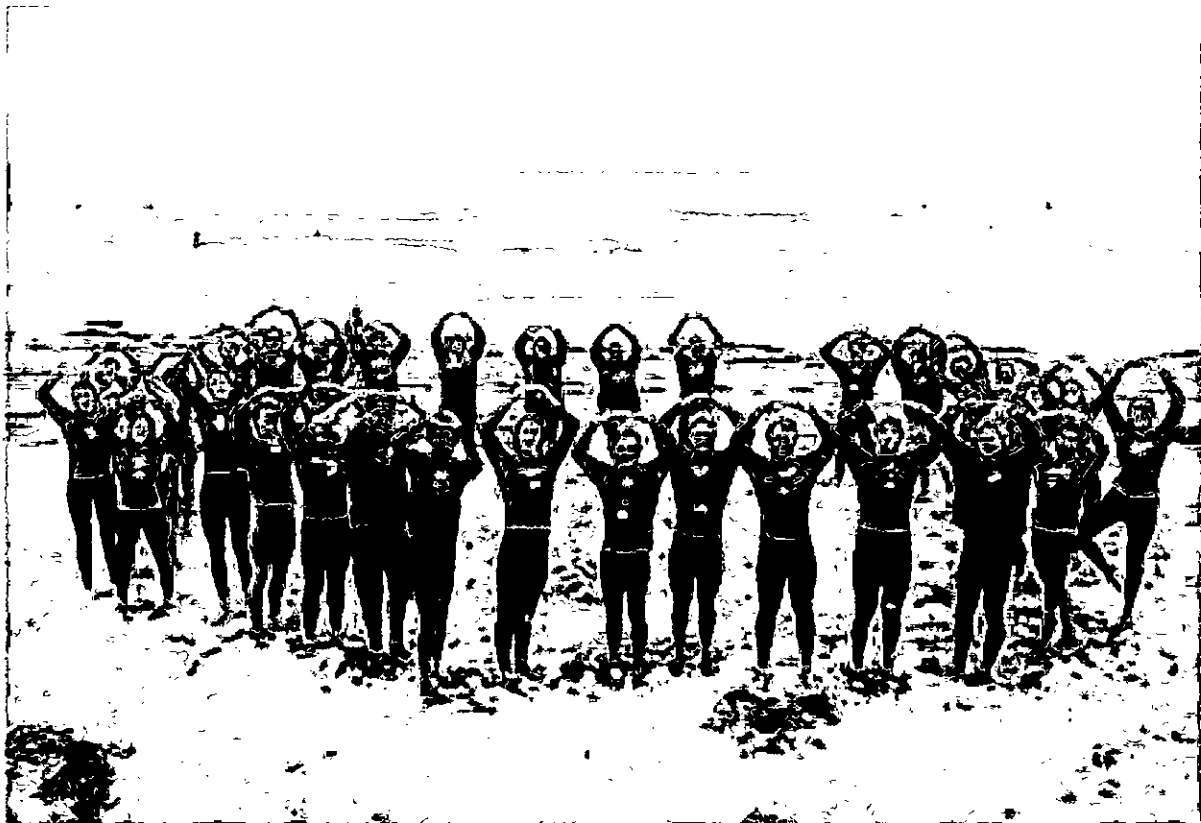
The following plan is the minimum level of response and readiness for our surf concession during emergency situations. A detailed description of our Emergency Response Plan is included in this RFP.

Ocean Conditions

All Surf Diva, Inc. surf instructors ensure that the ocean conditions are safe to conduct class based on the skill levels of the instructor and the students, prior to entry in the ocean. Instructors are trained to signal to Lifeguards immediately in case of emergency.

For SUP lessons in the surf zone, wave faces must not exceed 3 feet.

Surf Zone Safety - Special consideration will be made to stay away from the main peak or crowded areas.



GENERAL RESCUE PROCEDURES FOR WATER EMERGENCIES

Survey the scene.

The rescuer should consider their level of rescue skill prior to attempting a rescue.

Ensure proper use of rescue equipment.

Safely approach and determine if the victim is distressed.

Perform and rescue based on American Red Cross training.

Move the victim to safety.

Remove the victim from the water.

Perform a primary survey.

If an emergency exists, ensure that someone activates 911 and requests Lifeguard assistance.

Provide first aid until emergency medical services (EMS) arrive.

If other instructors and students are in the water, they should be directed to the beach until the emergency is clear. Other instructors should provide assistance as needed.



GENERAL RESCUE PROCEDURES FOR LAND EMERGENCIES

Survey the scene.

Approach the victim when it is safe for the rescuer.

Perform a primary survey.

If an emergency exists requiring EMS, activate the 911

system and ensure paramedics and San Diego Lifeguards are responding.

Provide appropriate care until EMS arrives.



CELLULAR COMMUNICATIONS

At the Sites, a fully charged and functioning cellular phone is on the beach in a location where it can be immediately accessed in case of emergency

EMERGENCY SIGNALS

Pre-designated signals will be used to communicate with instructors and other surf camp personnel in the event emergency assistance is needed.

WHISTLES will be immediately available to all instructors.

One hand or any piece of equipment being waved overhead from side to side, or three short whistle blasts will indicate that an emergency exists and immediate assistance is needed.

One hand placed on the top of the head will indicate that everything is all clear instructors and other surf camp personnel will be diligent to look for any signs and signals of distress when they are at the beach.

Emergency signal observed by an instructor or any surf camp personnel will cause the immediate activation of the emergency response plan.

ACCIDENTS, INJURIES AND INCIDENT SLIPS

Surf Diva, Inc. shall notify the lifeguard supervisor on duty, as soon as feasible, of any accident or injury occurring in the operation of the concession, regardless of severity. All rescues and medical aid involving surf camp students, instructors, or other personnel will be documented on company incident slips.

11. Termination of Surf Camp Operations

It is understood that Lifeguards reserve the right to suspend or terminate surf camp operations based on safety considerations.

12. Notice of Violation

Surf Diva, Inc. understands and fully agrees that keeping patrons safe while engaged in surf camps shall be its highest priority. It is understood that, San Diego Fire-Rescue Lifeguards or other official City personnel find violations or a pattern of violations of any requirement of the Concession Agreement, then a "Violation of Concession Agreement/Safety Notice" will be issued by the Fire-Rescue Department Lifeguards Division. It is also

understood that the CITY reserves the right to perform inspections and/or reviews with or without advance notice. These inspections and/or reviews may be for any or all aspects related to the Concession Agreement and its attachments, including, but not limited to, ensuring that Concessionaire (a) possesses all of the requisite certificates and qualifications of its instructors (b) properly addresses all safety issues, (c) adheres to all aspects of the concession agreement. Violation of any aspect of the Concession Agreement may result in suspension or revocation of the Agreement.

It is further understood that when a concessionaire, its employee, agent or representative is issued a "Violation of Concession Agreement/Safety Notice," the CITY shall evaluate the notice of violation for an appropriate and reasonable sanction up to and including a suspension or revocation of the Concession Agreement.

A Detailed Description of Surf Diva, Inc.'s Organizational Structure is Presented Here

We pride ourselves in hiring qualified candidates who are brought on as employees rather than independent contractors, thus ensuring guidelines met with City wage requirements as well as Worker's Compensation insurance.

E. OPERATING PLAN

Surf Diva, Inc. has demonstrated the ability to support the City's desire to operate La Jolla Shores Sites #10 and #11 for the benefit of the public, users, and the surrounding community.

This Proposal includes detailed responses to the requirements.

iii: Organizational structure

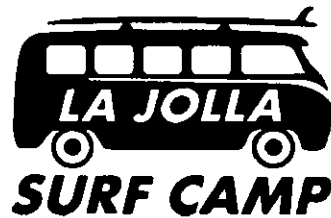
A detailed description of Surf Diva Inc.'s organizational structure is presented here.

We pride ourselves in hiring qualified candidates who are brought on as employees rather than independent contractors, thus ensuring guidelines are met with City of San Diego wage requirements as well as Worker's Compensation Insurance.



Organizational Chart for Surf Diva, Inc.

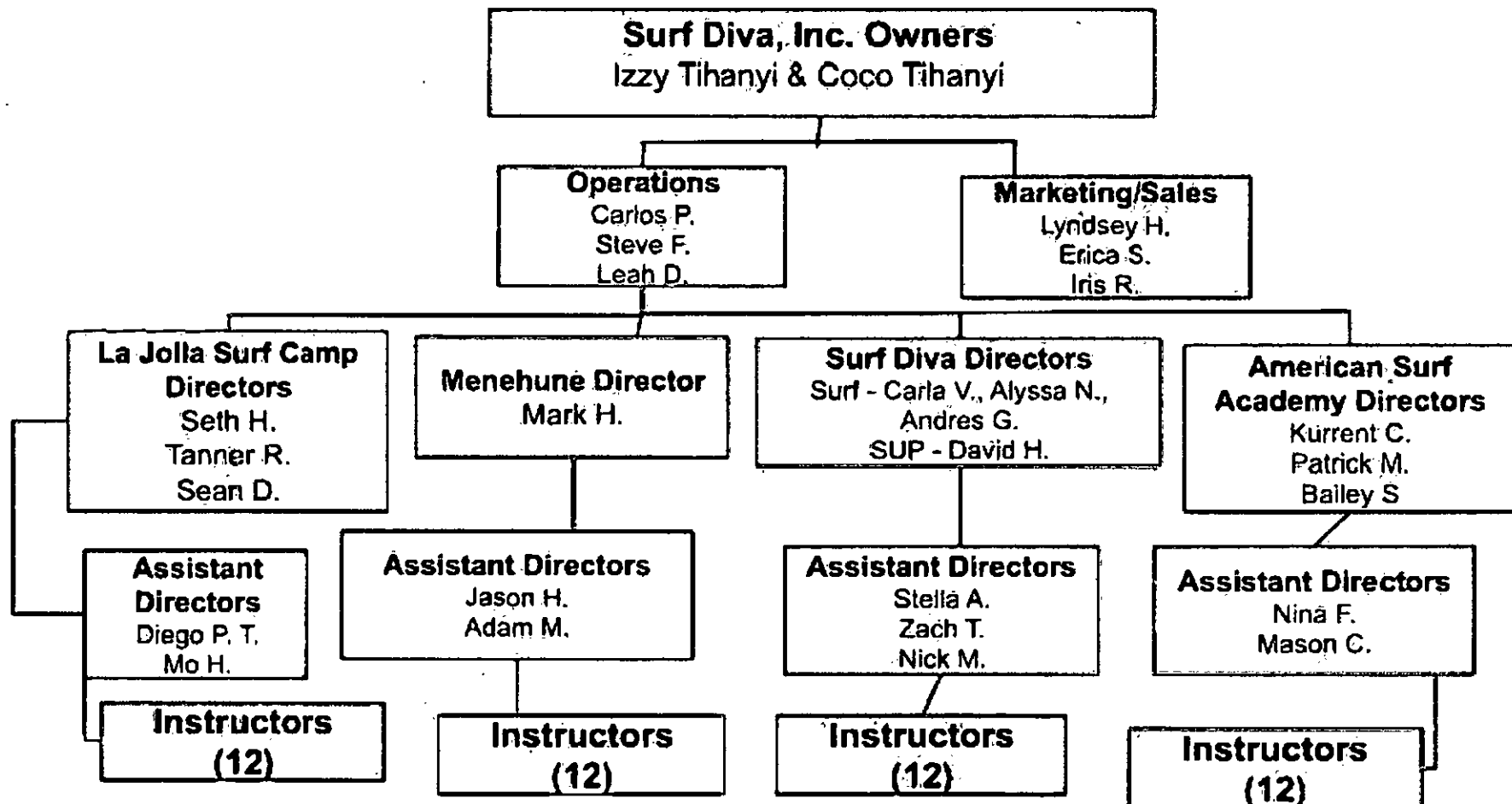
CONFIDENTIAL



**MENEHUNE
SURF**



**AMERICAN SURF
ACADEMY**





CARLOS PARDO

Operations Director of Surf Diva, Inc.
19 YEARS MANAGING SURF LOGISTICS

Carlos handles the surf camp operations/logistics and technology to Surf Diva, Inc.
Carlos is a problem-solver and leader; he is a surfer and standup paddleboarder.

- | | |
|-------------------------|--|
| Responsibilities | Oversee day-to-day software, administration of surf school website, equipment purchasing, beach operations and business development. |
| Education | University of California, Los Angeles (UCLA) 1996
Certificate in Business, 4.0 GPA
University of Lille, France 1993
Bachelor of Arts in Economics and Languages
Erasmus Scholar, University of Seville, Spain 1992-1993
Department of Economics and Business |
| Experience | 19 years of surf school operations
Regional Sales Manager, WPS Systems 2000-2004
West Coast Regional Sales Manager, Taraflex Sports Flooring 1998-2000
Customer Service & Sales Liaison (Canada & Latin America), Sebastian Hair Care Products 1996-1998
Air Force - military service in France 1993-1994 |
| Languages | Fluent in four languages: English, French, Spanish, Polish |

Surf Diva Employees

	Name: Adam M Position: Assistant Camp Director Experience: 10+ Years Ocean experience. CPR, First Aid, Lifesaving. Years Active: 3
Adam	

	Name: Alex P Position: Camp Counselor Experience: 10+ Years Ocean experience. CPR, First Aid, Lifesaving. Years Active: 2
Alex	

	Name: Alyssa N Position: Head Instructor Experience: 25+ Years Ocean experience. CPR, First Aid, Lifesaving. Years Active: 15
Alyssa	

	Name: Andrea G Position: Head Instructor Experience: 15+ Years Ocean experience. CPR, First Aid, Lifesaving. Years Active: 7
Andrea	

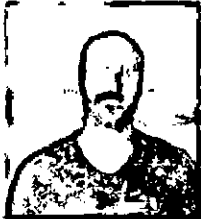
	Name: Andres G Position: Instructor Experience: 15+ Years Ocean experience. CPR, First Aid, Lifesaving. Years Active: 5
Andres	

	Name: Anouk B Position: Camp Counselor Experience: 5+ Years Ocean experience. CPR, First Aid, Lifesaving. Years Active: 2
Anouk	

	Name: Bradley E Position: Camp Counselor Experience: 10+ Years Ocean experience. CPR, First Aid, Lifesaving. Years Active: 2
Bradley	

	Name: Bailey S Position: Camp Director Experience: 10+ Years Ocean experience. CPR, First Aid, Lifesaving. Years Active: 5
Bailey	

Surf Diva Employees

 Chris	Name: Chris J Position: Head Instructor Experience: 15+ Years Ocean experience. CPR, First Aid, Lifesaving. Years Active: 5	 Cole	Name: Cole R Position: Instructor Experience: 10+ Years Ocean experience. CPR, First Aid, Lifesaving. Years Active: 2
 Carla	Name: Carla V Position: Head Instructor Experience: 30+ Years Ocean experience. CPR, First Aid, Lifesaving. Years Active: 20	 Diego	Name: Diego PT Position: Assistant Camp Director Experience: 15+ Years Ocean experience. CPR, First Aid, Lifesaving. Years Active: 4
 Davo	Name: David H Position: Head Instructor Experience: 30+ Years Ocean experience. CPR, First Aid, Lifesaving. Years Active: 15	 Drew	Name: Drew R Position: Camp Director Experience: 15+ Years Ocean experience. CPR, First Aid, Lifesaving. Years Active: 7
 Ellie	Name: Ellie B Position: Instructor Experience: 15+ Years Ocean experience. CPR, First Aid, Lifesaving. Years Active: 1	 Elliot	Name: Elliot G Position: Instructor Experience: 8+ Years Ocean experience. CPR, First Aid, Lifesaving. Years Active: 2

Surf Diva Employees

 Erica	Name: Erica S Position: Office Manager Experience: 15+ Years Employee at Surf Diva Years Active: 30+
---	---

 Jason	Name: Jason H Position: Assistant Director Experience: 15+ Years Ocean experience. CPR, First Aid, Lifesaving. Years Active: 4
--	---

 Henry	Name: Henry N Position: Instructor Experience: 7+ Years Ocean experience. CPR, First Aid, Lifesaving. Years Active: 3
---	--

 Halle	Name: Halle Q Position: Instructor Experience: 10+ Years Ocean experience. CPR, First Aid, Lifesaving. Years Active: 2
--	---

	Name: Iris Position: Marketing Coordinator Experience: 10+ years with Surf Diva. Years Active: 13
---	--

 Jackson	Name: Jackson F Position: Instructor Experience: 5+ Years Ocean experience. CPR, First Aid, Lifesaving. Years Active: 2
--	--

 Jacob	Name: Jacob S Position: Camp Counselor Experience: 5+ Years Ocean experience. CPR, First Aid, Lifesaving. Years Active: 2
---	--

 Jake	Name: Jake S Position: Instructor Experience: 15+ Years Ocean experience. CPR, First Aid, Lifesaving. Years Active: 5
---	--

Surf Diva Employees

	Name: Kristen F Position: Instructor Experience: 15+ Years Ocean experience. CPR, First Aid, Lifesaving. Years Active: 3
Kristen	

	Name: Mo H Position: Assistant Director Experience: 15+ Years Ocean experience. CPR, First Aid, Lifesaving. Years Active: 3
Mo	

	Name: Kurrent C Position: Beach Manager Experience: 15+ Years Ocean experience. CPR, First Aid, Lifesaving. Years Active: 7
Kurrent	

	Name: Lyndsey H Position: Office Scheduler/Marketing Experience: 5+ Years Surf Diva Employee, NREMT Years Active: 7
--	--

	Name: Marco M Position: Camp Director Experience: 10+ Years Ocean experience. CPR, First Aid, Lifesaving. Years Active: 3
Marco	

	Name: Margo T Position: Camp Counselor Experience: 5+ Years Ocean experience. CPR, First Aid, Lifesaving. Years Active: 2
Margo	

	Name: Mark H Position: Camp Director Experience: 30+ Years Ocean experience. CPR, First Aid, Lifesaving. Years Active: 20
Mark The Shark	

	Name: Mason C Position: Assistant Director Experience: 15+ Years Ocean experience. CPR, First Aid, Lifesaving. Years Active: 4
Mason	

Surf Diva Employees

	Name: Patrick M Position: Camp Director Experience: 30+ Years Ocean experience. CPR, First Aid, Lifesaving. Years Active: 10
Patrick	

	Name: Pierre M Position: Instructor Experience: 10+ Years Ocean experience. CPR, First Aid, Lifesaving. Years Active: 2
Pierre	

	Name: Nick M Position: Assistant Director Experience: 5+ Years Ocean experience. CPR, First Aid, Lifesaving. Years Active: 4
Nick	

	Name: Nina F Position: Assistant Director Experience: 10+ Years Ocean experience. CPR, First Aid, Lifesaving. Years Active: 4
Nina	

	Name: Stephen F Position: Camp Director Head Scheduler/Operations Experience: 20+ Years Ocean experience. CPR, First Aid, Lifesaving. Years Active: 11
Steve	

	Name: Sam R Position: Instructor Experience: 10+ Years Ocean experience. CPR, First Aid, Lifesaving. Years Active: 3
Sam	

	Name: Sean D Position: Camp Director Experience: 15+ Years Ocean experience. CPR, First Aid, Lifesaving. Years Active: 2
Sean	

	Name: Stella A Position: Assistant Director Experience: 7+ Years Ocean experience. CPR, First Aid, Lifesaving. Years Active: 2
Stella A	

Surf Diva Employees

	Name: Seth H Position: Camp Director Experience: 15+ Years Ocean experience. CPR, First Aid, Lifesaving. Years Active: 7		Name: Tanner R Position: Camp Director Experience: 20+ Years Ocean experience. CPR, First Aid, Lifesaving. Years Active: 7
	Name: Will L Position: Instructor Experience: 10+ Years Ocean experience. CPR, First Aid, Lifesaving. Years Active: 3		Name: Zach T Position: Assistant Director Experience: 15+ Years Ocean experience. CPR, First Aid, Lifesaving. Years Active: 1

E. OPERATING PLAN

Surf Diva, Inc. has demonstrated the ability to support the City's desire to operate La Jolla Shores Sites #10 & #11 for the benefit of the public, users, and the surrounding community.

iv: Direct operator

Surf Diva, Inc. is the direct operator of the entire Sites under the Agreement.



**SURF DIVA, INC.
EMERGENCY RESPONSE PLAN**

"911" Major Life

Threatening Situation

Activate EMS

Major allergic reaction
Drowning
Asthma attack (major)
Spinal Injury
Major Epileptic Seizure
Major open wound Epileptic Seizure
Major open wound (chest/artery)

Class is stopped. 1-2 Instructors take care of victim. Instructor fills out incident report and turns it into office

Office follows up with phone call

Re-group class & continue
or
cancel class and reschedule

Minor Non-Life Threatening

Small cut
Stingray
Sprains
Broken Nail
Psychologically induced panic

1 Instructor deals with victim

Instructor fills out incident report and turns it into office

Instructor hands report to Izzy after class before leaving the beach.

In Either Situation

CALL Izzy (858) 531.3025 cell or Coco (858) 531.3055
Call Office Manager (858) 454.8273
Completely fill out incident report yourself and brief staff
Reassure other students that victim is being cared for

Take Preventative Measures

Check conditions
Keep 5 person groups & count them often
Watch their leashes/protect yourself
Keep students away from crowds
Ask about medical conditions in advance

Note About The Media

Do not grant interviews or answer any questions
Do not divulge information to bystanders (client confidentiality)

E. OPERATING PLAN

Surf Diva, Inc. has demonstrated the ability to support the City's desire to operate La Jolla Shores Sites #10 & #11 for the benefit of the public, users, and the surrounding community.

vi: Necessary equipment

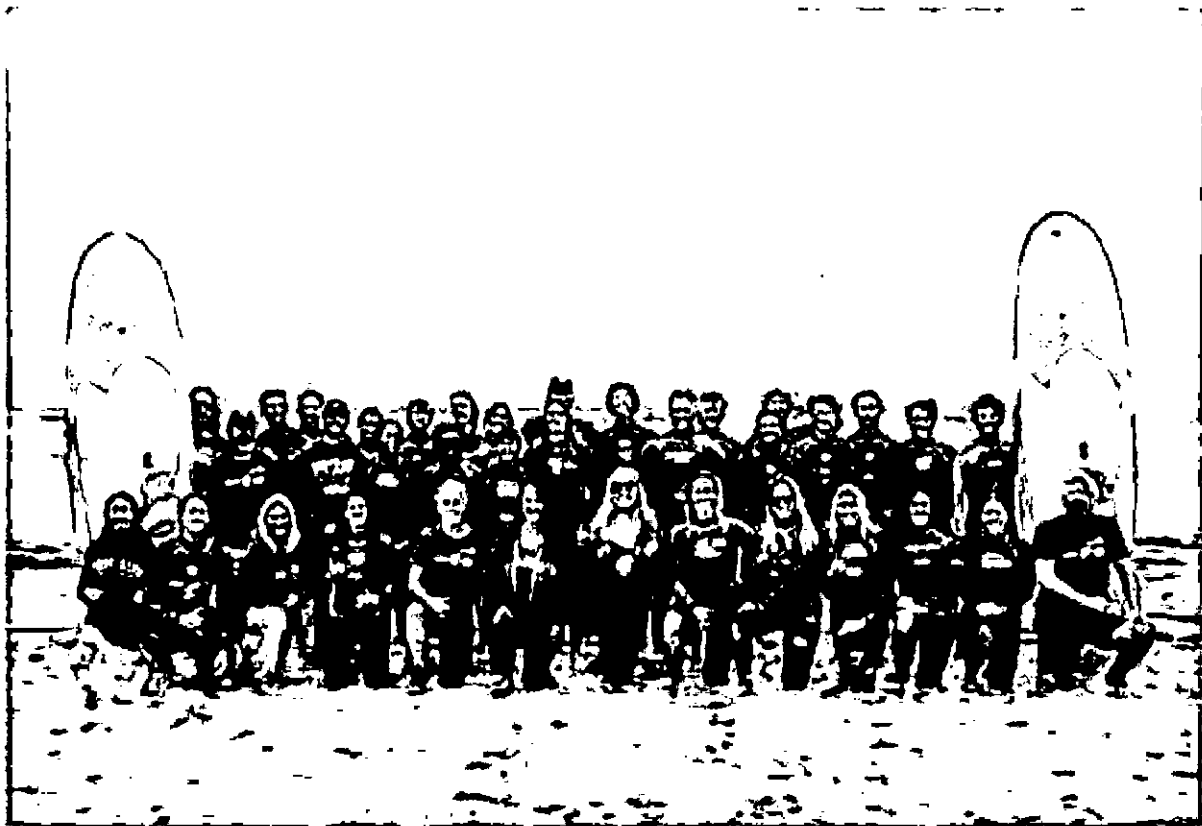
Surf Diva, Inc. has all the necessary equipment needed to provide the level of service of the entire Sites under the Agreement. All of the equipment is titled to Surf Diva, Inc.



E. OPERATING PLAN

2. QUALIFICATIONS AND EXPERIENCE

- a. *The City of San Diego requires Proposer to have at a minimum three (3) years of direct experience in the past five (5) years managing similar operations to the Concession presented in the RFP.*
- Surf Diva, Inc. has over 28 years direct experience and is currently managing and operating the same operation as presented in this RFP.



b. We have included a detailed summary of experience with an emphasis on relevant qualifications which evidence the capability of effectively managing and operating the Concession.

- Surf Diva, Inc. has a proven track record as the #1 surf school in Southern California and has been in business for 28 years.
- Surf Diva, Inc. is highly trained expert management with decades of experience in surf and SUP instruction.
- Surf Diva, Inc. is invested in training curriculum for surf and SUP instructor staff.
- Surf Diva, Inc. has local and City-wide commitment supporting non-profit and volunteer organizations.
- Surf Diva, Inc. is dedicated local clientele with three generations of surfers participating with us.
- Surf Diva, Inc. has compatibility with other beach users and commitment to community support.
- Surf Diva, Inc. has quality instructional camps for people of all ages and abilities.
- Surf Diva, Inc. emphasizes on providing environmental stewardship for all participants.
- Surf Diva, Inc. has a proven track record for keeping all of our beaches clean and orderly.
- Surf Diva, Inc. has an excellent safety record.
- Surf Diva, Inc. owners were instrumental in developing the first surfing permits with the City of San Diego. Surf Diva consulted on safety standards, including instructor and student uniforms, 1 to 5 instructor to student ratios, foam boards, mandatory leashes, staff training and certifications.
- Surf Diva, Inc. is the industry leader in training staff on head injury prevention and protocol to recognize concussions in youth sports.

- Surf Diva, Inc. provides training modules developed for camp staff to recognize signs of abuse or bullying.
- Surf Diva, Inc. has 78 trained staff including management, administration, surf instructors, SUP instructors and surf camp counselors.
- Surf Diva, Inc. are consistently trusted by parents and grandparents with their children.
- Surf Diva, Inc. has over 28 years direct experience and is currently managing and operating the same operation as presented in this RFP.
- Surf Diva, Inc. has a storefront open seven (7) days/week located on Avenida de la Playa, La Jolla, CA
- Surf Diva, Inc. has dedicated owners who are on-site and promptly available
- Surf Diva, Inc. is run by surfers, for surfers
- Surf Diva, Inc. is locally owned and operated
- Surf Diva, Inc. has followed surf concession guidelines and has consistently received public satisfaction
- Surf Diva has 5-Star ratings on Tripadvisor with a Certificate of Excellence
Surf Diva Surf School has 254 5-StarReviews

Over the years we have grown at La Jolla Shores in order to achieve and maintain ever increasing standards of professionalism, staff training, employee development, and affordability. Each program offers a more varied course selection to the public while keeping prices lower due to consolidated overhead and more efficient administration and training. This has resulted in a better experience for the students and local surfers, as well as streamlined operations for the benefit of the public, the City, and the La Jolla Shores community.

Surf Diva's global headquarters are at La Jolla Shores, California (2160 Avenida de la Playa, La Jolla, CA 92037) with approximately 1,500 square feet of office space and a retail shop with approximately 2,000 square feet. The offices handle the logistics for all surf school programs. The Surf Diva Surf Shop has been nationally recognized in 2010, 2011, and 2012 as one of the top five women's surf shops in the USA by the Surf Industry Manufacturers Association (SIMA).

SURF DIVA, INC. is a member of:

1. Surf Industry Manufacturers Association (SIMA)
2. Board Retailers Association (BRA)
3. San Diego Tourism Authority
4. La Jolla Shores Merchant's Association
5. Surfrider Foundation
6. Coastkeeper

SURF DIVA, INC. was awarded:

1. Small Business of the Year - State of California 75th District, 2006
2. A-List BEST Beachwear shop in San Diego - from ABC, 2007, 2008, & 2009
3. Best of San Diego - from San Diego Magazine
4. Dedication and Loyalty to the Community - from Surfrider Foundation
5. Parent Choice Award - Nickelodeon

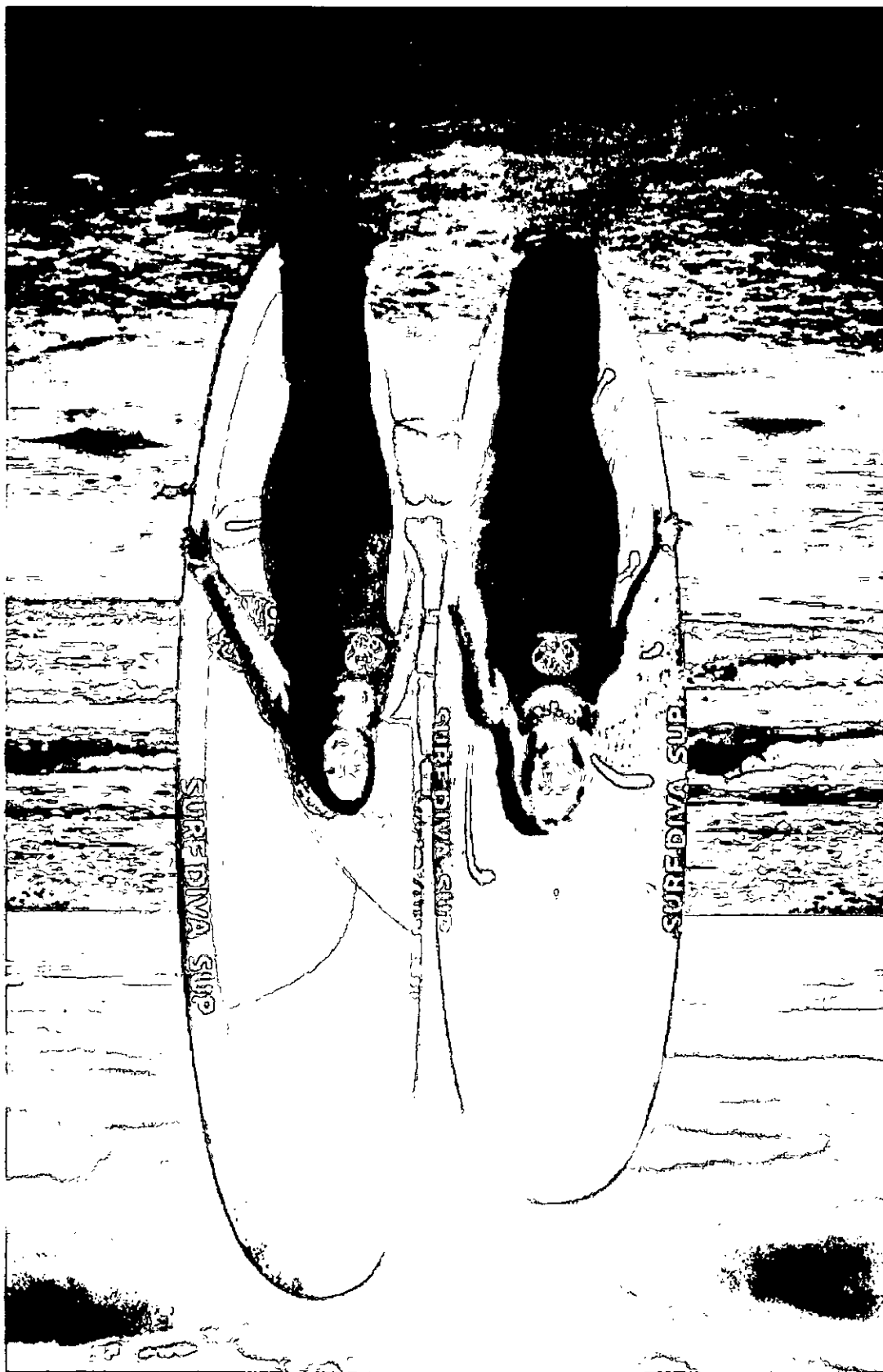
For the past 28 years, Surf Diva, Inc. has promoted safety while students learn to surf, and has done so in a very positive, empowering environment. Through Surf Diva's groundbreaking programs and rapidly growing local and national following, the company has been featured by a number of major national and international media venues, including The New York Times, The Wall Street Journal, Newsweek, and CNN, among many others.

In 2019, Surf Diva Surf School was selected to represent the sport of surfing at a nationally covered press conference declaring surfing as the Official Sport of the State of California.

The owners of Surf Diva, Inc. are twin sisters Isabelle "Izzy" and Caroline "Coco" Tihanyi. They were raised in La Jolla, attended City of San Diego schools, and graduated from University of California, San Diego. Both have extensive experience in surf and SUP instruction business, education, recreation, risk management, public relations, and are uniquely qualified to effectively manage a surf school operation.

"We grew up in San Diego and La Jolla Shores.

We respect our environment, the community, and the beach"





Isabelle "Izzy" Tihanyi
Founder, Co-Owner & CEO of Surf Diva, Inc.

Competitive surfer, standup paddleboarder, and surf camp owner, Izzy has brought surf instruction to a new global level, having trained surf camp operators in 10 countries around the world.

Responsibilities Manages day-to-day operations and logistics for surf camp and surf lesson operations; oversees hiring, training, and certification of instructors; oversees risk management, beach operations and business development.

Education **University of California, San Diego (UCSD) 1989**
Bachelor of Arts in Communication
Bachelor of Arts in Literature/Writing
Minor in French Literature
Co-Captain of Surf Team, UCSD

Experience **Surf Camp Director and Operator for over 36 years in La Jolla, CA**
Founded Surf Diva, Inc. in 1996
SDSU Adjunct Professor Health Science, Surf Instruction 1987-1995
The Princeton Review, SAT Instructor 1994-1996
Surfer Publications, Special Events Coordinator 1993
La Jolla YMCA, Programs Director Surf Camps 1989-1992
Professional Longboard Association, Competitor 1989-1990
Mission Bay Aquatic Center, Special Events Coordinator 1988
UCSD, Teaching Assistant 1987-1989
TransWorld Magazine, Event Director (launched BOARD AID) 1993
American Red Cross certified in CPR, First Aid, Lifesaving

Awards

2008 Entrepreneur of the Year - Action Sports Innovators
2007 Top 10 Entrepreneurs We Love Most - Inc. Magazine
2005 Top 26 Entrepreneurs - Inc. Magazine
2005 Award, National Association of Woman Business Owners
2003 Inspiration Award - Pacific Women's Sports Foundation
2003 Waterperson of the Year - Surfrider Foundation, San Diego
2002 Cool Woman of the Year - Girl Scouts of America

Accomplishments

*** We wrote the book on surf instruction.**
"Surf Diva: A Girl's Guide to Getting Good Waves"
Author, Harcourt Press, 2005 / National book tour and media tour with
over 50,000 copies sold.
* 2002 Keynote Speaker - Girl Scouts of America Gold Award Surf Team
* University of California, San Diego 1984-1989
* National Scholastic Surfing Association Scholarship 1985, 1986
* National Collegiate Overall Surfing Champion, 1988

Associations

Member - International Surfing Association (ISA)
Founding Member - Friends of Olympic Surfing
Member - Surf Industry Manufacturers Association (SIMA)
Member - Board Retailers Association (BRA)
Small Business Advisory Council, San Diego - Senator Kehoe,
Assemblymember Fletcher, Assemblymember Atkins, Assemblymember
Plescia
Board of Directors - La Jolla Shores Association 2005-2008, 2013
Founder & Past President - La Jolla Shores Merchant's Association
Life Member - Surfrider Foundation
Life Member - UCSD Alumni Association
Member - La Jolla Shores Surfing Association

Languages

Fluent in French; proficient in Spanish



Caroline "Coco" Tihanyi
Co-Owner & President of Surf Diva, Inc.

Coco handles the operations behind Surf Diva, Inc., perfecting every detail of the customer experience while mentoring staff to complete their education goals to the highest degree.

Responsibilities Manages day-to-day administrative operations of Surf Diva, Inc., including human resources, employee benefits, compliance, marketing, public relations, retail, private label, product design, purchasing, branding.

Education **University of California, San Diego (UCSD) 1989**
Bachelor of Arts in Communication
Emphasis in Political Science

Experience **30 years of surf industry experience in business development**
Surf Diva, Inc. Co-Owner & President since 1999
Standup Paddleboarding, 12 years

Founded Business Shapers, a company specializing in marketing and business development 1997

Authentic American Athletic Apparel, licensee for Converse, Hang Ten, And Disney 1994-1997

Rotary Scholar "Ambassador of Goodwill" representing San Diego in Seville, Spain 1992-1993

Key management position with REEF footwear 1989-1992

Awards	2008 Entrepreneur of the Year - Action Sports Innovators 2007 Top 10 Entrepreneurs We Love Most - Inc. Magazine 2005 Top 26 Entrepreneurs - Inc. Magazine 2005 Award, National Association of Woman Business Owners 2003 Inspiration Award - Pacific Women's Sports Foundation
Accomplishments	* We wrote the book on surf instruction. "Surf Diva: A Girl's Guide to Getting Good Waves" Author, Harcourt Press, 2005 / National book tour and media tour with over 50,000 copies sold. * 2009 Keynote Speaker - Girl Scouts of America Cookie College, USD * University of California, San Diego 1984-1989
Associations	Prior Co-Chair - Board Retailers Association (BRA) Board of Directors - Board Retailers Association (BRA) Member - International Surfing Association (ISA) Founding Member - Friends of Olympic Surfing Member - Surf Industry Manufacturers Association (SIMA) Small Business Advisory Council, San Diego - Senator Kehoe, Assemblymember Fletcher, Assemblymember Atkins, Assemblymember Plescia Board of Directors - La Jolla Shores Association 2009-2012, 2013-2016 Board of Directors - La Jolla Shores Merchant's Association Member - Surfrider Foundation Life Member - UCSD Alumni Association Program Advisory Council -Art Institute of San Diego, Fashion
Languages	Fluent in French and Spanish; knowledge of Italian

Summer 2010

Best Health

with Sharp Health Plan

WATER WISE

8 things you need to know

SEE STARS!

San Diego's best camp sites

DON'T SWEAT IT!

Cool tips for warm-weather workouts

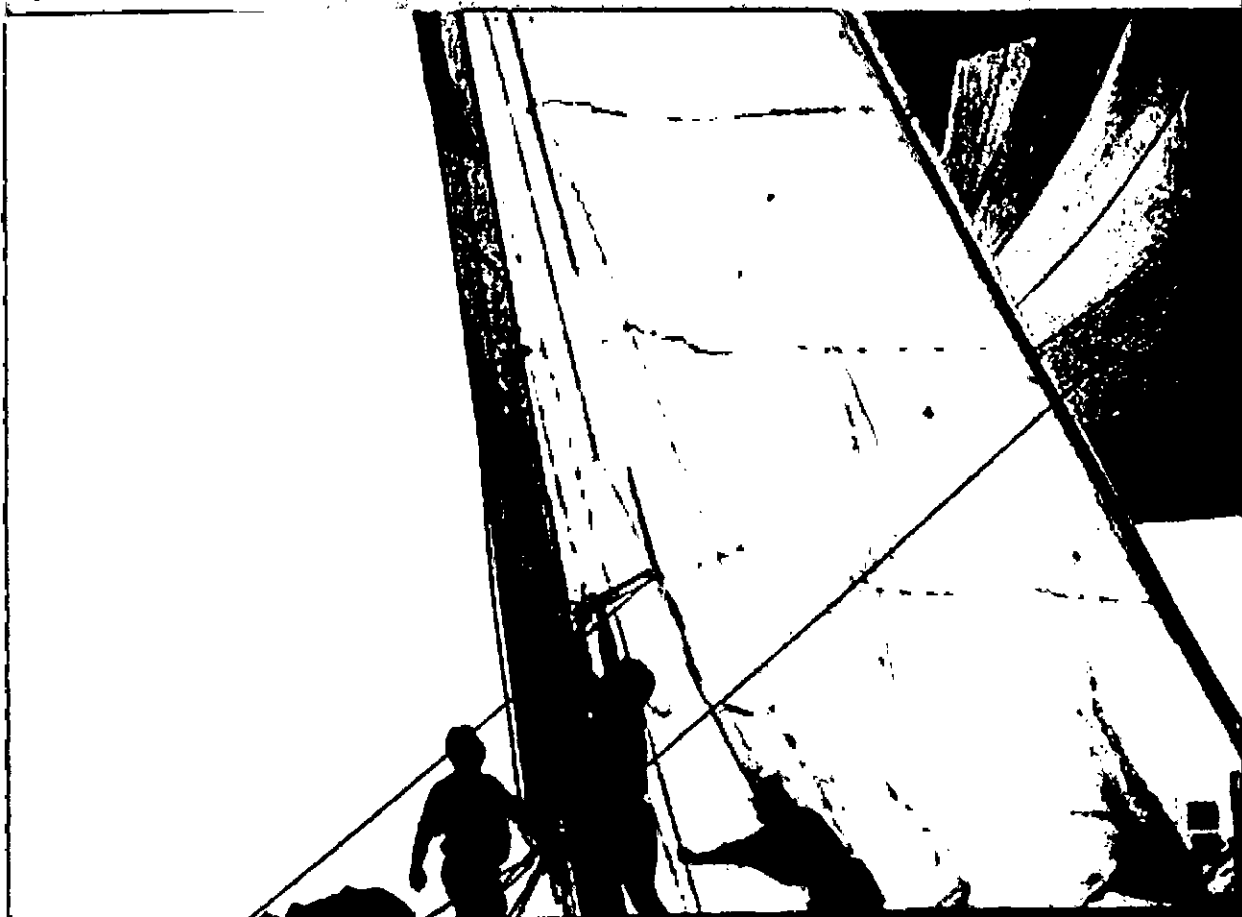
ANSWERING THE CALL

Locally based customer care for Sharp Health Plan members



Essentials of Entrepreneurship and Small Business Management

Fifth Edition



Thomas W. Zimmerer • Norman M. Scarborough

with Don

"Starting a company is very hard to do," says entrepreneur and small business researcher David Birch. "The risks are enormous; the anxiety is enormous. The only business you should start is one in which you have a huge interest, or else you won't have the persistence to stick with it. Get into [a business] because you're fanatically interested in it."³³

In 1996, twins Izzy and Coco Tihanyi decided to quit their desk jobs to transform their passion for surfing into a business venture. The Tihanyi sisters took \$328 in savings and Izzy's surfboard collection and launched Surf Diva, a school that teaches women to surf. Since then, thousands of women, including the actress Minnie Driver, have learned the finer points of surfing at one of Surf Diva's three locations in California. In addition to the surfing school, the Tihanyis also sell surf boards and apparel under the Surf Diva brand through a company-owned boutique and 50 retailers in the United States, Japan, and England. Company headquarters in La Jolla is less than a block away from the beach, but the sisters' work seems more like play to them. "A big problem is keeping the office chairs dry," says Izzy. "We just put towels on them, but maybe we should buy vinyl chairs or something."³⁴



COMPANY

Profile

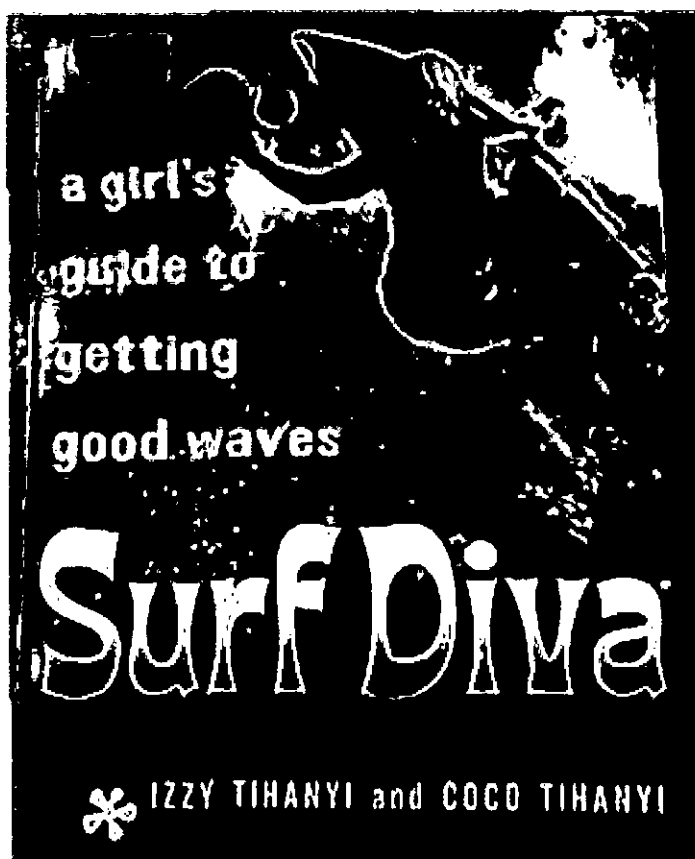
Surf Diva

Sisters Izzy and Coco Tihanyi, founders of Surf Diva, a company that teaches women the joys of surfing and sells casual clothing, have transformed their lifelong passion for surfing into a successful business. The only problem: Their office chairs are always wet!

Not only have the Tihanyi twins found a way to make a living, but what is more important, they are doing something they love!

Be the Consultant

These Boots Are Made for Riding



Surf Diva

✻ IZZY TIHANYI and COCO TIHANYI

"The best surfer in the water
is the one having the most fun."

admit it: You've dreamed of jumping onto a surfboard and catching a killer wave every girl surfs. And now you can live that dream with professional instructors Izzy and Coco Tihanyi at your side. Izzy and Coco are the founders of Surf Diva Surf School, the original surf school for women, and it is their aloha attitude, their supremely contagious sense of fun, and their incomparable style (both surfing and fashion, of course) that has helped make women's surfing one of the fastest-growing sports in the United States.

So go on, live the dream, and see ya in the water!

- Advice on how to surf, surf styles, surf gear, and surf etiquette
- The founders on getting started surfing, equipment, and everything else you need
- The latest on "dude," "streak," and other surf slang
- Tips on how to stay safe, have fun, and become the girl who thinks she's better surfer than you

As featured on the Today show and MTV, and on Teen, OLA Today, the New York Times

Elle, Marie Claire, and iStyle

What everybody's saying about Surf Diva Surf School

"Surf Diva taught camaraderie and chick power. Best of all, they got women... addicted to that rush of riding a wave. There is nothing like it." —Los Angeles Times

"When I finally stood up, Izzy goes nuts. 'Take it all the way!'" —The New York Times

In 1996 twin sisters IZZY TIHANYI and COCO TIHANYI founded the Surf Diva Surf School, the original all-girls surf school, where each year they teach thousands of women and girls to surf. Izzy and Coco live in Santa Monica, California.

ISBN 000-00000-0



U-T San Diego

ONE-ON-ONE WITH ISABELLE 'IZZY' TIHANYI
U-T profiles of notable local people

Riding a wave of success

STORY BY MIKA GAZEN, PHOTO BY JOHN BASTIENZO - U-T

Isabelle "Izzy" Tihanyi refers to herself the "surf" of Surf Dito.

She's co-owner of the renowned La Jolla surf school and boutique that she founded with her twin sister, Caroline "Coco" Tihanyi (the "diva" of Surf Dito).

Open since 1996, the school encourages women to experience surfing through activities that range from camps and private lessons to surf trips and

after-school programs.

Even though Surf Dito is respected by surf communities around the world, Tihanyi chose to open in La Jolla because it's where she and her two sisters were raised. She even received a surf scholarship to UC San Diego.

Tihanyi, who wouldn't reveal her age ("I often hear tell her age, her weight or her income"), did share what it's like to live a normal beach life.

Q. Why did you create Surf Dito?
A. I love to surf and wanted to see more women in the water.

Q. Surf Dito isn't just for girls, is it?

A. Due to popular demand, the boys' board down the door at our school. Besides our original women's classes, we now teach co-ed lessons, corporate team building, private lessons and special events for guys, girls and kids.

Q. There are so many surfing communities around the world, why did you settle in San Diego?

A. We grew up surfing La Jolla Shores and I've always wanted to stay here. Our waves are super for learning, the surf breaks bottom is sandy and the beach is beautiful. I've traveled all around the world and this is by far the best place to live and surf.

Q. Where and when was the first time you went surfing?

A. My dad taught all three of his daughters how to surf when we were very young. It was part of growing up — we would do our homework at the beach. Our mom taught us to be down with balls, wetsuits and deodorant balls.

Q. What is the most common reason you hear that people are afraid of surfing?

A. Many people have had a bad experience. Many people have had a bad experience. Many people have had a bad experience. We make surfing a great experience with no pressure or fear because we are patient and noncompetitive. We are all about having fun and feeling confident.

Q. What, in your opinion, is the hardest part of surfing?



A. Being able to read the waves takes patience and water time.

Q. Your recently lost a lot of weight, can you explain how you did it? How did you get started?

A. I've always been a bigger girl, and did a lot of cardio. I was also surfing so I ate OK about myself, but I was ready to make a big change. I went to Weight Watchers and made stand up paddling (SUP) regularly a priority. As the pounds started to come off, I got extra motivation from a Dr. Oz national challenge. The paddleboarding and surfing are my secret to keeping off the 76 pounds because it burns so many calories. I can still have my dark chocolate and red wine at the end of the day, which keeps me happy!

Q. Do you think people avoid surfing because they feel body-conscious? Does Surf Dito address that?

A. We definitely do. We have a lot of experienced women and men, and we have boards that will float larger students easily. It's a great way to get into shape, so don't wait to try it. Also, wetsuits are awesome for concealing cellulite. They're like Spanx for your whole body!

Q. The best cup of coffee is at ...?

A. Vanda Vanda Espresso in La Jolla. I started just opened up with great latte and egg white/waffle sandwiches. In downtown La Jolla, I love the espresso at Cava with a mid-sized butter chocolate dipped croissant. It's pure bliss! (I'd paddle all day for one of those.)

Photo: Mike Gazen
Site: gettyimages.com • (619) 753-1234
Twitter: @mkgazen

Izzy Tihanyi
Featured in the San Diego Union-Tribune
January 17th, 2014

c. References - names and contact information from references who can provide referral of our experience as well as Wikipedia page on Surf Diva.

Below are 3 Surf Diva, Inc. references who can provide referral of our experience. In addition, we have letters of recommendation who also state our experience. Our Wikipedia page on Surf Diva, Inc. is also included in this section.

1. San Diego French American School
Contact: Veronique Rahmati, Telephone: 858-717-4964
2. Hello! California
Romy Linde, Telephone 619-785-5827
3. Rein Teen Tours
Brian Downs, Telephone 973-785-1113

Surf Diva Wikipedia Page



Q Search Wikipedia

Search

Surf Diva

⌵ Add languages

Contents

(Top)

Background

▼ Founding of Surf Diva surf school

Surf Diva Boutique

Surf Diva Book

Stand up paddle

▼ Mission and philosophy

Promoting women's surfing

Contributions

Legacy

Awards and honors

Media recognition

Personal life

External links

References

Article Talk

Read Edit View history Tools

From Wikipedia, the free encyclopedia

Surf Diva is recognized internationally as Southern California's original all-women's surf school.^[1]

Established in 1996, Surf Diva has been noted as introducing thousands of women from around the world to the sport and spirit of surfing.^[2] Surf Diva Surf School is considered the pillar of women's surfing^[3] in the action sports industry and have been quoted as being "The Starbucks of surf schools" by *Newsweek Magazine*.^[4]

They currently operate year-round in La Jolla, a suburb of San Diego, California, with 50 instructors on staff, all CPR-first aid certified, licensed, and insured.^[5] They also offer a seasonal surf retreat in Costa Rica.^[6]

Surf Diva is a female-owned and family-operated surf company. In 2002, Surf Diva expanded to include lessons for men and children as well.^[7] The company is owned and operated by twin sisters Isabelle "Izzy" Thanyl and Caroline "Coco" Thanyl of La Jolla. Izzy handles all surf school operations and trains the surf and stand up paddleboard (SUP) instructors. Coco is in charge of the retail side and oversees the Surf Diva boutique, including the fashion, merchandising, buying, and marketing. She also designs their line of beach-focused branded apparel, while Izzy focuses on the branded surfboards and gear.^[8]

Background

Surf Diva was founded in 1996 by twin sisters, Isabelle "Izzy" Thanyl and Caroline "Coco" Thanyl.^[9]

Izzy and Coco Thanyl are fraternal twins, born nine minutes apart. They are both fluent in French, from being raised by a French mother and Hungarian father who both natively spoke French in their home. Their Hungarian ancestry includes a Hungarian grandmother who was also a Holocaust survivor.^[9]

They also have another younger sister named Valene, who currently lives with her husband and children, in France.^[10] Both Izzy and Coco were interested in surfing from a young age due to their upbringing by a father who was a competitive water polo player. Izzy began surfing when she was eight years old, and all three sisters were taught how to surf by their father.^[11] In interviews, Izzy has mentioned that they loved going to the beach every day after school and participating in surf competitions, and would often do their homework at the beach.^[1]

The family lived in La Jolla during their youth where all three sisters attended Torrey Pines Elementary, Muñecas Middle School and La Jolla High School.^[12] The twin sisters also grew up participating in water sports, including competitive swimming at the La Jolla YMCA and on the school swim team.^[13] Their parents were both active in water sports. Though, their mother never let them forget their feminine or "diva" side.^[14] Sisters, Izzy and Coco, both fell in love with surfing and often dreamed of running their own surf shop.^[5]

After graduating from La Jolla High School, Izzy and Coco both attended the University at California, San Diego, graduating in 1989.^[15] Izzy earned a Bachelor's degree with a double major in communication and literature/writing.^[16] Coco earned a Bachelor's degree in communication.

While studying at UCSD, Izzy competed for their women's surfing team.^[14] She also began surfing competitively in surf industry contests and teaching the sport to other women as well.^[15] Izzy is also a former National Scholastic Surfing Association (NSSA) collegiate overall points champion.^[16]

Both sisters have also previously worked in the surf industry, with Izzy behind the scenes and as a show producer of a local television show for action sports, called STV (Show, Skate, Surf Television).^[17] Izzy also worked at Transworld Media and managed events including Board Aid. Coco worked for surf brands including as an Assistant National Sales Manager for REEF sandals.^[11]

Izzy taught surfing in college and later for the La Jolla YMCA and at San Diego State University.^[18] She posted flyers at local women's shop, Water Girl, after finding out their female clientele was not buying the boards because they did not know how to surf.^[19] From that flyer, Izzy got enough women interested to set up continuous weekend surf clinics and ultimately expand it into a business.^[19]

Founding of Surf Diva surf school

In 1996, Izzy Thanyl opened the first surf school that specifically catered to women.^{[10][17]} Joined by her twin sister, Coco, Surf Diva was established in the coastal community of La Jolla where the Thanyl twins grew up surfing.^[6] Their surf school was initially focused on providing surf lessons to women, but six years later, they expanded their offerings to include co-ed and private classes to include everyone.^[7]

Izzy oversees surf instruction side of the business, which includes hiring, training, and evaluating instructors surf skills. Coco is in charge of design and merchandising for the brand. She designs everything from instructor uniforms to logos to store merchandise, as well as, the buying, marketing and merchandising for the storefront.^[11] Izzy Thanyl said her school was created to close the gap of women lacking a place to learn to surf, and to make women feel welcome in the water.^[18] When she launched the business in 1996, she had only a handful of female students. Three years later, that number increased to 3,000.^[18] It is now recognized worldwide as the pioneer in women's surf instruction.^[11]

Surf Diva's home base is the cliff-lined coast of La Jolla Shores Beach CA, where the instructors, women and men, follow the Surf Diva motto: "The best surfer is the one having the most fun."^[11]

Surf Diva expanded its surfing programs to grow the business by acquiring La Jolla Surf Camp in 2003, and the Australian Surf Academy for teens in 2005.^[18] In 2003, Surf Diva also began a surf camp in Nosara, Costa Rica, with a program called "Welcome to the Jungle."^[11]

Surf Diva Boutique

In 2004 Surf Diva expanded, taking over the liquor store beneath their upstairs headquarters, to open a storefront, The Surf Diva Boutique.^[19] The Surf Diva Boutique offers everything from women's surf apparel and accessories, to rash guards and surfboards. The shop also carries Surf Diva branded clothing and accessories designed by Coco Thanyl. Surf Diva branded surfboards are also sold in the store, designed by Izzy Thanyl. Surfech's surfboards manufactured and sold Surf Diva surfboards through a global license. Surf Diva fiberglass surfboards have been shaped since 1996 by shaper Craig Holdingsworth's,^[19] a well-known surfboard shaper in the surf industry.

Contents

(Top)

Background

Founding of Surf Diva surf school

Surf Diva Boutique

Surf Diva Book

Stand up paddle

Mission and philosophy

Promoting women's surfing

Contributions

Legacy

Awards and honors

Media recognition

Personal life

External links

References

Surf Diva Book

In 2006, Izzy and Coco Thanyl released their first published book, *Surf Diva: A Girl's Guide to Getting Good Waves*. Aside from a how-to guide for women's surfing, the book also featured ways to find welcoming beach spots, selecting the perfect surfboard, recovering from wipeouts and general attitude and style of a surfer.^[24] It also offered advice from professional surfers, testimonials from surf students and instructors, and safety tips. The book was published by Harcourt Press LLC with national distribution and has sold over 30,000 copies.

Stand up paddle

In 2011 Surf Diva added Stand UP Paddleboarding, commonly known in the industry as SUP, to their school instruction.^[21] They collaborated with Focus SUP LLC and created their own line of stand-up paddleboards beginning in 2012.

Mission and philosophy

Surf Diva's mission has always been to empower women through surfing.^[6] They believe that surfing is not just a sport but also a way to build self-confidence, strength, and a sense of community.^[6] Their philosophy revolves around the idea that women can excel and be empowered to surf in a fun and encouraging environment surrounded by other women.^[29]

They also emphasize the importance of ocean skills, as well as sustainability and environmental preservation, and consciousness through their work with The Surfrider Foundation, who has partnered with Surf Diva in past events to present classes to the campers on ocean conservation.^[22]

Promoting women's surfing

In 1998-99, Izzy Thanyl was invited to bring Surf Diva on the VANS Warped Tour as part of the Ladies Lounge^[23] organization which had partnered with the VANS Warped Tour for promoting inclusion of more women in surf-skate-snow-brx sports, during its action sports and music themed concert. Izzy toured with the Ladies Lounge and VANS Warped Tour concert during the west coast leg of the tour, promoting Surf Diva and women's surfing.

Surf Diva also helped the Girl Scouts of the USA to develop the program behind the surfing merit badge, which the San Diego council of the Girl Scouts began offering in 2000.^[24]

In 2020, co-founder Izzy Thanyl was invited to also serve as a panelist to speak at the Surf Park Central Summit LLC at the Scripps Seaside Forum LLC in La Jolla, about new opportunities for the growing movement of wave pools and surf parks in enclosed areas, to unlock greater participation of women in the sport of surfing.^{[25][26]}

In 2021, Surf Diva celebrated 25 years of being recognized in the world as the original all-women's surf school.^[10] To date, the company has been a constant strong advocate for promoting women's participation in surfing. During their 25 years, they have organized events, competitions, and surf camps aimed at encouraging women and girls to take up the sport. They have also been active in supporting women in competitive surfing, including sponsoring athletes including Prue Jefferies LLC a professional surfer from Australia who competed on the ASP Surf Tour, Brooks Wilson from Costa Rica, Annabelle Wirths-Thanyl amateur surfer from La Jolla. Surf Diva also currently sponsors many local female surfers.

Awards and honors

Since its inception, Surf Diva has received several awards and honors including:

- 2001: Awarded "Cool Women of the Year" by Girl Scouts of America^[20]
- 2003: Surfrider Foundation Stewardship Award
- 2003: Surfrider Foundation Waterperson Award
- 2004: City of Anaheim Women of Sports
- 2005: Named "Top 26 Entrepreneurs" by Inc. Magazine^[20]
- 2005: Small Business of the Year Award by the State of California 75th District^[30]
- 2007, 2008, 2009, 2010: Voted San Diego's "Best Beachwear" store in San Diego^[31]
- 2007-2009: Voted #1 beachwear shop by ABC News^[24]
- 2008: Awarded "Entrepreneur of 2008" by Action Sports Innovators^[30]
- 2008: Named one of the nation's "Sexiest Women in Web Jobs" on E! Entertainment Network^[2]
- 2010: Founding Member, Friends of Olympic Surfing
- 2012: Pacific Women's Sports Foundation, Inspiration Award
- 2013: Awarded "Women's Retailer of the Year" by SIMA (Surfing Industry Members Association)^[32]
- 2019: Trailblazer Award by NAWBO (National Association of Women Business Owners)^[33]
- 2020: Surf Diva was voted Best Surf Shop in the *La Jolla Light's* Best of La Jolla readers' poll^[10]
- 2021: Surf Diva was voted Best Surf Shop in the *La Jolla Light's* Best of La Jolla readers' poll^[12]
- 2022: Surf Diva was voted Best Surf Shop in the *La Jolla Light's* Best of La Jolla readers' poll^[34]

Media recognition

Surf Diva has been featured on CNN, MTV, ESPN, MSNBC, NBC, *Today Show*, *E! Entertainment*, The Travel Channel, as well as others. They have also been featured in various publications including INC Magazine, Entrepreneur Magazine, Time Magazine, Wall St. Journal, *New York Times*, *L.A. Times*, *USA Today*, *InStyle*, *Sunset*, *Vogue*, *Glamour*, *Cosmopolitan*, *GO*, *Newsweek*, *Oprah's Magazine*, *Condé Nast Travel Magazine* and many other newspapers and publications.^[35]

Surf Diva has also had many celebrity clients who have either taken a surf lesson or visited their surf storefront including: actor Will Ferrell,^[36] actress Busy Philipps, actress Helen Hunt,^[34] British Olympic gold medalist and diver Tom Daley,^[34] actress and show host Drew Barrymore, actress Anyssa Milano, journalist Lisa Ling, actress Minnie Driver, reality star Audrina Patridge^{[37][38]} and Kendra Wilkinson.^[36]

Personal life

Surf Diva Co-founders Izzy and Coco Thanyl are both married with children. Izzy is married to Todd Wirths, a professional geologist and paleontologist and published author. They have one daughter. Coco is married to Carlos Pardo, who is the Strategic Business Director at Surf Diva, overseeing their IT, website, and equipment logistics. They have one son.

Contents

(Top)

Background

Founding of Surf Diva surf school

Surf Diva Boutique

Surf Diva Book

Stand up paddle

Mission and philosophy

Promoting women's surfing

Contributions

Legacy

Awards and honors

Media recognition

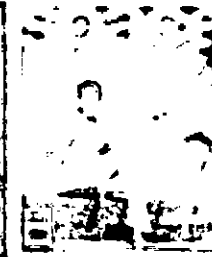
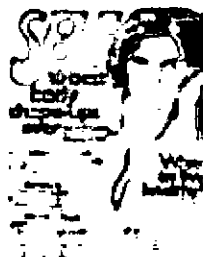
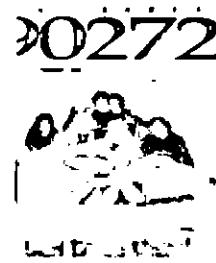
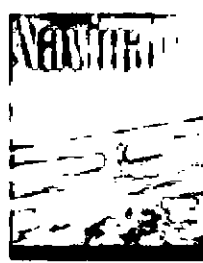
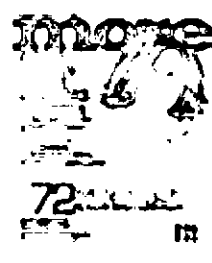
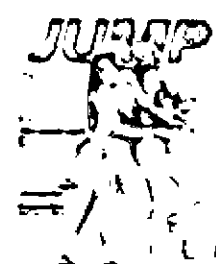
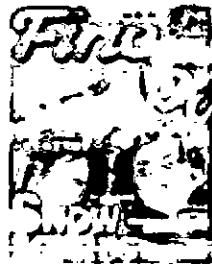
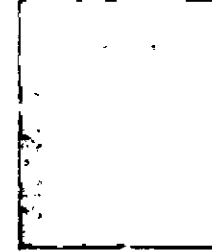
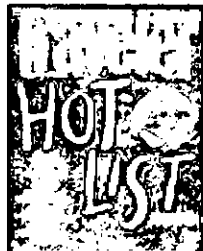
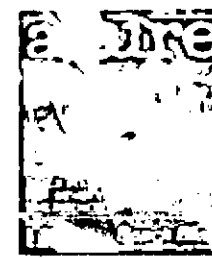
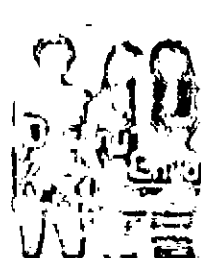
Personal life

External links

References



Surf Diva, Inc.
AS SEEN IN...





Surf Diva, Inc.
AS SEEN IN...



Surf Diva, Inc. 2160 Avenida de la Playa La Jolla, California 92037 phone 858.454.8273

THE PRESIDENT

12 March 2024

via e-mail only

Re: Surf Diva Surf School Letter of Recommendation

To Whom It May Concern,

I would like to personally recommend Surf Diva Surf School and its co-owners and twin sisters, Izzy Tihanyi and Coco Tihanyi, as one of the most recognized and expert surf instruction programs in Southern California.

The Surf Diva Surf School has been operating at a high level of safety, professionalism, skill, and success for 28 years.

I have personally known both Coco and Izzy since 1989 when Coco was the fourth employee at my company REEF. I can attest to the attention to detail, the drive for perfection, and the passion that both sisters bring to our industry. Besides chairing national surf industry organizations, the twin sisters support countless charities and local events for the community.

Additionally, Surf Diva has brought the City of San Diego priceless exposure and tourism revenue by landing features in notable publications such as Sunset Magazine (cover). The Wall Street Journal, Entrepreneur, Elle, Vogue, TIME, Los Angeles Times, etc. Surf Diva is also a leader in the SUP (Standup Paddleboard) evolution, with both Izzy and Coco as passionate advocates for paddleboarding access to our local waters. They are experienced paddleboarders, who participate in numerous charity SUP events for cancer research and Rady Children's Hospital.

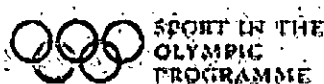
The Tihanyi sisters are committed to bring the surfing lifestyle of health, fitness, self-confidence, and environmental consciousness to the masses. It is through schools such as Surf Diva that we will be able to bring surfing to the level of professionalism and recognition that it deserves. As a personal friend, fan and the president of the ISA, I hope to see the continued success and growth of Surf Diva.

If you have any questions or need further reference, please do not hesitate to contact me.

Best regards,

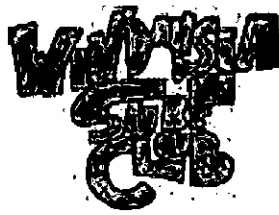


Fernando Aguerre



ISA WORLD HEADQUARTERS
2187 Newcastle Ave, Suite 100, Cardiff, CA 92007
USA
Phone: +1 (858) 551-8580
Fax: +1 (858) 551-8563

Website: www.isasurf.org
Email: info@isasurf.org



WindanSea Surf Club
P.O. Box 438
La Jolla, CA 92038-0438

To Whom It May Concern:

I am writing to you today in Honor of Izzy Tihany and her business, Surf Diva. Since 1996, Izzy and Surf Diva have upheld a positive reputation in La Jolla and San Diego.

Surf Diva's business teaches youth the importance of water safety and proper etiquette when surfing.

Surf Diva is a big supporter of multiple community events that enrich the lives of the participants. We are truly fortunate to have Izzy and the Surf Diva family as part of our community.

Mahalo,

Marnie Cheney

Marnie Cheney
Windansea Surf Club - President

SHELBY STANGER

675 S. Sierra Avenue, Unit 36, Solana Beach, CA 92075 | 858-775-9238 |
ShelbyStanger@gmail.com

March 12, 2024

To whom it may concern:

I am writing to express my enthusiastic support for Surf Diva, a surf school that holds a special place in my heart and in the San Diego community. As an Aaron Price Fellow, journalist with experience at the San Diego Union Tribune and San Diego Magazine, and the creator/host of the internationally renowned adventure podcast, REI Co-op's Wild Ideas Worth Living, I am deeply committed to encouraging people to embrace outdoor adventures that enhance their mental and physical well-being and contribute positively to our community.

In my extensive career in outdoor adventure, education, and media, I have collaborated with numerous outdoor schools, and I can confidently say that Surf Diva stands out as exceptional. Their commitment to professionalism, emphasis on safety, and respect for the local community are unparalleled, making them a top choice for anyone seeking a fun and memorable outdoor experience. I regularly recommend Surf Diva to friends, fans, nonprofit partners, and even celebrities who have appeared on my podcast.

On a personal note, Surf Diva played a significant role in my professional life, serving as one of my first and longest-lasting employers. Not only did I forge lifelong friendships during my time there, but I also witnessed firsthand the profound impact the school has had on individuals from all walks of life. Many of Surf Diva's employees have gone on to become influential figures in our community, including scientists, doctors, teachers, and leaders. For participants, the school has also served as a catalyst for positive change in people's lives, inspiring them to break old habits,



[REDACTED]

embrace new opportunities, and pursue their dreams, all after learning to ride a few waves.

I have the utmost respect and admiration for Surf Diva, its founders Izzy and Coco Tihanyi, and the entire team. Their dedication to providing exceptional instruction, fostering camaraderie, and spreading joy is truly commendable. I can confidently say that Surf Diva has not only enriched my life but has also made a lasting impact on the San Diego community.

Please do not hesitate to contact me if you have any questions or require further information.

Sincerely,

Shelby Stanger

Shelby Stanger

**Author, Will to Wild: Adventures Great and Small to Change Your Life
Host/Creator REI Co-op's Wild Ideas Worth Living Podcast**

To Whom It May Concern,

As the parent of two local competitive surfers, and the wife of high school teacher and retired lifeguard, Chris Kelly, I would like to personally write on behalf of Izzy and Coco Tihanyi, and what they bring to the community with Surf Diva and Menehune Surf Schools.

As a long time resident, I've personally seen the level of dedication that Izzy and Coco bring to the beach on a daily basis. They care about the children, the students, and the La Jolla Shores community.

Empowering youth in surfing and education is something that Izzy and Coco do by supporting young girls, disabled surfers, disadvantaged youth and educational initiatives with our local schools.

They have personally mentored my daughter, Jordyn, since she was 8 years old both in the water, and on land. Coco and Izzy give Jordyn the encouragement to follow her surfing and educational goals, while boosting her self-confidence. They validate her dreams to accomplish big goals by taking the steps needed to succeed with hard work and determination. I cannot say enough that our community needs more people like Izzy and Coco.

Photo of very young Jordyn at 7 or 8 years old with Surf Diva stickers on her board

Photo of Jordyn now shredding a big wave, looking confident and amazing :)

Please feel free to contact me with any further questions.

Thank you for your time,

Monica Kelly
Monica Kelly
Teacher, Mom and La Jolla Local



Pamela Conley Ulich, Esquire

PamelaConleyUlich@gmail.com (310) 699-0424

March 11, 2024

To Whom It May Concern:

I wholeheartedly recommend Surf Diva Inc. Surf School and it's leaders Izzy and Coco Tihanyi. They have brought honor and distinction to the City of San Diego through their professional and respected Surf School. They created the gold-standard surf program that not only teaches the technical skills required to conquer the waves, but also empowers participants in an unparalleled fashion. Having experienced their offerings firsthand and having closely observed their operations and the profound impact on their participants, Surf Diva stands out as a beacon of excellence in surf education. Their program allows it's students to face their fears and come out stronger and even humbled by the power of the ocean and nature.

Surf Diva has established itself as a premier Surf School, not only in La Jolla but arguably one of the best of its kind globally. Their dedication to creating a welcoming, supportive, and empowering environment is evident from the moment one steps into their program. The instructors at Surf Diva are not only exceptionally skilled surfers but also outstanding educators who prioritize safety, technique, and personal empowerment in each lesson. They exhibit an unmatched passion for surfing that is infectious, and they inspire all ages and skill levels to push beyond their perceived limits.

What sets Surf Diva apart is its commitment to fostering a supportive community where participants encourage and uplift one another, creating a profoundly positive and empowering atmosphere. This spirit of camaraderie and mutual support is a testament to the inclusive culture Surf Diva has cultivated over the years. It is this unique aspect that enriches the learning experience, making it not just about mastering surfing but also about personal growth and empowerment.

Surf Diva is the unequivocal choice for anyone on a journey to enhance their surfing skills, while also seeking personal empowerment in a supportive environment. The Surf Diva exceptional program, dedicated team, and their ability to create fun truly sets them apart as the best in educating and empowering all. Izzy and Coco exemplify what it means to live a life with purpose and of service. Should you require further information, please do not hesitate to contact me.

With gratitude and respect,



Pamela Conley Ulich, Esquire
UCSD Graduate
Former Mayor of Malibu

Tuesday, March 19, 2024

Bitta Ntambakwa
4195 Arden Way
San Diego, CA 92103
510-866-7388
ntambakwabitta@gmail.com

To Whom it May Concern,

I am writing to express my strong endorsement of Surf Diva Surf School, which I have had the privilege of being associated with in my capacity as a parent. Over the past two years, my son has had the pleasure of taking part in the Surf Club program. Our family's experience with the school has been nothing short of exceptional, and I am confident in its continued commitment to providing outstanding program opportunities to the local community.

Surf Diva has consistently demonstrated a dedication to excellence in all aspects of its operation, from the quality of its programming and the expertise of its surf instructors. The school's culture is one that fosters learning, growth, and the development of well-rounded surfers and individuals. My son has not only grown as a surfer, but I have also seen an increase in his self-esteem and confidence too!

I wholeheartedly support Surf Diva's mission and values and recommend it without reservation. Their professionalism and dedication to the community is exemplary. I am available for further discussion should you require additional information about my experiences with the program.

Thank you for considering my endorsement.

Sincerely,
Bitta Ntambakwa



**La Jolla Shores
Physical Therapy**

March 12, 2024

To whom it may concern,

As longstanding local surf camp operators at La Jolla Shores, there are none as qualified or dedicated as Izzy and Coco Tihanyi. Their level of expertise and personal commitment is exemplary.

Izzy and Coco grew up surfing here, and treat this beach and the local surfers as family. They give back to our annual Menehune Surf Kids Competition and sponsor young surfers to compete through the surf team. Their surf school programs: Surf Diva, La Jolla Surf Camp, American Surf Academy and Menehune are run safely and the campers have fun. Each site has its own tent with a different focus and class offerings. The beach is always left clean, and sites always look neat and tidy.

We are in favor of the four concession permits (not including the non-profits) consolidated under one surf operator at La Jolla Shores due to the reduced impact to the parking. It also facilitates communication between the community and the surf camp operators. Most importantly, it has brought the level of the surf camps to a more professional degree due to their staff development and accountability.

Please contact me should you have any questions.

Stephanie Hoffman

La Jolla Shores Physical Therapy

858 454-5545

CROWDER

Paul Crowder
8862 Caminito Primavera, La Jolla, CA 92037
La Jolla, CA, 92037
858.357.3269

Dear City of San Diego representative,

I am writing to express my wholehearted endorsement of the Surf Diva Surf School, a wonderful institution that has significantly benefited our family and, by extension, the San Diego community and visitors to our fine city. Their dedication to providing outstanding surf lessons and camps, particularly through their weekend Surf Club, merits recognition.

Surf Diva's Surf Club is an exemplary program that fosters a sense of community, teamwork, and personal growth among its participants. Designed for children and teens, this eight-week program is structured to cater to varying skill levels, ensuring a tailored and impactful experience for each surfer. The commitment to small group sizes, with a commendable instructor-to-student ratio, underscores Surf Diva's dedication to quality and safety, two aspects we have personally witnessed and recognized as former San Diego City Lifeguard myself.

The program's comprehensive approach extends beyond just surfing; it emphasizes preparation, responsibility, and respect for the environment.

Surf Diva Surf School is not just an asset to our family but a shining beacon in the San Diego community and I have recommended this to my peers and friends here locally for years. Their surf camps and clubs offer more than just surfing lessons; they provide life lessons in a nurturing and fun environment.

I strongly recommend the City of San Diego continue to support and recognize Surf Diva Surf School for their invaluable contribution to our community.

Thank you for considering this endorsement.

Sincerely,

Paul Crowder
858.357.3269



GOVERNOR ARNOLD SCHWARZENEGGER

March 2, 2006

Ms. Coco Tihanyi
President and Owner
Surf Diva, Inc.
2160 Avenida de la Playa
La Jolla, California 92037

Dear Ms. Tihanyi,

Thank you very much for your generous offer to give me surf lessons. I'm honored by your invitation, and the thought of a few days floating in the ocean is very tempting. My duties as Governor keep me very busy, but I will do my best to find some time to join you and your instructors down in sunny San Diego.

Please accept my congratulations on your recent business award. It's wonderful that you've turned your passion into a thriving business, and that Surf Diva is helping so many others find their own passion for surfing, as well. As much as I love being Governor, I have to admit that I'm a bit jealous of your job - I have an office on the coast, but your office *is* the coast!

Again, thank you for your kind offer. I wish you, your sister and everyone else at Surf Diva continued success and happy surfing.

With warm regards,


Arnold Schwarzenegger

/ac



January 18, 2012

To Whom It May Concern:

ConVis strongly supports Surf Diva and their endeavor to teach and promote surfing and stand-up paddle boarding to visitors and locals alike. The sport has gained both regional and national recognition, and the growth of its popularity only improves the unique offerings for San Diego and adds to the appeal of our destination.

Surf Diva has been a wonderful partner of ConVis for many years as well as a great asset to the business community of San Diego. They have shown tremendous support to our efforts over the years and are always accommodating with Journalists and the press, which in turn generates great media coverage for the San Diego region. They have been featured in hundreds of magazines and television shows, always promoting San Diego at its finest! We are proud to have the world's #1 surf school in our area.

If I can assist you further in any way, please don't hesitate to contact me personally.

Best Regards,

Joe Terzi
President & CEO



7511 B Street, Suite 1500
San Diego, CA 92101
Tel: 619.232.3301
Fax: 619.698.2371

SAN CARLOS APACHE TRIBE

Wellness Center
P.O. Box 0
San Carlos, Arizona 85550
Phone: (928) 475-2798 ext. 1400
Fax: (928) 475-4880

Terry Rambler
Tribal Chairman



Dr. John Bush
Vice Chairman

To whom it may concern:

This is a letter of the highest recommendation for Surf Diva's Surf School located in La Jolla, CA. Over the past two summers (2012-2013) the Young Warriors program of the San Carlos Wellness Center has booked lessons of 25+ students with Surf Diva during a week long retreat to the San Diego area. The staff at Surf Diva has always been very professional and organized when planning our lessons. Their instructors have a level of enthusiasm that is contagious and a concern for safety that helps to make students confident in the ocean.

The therapeutic program I work for services the youth of the San Carlos Apache Tribe throughout the school year and during the summer. For many of our children these summer trips are the first chance they've had to see the ocean. At first, many of them are a little nervous about getting in and trying something as foreign as surfing. I've seen firsthand how the confidence and knowledge of the Surf Diva instructors has helped to motivate and inspire our children. There is a noticeable difference in their attitudes towards surfing, the ocean and trying new things towards the end of our lessons. We have found that surfing offers the perfect medium to reach our kids and we use learning how to surf as a metaphor to discuss some of the more challenging issues in their lives. In my opinion, the lessons our children have with Surf Diva are invaluable.

As an organization we have come to rely on Surf Diva to make our yearly trips to the San Diego area memorable and fun. The children that we have taken surfing talk about their experiences and the instructors that taught them throughout the school year and look forward to when they'll be able to surf again. These experiences wouldn't be possible without such a professional and dedicated surf school. If you have any concerns regarding Surf Diva please don't hesitate to contact me and I would be glad to speak on their behalf.

Zachary Kent
Recreation Manager
Young Warriors Program
San Carlos Apache Tribe
Zak.kent@gmail.com , 623-236-5637

YM

LAJOLLA

To Whom It May Concern:

Surf Diva has contributed to La Jolla being a destination. High standards and the consistent quality of their instructors makes Surf Diva the premiere surf school for ANYONE wanting to learn how to surf.

I am a Surf Diva student. I revisit the school when I have reached a plateau in the sport, so I can attest to the consistency. To start I was anxious about being in the water because I didn't have much ocean time growing up. I am a small person in stature and can easily be overpowered by a wave. I would have been every surfer's and lifeguard's nightmare in the ocean on my own. Through Surf Diva I have learned about ocean safety and surfers' etiquette which included the safety of others. As a result of being coached by Surf Diva my confidence grew and my fear of the ocean shrunk. I became more physically fit & healthier. What surprised me the most was the spike in my mental health. In my 38 years of life, I was at my peak of happiness and joy. It altered my whole life. My personality type is very cautious, and I don't believe I would have signed up for a lesson if it wasn't for a prestigious school with a good reputation.

Now that I know how to surf, I also see the value in having a safe space for others to learn that is separate from those more skilled. It is a no brainer when parents I know send their children to surf camp, they know their children are in the best hands at Surf Diva.

Surf Diva is at the center of the surf community by making surfing safe and inclusive to young kids and adults at any skill level. As an avid surfer, I have witnessed the positive impact that Surf Diva had had on individuals and in the community.

Yassi Mesbahzadeh

LlveNation Venue Coordinator

yassimesbahzadeh@livenation.com

DIXON PEDIATRIC DENTAL GROUP

Howard R. Dixon, DDS, MS
Stephanie L. Dixon, DDS
Eric H. Dixon, DDS
Kimberly D. Sauer, DDS
Breanne W. Reid, DDS
Rachel T. Swimmer, DMD

To Whom it may Concern,

I am writing this letter to enthusiastically and unequivocally endorse Surf Diva, Inc. Founded and co-owned by the exceptional duo and San Diego natives, Coco and Izzy Tihanyi. Surf Diva has been a cornerstone of the La Jolla Shores community since its establishment in 1996.

Having had all five of my children work for them, I have had the privilege of witnessing their dedication and passion firsthand. I can attest to Coco and Izzy's remarkable leadership and commitment to providing an unparalleled experience for both their surf students and employees alike.

As a pediatric dentist practicing in San Diego for over two decades, I have had the pleasure of referring numerous patients and friends to Surf Diva's surf camps. The campers gain invaluable skills, qualities, and confidence instilled in them under the Tihanyi sisters' guidance and the exceptional surf instructors they train.

Surf Diva's impact extends far beyond the realm of surfing instruction. As the first women's surf school, their pioneering spirit has garnered international recognition. Surf Diva, Inc has played an integral role in empowering people to embrace a healthy, active lifestyle while educating and instilling a deep respect for ocean wildlife and safety. Their dedication to inclusivity, accessibility, and community engagement has made Surf Diva a cherished company in both the local and global surfing communities.

Without a doubt, I wholeheartedly endorse Surf Diva, Inc. as a pivotal asset and deserving recognition from the City of San Diego. Their initiative and dedication to excellence, coupled with their profound influence on the lives of individuals, both customers, and employees, make them an exemplary representation of the vibrant spirit and values of our city.

If you have any questions, please feel free to contact me at (619) 804-8421 or bnknsd@aol.com.

Sincerely,



Kimberly D. Sauer-Highower DDS

August 28, 2013

RE: RFP for Surf Camp Permit for Surf Diva

To Whom It May Concern:

I am Vice President of the La Jolla Shores Association, Chair of the LJSA Parks & Beaches Committee, and Founder/President of Friends of La Jolla Shores 501(c)(3) non-profit and have been an active volunteer in the La Jolla/ La Jolla Shores community for the past thirteen years. Although I cannot speak for the organizations I represent, serving in the aforementioned capacities has afforded me the unique opportunity to work with many of the La Jolla Shores Merchants and Vendors. I have worked closely with the City/County of San Diego as well as a wide range of individuals from every walk of life and corner of the world. Izzy and Coco Tihanyi are among those who are always just a phone call away, willing to donate time, instructors and equipment to a variety of worthwhile causes.

Surf Diva has been in operation at the Shores for many years, receiving nothing but praise and positive feedback from customers and the local community. Dubbed "The Starbucks of surf schools" by Newsweek Magazine, Surf Diva Surf School is considered the pillar of women's surfing in the action sports industry and offers surfing and standup paddleboard (SUP) lessons year-round for women and men, girls and boys in La Jolla and Costa Rica. Surf Diva is actively involved in charities and outreach to support both the local community and to raise awareness to protect the environment around us. Izzy and Coco have served as Board Members on the La Jolla Shores Association for many years and have been involved with the Surfrider Foundation, Coastkeeper, Life Rolls On Foundation, Freedom is Not Free, Liquid Nation, and many more.

My 6 and 8 year old granddaughters had their first surfing lessons this summer and their instructor did an exemplary job...a tribute to Surf Diva's emphasis on excellence. I hope Surf diva will be given the opportunity to continue operating their surf school at La Jolla Shores.

Please contact me if you would like additional information.

Sincerely,



Mary Coakley Munk
9530 La Jolla Shores Drive
La Jolla, CA 92037
(619) 840-020
coakleym@san.rr.com

ROBERT F. KENNEDY, JR.

December 2009

To Whom It May Concern:

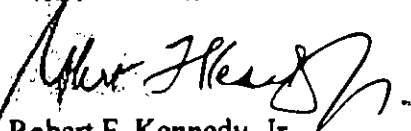
It is my pleasure to write a letter of recommendation for Surf Diva Surf School!

Several years ago, when I first met the owners of Surf Diva (Izzy Tihanyi and Coco Tihanyi) I realized that these twin sisters had something special. Since starting their business in 1996 in La Jolla, California, these twins have shown passion to teach the sport and spirit of surfing while making sure their students understand their environmental responsibility to the world. They appropriately share a favorite motto of Surf Diva "The ocean belongs to no one and welcomes everyone" while making their surf classes fun and educative.

I personally surfed with them and enjoyed the professionalism they instill in their staff. They have excellent programs for private surf lessons and group corporate team-building. Our group was very happy with the instruction and organization as a whole. The program they have created is one-of-a-kind as is their surf shop "headquarters" which is stocked with cool surfboards, standup paddleboards, and the latest in surf fashion.

It does not surprise me that they are the biggest and the best surf school in the US and I look forward to surfing with them again

Happy Surfing,



Robert F. Kennedy, Jr.

Google Review



Mikaela

11 reviews · 2 photos



★★★★★ 10 months ago

Had the best surf lesson with Nina! She was really patient and a great teacher. Finally learned how to stand and to not get wacked by my board! Will keep coming back until I'm the next Kelly Slater.



Jackie Flisk

4 reviews



★★★★★ a month ago

The Surf Diva adult woman's surf clinic exceeded all my expectations. The surf instructors where top notch- informative, fun and their shared experiences were invaluable.

We learned so much about surfing and the ocean in such a small amount of time. Standing up on my first day was the result of the encouragement, support and information I received from Surf Diva. Surf Diva is the best surf school in San Diego!!!



Lauren Boucher

6 reviews



★★★★★ 7 months ago

This is the safest, most fun surf camp for kids of all ages! I have been sending my daughter to summer camp every year for 6 years! Every year her surfing improves and so does her love for the ocean. I appreciate the entire Surf Diva team for all the hours of fun and smiles.



Halley O

15 reviews



★★★★★ a year ago

We had such a good experience with Surf Diva! Easy booking, good prices, awesome location, and great instructor. I have never surfed before and found the instructor to be super helpful and empowering. Would definitely recommend to anyone who is looking to try out surfing!



Annie Rowson

Local Guide · 37 reviews · 4 photos



★★★★★ 5 months ago

Couldn't have been more fun or helpful- "great" instructors, good time in the water, everything I could have asked for. Two 30 something's and a 19 year old and we all had a blast, but it looked like all ages they were teaching that day (maybe 11-60?) were having a great time!





Livia Balland

1 review

★★★★★ 3 months ago

Great teacher! Authentic and very encouraging.
1st time surfing and I could stand up and catch some waves on my own!
Staff at the shop were also very kind and helpful.



Like



Matthew Blenick

3 reviews

★★★★★ 3 weeks ago **NEW**

Great place for beginner lessons! Andreas was super helpful, informative, and encouraging. Would recommend to anyone looking to jumpstart their surfing journey.



Like



Keri Urdiales

12 reviews • 16 photos

★★★★★ 10 months ago

We had an incredible time with Adam for our first surf lesson. He was kind, patient, and easy to talk to. We highly recommend lessons here!



Like



Brianna Dolan-Norton

9 reviews

★★★★★ 5 months ago

We had the best experience with Surf Diva. The staff was extremely friendly, kind and upbeat. Our instructor Daveo couldn't be beat. Great instructor, knowledgeable, fun and great personality. I would recommend him and plan on scheduling another lesson with him.



Like



Greer Vinall

5 reviews • 1 photo

★★★★★ 5 months ago

This surf experience was recommended by a friend and my hotel concierge - and rightfully so! It was easy to find, my instructor (Stella A!) was SO nice, taught me well, and helped me catch plenty of waves. She timed my last wave perfectly and it was the best ride in the end the lesson. If you are looking for a great lesson that is also fun - Surf Divas is the place to go!!!

Tripadvisor



MWTG
Minneapolis • 1 contribution

👍 0 ...



Totally Rad

Jun 2023 • Family

Recently our down to earth, friendly, informative teacher Hollie was amazing. Over the years our grandchildren have had many lessons from SURF DIVA instructors and we've always had a great experience.



Josh P
3 contributions

👍 0 ...



Best surf lesson ever!

Sep 2023 • Couples

Awesome staff! David took the time and really made sure my wife and I understood the basics. We had only surfed once before. This time, we both got up multiple times, my wife more than me. David was there the entire time and taught us how to watch the waves, time our paddle, and how to get up and stay up. He also took time to connect with us. He's been surfing for almost 50 years and the guy knows his stuff! We heavily recommend Surf Diva and would request David again.



Alice W
1 contribution

👍 0 ...



Just Do it!

Jul 2023

We loved our experience with Surf Diva! They were so organized and Liam was so patient with me, the 50 yo mom, and great with our 18 yo daughter. We highly recommend them!



stephanie s
Valparaiso, IN • 65 contributions

👍 0 ...



Just what we wanted

Oct 2022

On a recent trip to Southern California, my kids wanted to try surfing. They did great and had a great time. Our guide Haley worked hard to provide them with an excellent experience, even switching out boards when one struggled.



Britni H
2 contributions

👍 0 ...



Perfection. Book with confidence.

Apr 2023 • Solo

Roman was my instructor for my very first attempt at surfing ever in my life. Poor guy. But he never lost his smile or let on how much I was making him work.

There was no way I could have succeeded without his teaching, literal boosts, encouragement, and the countless rests he gave my puny muscles in between (positioning me in place, lessening paddle time, etc- he was working!). Thanks to him alone, I rode several waves my first time out. He may have been more excited than me when I did (meaning a lot).

The shop is great. The rental wetsuit was top condition, as was the board and changing area. Booking and payments were easy.

Parking is cumbersome, so planned to walk or give yourself an extra 20 minutes to park and trek. It's worth it.



Shannon T
30 contributions

👍 0 ...



So much fun!

Dec 2021

Kurrent was the instructor for my 15 year old's private lesson. The weather was overcast and the water was more rough than normal for the area. Kurrent was a fantastic instructor who gave plenty of easy to understand instruction on the beach before hitting the water. He made the lesson a fun experience!

Highly recommend Surf Diva and Kurrent.



Jack rob
1 contribution

👍 0 ...



2 hour lesson is my recommendation. This Place made our vacation. Couldn't be happier.

Mar 2020 • Family

If it wasn't for our surf instructor Patric our six daughter probably wouldn't have found her courage to try it. He is amazing with kids and very patient with everyone. One of the best ideas we ever had and will be back.



Rene
16 contributions

👍 0 ...



Best experience!

Aug 2021 • Family

We took our first ever surfing lesson while visiting La Jolla, and Surf Diva took such good care of us. Booking was easy, check-in was quick & helpful, and our instructor, Carla, was fantastic! She taught us the basics and got us into the water quickly. She was just as skilled teaching a 10 yr old as a 45 year old newbie. We learned to surf and had a lot of fun. Highly recommend!

Yelp



Samantha B.
San Francisco, CA
@ 0 @ 2

★★★★★ Feb 19, 2024

Fantastic! Had a great time. Everyone was super kind and helpful. The instructors were incredibly helpful, the shop had plenty of supplies to make the surfing experience fun and easy. Great location, really close to the beach. Thank you!



Jody L.
Los Angeles, CA
@ 0 @ 3

★★★★★ Aug 28, 2023

Despite being a So Cal native, and spending my childhood at the beach, I'd never surfed so this was a bucket list item for me. Mybff & I had a blast and our instructor, Andrea, was amazing. If us 2 older (60+) women can do this, so can you.



Natalia K.
San Diego, CA
@ 0 @ 1

★★★★★ Aug 1, 2023

The best camp ever! My son never surfed before, and he loves it now. Great instructors for every age. Thank you Surf Diva!



Tracy A.
San Diego, CA
@ 0 @ 5

★★★★★ Jul 14, 2023

Excellent!!!! The surf instructors were amazing. Such a great example to younger kids.



Kelly S.
San Diego, CA
@ 0 @ 2

★★★★★ Jul 5, 2023

What an amazing experience! We signed our 9 year old granddaughter up for surf camp at Surf Diva this summer. She is a swimmer but has never been on a surf board or swimming in the ocean. The team at Surf Diva was incredible. Memories of a lifetime for our granddaughter. Such a positive experience all the way around. Professional, friendly, experienced, caring and fun. We are recommending Surf Diva to everyone we know.



Melaminah H.

San Diego, CA

📍 360 📅 27 📩 21

...

★★★★★ Oct 1, 2022

📷 3 photos

Surf Diva was amazing! Four girlfriends and I had a private class with Patrick and Melissa and had SO MUCH FUN! We were all super nervous as none of us had ever *really* surfed before, but the instructors made us feel so relaxed and comfortable. After a few practice rounds of techniques on the sand, we were ready to hit the waves. All five of us were able to eventually stand up and actually catch a few waves!

If you've ever wanted to try surfing, but don't know where to start or don't want to try to figure it out on your own, I highly recommend Surf Diva.

We all feel so much more confident and are already planning to go again!



Melissa D.

San Diego, CA

📍 0 📅 2

...

★★★★★ Sep 24, 2022

My daughter has done lessons, summer surf camp, and just started doing Saturday Surf Club. I cannot say enough good things about surf divas! They are always completely organized and communicative. Their instructors are fantastic with kiddos and it is now one of my daughters favorite activities! They also make sure kids know surfing etiquette, teach them all about how to spot rip tides and a bunch of other very useful info! I would 100% recommend Surf Divas to anyone looking for a safe and fun place to learn how to surf!



Kim S.

Portland, OR

📍 0 📅 2

...

★★★★★ Aug 10, 2022

Great private lesson experience at Surf Diva! David was a patient, kind, and dedicated instructor coaching me every step of the way. It's been over 10 years since my last time on board, and he tailored the lesson to meet my level. Can't wait to come back!



Harshit G.

South Lake Union, Seattle, WA

📍 0 📅 6 📩 1

...

★★★★★ Jan 14, 2023

First time surfing! It was so worth it! Amazing experience... Awesome instructor Kurrant! I'll be doing this again! Even you are doing it for the first time and cannot actually do it well, focus on enjoying the sea and the waves and just riding in. Going in is honestly as much fun as surfing out... Don't need to be Michael Phelps to do this... just ride the wave and chill if not anything else..

E. OPERATING PLAN

3. FINANCING PLAN

a. Financial statement

City of San Diego Concession Profit & Loss Statement

January 2021 through December 2023

CONFIDENTIAL

	Jan - Dec 21	Jan - Dec 22	Jan - Dec 23
Ordinary Income/Expense			
Income			
42000 · School Income	938,349.14	869,494.96	847,502.98
43000 · Rental Income	19,216.50	1,124.00	1,060.00
44000 · Surcharge Income	157,372.31	142,053.36	133,902.58
46000 · School Miscellaneous Income	354.00	0.00	0.00
47100 · Photo Sales	17,218.57	12,651.52	18,760.56
Total Income	1,132,510.52	1,025,323.84	1,001,226.12
Cost of Goods Sold			
52000 · Surcharge Expenses	181,415.22	164,208.70	160,428.82
55000 · Surf Equipment <\$2,500	5,080.65	19,091.93	10,786.06
56100 · School Rashguards & Apparel Exp	10,939.83	7,586.20	7,277.30
56300 · Goodie Bags Expense	0.00	5,767.48	0.00
56700 · Direct Photos Expense	914.62	0.00	0.00
56900 · Smart Waiver Fees	130.00	60.00	60.00
57900 · School Miscellaneous Expense	0.00	0.00	90.00
Total COGS	198,480.32	196,714.31	178,642.18
Gross Profit	934,030.20	828,609.53	822,583.94
Expense			
61000 · Payroll Wages & Tax Expense	390,395.18	349,152.13	371,158.02
61001 · Work Comp Insurance Expense	21,655.67	11,335.59	5,591.19
62000 · Employee Benefits Expenses	24,224.70	26,590.74	31,126.66
64100 · Marketing & Promotional Expense	9,785.61	16,866.33	19,158.64
64106 · Website Expenses	985.29	882.92	1,182.70
64108 · Marketing Services Expense	20,000.00	20,000.00	30,000.00
64110 · Contributions - Cash	1,976.58	2,650.15	2,556.72
64114 · Uniforms Expense	918.27	598.19	3,571.70
64200 · Advertising Expenses	9,024.70	25,679.47	31,320.12
64400 · Dues & Membership Fees Expense	560.98	851.88	669.87
64500 · Travel & Local Transportation	14,423.16	26,550.02	18,952.02
64700 · Training & Educational Expense	897.21	160.00	1,545.45
65100 · Telephone & Connectivity Exp	9,679.58	9,096.49	11,573.83
66100 · Rent (Occupancy)	48,000.00	48,000.00	48,000.00
66200 · Storage & Lease Expenses	3,768.00	4,532.00	4,980.00
66300 · Utilities Expenses	5,114.63	5,505.19	7,504.63
67000 · Insurance Expenses	25,884.96	29,575.10	27,587.79
68110 · Legal & Consulting Expenses	1,819.54	3,085.00	300.00
68120 · Accounting & Tax Prep Expense	30,608.30	27,168.55	33,819.55
68200 · Outside Services Expenses	222.00	413.00	599.00
68220 · Cleaning Expense	1,582.87	1,538.00	1,650.00
69100 · Office & Computer Expenses	33,377.97	30,651.80	30,060.18
69310 · Maint & Repairs - Office	2,562.73	6,416.21	14,300.54
69330 · Maint & Repairs - Equipment	0.00	1,084.86	1,261.56
71100 · Supplies Expense	2,371.72	2,790.21	1,009.36
73100 · Credit Card Processing Fees Exp	20,603.06	21,067.02	20,284.36
73101 · XOLA Booking Fees	28,177.31	24,583.67	24,704.76
74110 · Taxes - Business Tax Expense	269.00	298.42	798.42
74150 · Taxes - Unsecured Property	3,800.87	1,147.58	781.15
75100 · Permits, Licenses & Filing Fees	67.46	0.00	99.09
Total Expense	712,757.35	698,270.52	746,147.31
Net Ordinary Income	221,272.85	130,339.01	76,436.63
Net Income	221,272.85	130,339.01	76,436.63



Leah M. Dredge, March 14, 2024

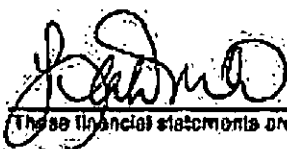
These financial statements are true and correct

I. Tihanyi

Surf Diva, Inc.
City of San Diego Concession Balance Sheet
Years 2021, 2022, 2023

CONFIDENTIAL

	Dec 31, 21	Dec 31, 22	Dec 31, 23
ASSETS			
Current Assets			
Checking/Savings			
102500 · CB&T Checking Account	432,247.85	108,697.44	119,640.15
102600 · Photo Checking Account	50.00	50.00	50.00
Total Checking/Savings	432,297.85	108,747.44	119,690.15
Other Current Assets			
134000 · Inventory - School/Promo	12,318.67	37,385.89	51,314.48
Total Other Current Assets	12,318.67	37,385.89	51,314.48
Total Current Assets	444,616.52	146,133.33	171,004.63
Fixed Assets			
162000 · Acquisitions	125,037.00	125,037.00	125,037.00
163000 · School Equipment	47,231.02	47,231.02	47,231.02
164000 · Transportation Equipment	121,136.37	121,136.37	121,136.37
165100 · Office Furniture and Fixtures	6,206.64	6,206.64	6,206.64
165200 · Shop Furniture and Fixtures	4,066.53	4,066.53	4,066.53
166000 · Computers & Electronics	7,217.35	7,217.35	7,217.35
166600 · Photography Equipment	5,362.61	5,362.61	5,362.61
167000 · Tenant Improvements	4,637.39	4,637.39	21,227.39
169000 · Accumulated Depreciation	-188,991.30	-201,214.30	-206,843.30
169900 · Accumulated Amortization	-98,882.00	-105,241.00	-111,600.00
Total Fixed Assets	33,021.61	14,439.61	19,041.61
Other Assets			
170000 · Bonds & Deposits	10,241.89	10,241.89	10,241.89
Total Other Assets	10,241.89	10,241.89	10,241.89
TOTAL ASSETS	487,880.02	170,814.83	200,288.13
LIABILITIES & EQUITY			
Liabilities			
Current Liabilities			
Credit Cards			
205010 · Wells Fargo Credit Card	1,908.78	4,485.88	5,501.35
Total Credit Cards	1,908.78	4,485.88	5,501.35
Other Current Liabilities			
205500 · Insurance Finance/Prem Payable	23,464.50	22,728.75	24,975.50
Total Other Current Liabilities	23,464.50	22,728.75	24,975.50
Total Current Liabilities	25,373.28	27,214.63	30,476.85
Total Liabilities	25,373.28	27,214.63	30,476.85
Equity			
30000 · Shareholder Equity	32,472.03	32,472.03	32,472.03
31000 · Distributions (Current Year)	-71,803.00	-400,000.00	0.00
32000 · Distributions (Prior Years)	-213,567.39	-285,370.39	-685,370.39
39000 · Retained Earnings	494,132.25	666,159.55	746,273.01
Net Income	221,272.85	130,339.01	76,436.63
Total Equity	462,506.74	143,600.20	169,811.28
TOTAL LIABILITIES & EQUITY	487,880.02	170,814.83	200,288.13



Leah M. Dredge, March 14, 2024

These financial statements are true and correct

I. Tihanyi

Surf Diva, Inc.
San Diego Concession Estimated Profit & Loss Statement
January 2024 to December 2024

CONFIDENTIAL

	<u>Estimated 2024</u>
Ordinary Income/Expense	
Income	
42000 · School Income	737,000.00
44000 · Surcharge Income	117,920.00
47100 · Photo Sales	20,000.00
Total Income	<u>874,920.00</u>
Cost of Goods Sold	
52000 · Surcharge Expenses	139,987.20
55000 · Surf Equipment <\$2,500	11,000.00
56100 · School Rashguards & Apparel Exp	7,000.00
57900 · School Miscellaneous Expense	150.00
Total COGS	<u>158,137.20</u>
Gross Profit	<u>716,782.80</u>
Expense	
61000 · Payroll Wages & Tax Expense	375,000.00
61001 · Work Comp Insurance Expense	6,000.00
62000 · Employee Benefits Expenses	32,000.00
64100 · Marketing & Promotional Expense	18,000.00
64106 · Website Expenses	1,200.00
64108 · Marketing Services Expense	30,000.00
64110 · Contributions - Cash	2,500.00
64114 · Uniforms Expense	3,500.00
64200 · Advertising Expenses	29,900.00
64400 · Dues & Membership Fees Expense	700.00
64500 · Travel & Local Transportation	14,000.00
64700 · Training & Educational Expense	1,500.00
65100 · Telephone & Connectivity Exp	11,500.00
66100 · Rent (Occupancy)	48,000.00
66200 · Storage & Lease Expenses	5,000.00
66300 · Utilities Expenses	7,500.00
67000 · Insurance Expenses	27,500.00
68110 · Legal & Consulting Expenses	300.00
68120 · Accounting & Tax Prep Expense	29,000.00
68200 · Outside Services Expenses	600.00
68220 · Cleaning Expense	1,700.00
69100 · Office & Computer Expenses	12,000.00
69310 · Maint & Repairs - Office	6,000.00
69330 · Maint & Repairs - Equipment	1,300.00
71100 · Supplies Expense	1,100.00
73100 · Credit Card Processing Fees Exp	17,425.00
73101 · XOLA Booking Fees	21,250.00
74110 · Taxes - Business Tax Expense	800.00
74150 · Taxes - Unsecured Property	800.00
75100 · Permits, Licenses & Filing Fees	100.00
Total Expense	<u>706,175.00</u>
Net Ordinary Income	<u>10,607.80</u>
Net Income	<u>10,607.80</u>


This estimate is true and correct.

Leah M. Dredge, March 14, 2024

I. Tihanyi

E. OPERATING PLAN

3. FINANCING PLAN

b. Minimum funds

Surf Diva, Inc. has the necessary financial assets to successfully operate and maintain Sites #10 and #11 at La Jolla Shores and adequately staff in accordance with this proposal. No additional financing is necessary for Surf Diva, Inc. as we have the required cash on hand. Balance sheet is included in:

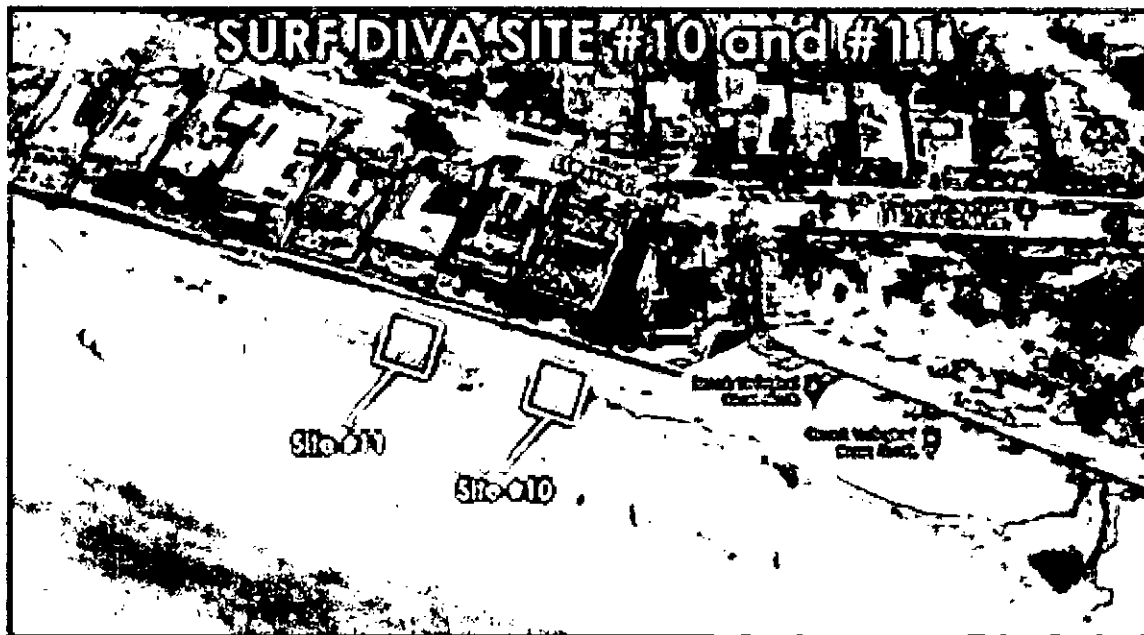
E. Operating Plan
3. Financing Plan
section a.

E. OPERATING PLAN

4. RANKING OF SITES

Surf Diva, Inc. is requesting to remain at Sites #10 and #11 at La Jolla Shores Beach. These are the 2 southernmost Sites, which will allow us to operate the Sites in the safest and most efficient manner. Sites #10 and #11 are historically known by the public, parents, students and Lifeguards as the Surf Diva Surf School location.

Additionally, our Adaptive Surfing Program is globally recognized and dependent on the direct beach access to our current Sites.



E. OPERATING PLAN

Surf Diva, Inc. has demonstrated the ability to support the City's desire to operate La Jolla Shores Sites #10 & #11 for the benefit of the public, users, and the surrounding community.

5. COMMUNITY : *Proposer should demonstrate in detail the community need that is being met and the anticipated annual number of clients that will be served.*

- Surf Diva, Inc. and the family of surf school has demonstrated and effectively met the community needs.

Surf Diva, Inc. and the family of surf school programs it operates provide a multitude of benefits to community members and the general public due to accessibility and various surfing options. Each program is an integral component and vital to participants; it is important to keep AFFORDABLE and ACCESSIBLE.

For example, Surf Dive Surf School is essential to women and girls; La Jolla Surf Camp to small children; American Surf Academy to teens; and Menehune Surf to families on a budget, men and women.

All are in successful operation for 20+ years, this having an infrastructure and roots in the community and City of San Diego.

The anticipated annual number of clients that will be served is 5,000.

Per the RFP, Surf Diva will consider all applicable laws and available industry guidelines as they apply to liability, public health standards, recreational operations, Americans with Disabilities (ADA) access, and the highest standards of maintenance of all facilities and equipment. No Site improvements are necessary for ADA compliance.

Programs and costs are explained in detail in the Operating Plan of this RFP.

Community and public service is woven in our core values and is part of our natural existence through DONATIONS, INCLUSION, EDUCATION, IMPACT and VOLUNTEERING

COMMUNITY/PUBLIC SERVICE = DONATIONS

In-kind and service donations to 501(c)(3) organizations have totaled over \$30,000 for the past 5 years and have consistently been implemented since 1996; generously supporting local public schools, environmental organizations, medical research, and many other humanitarian causes. Hundreds of schools and nonprofits have benefited from the generosity of Izzy and Coco and Surf Diva, Inc. thus generating valuable funds for those individuals and organizations.



COMMUNITY/PUBLIC SERVICE = INCLUSION AND DIVERSITY

ADAPTIVE SURFING PROGRAM

Surf Diva, Inc. is committed to adaptive surfing for all physical abilities. These are dozens of organizations and people we have worked with and here are a few examples:

Alana Nichols - Paralympic Gold Medalist on her "favorites of San Diego"

"Alana is a big fan of Surf Diva and all they do to help people get out on the water. They offer all the gear rentals you need, plus awesome lessons to get you standing up in no time. You'll find them right on the beach in La Jolla Shores."



- Donate and collaborate with ReSurf nonprofit 501(c)(3) to bring disadvantaged and at-risk youth to learn to surf: The ReSurf Mission is to mentor underprivileged children all over the world through surfing. ReSurf equips community leaders with the necessary tools to reach and inspire their youth. So far, ReSurf has impacted the lives of over 500 youth.
- Work with the Cystic Fibrosis Foundation to teach CF children to surf, which is vital to assist their breathing, as the mist from the saltwater opens up their lungs as therapy and healing. Cystic fibrosis causes chronic and debilitating lung infections, and studies have shown that salt water inhalation can help CF patients. Surfing can improve overall fitness levels and also let participants breathe in salty sea air.

The doctors behind these studies in Australia noticed a significant difference in the health of their surfing CF patients compared to those who don't surf. The discovery led to the development of a hypertonic saline therapy that mimics a surf session, and which is now being incorporated in many CF patients' treatment routine.

The San Diego CF Chapter is working together with companies like Surf Diva, Inc. to host the fundraiser and awareness day.

- Youth mentorship for local young girls to stay in sports: According to a poll for the National Alliance for Youth Sports, around 70 percent of kids in the United States stop playing organized sports by the age of 13. According to Kids Health, girls who play sports do better in school and are less likely to smoke or get breast cancer later in life than girls who don't. Here is some more good news - athletic participation is also helping young girls to avoid smoking, eat healthier foods, be happier (lower rates of depression in girls who play sports), get better grades, and have better relationships in their teen years and beyond. The California Women's Law Center found that "sports activity at an early age also provides the foundation to succeed later in life, teaching us lessons in teamwork, goal-setter, leadership, and competition." According to the Women's Sports Foundation, female athletes were less than half as likely to get pregnant as female non-athletes (5% and 11% respectively). Moreover, significantly reduced rates of pregnancy were found for subsamples of African American, Caucasian, and Latina/Hispanic female athletes.



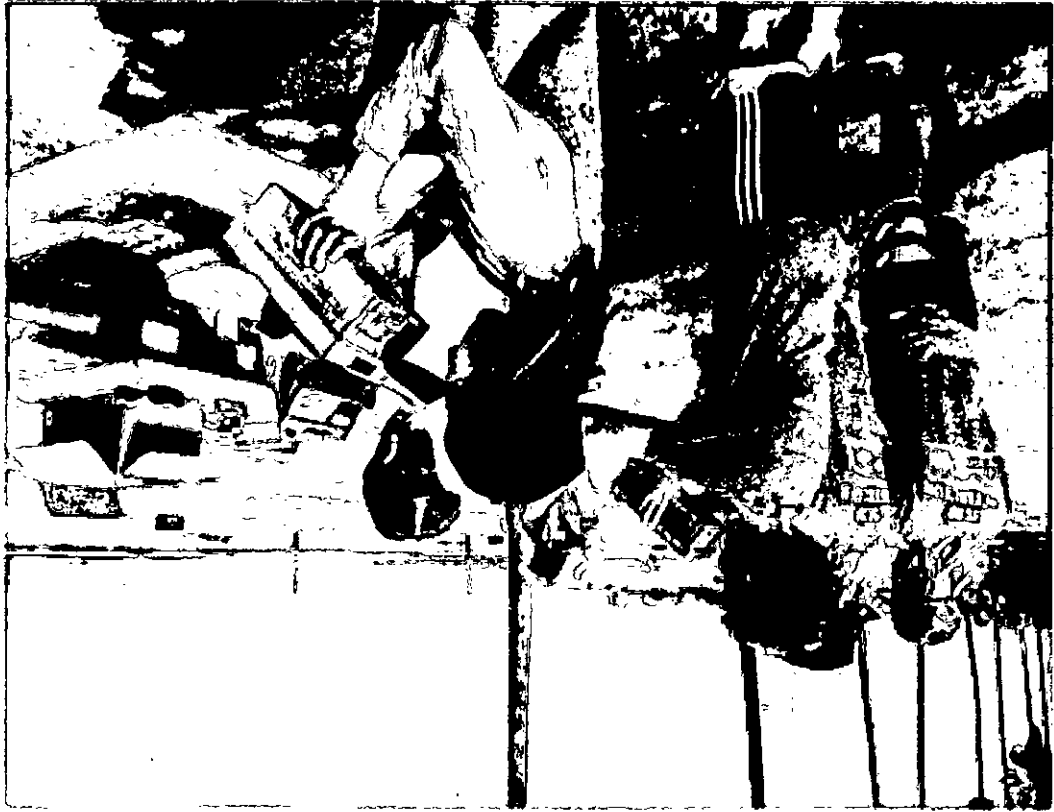
COMMUNITY/PUBLIC SERVICE = EDUCATION

We believe that educating and mentoring the community, including one person at a time, can make a huge difference.

Educating our students and the public about the Marine Protected Areas of the Matlahuayl State Marine Reserve at La Jolla Cove and the San Diego-Scripps State Coastal Marine protected area. We have coordinated with Wildcoast to distribute MPA Wildlife and Recreation guides outlining the historical significance of this area to the Kumeyaay and Luiseno. Native Californians, who utilized this area for thousands of years and continue to sustain their relationship to the sea and the shore here. This is important both culturally, historically, and environmentally to our community and our connection to the sea.

Science and Discovery: Our ability to work with the natural elements and give back is illustrated in this example: During the last solar eclipse we offered a free class for kids on how to make a safe viewing eclipse box.

We provided a qualified astronomy expert, all the supplies, and created an environmental learning opportunity for local kids about our natural environment. We reused cardboard shoe boxes.

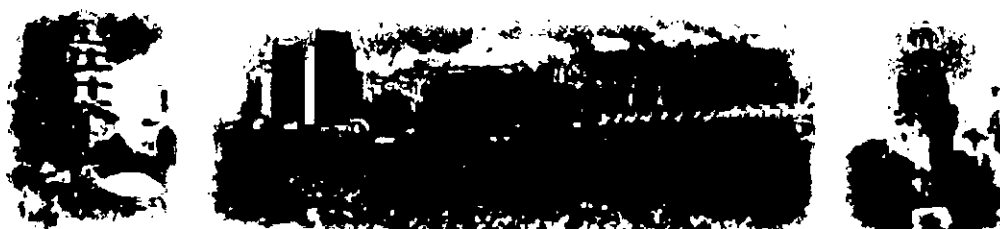


COMMUNITY/PUBLIC SERVICE = VOLUNTEERING

- Izzy and Coco provided countless hours of volunteer work with community boards and hold leadership roles with the La Jolla Shores Association, La Jolla Shores Business District, University of California, San Diego, and have supported the La Jolla Shores Surfing Association, Torrey Pines Elementary School, Muirlands Middle School, La Jolla High School, as well as all the other local public and private schools.
- Izzy and Coco volunteered their know-how with the Girl Scouts of America to help create the "surfing badge" and Izzy was awarded as the Cool Woman of the Year
- Coco volunteered with the Art Institute of San Diego to help create the Retail Merchandising program. Coco volunteers on the Board Retailers Association in the action sports industry, was appointed to Co-Chair and serves on the Board of Directors.
- Izzy volunteered at the International Surfing Association (ISA) Adaptive Surf Competition and was asked to "catch" in the water during the finals heats due to her ocean skills and competitive surfing background
- Izzy and Coco are Founding Members of the International Surfing Association (ISA) Friends of Olympic Surfing



Science Discovery Day at Torrey Pines Elementary School, volunteer participation yearly for 25 years



Proclamation of the City Council

City of San Diego **La Jolla Surf Diva Day**

January 6, 2022

Presented by Councilmember Joe LaCava

WHEREAS, for 25 years, sisters Coco and Izzy have maintained La Jolla's Surf Diva Shop and Surf School as an inclusive and diverse opportunity for all San Diegans; and

WHEREAS, the community has embraced and benefited from their dedication to employing talented, world-class instructors, and hosting instructional camps and lessons; and

WHEREAS, Coco and Izzy's achievement is an example of realizing a childhood dream and persevering through challenging times, displaying tenacity and creativity throughout; and

WHEREAS, Surf Diva's generous relationship with the community through partnerships and sponsorships greatly contributes to the local community and tourism industry in San Diego; and

WHEREAS, the organization's emphasis on equality and encouraging individuals of all ages, genders, and abilities to partake in surfing is a cultural asset that should be celebrated; and

NOW, THEREFORE BE IT PROCLAIMED, by the Council of the City of San Diego, that this Council, for and on behalf of the City of San Diego, does hereby proclaim January 6, 2022, to be "La Jolla Surf Diva Day" in the City of San Diego.



[Signature]
COUNCIL PRESIDENT AND TIM MONTGOMERY STEPPY

[Signature]
COUNCILMEMBER JOE LACAVA

[Signature]
COUNCILMEMBER JENNIFER CAMPBELL

[Signature]
COUNCILMEMBER STEPHEN WHITEBURN

[Signature]
COUNCILMEMBER MARY MONTGOMERY STEPPY

[Signature]
COUNCILMEMBER RAUL A. CAMPILLO

[Signature]
COUNCILMEMBER JUAN MORENO

[Signature]
MAYOR TORO

CALIFORNIA LEGISLATURE

Assembly

RESOLUTION

By the Honorable George A. Plescia
75th Assembly District; Relative to commending

Surf Diva

Whereas, California Small Business Day is held to recognize the many important contributions small businesses make to the state's economy; and

Whereas, Surf Diva has been named Small Business of the Year for the 75th Assembly District, and in recognition thereof, twin sisters Isabelle "Izzy" Tihanyi and Caroline "Coco" Tihanyi are deserving of highest commendations and heartfelt congratulations; and

Whereas, Surf Diva introduces women of all ages to the sport and spirit of surfing in a fun and encouraging environment; and

Whereas, From competitive coaching to lessons for the beginner, Surf Diva offers it all, since 1996, Surf Diva has built a solid reputation of professional, educated, and passionate surfing instructors, and its team boasts individuals with sideline careers such as firefighters, paramedics, nurses, teachers, lawyers, and snowboarders; and

Whereas, Today, Surf Diva's 50 instructors teach thousands of people to surf each year, and half of all revenue comes from sales of Surf Diva fashions sold at a company-owned boutique and by 50 retailers in the United States, Japan, and England; and

Whereas, Surf Diva proudly supports the following organization, charities, and programs: American Red Cross, Archer School for Girls, Bird Rock Elementary School, Boarding for Breast Cancer, Lucky Brand Foundation, Camp Able, Child Welfare Services, Children's Hospital, Edgemar Center for the Arts, Girl Scouts of America, Historical Society, Kiwanis, Kixy, KPBS, La Jolla Shores Longboard Association, San Diego Humane Society, San Diego Baykeeper, SIMA, Waterman's Ball, Summer Solstice, Sundt Memorial Foundation, Surfrider Foundation, Team Surf Diva, Avon Walk for the Cure, Torrey Pines Elementary School, University of California, San Diego (UCSD) Surf Club, UCSD Cancer Association, UCSD Cancer Center, Weingart Center, and Wind n Sea Surf Club; and

Whereas, Surf Diva and Izzy and Coco Tihanyi have received numerous business and civic awards and recognitions, including, but not limited to, being listed as one of the 26 most fascinating entrepreneurs in the world in the April 2005 issue of *Inc.*, the magazine for growing companies, and they were the recipients of the Inspiration Award from the Pacific Women's Sports Foundation; and

Whereas, In 2003, Surf Diva was awarded the esteemed Surfrider Foundation, San Diego Chapter Stewardship Award for its dedication, compassion, and loyalty to the surf community and the environment; and

Whereas, Surf Diva has been integrating educational practices into its businesses since the company's inception, and it has recruited and inspired thousands of people through the years to get involved in environmental issues; Surf Diva was the site supervisor of La Jolla's California Coastal Clean Up Day in 2003, where the staff coordinated meetings with Bay Keeper and Surfrider to organize the annual event; and

Whereas, Surf Diva has created a program where volunteers from its overnight camps participate in beach clean up and beautification each week; additionally, Izzy encourages beach clean up and discusses water quality every afternoon on her live surf report on San Diego's local radio station KIOZ ROCK 193.3; and

Whereas, California's small business community is a vital source of competition, and it is businesses such as Surf Diva that form the foundation for innovation that fuels our free enterprise system; now, therefore, be it

Resolved by Assembly Member George A. Plescia, That he takes great pleasure in congratulating Surf Diva on its selection as the Small Business of the Year for the 75th Assembly District, and by this resolution, salutes the entrepreneurial dreamers, doers, and donors who represent the backbone of our state and nation.

Members Resolution No. 1833

Dated this 15th day of June, 2005

George A. Plescia
Honorable George A. Plescia
75th Assembly District

CALIFORNIA LEGISLATURE

Assembly

RESOLUTION



By the Honorable Nathan Fletcher
75th Assembly District; Relative to commending

Izzy and Coco Tihanyi

Whereas, Surf Diva, founded by Isabelle "Izzy" and Caroline "Coco" Tihanyi, is celebrating its sixteenth anniversary, and it is appropriate at this time to highlight its history of achievements and underscore the positive impact it has had on the communities it serves; and

Whereas, Izzy and Coco Tihanyi revolutionized the world of surfing in 1996, when they launched the Surf Diva brand, challenging the notion that the ocean's waves were a realm best left to the male gender; and

Whereas, Both former students of the University of California, San Diego, Izzy and Coco's combined 20 years of experience in the surf industry allowed them each to pursue their respective passions of surf instruction and clothing design; and

Whereas, The twin sisters are natives of California, and each manage their own end of the business, as Izzy, a competitive surfer and instructor, runs the surf school, while Coco, a clothing designer, operates the retail brand; and

Whereas, Despite initial skepticism, Surf Diva has thrived, becoming the world's most successful surf school for women, all the while promoting the company's positive message through its successful retail line of surf wear; and

Whereas, With its growing success, Surf Diva has broadened its horizons to include both genders, and offers a variety of surf instruction camps in Southern California, where the company was born, as well as an extended program in Costa Rica; and

Whereas, The Tihanyi sisters have enjoyed their well-deserved success, and in 2005 were listed by *Inc. Magazine* as two of the year's "20 Most Fascinating Entrepreneurs"; and

Whereas, In addition, Surf Diva has earned numerous commendations, and has been featured by such esteemed networks and publications as *CNN*, *El Financiero*, *The New York Times*, *In Style*, *The Wall Street Journal*, *Travel and Leisure*, *Shape*, *The Los Angeles Times*, and *Elle*; and

Whereas, Surf Diva's goal of introducing women to the joys of surfing, originally dismissed as a bad idea, has proven to be an excellent decision, and to this day, Izzy and Coco still strive to promote the Surf Diva motto: "The best surfet in the water is the one having the most fun," a philosophy that resonates within the pages of the Tihanyi sisters' book, *Surf Diva: A Girl's Guide to Getting Good Waves*; and

Whereas, Surf Diva is dedicated to bolstering the female surfing community, and aims to sponsor aspiring "surf divas" in their endeavors to succeed; and

Whereas, Ever concerned with the welfare of the planet's oceans, Izzy and Coco have directed their attention to the preservation of the environment, and have made strides to conserve it, donating part of Surf Diva's profits to the nonprofit organization, The Surfrider Foundation; and

Whereas, In addition, the sisters are both members of the Waterkeeper Alliance, and have committed themselves to supporting other companies that seek to protect the planet; and

Whereas, Izzy and Coco Tihanyi's Surf Diva brand has become a pioneering force in the world of surfing, continuing its mission to introduce the sport to individuals of all backgrounds, and as such, the sisters have provided in themselves strong role models for young women around the world; now, therefore, be it

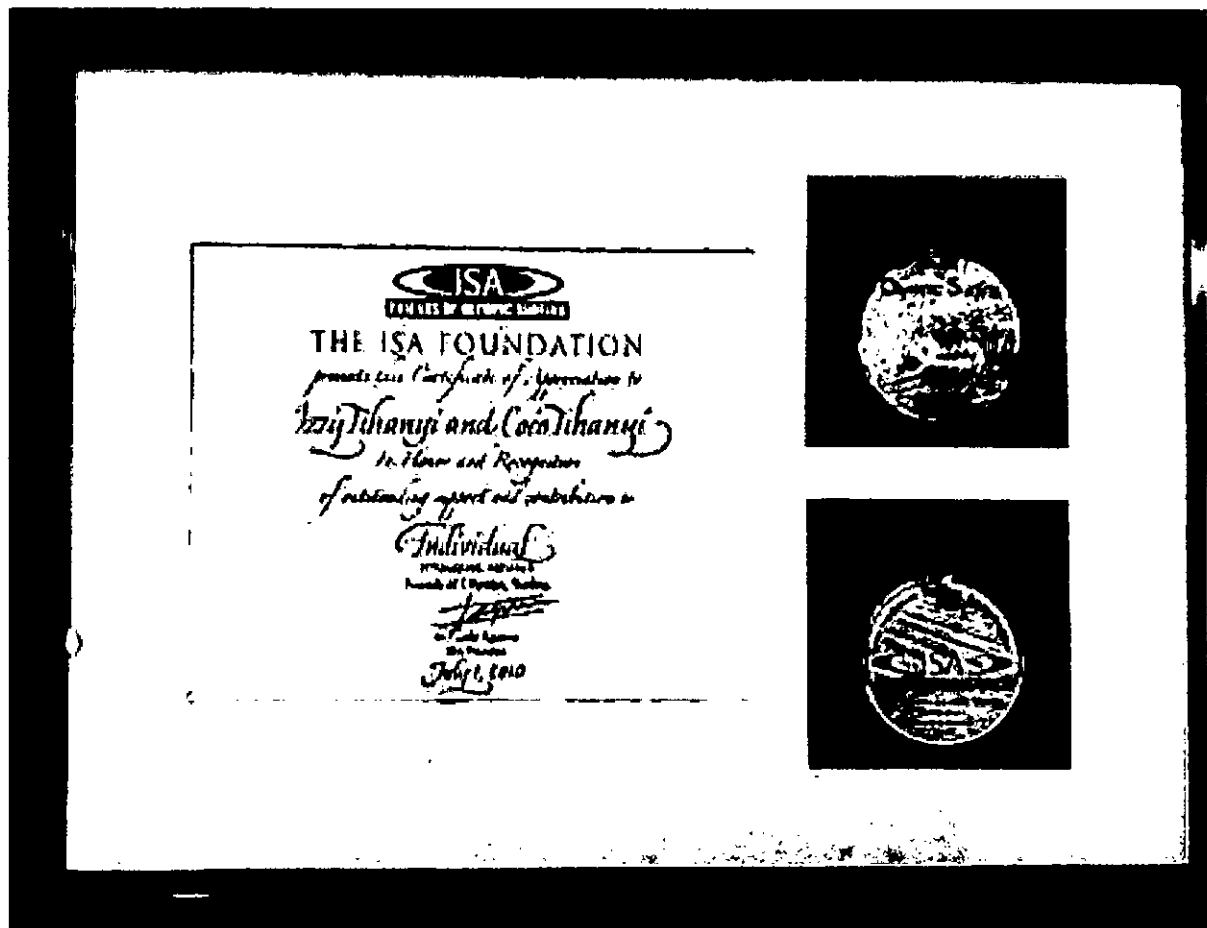
Resolved by Assembly Member Nathan Fletcher, That Surf Diva be commended on the celebration of its sixteenth anniversary, and that the Tihanyi sisters be applauded for the community service that they and their employees have contributed to the surfing community.

Members Resolution No. 1668

Done this 16th day of July, 2012

Nathan Fletcher
Nathan Fletcher
75th Assembly District





*Izzy and Coco are Founding Members of the International Surfing Association (ISA)
Friends of Olympic Surfing*

UNITED STATES MARINE CORPS

MARINE AIRCRAFT WING (FORWARD)

*that the accompanying American Flag was flown
ground of 3d Marine Aircraft Wing (Forward)
Leatherneck, Helicopter Landing Station
ring Operation*

18



**EXHIBIT D
TO
CONCESSION AGREEMENT**

(La Jolla Shores, #8 & #9 near the Lifeguard Tower)

LIFEGUARD SERVICES SAFETY REQUIREMENTS

The following requirements are subject to revision at any time by the CITY:

1. **Maximum number of participants/boards on the beach and in the water**
A maximum of 50 students per Site may be on the beach at any one time. Of those fifty students, a maximum of twenty-five students per group may be in the water at any one time. (Ocean Beach & Pacific Beach, #1 Santa Monica, #6 Law St & #7 Wilbur Ave.)
2. **Identifying Markers**
Instructors must wear red rashguards with CONCESSIONAIRE's name. Students must wear a color specific rashguard with CONCESSIONAIRE's name. Both student and instructor rashguards are to be worn at all times while in the water. The CITY-issued sign with the CONCESSIONAIRE's name must be clearly posted at each Site, whenever classes are in progress.
3. **Student to instructor ratios.**
For every five students on the beach or in the water, one instructor must be present. Anytime students are in the water at least one American Red Cross certified instructor must be present and supervising the class.
4. **Beach Access**
CONCESSIONAIRE shall not exclude the public from any Site. Beach access must be kept clear at all times. Surfboards must be kept in a position that does not obstruct beach access.
5. **Concession Site/Location**
Surf CONCESSIONAIRE'S must operate from their assigned Site on the beach sand only. In-water operations should be conducted in the immediate surfing area in front of CONCESSIONAIRE'S beach site. Based on safety considerations, Lifeguards may approve an alternate water operations site. CONCESSIONAIRES may meet and escort participants from the parks facilities, parking lots and/or nearest street but may not set up any concession operations in the park.

When standup paddleboards (SUP) are not able to be launched in front of the CONCESSIONAIRE'S beach site at La Jolla Shores because of large surf, approval may be granted by the lifeguards to enter and exit from the Boat Launch. In these situations, the SUP will be considered a vessel and must have proper carriage requirements, including personal floatation device (PFD). Furthermore, the SUP's must remain outside the surf at all times.

6. Equipment

All CONCESSIONAIRES that provide equipment to students must provide a soft foam surfboard with a leash; hardboards must have nose guard and tail guard protection.

SUP's are required to have a leash.

7. Minimum Requirements for Instructors

The minimum age for an instructor is eighteen (18) years of age.

Surf camp instructors must possess any one (1) of the following certifications:

- a. American Red Cross, "Lifeguarding"
- b. Miramar College, "Introduction to Open Water Lifeguard"
- c. Water Safety Specialist, "Surfing Instructor Safety Training"
- d. Other certification whose curriculum is approved by the Lifeguard Division.

Additionally, surf camp instructors must possess any one (1) of the following CPR certifications:

- a. American Red Cross
- b. American Heart Association
- c. Any other nationally recognized basic CPR training with certification

Finally, surf camp instructors must possess any one (1) of the following certifications:

- a. Emergency Medical Technician (EMT)
- b. American Red Cross Emergency Response
- c. American Red Cross First Aid Basic
- d. Any other nationally recognized first aid course with certification.

8. Waivers

The CONCESSIONAIRE must have on file a signed waiver from each participant, or their legal guardian if under 18 years of age, which holds the CITY, its agents, officers and employees harmless and indemnifies the same from any claims relating to the participants' activities on the CITY beach which arise from or are in any manner connected with the services provided to the participants under this Agreement.

9. First Aid Kit

An American Red Cross first aid kit, approved by a City of San Diego Lifeguard, must be onsite at all times. Prior to the initial class, the operator must arrange

with the lifeguard for an initial equipment and first aid safety inspection.

10. EMERGENCY RESPONSE PLAN FOR SURF CONCESSIONS

The following plan is the minimum level of response and readiness for Surf Concessions during emergency situations. CONCESSIONAIRES are required to read the plan and cover all aspects of the plan with each employee working on the beach under this Concession Agreement.

Ocean Conditions

Ensure that the ocean conditions are safe to conduct class based on the skill levels of the instructor and the students.

General Rescue Procedures for Water Emergencies

1. Survey the scene.
2. The rescuer should consider his/her level of rescue skill prior to attempting a rescue.
3. Ensure proper use of rescue equipment.
4. Safely approach and determine if the victim is distressed.
5. Perform and rescue based on American Red Cross training.
6. Move the victim to safety.
7. Remove the victim from the water.
8. Perform a primary survey.
9. If an emergency exists, ensure that someone activates 911 and requests San Diego Lifeguard assistance.
10. Provide first aid until emergency medical services (EMS) arrive.
11. If other instructors and students are in the water, they should be directed to the beach until the emergency is clear. Other instructors should provide assistance as needed.

General Rescue Procedures for Land Emergencies

1. Survey the scene.
2. Approach the victim when it is safe for the rescuer.
3. Perform a primary survey.
4. If an emergency exists requiring EMS, activate the 911 system and ensure paramedics and San Diego Lifeguards are responding.
5. Provide appropriate care until EMS arrives.

Cellular Communications

All surf concessions shall keep a fully charged and functioning cellular phone on the beach in a location where it can be immediately accessed in case of emergency.

Emergency Signals

Pre-designated signals will be used to communicate with instructors and other surf-camp personnel in the event emergency assistance is needed. **WHISTLES** will be immediately available to all instructors and surf camp personnel. One hand or any piece of equipment being waved overhead from side to side, or three

short whistle blasts will indicate that an emergency exists and immediate assistance is needed. One hand placed on the top of the head will indicate that everything is all clear. Instructors and other surf camp personnel will be diligent to look for any signs and signals of distress when they are at the beach.

Any emergency signal observed by an instructor or any surf camp personnel will cause the immediate activation of the emergency response plan.

Accidents, Injuries and Incident Slips

CONCESSIONAIRE shall notify the lifeguard supervisor on duty, as soon as feasible, of any accident or injury occurring in the operation of the Concession, regardless of severity. All rescues and medical aids involving surf camp students, instructors or other personnel will be documented on company incident slips.

11. Termination of Surf Camp Operations

Lifeguards reserve the right to suspend or terminate surf camp operations based on safety considerations

12. Notice of Violation

Concessionaire understands and fully agrees that keeping patrons safe while engaged in surf camps shall be its highest priority. Should San Diego Fire-Rescue Lifeguards or other official City personnel find violations or a pattern of violations of any requirement of the Concession Agreement, then a "Violation of Concession Agreement/Safety Notice" will be issued by the Fire-Rescue Department Lifeguards Division.

The CITY reserves the right to perform inspections and/or reviews with or without advance notice. These inspections and/or reviews may be for any or all aspects related to the Concession Agreement and its attachments, including, but not limited to, ensuring that Concessionaire: (a) possesses all of the requisite certificates and qualifications of its instructors; (b) properly addresses all safety issues; (c) adheres to all aspects of the concession agreement. Violation of any aspect of the Concession Agreement may result in suspension or revocation of the Agreement.

When a Concessionaire, its employee, agent, or representative is issued a "Violation of Concession Agreement/Safety Notice," the CITY shall evaluate the notice of violation for an appropriate and reasonable sanction, up to and including a suspension or revocation of the Concession Agreement.

**EXHIBIT E
TO
CONCESSION AGREEMENT**

(La Jolla Shores, #8 & #9 near the Lifeguard Tower)

INSURANCE REQUIREMENTS

1. Required Insurance Coverage.

- 1.1. *Automobile Liability Insurance.* Insurance coverage against claims of personal injury (including bodily injury and death), and property damage covering all owned, leased, hired, and non-owned vehicles used by Concessionaire in connection with the Permitted Use, with minimum limits for bodily injury and property damage of Two Million Dollars (\$2,000,000). If applicable, such insurance shall be provided by a business or commercial vehicle policy and may be provided through a combination of primary and excess or umbrella policies, all of which shall be subject to pre-approval by City, which pre-approval shall not be unreasonably withheld.
- 1.2. *Liability Insurance.* Commercial general liability insurance against claims for bodily injury, personal injury, death, or property damage occurring upon, in or about the Site(s) or adjoining streets or passageways, at least as broad as Insurance Services Office Occurrence Form CG0001, with a minimum liability limit of Two Million Dollars (\$2,000,000) for any one occurrence and Four Million Dollars (\$4,000,000) aggregate. Commercial general liability insurance coverage may be provided through a combination of primary and excess or umbrella insurance policies. If commercial general liability insurance or other form with a general aggregate limit is used, the general aggregate limit shall apply separately to the Site(s).
- 1.3. *Property Insurance.* Insurance providing coverage for the Site(s) and all improvements on or to the Site(s) against loss, damage, or destruction by fire or other hazards encompassed under Cause of Loss – Special Form of property insurance coverage then customarily used for like properties in the County, in an amount equal to one hundred percent (100%) of the replacement value (without deduction for depreciation) of all improvements (excluding excavations and foundations), and in any event sufficient to avoid co-insurance and with no co-insurance penalty provision, with “ordinance or law” coverage. To the extent customary for like properties in the County at the time, such insurance shall include coverage for explosion of steam and pressure boilers and similar apparatus located in or associated with the Site(s), an “increased cost of construction” endorsement and an endorsement covering demolition and cost of debris removal.
- 1.4. *Workers Compensation Insurance.* Workers compensation insurance complying with the provisions of State law and an employer’s liability insurance policy, with a minimum liability limit of One Million Dollars (\$1,000,000) per accident for bodily injury, or disease, covering all employees of Concessionaire.

2. **Nature of Insurance.** The contents of this 0 are sometimes referred to as the “**Insurance Requirements.**” All Liability Insurance, Automobile Liability Insurance, Property Insurance, and Workers Compensation Insurance policies required by these Insurance Requirements shall be issued by carriers that: (a) are listed in the then current “Best’s Key Rating Guide—Property/Casualty—United States & Canada” publication (or its equivalent, if such publication ceases to be published) with a minimum financial strength rating of “A-” and a minimum financial size category of “VII” (exception may be made for the State Compensation Insurance Fund when not specifically rated); and (b) are authorized to do business in the State by the State Department of Insurance. Concessionaire may provide any insurance under a “blanket” or “umbrella” insurance policy, provided that: (i) such policy or a certificate of such policy shall specify the amount(s) of the total insurance allocated to the Site(s), which amount(s) shall equal or exceed the amount(s) required by these Insurance Requirements; and (ii) such policy otherwise complies with the requirements of these Insurance Requirements.
3. **Policy Requirements and Endorsements.** All insurance policies required by these Insurance Requirements shall contain (by endorsement or otherwise) the following provisions:
 - 3.1. *Insured.* Liability Insurance policies shall name the City Parties as “additional insured.” The coverage afforded to the City Parties shall be at least as broad as that afforded to Concessionaire regarding the Site(s) and may not contain any terms, conditions, exclusions, or limitations applicable to the City Parties that do not apply to Concessionaire.
 - 3.2. *Primary Coverage.* Any insurance or self-insurance maintained by the City Parties shall be excess of all insurance required to be maintained by Concessionaire under these Insurance Requirements and shall not contribute with any insurance required to be maintained by Concessionaire under these Insurance Requirements.
 - 3.3. *Contractual Liability.* Liability Insurance policies shall contain contractual liability coverage for Concessionaire’s Indemnity obligations under this Agreement. Concessionaire’s obtaining or failing to obtain such contractual liability coverage shall not relieve Concessionaire from nor satisfy any Indemnity obligation of Concessionaire under this Agreement.
 - 3.4. *Deliveries to City.* Evidence of Concessionaire’s maintenance of all insurance policies required by these Insurance Requirements shall be delivered to City before the Effective Date. No later than ten (10) days before any insurance required by these Insurance Requirements expires, is cancelled or its liability limits are reduced or exhausted, Concessionaire shall deliver to City evidence of Concessionaire’s maintenance of all insurance required by these Insurance Requirements. Each insurance policy required by these Insurance Requirements shall be endorsed to state that coverage shall not be cancelled, suspended, voided, reduced in coverage or in limits, except after thirty (30) days’ advance Notice of such action to City. Phrases such as “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company” shall not be included in the cancellation wording of any certificates or policies of insurance applicable to the City Parties under these Insurance Requirements.

- 3.5. *Waiver of Certain Claims.* Concessionaire shall cause each insurance carrier providing any Liability Insurance, Worker's Compensation Insurance, or Automobile Liability Insurance coverage under these Insurance Requirements to endorse their applicable policy(ies) with a Waiver of Subrogation (defined below) with respect to the City Parties, if not originally in the policy. To the extent Concessionaire obtains an insurance policy covering both the Concessionaire Parties and the City Parties and containing a Waiver of Subrogation, the Parties release each other from any Claims for damage to any Person or property to the extent such Claims are paid by the insurance carrier under such insurance policy. "Waiver of Subrogation" means and refers to a provision in, or endorsement to, any insurance policy, under which the carrier agrees to waive rights of recovery by way of subrogation against the City Parties for any loss such insurance policy covers.
- 3.6. *No Representation.* No Party makes any representation that the limits, scope, or forms of insurance coverage required by these Insurance Requirements are adequate or sufficient.
- 3.7. *No Claims Made Coverage.* None of the insurance coverage required by these Insurance Requirements may be written on a claims-made basis.
- 3.8. *Fully Paid and Non-Assessable.* All insurance obtained and maintained by Concessionaire in satisfaction of these Insurance Requirements shall be fully paid for and non-assessable.
- 3.9. *Separation of Insured.* All Liability Insurance and Automobile Liability Insurance shall provide for separation of insured for Concessionaire and the City Parties. Insurance policies obtained in satisfaction of these Insurance Requirements may provide a cross-suits exclusion for suits between named insured Persons but shall not exclude suits between named insured Persons and additional insured Persons.
- 3.10. *Deductibles and Self-Insured Retentions.* All deductibles or self-insured retentions under insurance policies required by these Insurance Requirements shall be declared to and approved by City. Concessionaire shall pay all such deductibles or self-insured retentions regarding the City Parties. Each insurance policy issued in satisfaction of these Insurance Requirements shall provide that, to the extent Concessionaire fails to pay all or any portion of a self-insured retention under such policy in reference to an otherwise insured loss, City may pay the unpaid portion of such self-insured retention, in City's sole and absolute discretion. All amounts paid by City toward self-insured retentions regarding insurance policies covering the City Parties under these Insurance Requirements shall be reimbursed to City by Concessionaire in the same manner that insurance costs are reimbursable to City from Concessionaire under Section 5 of these Insurance Requirements.
- 3.11. *No Separate Insurance.* Concessionaire shall not carry separate or additional insurance coverage concurrent in form or contributing in the event of loss with insurance coverage required by these Insurance Requirements unless the City Parties are made additional insured under such insurance coverage.

- 3.12. *Continuity of Coverage.* All policies will be in effect on or before the first day of the Term, except "course of construction fire insurance" will be in force on commencement of all authorized construction, and full applicable fire insurance coverage will be effective upon completion of each insurable improvement. The policies will be kept in force for the duration of the Term. At least thirty (30) days prior to the expiration of each insurance policy, Concessionaire will furnish a certificate(s) showing that a new or extended policy has been obtained which meets the requirements of this Agreement. Concessionaire will provide proof of continuing insurance at least annually during the Term and otherwise upon City's request. If insurance lapses or is discontinued for any reason, Concessionaire will immediately notify City and will immediately obtain replacement insurance as soon as possible.
- 3.13. *Modification.* To assure protection from and against the kind and extent of risk existing with the Allowed Uses, City, at its reasonable discretion, may require the revision of amounts and coverage at any time by giving Concessionaire thirty (30) days prior written notice. Concessionaire will also obtain any additional insurance required by City for new improvements, changed circumstances, or City's reasonable re-evaluation of risk levels related to the Allowed Uses.
- 3.14. *Accident Reports.* Concessionaire will immediately report to City any accident causing property damage or injury to persons on the Site or otherwise related to the Allowed Uses. Such report will contain the names and addresses of the involved parties, a statement of the circumstances, the date and hour of the accident, the names and addresses of any witnesses, and other pertinent information.
- 3.15. *Cause of Loss – Special Form Property Insurance.* Concessionaire will obtain and maintain, at its sole cost, Causes of Loss - Special Form Property Insurance on all of Concessionaire's insurable property related to the Allowed Uses of the Site under this Agreement or the Site in an amount to cover 100 percent (100%) of the replacement cost. Concessionaire will deliver a certificate of such insurance to City's Real Estate Assets Department
4. **Insurance Independent of Indemnification.** These Insurance Requirements, are independent of the Parties' Indemnification and other obligations under this Agreement and shall not be construed or interpreted in any way to satisfy, restrict, limit or modify the Parties' Indemnification or other obligations or to limit the Parties' liability under this Agreement, whether within, outside or in excess of such coverage, and regardless of solvency or insolvency of the insurer issuing the coverage, nor shall the provision of such insurance preclude City from taking such other actions as are available to City under any other provision of this Agreement or otherwise at law or in equity.
5. **City Option to Obtain Coverage.** During the continuance of an Event of Default arising from the failure of Concessionaire to carry any insurance coverage required by these Insurance Requirements, City may, in City's sole and absolute discretion, purchase such required insurance coverage. City shall be entitled to immediate payment from Concessionaire of all premiums and associated reasonable costs paid by City to obtain such insurance coverage. Each amount becoming due and payable to City under this Section 5 that is not paid within fifteen (15) days after Notice from City with an explanation of the

amounts owed, will accrue Default Interest from the date incurred until paid. Election by City to purchase or not to purchase insurance coverage otherwise required by these Insurance Requirements to be carried by Concessionaire shall not relieve Concessionaire of any Default or Event of Default or Concessionaire's obligation to obtain and maintain any insurance coverage required by these Insurance Requirements.

**EXHIBIT F
TO
CONCESSION AGREEMENT**

(La Jolla Shores, #8 & #9 near the Lifeguard Tower)

CITY STANDARD CONTRACT PROVISIONS

1. Concessionaire Certifications of Compliance. By signing this Agreement, Concessionaire agrees and certifies that Concessionaire is aware of, and will comply with, all the following requirements in performance of this Agreement:

1.1. Certification for Americans with Disabilities Act ("ADA") and Related Laws. Concessionaire shall comply with all accessibility requirements under the ADA and under Title 24 of the California Code of Regulations ("Title 24"). When a conflict exists between the ADA and Title 24, Concessionaire shall comply with the most restrictive requirement (i.e., that which provides the most access). Concessionaire also shall comply with the ADA Compliance/City Contractors requirements set forth in Council Policy 100-04, which is incorporated into this Agreement by reference. Concessionaire warrants and certifies compliance with all applicable federal and state access laws and regulations and further certifies that all subcontracts relating to this Agreement, the Site, or the Proposed Development, will contain the subcontractor's agreement to abide by the provisions of Council Policy 100-04 and all applicable federal and California access laws and regulations.

1.2. Compliance with City's Equal Employment Opportunity Program. Concessionaire shall comply with City's Equal Employment Opportunity Program, set forth in SDMC sections 22.2701 – 22.2708. Concessionaire shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Concessionaire shall provide equal opportunity in all employment practices. Concessionaire shall ensure that its subcontractors comply with this program. Nothing in this Section 1.2 shall be interpreted to hold Concessionaire liable for any discriminatory practice of its subcontractors.

1.3. Equal Benefits Ordinance Certification. Unless an exception applies, Concessionaire shall comply with the "Equal Benefits Ordinance" codified in SDMC section 22.4308.

1.4. Equal Pay Ordinance. Unless an exception applies, Concessionaire shall comply with the "Equal Pay Ordinance" codified in SDMC sections 22.4801 through 22.4809. Concessionaire shall certify in writing that it will comply with the requirements of the Equal Pay Ordinance. The Equal Pay Ordinance applies to any subcontractor who performs work on behalf of Concessionaire to the same extent as it would apply to Concessionaire. Concessionaire shall require all its subcontractors to certify compliance with the Equal Pay Ordinance in written subcontracts.

1.5. Product Endorsement. Concessionaire shall comply with Council Policy 000-41 concerning product endorsement, requiring that any advertisement referring to City as a user of a good or service must have the prior written approval of the Mayor.

1.6. Business Tax Certificate. Unless City's City Treasurer determines in writing that Concessionaire is exempt from the payment of business tax, Concessionaire is required to obtain a City business tax certificate and provide a copy of such certificate to City before commencing any activities under this Agreement.

1.7. Employment of City Staff. Under City Council Policy 300-11, if Concessionaire employs an individual, who, within 12 months immediately preceding such employment, did, in the individual's capacity as a City officer or employee, participate in, negotiate with, or otherwise have an influence on the recommendation made to the Council in connection with the entry into this Agreement, City, in its sole and absolute discretion, shall have the right to unilaterally and immediately terminate this Agreement by notice to Concessionaire.

**EXHIBIT G
TO
CONCESSION AGREEMENT**

(La Jolla Shores, #8 & #9 near the Lifeguard Tower)

PREVAILING WAGE REQUIREMENTS

1. **PREVAILING WAGES.** Under San Diego Municipal Code section 22.3019, construction work performed or funded under this Agreement cumulatively exceeding \$25,000 and alteration, demolition, repair and maintenance work performed, or funded under this Agreement cumulatively exceeding \$15,000 is subject to the State prevailing wage law set forth in State Labor Code sections 1720 through 1862, and in undertaking any and all such work, Concessionaire and Concessionaire's contractors and subcontractors shall comply with State Labor Code sections 1720 through 1862 and the requirements set forth in this **1G** (collectively, "**Prevailing Wage Law**"). This requirement to comply with Prevailing Wage Law is in addition to any requirement to pay "living wage" under San Diego Municipal Code sections 22.4201 through 22.4245 ("**LWO**"). If both Prevailing Wage Law and the LWO are applicable to particular work, Concessionaire and Concessionaire's contractors and subcontractors must determine which per diem rate is highest for each classification of work between the applicable prevailing wage rate and living wage rate and pay the higher of the two rates to their employees. The LWO may apply to work that is not subject to Prevailing Wage Law.

1.1 Compliance with Prevailing Wage Requirements. Under Prevailing Wage Law, Concessionaire and Concessionaire's contractors and subcontractors shall all ensure that all workers who perform work that is subject to Prevailing Wage Law are paid not less than the prevailing rate of per diem wages, as determined by the Director of the California Department of Industrial Relations ("**DIR**"), including work performed during the design and preconstruction phases of construction, which encompasses, without limitation, inspection and land surveying work.

1.1.1 Copies of the prevailing rate of per diem wages are on file with City and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Concessionaire and Concessionaire's contractors and subcontractors shall all post a copy of the prevailing rate of per diem wages determination at each job site and shall make this information available to all interested Persons upon request. Concessionaire and Concessionaire's contractors and subcontractors shall all deliver evidence of the required job site posting to City, within five (5) days after such posting.

1.1.2 The wage rates determined by DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the Term. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with DIR, such predetermined wage rate shall become effective on the date following the expiration date of the previous wage rate and shall apply to this

Agreement in the same manner as if it had been published. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the Term, each successive predetermined wage rate shall apply to this Agreement on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expire during the Term, such wage rate shall apply to the balance of the Term.

1.2 Penalties for Violations. Concessionaire and Concessionaire's contractors and subcontractors shall all comply with State Labor Code section 1775, in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed. Compliance with State Labor Code section 1775 shall be in addition to all other applicable penalties allowed under State Labor Code sections 1720-1861.

1.3 Payroll Records. Concessionaire and Concessionaire's contractors and subcontractors shall all comply with State Labor Code section 1776, which generally requires keeping accurate payroll records, verifying, and certifying payroll records, and making them available for inspection. Concessionaire and Concessionaire's contractors and subcontractors shall all comply with State Labor Code section 1776, including having provisions requiring such compliance in all contracts with subcontractors. Any requirement to submit certified payroll records to DIR shall include submitting certified payroll records to DIR through its online system for submission of certified payroll records, as required by DIR. Further, Concessionaire and Concessionaire's contractors and subcontractors shall all furnish the records specified in State Labor Code section 1776 directly to the State Labor Commissioner in the manner required in State Labor Code section 1771.4. Concessionaire is responsible for ensuring that Concessionaire's contractors and subcontractors submit certified payroll records to City, the State Labor Commissioner, and DIR.

1.4 Apprentices. Concessionaire and Concessionaire's contractors and subcontractors shall all comply with State Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices. Concessionaire shall be held responsible for its compliance and the compliance of Concessionaire's contractors and subcontractors with State Labor Code sections 1777.5, 1777.6, and 1777.7.

1.5 Working Hours. Concessionaire and Concessionaire's contractors and subcontractors shall all comply with State Labor Code sections 1810 through 1815, including: (i) restricting working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specifying penalties to be imposed on design professionals, contractors, and subcontractors of \$25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of State Labor Code sections 1810 through 1815.

1.6 Required Provisions for Subcontracts. Concessionaire shall include, at a minimum, a copy of the following provisions in any contract it enters into with a contractor or subcontractor: State Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860, and 1861.

EXHIBIT G - 2
Prevailing Wage Requirements

1.7 Labor Code Section 1861 Certification. In accordance with State Labor Code section 3700, Concessionaire and Concessionaire's contractors and subcontractors are all required to secure the payment of compensation of their respective employees and by signing this Agreement or any contract or subcontract, respectively, Concessionaire and Concessionaire's contractors and subcontractors all certify that "I am aware of the provisions of section 3700 of the State Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract." Concessionaire shall include this certification in all contracts with each contractor or subcontractor.

1.8 Registration Requirements. All work is subject to compliance monitoring and enforcement by DIR. A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal subject to the requirements of State Public Contract Code section 4104 or engage in the performance of any contract for public work, as defined in Prevailing Wage Law, unless currently registered and qualified to perform the work under State Labor Code section 1725.5. In accordance with State Labor Code section 1771.1(a), "[i]t is not a violation of this section for an unregistered contractor to submit a bid that is authorized by section 7029.1 of the State Business and Professions Code or by section 10164 or 2103.5 of the State Public Contract Code, provided the contractor is registered to perform public work under section 1725.5 at the time the contract is awarded."

1.8.1 A contractor's inadvertent error in listing a subcontractor who is not registered under State Labor Code section 1725.5 in a response to a solicitation shall not be grounds for filing a bid protest or grounds for considering the bid non-responsive, provided that any of the following apply: (1) the subcontractor is registered prior to bid opening; (2) within twenty-four hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in State Labor Code section 1725.5; or (3) the subcontractor is replaced by another registered contractor under State Public Contract Code section 4107.

1.8.2 A contract entered into with any contractor or subcontractor in violation of State Labor Code section 1771.1(a) shall be subject to cancellation, provided that a contract for public work shall not be unlawful, void, or voidable solely due to the failure of the awarding body, contractor, or any subcontractor to comply with the requirements of State Labor Code section 1725.5.

1.8.3 By entering into this Agreement, Concessionaire is certifying that it has verified or will verify that all contractors and subcontractors used on work subject to Prevailing Wage Law are registered with DIR in compliance with State Labor Code sections 1771.1 and 1725.5 and shall provide proof of such registration to City.

1.9 Filing of Form PWC-100. Concessionaire shall timely file a PWC-100 Form (or other form required by DIR) with DIR, as and when required by Prevailing Wage Law, and concurrently deliver a copy of such filed form to City.

1.10 Filing of Notice of Completion. Concessionaire shall record a notice of completion in accordance with State Civil Code section 8182, et seq., with the Recorder for the County of San Diego, California, and concurrently deliver a copy of such recorded notice of completion to City.

05/16/2024

Attachment B

Environmental Determination (NORA)	
Environmental Planner	Zaira Marquez (zmarquez@sanidiego.gov)
Project Name	COSD Surf Camp Concessionaires RFP 2024
Environmental Determination	This activity is categorically exempt from CEQA pursuant to State CEQA Guidelines Section 15301 (Existing Facilities)
Date NORA Posted	05/07/2024
Date NORA Removed	05/14/2024