

CONCESSION AGREEMENT

THIS CITY OF SAN DIEGO CONCESSION AGREEMENT ("Agreement") is entered into by and between THE CITY OF SAN DIEGO, a California municipal corporation ("CITY"), and Surf Education Academy ("CONCESSIONAIRE"), to be effective upon execution by the parties and approval by the San Diego City Attorney ("Effective Date"), as follows:

1. Incorporated Documents. This Agreement is created pursuant to the City of San Diego REQUEST FOR PROPOSAL ("RFP") for Surf Instruction Concessions issued by the CITY on January 14, 2019, and CONCESSIONAIRE's proposal in response to the RFP, dated *February 6, 2019*. Attached and incorporated herein are the following documents: **Exhibit A: Map of Sites; Exhibit B: Operating Plan; Exhibit C: Lifeguard Services Safety Requirements.** Additional terms and conditions listed in the RFP may also apply throughout the term of the Agreement.
2. Right to Enter. Subject to the terms and conditions of this Agreement, CITY hereby grants permission to CONCESSIONAIRE, its employees, agents and contractors to operate Concessions within CITY beach sites ("Site(s)") designated by the CITY. The locations of the Sites included under this Agreement are designated below.

Area/Beach	Sites
La Jolla	#12 La Jolla Shores

Concessions at any of the above Sites may be terminated or changed for any reason by CITY upon thirty (30) days written notice from CITY to CONCESSIONAIRE. If CITY terminates a Concession at an existing Site and an alternate Site is not available to CONCESSIONAIRE, a proportionate amount of CONCESSIONAIRE's Minimum Fee (as specified in Section 10.B.) may be adjusted by CITY for the deleted Site.

3. Allowed Uses. This Agreement is granted to CONCESSIONAIRE for the sole purpose of allowing CONCESSIONAIRE to operate surf instruction school/camp and other incidental operations such as boogie boarding and stand up paddle boarding ("Concessions"), serving the general public under the terms and conditions of this Agreement. No solicitation or marketing is permitted on City beaches. Renting or selling of beach equipment or other merchandise is not allowed under this Agreement.
4. 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 San Diego Municipal Code 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."
5. **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.
6. **Term.** The term of this Agreement ("Term") will be will be sixty (60) months, commencing on the Effective Date. Agreement Year ("Agreement Year") as used in this Agreement means each of the five (5) consecutive twelve (12) month periods beginning with the Effective Date. This Agreement may be terminated at any time by either party upon thirty (30) days prior written notice to the other party. Any written notice to this effect will be served in accordance with Section 47 of this Agreement.
7. **Holding Over.** Any use of the Sites by CONCESSIONAIRE after the expiration of this Agreement is not permitted without the written consent of the CITY. Any such extensions will continue as month-to-month extensions of this Agreement. 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.
8. **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 4.B, that conflicts with or prohibits CONCESSIONAIRE's use the Sites.

9. Special Provisions

- A. Operating Plan. The Operating Plan for the proposed Agreement Year 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 B: Operating Plan**, attached hereto. *Within sixty (60) days prior to the beginning of the second Agreement Year, and for every Agreement Year thereafter, the CONCESSIONAIRE will provide the CITY with an Operating Plan for the upcoming Agreement 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 C: Lifeguard Services Safety Requirements**, attached hereto.
- B. Exclusiveness of Agreement and Unauthorized Vending. In addition to Special Events described in Section 4.B., CITY may, during the term of this Agreement, enter into Agreements with other CONCESSIONAIRE's 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.
- C. 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.

- D. No Improvements. No improvements, trade fixtures, structures, and installations or additions to the Sites are allowed to be installed by CONCESSIONAIRE. All personal property remaining on the Sites after expiration or termination will become the property of CITY.
 - E. Maintenance of Sites. CONCESSIONAIRE agrees not to commit or allow to be committed any waste or injury or any public or private nuisance, to keep the Sites clean and clear of refuse and obstructions, and to dispose of all garbage, trash, and rubbish in or about said Sites to the satisfaction of CITY and at CONCESSIONAIRE's sole cost. All Sites must be cleaned up daily by CONCESSIONAIRE or more often, as required.
 - F. 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.
10. Fees. CONCESSIONAIRE is required to pay to CITY, on a monthly basis, 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.
- A. 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 an Agreement Year. 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 3, 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 10.E.
 - B. Minimum Fee. The annual Minimum Fee established for the first Agreement Year following the Effective Date is \$23,400.00, which is

\$1,950.00 on a monthly installment basis. The monthly Minimum Fee is to be paid in monthly installments on or before the day of the calendar month when the Percentage Fee is due pursuant to Section 10.J.

- C. Minimum Fee Adjustment. Effective at the beginning of the first day of the third and fifth Agreement 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) Agreement 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 in order 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 47 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.
- D. 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.
- E. 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 10.F.) received from any service or use of the Site by CONCESSIONAIRE that is not allowed under this Agreement. 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.

- F. 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 (regardless of whether the amount is stated to the consumer as a separate charge) and paid over periodically by CONCESSIONAIRE to a governmental agency accompanied by a tax return or statement as required by law. 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. 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.
- G. 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:
- i. Total Gross Receipts for the subject month itemized as to business categories for which the separate Percentage Fee is established.
 - ii. The amount of the Percentage Fee due to CITY and the manner in which such Percentage Fee was computed and totaled.
 - iii. The accumulated total of all fees previously paid to CITY for the current Agreement Year.
 - iv. Payments in the greater of the two following amounts: The monthly Minimum Fee or the total Percentage Fee due CITY computed as

described in Sections 10.B and 10.A.

H. Inspection Of Records.

- i. 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.
- ii. Financial Statements. *Within sixty (60) days after the end of the each Agreement 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 Agreement 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.*
- iii. Right to Inspect. All of CONCESSIONAIRE's books of account, records, and supporting documentation, as described under Section 10.H.i, 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.

iv. 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 by CONCESSIONAIRE to the CITY of more than five percent (5.00%) on an annual basis for any Agreement Year or more than \$5,000, whichever is less, between the Total Fees Paid as reported and paid by CONCESSIONAIRE pursuant to this Agreement and Concession fees owed as determined by the audit(s).

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

v. 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 10.D. 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.

I. 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.

J. Time and Place of 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. Checks will be made payable to the City Treasurer and mailed to the Office of the City Treasurer, City of San Diego, P.O. Box 129030, San Diego, California 92112-9030, or delivered to the Office of the City Treasurer, Civic Center Plaza, 1200 Third Avenue, First

Floor, San Diego, California. The place and time of payment may be changed by CITY upon thirty (30) days prior written notice to CONCESSIONAIRE. Mailed payments will be deemed paid upon the date such payment is postmarked by the postal authorities. If any such postmark is illegible, the payment will be deemed paid upon actual receipt by the City Treasurer. CONCESSIONAIRE assumes all risk of loss and responsibility for late payment charges if payments are made by mail.

K. 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.***

- i. 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.
- ii. 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.
- iii. 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.

11. CITY'S Consent, Discretion. Whenever required under this Agreement, CITY's consent or approval will mean the written consent or approval of the CITY, unless

otherwise expressly provided. CITY's discretionary acts hereunder will be made in the CITY's sole and absolute discretion, unless otherwise expressly provided.

12. Acceptance of Sites. CONCESSIONAIRE represents and warrants that it has independently inspected the Sites and made all tests, investigations, and observations necessary to satisfy itself of the condition of the Sites. CONCESSIONAIRE agrees it is relying solely on its independent inspection, tests, investigations, and observations in entering into this Agreement. CONCESSIONAIRE further acknowledges that the Sites are in the condition called for by this Agreement, that CITY has performed all work, if any, related to the Sites and required by this Agreement, and that CONCESSIONAIRE will hold CITY harmless for any defects, whether apparent or latent, in the Sites, including without limitation the presence of any hazardous substances.
13. Maintenance of the Sites. CONCESSIONAIRE will, at CONCESSIONAIRE's sole cost and expense and to CITY's satisfaction, maintain the Sites in a decent, safe, healthy and sanitary condition at all times during the Term.
14. Standard of Conduct. CONCESSIONAIRE and its employees will at all times conduct themselves and the operations on the Sites in a respectable and courteous manner.
15. Inspection. CITY may, at all times, enter and inspect the Sites.
16. Insurance. CONCESSIONAIRE will obtain and maintain throughout the Term of this Agreement, at its sole cost and expense, all insurance required by this Agreement. CONCESSIONAIRE's liabilities under this Agreement, including without limitation CONCESSIONAIRE's indemnity obligations, will not be deemed limited in any way to the insurance coverage required herein. CONCESSIONAIRE's maintenance of the required insurance coverage is a material consideration for this Agreement. Notwithstanding any provision of this Agreement to the contrary, if CONCESSIONAIRE fails to maintain or renew the insurance coverage required herein, or fails to deliver evidence of same to CITY, CONCESSIONAIRE will be in default of this Agreement. CONCESSIONAIRE will not modify any policy or endorsement thereto which increases CITY's exposure to loss. CONCESSIONAIRE will obtain and deliver to CITY's Real Estate Assets Department a current certificate of insurance and relevant endorsements for the following insurance, which will be subject to CITY's written approval thereof:
 - A. Commercial General Liability Insurance ("CGL") written on an *ISO Occurrence form CG 00 01 07 98* or an equivalent form providing coverage at least as broad which will cover liability arising from any and all personal injury, including death, and property damage with limits of at least Two Million Dollars (\$2,000,000) per occurrence, subject to an annual aggregate of at least Four Million Dollars (\$4,000,000). There will be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs.

insured claims or contractual liability. All defense costs will be outside the limits of the policy.

- B. Commercial Automobile Liability Insurance, providing coverage for all bodily injury, including death, and property damage on an *ISO form CA 00 01 12 90* or a later version of such form or an equivalent form providing coverage at least as broad for a combined single limit of at least One Million Dollars (\$1,000,000) per occurrence. Such insurance will cover liability arising out of any vehicle (including owned, hired, and non-owned vehicles) operated in performing any and all work pursuant to this Agreement.
- C. Workers' Compensation Insurance, as required by applicable laws, for all of CONCESSIONAIRE's employees who are subject to this Agreement, with employers' liability coverage with a limit of at least One Million Dollars (\$1,000,000), and an endorsement that the insurer waives the right of subrogation against The City of San Diego and its elected officials, officers, employees, representatives and agents.
- D. Liability Insurance for all bodily injury and property damage, with a limit of at least One Million Dollars (\$1,000,000) per occurrence subject to an annual aggregate of Two Million Dollars (\$2,000,000). Such insurance will cover liability arising out of any vehicle (including owned, hired, and non-hired vehicles) operated in performing any and all Concessions or other services pursuant to this Agreement. Coverage will be written on ISO form CA 00 01 12 90, or a later version of this form, or an equivalent form providing equivalent liability coverage.
- E. Additional Insureds. To the fullest extent allowed by law, including without limitation California Insurance Code section 11580.04, each policy must be endorsed to include as insureds "The City of San Diego and its elected officials, officers, employees, representatives and agents" with respect to liability arising out of: (a) ongoing operations performed by CONCESSIONAIRE or on CONCESSIONAIRE's behalf; (b) CONCESSIONAIRE's products; (c) CONCESSIONAIRE's work, including without limitation CONCESSIONAIRE's completed operations performed by CONCESSIONAIRE or on CONCESSIONAIRE's behalf; or (d) the Site.
- F. Primary & Non-Contributory. Each policy must be endorsed to provide that the insurance afforded by Commercial General Liability policies is primary to any insurance or self-insurance of The City of San Diego and its elected officials, officers, employees, representatives and agents as respects operations of the named insured. Any insurance maintained by The City of San Diego and its elected officials, officers, employees, representatives and agents will be in excess of CONCESSIONAIRE's insurance and will not contribute to it.

- G. Severability of Interest. Each policy must be endorsed to provide that CONCESSIONAIRE's insurance will apply separately to each insured against whom claim is made or suit is bought, except with respect to the limits of the insurer's liability and will provide cross-liability coverage.
- H. Qualified Insurer(s). Except for the State Compensation Insurance Fund, all insurance required by this Agreement will only be carried by insurance companies with a rating of at least "A-, VI" by A.M. Best Company that are authorized by the California Insurance Commissioner to do business in the State of California, and that have been approved by CITY. CITY may accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of California and is included on the List of Eligible Surplus Lines Insurers (i.e., the LESLI list). All policies of insurance carried by non-admitted carriers will be subject to all of the requirements for policies of insurance provided by admitted carriers described herein. Each insurer will be subject to CITY's approval in each instance.
- I. Deductibles/Retentions. All deductibles and self-insured retentions on any insurance policy are the sole responsibility of CONCESSIONAIRE and must be disclosed and acceptable to CITY at the time evidence of insurance is provided.
- J. 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.
- K. 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.
- L. 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.

M. Causes 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

17. Indemnification. CONCESSIONAIRE will defend, indemnify, and hold City and its elected officials, officers, employees, representatives, and agents harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to CONCESSIONAIRE's officers, employees, invitees, guests, agents, or contractors, which arise out of or are in any manner directly or indirectly connected with this Agreement or CONCESSIONAIRE's occupancy, use, development, maintenance, restoration, or improvement of the Sites, and all expenses of investigating and defending against same, including without limitation attorneys' fees and costs; provided, however, that CONCESSIONAIRE's duty to indemnify and hold City harmless will not include any established liability arising from the sole negligence or willful misconduct of City and its elected officials, officers, employees, representatives, and agents. City may, at its own discretion, conduct the defense, or participate in the defense, of any claim related in any way to this indemnification. If City elects to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification, CONCESSIONAIRE will pay the City for all costs related thereto, including, without limitation, reasonable attorneys' fees and costs.
18. Nondiscrimination. This Agreement is made and accepted upon and subject to the covenant and condition, which will run with the land, that CONCESSIONAIRE or any person claiming under or through CONCESSIONAIRE will not establish or allow any discrimination against or segregation of any person or group of persons on account of race, color, religion, gender, gender identity, gender expression, disability, sexual orientation, marital status, national origin, ancestry, familial status or source of income in the possession, use or occupancy of the Sites or in the selection, location, number, use or occupancy of tenants, subtenants or vendees in the Sites.
19. 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.

20. 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:

- A. 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
- B. Establish a drug-free awareness program to inform employees about all of the following:
 - i. The dangers of drug abuse in the workplace;
 - ii. CONCESSIONAIRE'S policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employees assistance programs; and
 - iv. Penalties that may be imposed upon employees for drug abuse violations.

21. 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:

- A. 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;

- B. 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;
 - C. CONCESSIONAIRE will post a statement addressing the requirements of the ADA in a prominent place at the work site;
 - D. 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.
 - E. 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.
22. 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.
23. 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.
24. 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.
25. Signs. CONCESSIONAIRE will display the Concession sign displaying this is an CITY-approved Concession at all times while operating the Concessions. CITY will provide a sign during the first Agreement Year. If such sign is lost or stolen, CONCESSIONAIRE must obtain a duplicate sign and 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.
26. 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.

27. 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.

28. 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.

29. Defaults and Remedies.

A. Default by CONCESSIONAIRE. Except for Safety Violations (as defined under Subsection B below) which are grounds for immediate termination, in the event that:

- i. 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;
- ii. CONCESSIONAIRE will voluntarily file or have involuntarily filed against it any petition under bankruptcy or insolvency act or

law; or

- iii. 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 Part (1)a. of 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.

- B. Safety Violations by CONCESSIONAIRE. Notwithstanding subsection A 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.
- C. 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:
 - i. Acts by CITY of maintenance, preservation, or efforts to negotiate a new Agreement.

- ii. The appointment of a receiver upon initiative of CITY to protect CITY's interest under this Agreement.

30. 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.
31. 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.
32. Taxes. CONCESSIONAIRE will pay, before delinquency, all taxes, assessments, and fees assessed or levied upon CONCESSIONAIRE by reason of the business or other CONCESSIONAIRE activities related to the Sites, including any licenses or permits. CONCESSIONAIRE acknowledges that this Agreement may create a possessory interest subject to property taxation, and that CONCESSIONAIRE may be subject to the payment of taxes levied on that interest. CONCESSIONAIRE will be fully and solely responsible for payment of all such possessory interest taxes. CONCESSIONAIRE's payment for taxes, fees, and assessments will not reduce any payment due CITY under this Agreement.
33. 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., San Diego Municipal Code 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.

34. Equal Benefits. CONCESSIONAIRE will comply with San Diego Municipal Code 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.
35. Equal Pay Ordinance. Unless an exception applies, CONCESSIONAIRE will comply with the Equal Pay Ordinance codified in San Diego Municipal Code 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.
- A. Notice Requirement. CONCESSIONAIRE must post a notice informing its employees of their rights under the Equal Pay Ordinance in their workplace or job site.
36. 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.
37. 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 the San Diego Municipal Code 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.

38. 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.

- A. 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.
- B. 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.
- C. 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.
- D. 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.
- E. 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.

- F. 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.
- G. Environmental Assessment. Upon reasonable cause to believe that CONCESSIONAIRE's occupancy, use, development, maintenance or restoration of the Sites ("CONCESSIONAIRE's 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.

39. Storm Water Pollution Prevention Program. CONCESSIONAIRE will comply with the CITY's Storm Water Management and Discharge Control provisions codified in Division 3 of Chapter 4 of the San Diego Municipal Code, 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.

A. 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.

B. 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.

40. Waiver. The property constituting the Sites is publicly owned and held in trust for the benefit of CITY's citizens. CITY's failure to insist upon the strict performance of any of CONCESSIONAIRE's obligations under this Permit, in one or more instance, will not be construed as a waiver of any such obligation, and the same will remain in full force and effect. CITY's waiver of a default will not be a waiver of any other default. Any waiver of a default must be in a writing executed by CITY to constitute a valid and binding waiver. CITY's delay or failure to exercise a right or seek a remedy will not be deemed a waiver of that or any other right or remedy under this Agreement, at law, or in equity. The exercise of any particular right or the use of any particular remedy for any default will not waive the use of any other right or remedy for the same default or for another or later default. CITY's acceptance of any rents will not be a waiver of any default preceding the rent payment. CITY's failure to discover a default or take prompt action to require the cure of any default will not result in an equitable estoppel, but CITY may at any and all times require the cure of the default.

41. Survival. Any obligation which accrues under this Agreement prior to its expiration or termination will survive such expiration or termination.

42. Joint and Several Liability and Responsibility. If CONCESSIONAIRE includes more than one person or legal entity, each such person and legal entity will be jointly and severally liable and responsible for the performance of each and every obligation of CONCESSIONAIRE under this Agreement.

43. Partial Invalidity. If any term, covenant, condition, or provision of this Agreement

is found invalid, void, or unenforceable by a court of competent jurisdiction, the remaining provisions will remain in full force and effect.

44. Number and Gender. Words of any gender used in this Agreement will include any other gender, and words in the singular number will include the plural, when the tense requires.
45. Captions. Section headings and captions will not be held to define, limit, augment, or describe the scope, content, or intent of any or all parts of this Agreement. The numbers of the paragraphs and pages of this Agreement may not be consecutive. Such lack of consecutive numbers will have no effect on the enforceability of this Agreement.
46. 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.
47. Notices. Any notice required or permitted to be given under this Agreement will be in writing and may be served personally or delivered by United States mail, postage prepaid, and addressed to CITY or CONCESSIONAIRE, respectively, as follows:

The CITY OF SAN DIEGO
Real Estate Assets Department
Attention: Director, Real Estate Assets
Department 1200 Third Avenue, Ste 1700 MS
51A
San Diego, CA 92101

CONCESSIONAIRE:
Surf Education Academy
5023 Abuelo Dr.
San Diego, CA 92124

48. Governmental Approvals. By entering into this Agreement, neither CITY nor CITY's City Council is obligating itself to any governmental agent, board, commission, or agency with regard to any other discretionary action relating to CONCESSIONAIRE's occupancy, use, development, or maintenance of the Sites. Discretionary action includes but is not limited to re-zonings, variances, environmental clearances, or any other governmental approvals which may be

required for CONCESSIONAIRE's occupancy, use, development, or maintenance of the Sites.

49. 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.
50. 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.
51. 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, this Agreement is executed to be effective as of the Effective Date.

CONCESSIONAIRE

By: [Signature] [Signature]
Name: Sean Brody JP Lisk Brody
Title: Founder/Executive Director Director of Development

THE CITY OF SAN DIEGO, a California
municipal corporation

By: [Signature]
Cybele L. Thompson
Director, Real Estate Assets Department

Environmental Analysis Section Environmental Clearance:

This activity (i.e. Concession Agreement) is categorically exempt from CEQA pursuant to State CEQA Guidelines Sections 15301 (Existing Facilities) and 15311 (Accessory Structures).

Date: 5/24/19

BY: [Signature]
Name: Alyssa Muto
Planning Department

Approved as to form this

14 ^{NJB} ~~th~~ Day of May, 2019

MARA W. ELLIOTT, City Attorney

BY: [Signature]
Name: NOAH J. BRAZIEK
Title: Deputy City Attorney

EXHIBIT A: MAP OF SITES

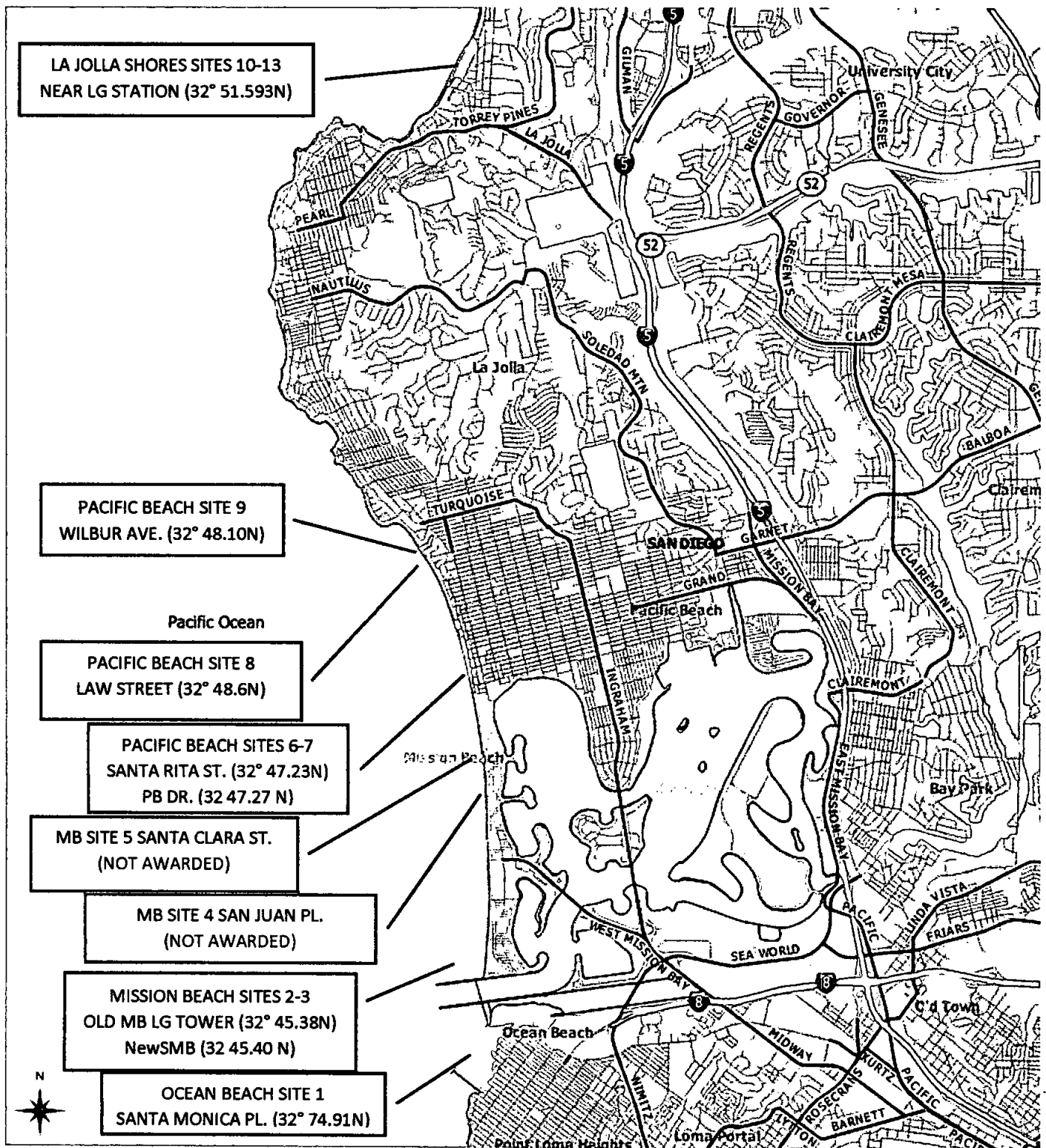


EXHIBIT B: OPERATING PLAN

OPERATING PLAN



OPERATING PLAN FOR LA JOLLA SHORES

Operating Plan for May 1, 2019 - April 30, 2020

1. PROGRAM SPECIFICS

Days of Operation

Monday - Sunday

** Closed in accordance with City regulations: New Year's Day, Martin Luther King, Jr. Day, President's Day, Cesar Chavez Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day. Dates may be subject to change at the City's discretion.*

Hours of Operation

Land-based Operation: 8:30am - 6:00pm

Water Instruction: 9:00am - 5:00pm

Schedule of Classes

Surf Education Academy offers a variety of classes and programs, with expertise in all areas of the surfing development pathway and curriculum spanning first time and novice surfers all the way through to training elite competition surfers.

SEA also offers top notch Stand Up Paddleboarding lessons, guiding and instructor training, with curriculum centered around safety, preparation and global best practices. Our SUP programming also has a pathway for continued progression, teaching novice paddlers basic concepts and progressing them to essential skills and concepts for safe and enjoyable open water paddling.

Additionally, SEA specializes in teaching Adaptive Surfing and Adaptive SUP and working with surfers with disabilities and special populations. All of our programs are inclusive to ensure anyone can join any program and we bring on additional staff as needed.

An outline of our programming follows.

SEA PRICE LIST

PROGRAM OR SERVICE	PRICE	DURATION	DAYS / TIMES
Private Surf Lessons	\$125	1.5 hours	Upon request
Private Surf Coaching	\$145	1.5 hours	Upon request
Private Adaptive Surf Coaching	\$125 + \$35/additional coach(es)	1.5 hours	Upon request
Private Group Sessions	\$75/surfer = 6 surfers \$85/surfer = 5 surfers \$95/surfer = 4 surfers \$105/surfer = 3 surfers \$115/surfer = 2 surfers	1.5 hours	Upon request
Private Group Coaching	\$95/surfer = 6 surfers \$105/surfer = 5 surfers \$115/surfer = 4 surfers \$125/surfer = 3 surfers \$135/surfer = 2 surfers	1.5 hours	Upon request
Surf Guiding	\$249 for one surfer + \$139/additional surfers	3 hours	Upon request
GROUP CLASSES			
Future Legends Surf Club	\$89/session = After school Sessions \$139/session = Saturday Sessions Memberships starting at \$249/month	After School = 2.5 hours Saturdays = 4 hours	M-F 3:30 - 6:00pm (out of the water by 5:00pm) Saturdays 9:00am - 1:00pm
Future Legends Surf Squads	\$139/session Memberships	2.5 hours	M-F 3:30pm - 6:00pm

	starting at \$500/month		(out of the water by 5:00pm)
Surfing Fundamentals	\$59/session Memberships starting at \$149/month	1.5 hours	Saturdays and Sundays 11:00am - 12:30pm
Surfing Mastery	\$99/session Membership starting at \$249/month	1.5 hours	Saturdays and Wednesdays 9:00am - 10:30am
Surfing Fitness	\$59/session Membership starting at \$149/month	1.5 hours	Sundays 1:00pm - 2:30pm
Surfing Wellness	\$59/session Membership starting at \$149/month	1.5 hours	Sundays 3:00pm - 3:30pm
Adaptive Surfing	\$59/session Membership starting at \$150/month	1.5 hours	Fridays 9:00am - 10:30am
Summer Camps	\$395/week	4 hours	M-F AM Session 9:00am - 1:00pm PM Session 1:00pm - 5:00pm

Private Surf Lessons - One on one private instruction with one of our world-class Surf Coaches.

Number of Surfers per session: 1

Price: \$125/session (1.5 hours)

Summary of Material Covered:

Private Surf Lessons cover the foundational skills that are essential to novice surfer safety and success, ensuring that each surfer develops the correct habits to help them truly become confident and independent in the ocean. Common mistakes are reviewed and correction cues are provided. Positive and immediate feedback from our expert Surf Coaches in a private setting is excellent way to make progress and identify areas that have room for improvement. Each surfer is treated as an individual, with their own goals, confidence, abilities and expectations and each private session is custom tailored to maximize the experience for each surfer, whether they are a local resident or a visitor to the City of San Diego.

Each Private Surf Lesson is accompanied by a "Local Knowledge" discussion, where our SEA Surf Coaches share information on the unique beaches of San Diego, the weather patterns that affect this stretch of coastline, the great organizations that exist in the area and across the planet that work towards protecting the coastlines, local marine life you may encounter in the waters around San Diego, and great surf related destinations to visit in San Diego, to name a few topics.

Session Outline:

15 Minutes - Discuss safety, goals, strengths, and areas of opportunity.

(Feedback from previous sessions for returning athletes)

15 Minutes - Go over the Foundational Skill Lesson for the day (or Progressive Skill Lesson for intermediate to advanced surfers)

45 Minutes - One on one water time with the SEA Surf Coach

15 Minutes - Debrief. What went well? What was challenging? What should we focus on moving forward?

Private Surf Coaching - Private coaching using our state of the art coaching tools and video analysis to track progress and improve the learning curve.

Number of Surfers per session: 1

Price: \$145/session (1.5 hours)

Summary of Material Covered:

Private Surf Coaching Sessions are geared towards intermediate to advanced surfers and utilize our proprietary SEA Surfing Development Pathway and Curriculum with photo and video analysis tools to drastically increase the rate of learning. Each surfer is provided with guidance for their unique goals for the session and their overall surfing goals and the sessions are filmed for analysis. The waves are broken down for each surfer by our elite SEA Surf Coaches and the clips are utilized to track progress over time and increase the rate of learning with instant visual feedback and expert coach analysis. Private Surf Coaching is great for the local youth and other residents that enjoy surfing on a regular basis and are focused on developing their confidence and skills, or potentially training for competitions. We also have many international surfers travel to train with us, as our services are very specialized and our results are proven.

Each Private Surf Coaching Session is accompanied by a "Local Knowledge" discussion, where our SEA Surf Coaches share information on the best conditions for different waves around San Diego and discuss the intricacies of surfboard design and equipment selection. Advice is also given on the best San Diego resources for any of our client's surfing needs and we always have great local restaurant, cafe and juice bar recommendations to round out the authentic surfing experience.

Session Outline:

15 Minutes - Discuss safety, goals, strengths, and areas of opportunity.
(Feedback from previous sessions for returning athletes)

15 Minutes - Go over the Foundational Skill Lesson for the day (or Progressive Skill Lesson for intermediate to advanced surfers)

45 Minutes - Surf time with waves being filmed and analyzed by the SEA Surf Coach

15 Minutes - Debrief. Breakdown video footage for the student. What went well? What was challenging? What should we focus on moving forward?

Adaptive Surf Coaching - SEA specializes in working with surfers with disabilities and we want to encourage surfers from all walks of life to come train with us. We are always excited to take people out for their first surfing experience or glad to work with surfers for extended periods.

Number of Surfers per session: 1

Price for 1.5 Hour Session:

\$125/session (+ \$35/additional Surf Coach if necessary)

** There are many grants available by several organizations who support adaptive sports, such as Challenged Athletes Foundation, who could help offset the costs.*

Summary of Material Covered:

We work with each client to assess their abilities and determine the best approach for riding waves. We have access to a variety of equipment that can accommodate surfers riding waves in the prone, kneeling, seated or standing positions and our staff have all been trained to teach surfers with disabilities.

After working in the adaptive surfing space it became clear that there is an opportunity to bridge the gap between the programs that are currently being offered, where participants can participate in a clinic and get a taste of surfing or then they can compete in an event, but there has not been much available to help those who want to develop their surfing skills in between events. However not every surfer is aiming to surf competitively. We provide a platform for surfers with disabilities to surf on a regular basis, without having to wait for specialty events, and they can develop their skills with the same top of the industry resources and elite Surf Coaches.

Session Outline:

30 Minutes - Discuss abilities, disabilities, and limitations. Go over goals, strengths, and areas of opportunity. (Feedback from previous sessions for returning athletes). Discuss safety, equipment and any necessary modifications.

45 Minutes - Water time with the SEA Surf Coach or Coaches

15 Minutes - Debrief. What went well? What was challenging? What should we focus on moving forward?

Private Group Sessions - Multiple surfers in the same session with our world-class Surf Coaches.

Number of Surfers per session: 2+

Price for 1.5 Hour Session:

\$75/surfer for 6 surfers or more

\$85/surfer for 5 surfers

\$95/surfer for 4 surfers

\$105/surfer for 3 surfers

\$115/surfer for 2 surfers

Summary of Material Covered:

Private Group Sessions are geared towards novice to intermediate surfers and are also great for team building, birthday parties and other special events.

In our Private Group Sessions each individual is assessed for their own past swimming/ocean/surfing experience, their abilities, confidence and their goals, as it is best to treat each group as a group of individuals. This allows our coaches to truly customize the experience for each individual amongst the group, ensuring the entire group has an excellent and safe time. This lends itself to a higher rate of client satisfaction, as opposed to offering a scripted, "one size fits all" group surf lesson and having some members of the group succeed and others fail.

Our Private Group Sessions cover the foundational skills that are essential to novice surfer safety and success, ensuring that each surfer develops the correct habits to help them truly become confident and independent in the ocean.

Just like our Private Surf Lessons, common mistakes are reviewed and correction cues are provided. Positive and immediate feedback from our expert Surf Coaches is provided to round out the experience for each surfer.

Each Private Group Surf Session is accompanied by a "Local Knowledge" discussion, where our SEA Surf Coaches share information on the unique beaches of San Diego, the weather patterns that affect this stretch of coastline, the great organizations that exist in the area and across the planet that work towards protecting the coastlines, local marine life you may encounter in the waters around San Diego, and great surf related destinations to visit in San Diego, to name a few topics.

Session Outline:

15 Minutes - Discuss safety, goals, strengths, and areas of opportunity.
(Feedback from previous sessions for returning athletes)

15 Minutes - Go over basic Foundational Skills for safety and technique

45 Minutes - Surf time with SEA Surf Coach or Coaches providing immediate feedback

15 Minutes - Debrief. What went well? What was challenging? What should we focus on moving forward?

Private Group Surf Coaching - Multiple surfers get filmed and reviewed by our coaches, learning from the other surfers in the small group setting and from the years of experience of our coaches.

Number of Surfers per session: 2+

Price for 1.5 Hour Session:

\$95/surfer for 6 surfers or more

\$105/surfer for 5 surfers

\$115/surfer for 4 surfers

\$125/surfer for 3 surfers

\$135/surfer for 2 surfers

Summary of Material Covered:

Private Group Surf Coaching Sessions are geared towards groups of intermediate to advanced surfers and utilize our proprietary SEA Surfing Development Pathway and Curriculum with photo and video analysis tools to drastically increase the rate of learning. Each surfer is assessed as an individual, based on their own goals, progress, confidence, etc. Surfers are

provided with guidance for their unique goals for the session and their overall surfing goals and the sessions are filmed for analysis. The waves are broken down for each surfer by our elite SEA Surf Coaches and the clips are utilized to track progress over time and increase the rate of learning with instant visual feedback and expert coach analysis. Private Group Surf Coaching is great for each surfer to learn in the small group setting because surfers get to learn from the analysis of each surfer in the groups' waves, not just their own waves.

Each Private Surf Coaching Session is accompanied by a "Local Knowledge" discussion, where our SEA Surf Coaches share information on the best conditions for different waves around San Diego and discuss the intricacies of surfboard design and equipment selection. Advice is also given on the best San Diego resources for any of our client's surfing needs and we always have great local restaurant, cafe and juice bar recommendations to round out the authentic surfing experience.

Session Outline:

15 Minutes - Discuss safety, goals, strengths, and areas of opportunity.
(Feedback from previous sessions for returning athletes)

15 Minutes - Go over the Foundational Skill Lesson for the day (or Progressive Skill Lesson for intermediate to advanced surfers)

45 Minutes - Surf time with waves being filmed and analyzed by the SEA Surf Coach

15 Minutes - Debrief. Breakdown video footage for the student. What went well? What was challenging? What should we focus on moving forward?

Surf Guiding - Our 2.5 hour Guided Surf Sessions are a great option for local residents or out of town surfers looking to score great waves or for surfers of all levels who want a truly authentic surfing experience. Your surfing time is precious and there are a lot of variables to consider when trying to be at the right place at the right time... swell size, angle, tides, winds, crowds, locals, etc. Let our Surf Guides ensure you are getting the best waves possible with the least amount of hassle.

Plus, our Surf Guiding sessions include photos of each surfer, which can be used to analyze for improvement or share with friends.

Number of Surfers per session: 2+

Price for 2.5 Hour Session:

1 surfer = \$249/session

+ \$139/ each additional surfer (up to 4)

Summary of Material Covered:

Learn how to:

- Read the surf forecast and pick the best break for your skill level on any given
- Paddle through the waves with confidence
- Understand the "Rules of the Water"
- Position yourself in the line up
- Surf in a crowd
- Pick a good wave and know which direction to ride
- Catch an unbroken wave
- Control your surfboard on a wave
- Speed up and slow down
- Develop other intermediate surfing skills

Session Outline:

15 Minutes - Discuss safety, goals, strengths, and areas of opportunity.

(Feedback from previous sessions for returning athletes)

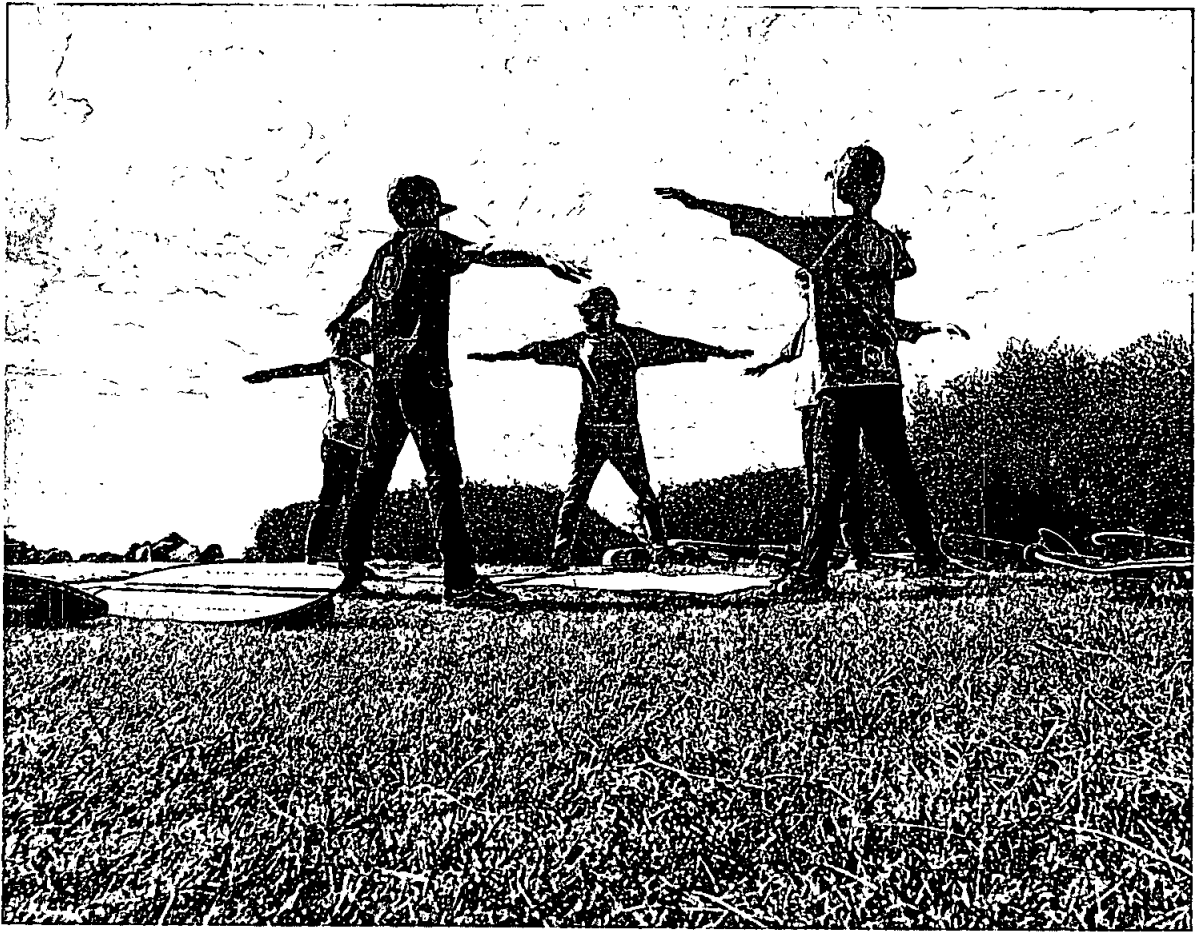
15 Minutes - Go over the Foundational Skill Lesson for the day (or Progressive Skill Lesson for intermediate to advanced surfers)

45 Minutes - Surf time with the SEA Surf Coach providing immediate feedback in the water

15 Minutes - Break and session notes from Surf Coach

60 Minutes - Surf time with waves being filmed and analyzed by the SEA Surf Coach

30 Minutes - Debrief. Breakdown video footage for the student. What went well? What was challenging? What should we focus on moving forward?



Regularly Scheduled Programs

SEA is breaking new ground with regularly scheduled group programs that surfers and visitors can attend to improve their confidence and to also meet similar and like minded individuals who have a common love for surfing and the ocean. Surfers can drop into classes and memberships are available as well.

Future Legends Surf Club - Our youth surfing development program for surfers of all experience levels

Number of Surfers per session: 1 - 15

Price:

After School Surf Club = \$89/session

Saturday Surf Club = \$139/session

or SEA memberships starting at \$249/month

Summary of Material Covered:

The Future Legends Surf Club is like Little League for kids who love to surf! Our program works with small groups of kids over the course of a season to develop confident, independent surfers, and admirable members of the global surf community. In addition to learning core skills, safety and techniques, members of this exclusive program will also learn about surf history, culture, etiquette, and sustainability through surfing. We pride ourselves in offering safe, positive and rewarding surfing experiences for the youth in our care and our team approach to surfing development creates an enriching environment for kids of all ages.

Our Future Legends Surf Club motto is "Develop Rad Habits" and we encourage all the kids to live healthy lifestyles and make good decisions, in and out of the water. We find that the confidence of our young surfers translates to the classroom, the school yard, at home and beyond. We often have Guest Surf Coaches, consisting of Professional Surfers, surf

photographers, journalists, surfing firefighters and other positive role models for the kids.

2. 5 Hour Session Outline:

15 Minutes - Discuss safety, goals, strengths, and areas of opportunity.
(Feedback from previous sessions for returning athletes)

15 Minutes - Go over basic Foundational Skill of the day

60 Minutes - Surf time with SEA Surf Coach or Coaches providing immediate feedback

30 Minutes - Debrief. What went well? What was challenging? What should we focus on moving forward?

30 Minutes - Cross training activity, Mental training activity

4 Hour Session Outline:

15 Minutes - Discuss safety, goals, strengths, and areas of opportunity.
(Feedback from previous sessions for returning athletes)

15 Minutes - Go over basic Foundational Skill of the day

60 Minutes - Surf time with SEA Surf Coach or Coaches providing immediate feedback

30 Minutes - Debrief. What went well? What was challenging? What should we focus on moving forward?

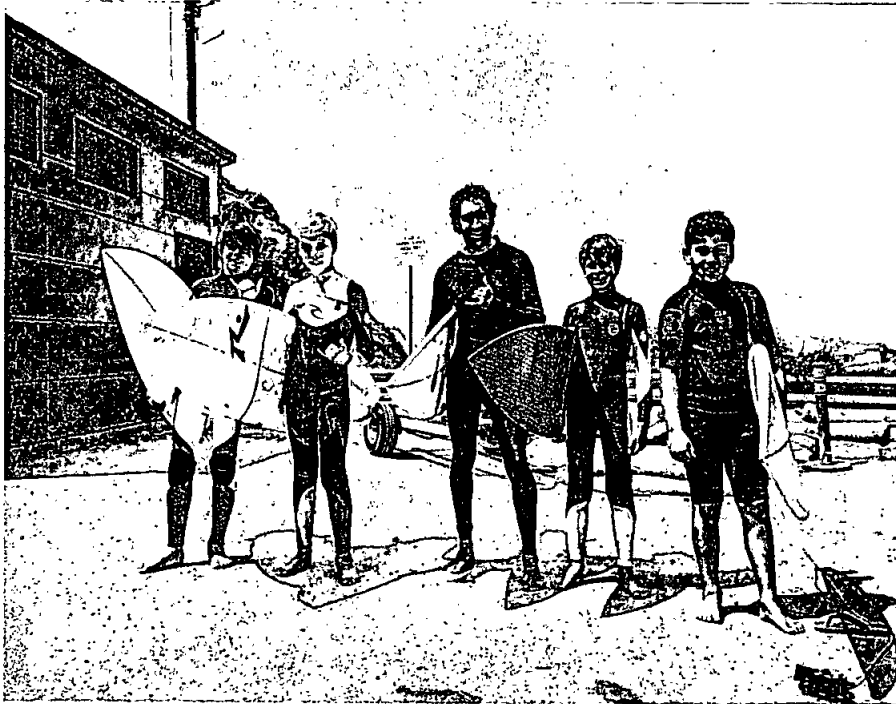
30 Minutes - Cross training activity, Mental training activity

15 Minutes - Break, snack and hydrate. Reapply sunscreen

15 Minutes - Go over the second Foundational Skill of the day

45 Minutes - Surf time with SEA Surf Coach or Coaches providing immediate feedback

15 Minutes - Debrief. What went well? What was challenging? What should we focus on moving forward?



Future Legends Surf Squads - Our youth Surfing Development Program for intermediate surfers.

Number of Surfers per session: 1 - 5

Price:

\$139/session (2.5 hours)

Or SEA memberships starting at \$499/month

Summary of Material Covered:

The Future Legends Surf Squads Program is an extension of our Future Legends Surf Club and is designed for small groups of young surfers who are comfortable surfing open face waves on days when the waves are 4-6 feet on the face. Up to five surfers will surf together and their sessions will be critiqued and documented by our Coaches, Photographers and

Videographers. Surfers will have access to their videos from each session in order to increase the learning curve and surfers can receive video edits of their best waves. The young surfers who come through this program definitely become standouts in their local lineups. Young surfers come from near and far to participate in our programming, learn from our curriculum and train with our Surf Coaches and the Future Legends Surf Squads program is one of our most popular services.

The Future Legends Surf Squads curriculum helps young surfers by guiding them in all areas of surf training, not just focusing on technique, but also covering mental preparation, physical preparation, and tactical preparation.

Session Outline:

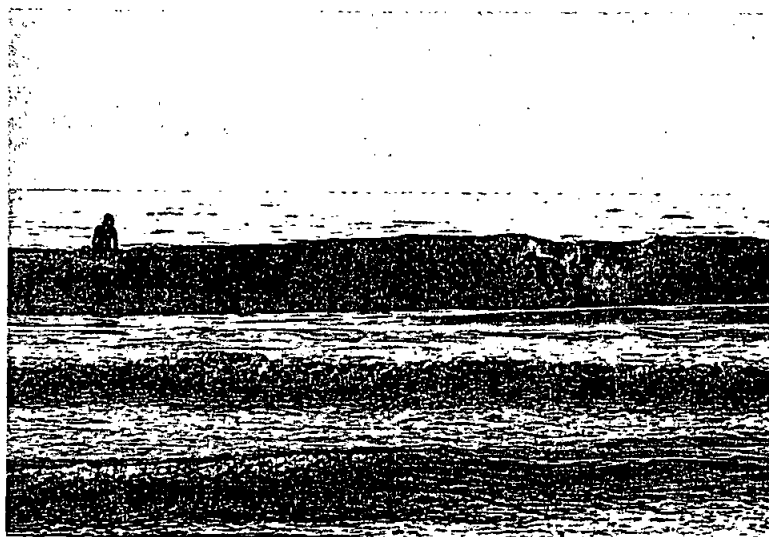
15 Minutes - Discuss safety, goals, strengths, and areas of opportunity.
(Feedback from previous sessions for returning athletes)

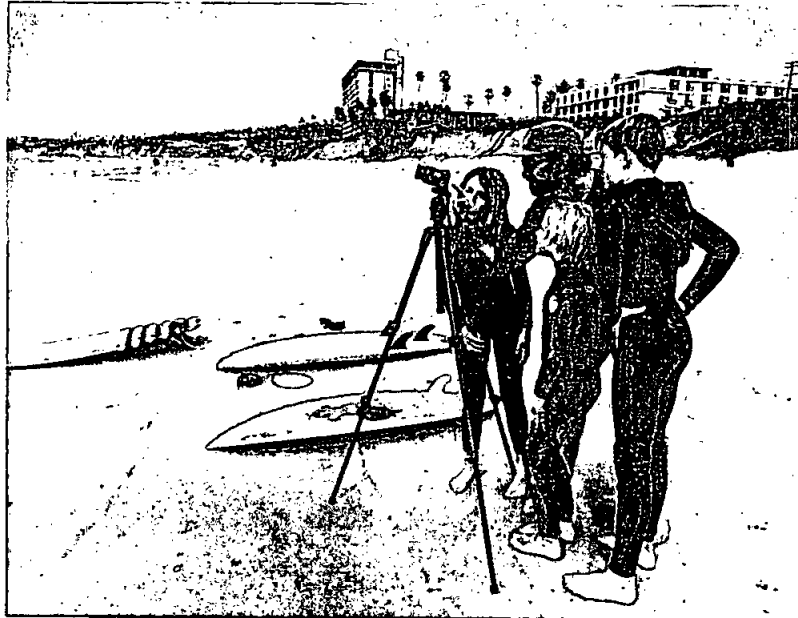
15 Minutes - Go over basic Foundational (or Progressive) Skill of the day

60 Minutes - Surf time with waves filmed and analyzed by the SEA Surf Coach

30 Minutes - Debrief. Video footage review and wave breakdown. What went well? What was challenging? What should we focus on moving forward?

30 Minutes - Cross training activity, mental training activity, or surf topic discussion





Surfing Fundamentals - Adult Novice program

Number of Surfers per session: 1 - 15

Price:

\$59/session (1.5 hours)

Or SEA memberships starting at \$149/month

Summary of Material Covered:

Our Surfing Fundamentals Program is the best way to develop surfing skills and confidence in the ocean, hands down. Our Surf Coaches are top-notch and our curriculum provides a tool kit and easy to follow road map to set each surfer up for a lifetime of safe and enjoyable surfing adventures.

Learn how to:

- Read the surf forecast and pick the best break for your skill level on any given
- Paddle through the waves with confidence

- Understand the "Rules of the Water"
- Position yourself in the line up
- Surf in a crowd
- Pick a good wave and know which direction to ride
- Catch an unbroken wave
- Control your surfboard on a wave
- Speed up and slow down
- Develop other intermediate surfing skills

Safety, Etiquette & Best Practices

Surfers Learn the safety, etiquette and best practices to keep themselves and others safe. Our programming helps each surfer develop the right habits and questions to ask themselves each time they paddle out to ensure that their session is always fun and never out of your control.

Core Skills & Common Mistakes

Our Surf Coaches break down the fundamental building blocks to developing quality surfing, helping surfers to develop essential core skills, while avoiding common mistakes or bad habits.

Custom Curriculum & Training Programs

Every surfer has their own goals, comfort levels and abilities and we cater our programming to fit the needs of each surfer. Working with small groups of surfers over an extended period of time allows us to drill down on learning styles and create long term training programs, as opposed to just shouting, "Stand up!".

Session Outline:

- 15 Minutes - Discuss safety, goals, strengths, and areas of opportunity.
(Feedback from previous sessions for returning athletes)
- 15 Minutes - Go over basic Foundational Skills for safety and technique
- 45 Minutes - Surf time with SEA Surf Coach or Coaches providing immediate feedback
- 15 Minutes - Debrief. What went well? What was challenging? What should we focus on moving forward?



Surfing Mastery - Adult Intermediate and up

Number of Surfers per session: 1 - 5

Price:

\$99/session (1.5 hours)

Or SEA memberships starting at \$249/month

Summary of Material Covered:

The SEA Surfing Mastery Program is designed for adult surfers that are at the intermediate and up experience level. Surfers who participate in this program should complete the SEA Surfing Fundamentals program or be at equivalent competency.

There is a large population of adult surfers that desire to continue developing their skills and confidence, however, no programming (other than ours) is available. Currently, most Surf Schools offer lessons geared towards novice surfers or tourists and then the next level of training available is elite coaching for top athletes; SEA has created programming, curriculum and pathway to

bridge this gap, offering surfers of all ages and experience levels the opportunity to continually improve upon their personal best.

We use Cutting Edge Photo and Video Analysis Tools:

We use photo and video analysis tools to improve the rate of progression for the surfers in our program. Reviewing the photos and footage with the expert analysis of Surf Coaches is incredibly valuable, as we have the ability to provide specific visual and audio guidance, compare footage side by side, and review previous sessions.

We Document and Chart Surfers' Progress:

Each surfer creates their own goals and we create custom programming to work towards success. Each surf session is documented with session goals, drills, and Surf Coach Notes and this information is paired with the photos and video to track progress and document improvement.

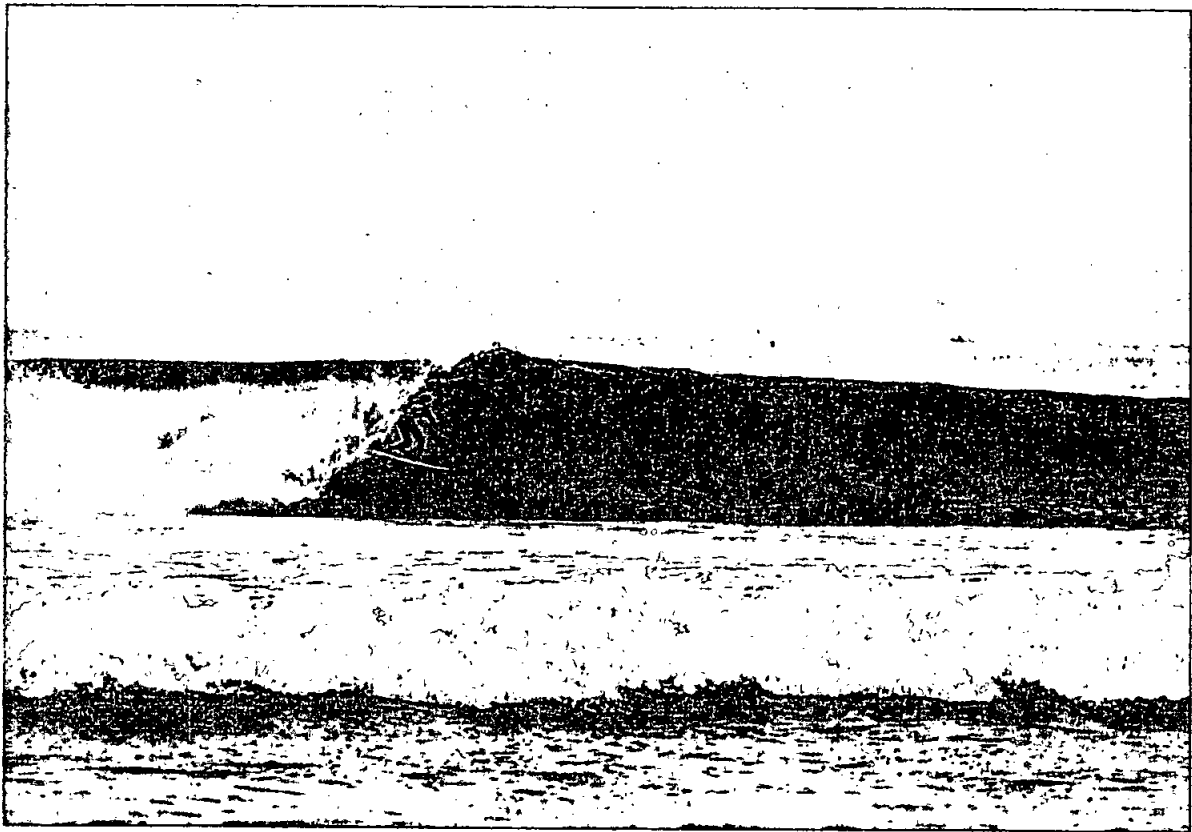
Session Outline:

15 Minutes - Discuss safety, goals, strengths, and areas of opportunity.
(Feedback from previous sessions for returning athletes)

15 Minutes - Go over the Progressive Skill Lesson for the day

45 Minutes - Surf time with waves being filmed and analyzed by the SEA Surf Coach

15 Minutes - Debrief. Breakdown video footage for the student. What went well? What was challenging? What should we focus on moving forward?



Surfing Fitness - Surf training to build up cardiovascular capacity and to learn how to conserve energy while surfing and in the ocean.

Number of Surfers per session: 1 - 15

Price:

\$59/session (1.5 hours)

Or SEA memberships starting at \$149/month

Summary of Material Covered:

For far too long "surf instruction" has been largely limited to teaching new surfers to catch white water waves and how to pop up. In addition to delivering much more comprehensive techniques, SEA also offers

programming to help surfers add longevity to their surf sessions, catch more waves, surf bigger waves, and be more safe in the ocean by being in better overall "surfing shape". SEA can help surfers get fit for the surf.

Session Outline:

15 Minutes - Discuss how fitness and cross training compliment surfing

15 Minutes - Go over the Surfing Fitness Lesson for the day

45 Minutes - Surfing, fitness, and cross training circuit

15 Minutes - Cool down and debrief. What went well? What was challenging? What should we focus on moving forward? How will this compliment our surfing?



Surfing Wellness - Surf training to increase flexibility and mobility, to prevent injury and stay healthy.

Number of Surfers per session: 1 - 15

Price:

\$59/session (1.5 hours)

Or SEA memberships starting at \$149/month

Summary of Material Covered:

In addition to offering surf specific training to increase cardio capabilities for our surfers, we also offer programs that focus on keeping surfers moving and help to prevent injuries by doing surf specific training for mobility, flexibility and overall wellness. Our curriculum also touches on diet and nutrition, breathing exercises and includes thought provoking exercises for the mind to keep our surfers positive and alert.

Session Outline:

15 Minutes - Discuss how surfing and wellness go hand in hand and how we need to do more than just surf to be healthy surfers

15 Minutes - Go over the Surfing Wellness Lesson for the day

45 Minutes - Surfing, Wellness activity, flexibility and mobility circuit

15 Minutes - Cool down and debrief. What went well? What was challenging? What should we focus on moving forward? How will this compliment our surfing?

SUMMER CAMPS

Future Legends Surf Camp - Surf Education Academy will offer Summer Surf Camps as a great opportunity for kids to develop and improve their surfing skills and confidence by working with our world-class surf coaches throughout the summer.

- All levels
- SUP and boogie board

Number of Surfers per session: 5 - 15

Offered: Weekly during Summer months

Monday - Friday

AM Session: 9:00am - 1:00pm

PM Session: 1:00pm - 5:00pm

Price: \$395/week

Summary of Material Covered:

Our programming and curriculum provides a fun and safe environment, while creating great surfers in and out of the water. Our small group format allows us to work with each young surfer to customize and achieve their goals and we use photo and video analysis tools to improve the pace of development for surfers of all levels.

In addition to using photo and video to improve the skills of our students, we also capture plenty of great images throughout the week, both in the water and on the beach.

Surfing is the go-to pastime at our Summer Surf Camps, but we have plenty of fun drills, games, challenges, arts and crafts and other activities to wear out any grom.

Our surf camps are crafted to help kids become lifelong surfers. We also focus on ocean awareness, the global surf community and discuss careers in surfing, as well as equipment, etiquette and life lessons. Each week we have a friendly surf contest and a mini beach luau to celebrate on Fridays.

Weekly Outline:

Monday - Meet and greet, ice-breakers, safety discussion, swim and surf assessment, ocean activity time

Tuesday - Surf Camp Lesson 1: Currents, Critters and Waves, Ocean time with SEA Coaches

Wednesday - Surf Camp Lesson 2: Foundational Skills, ocean time with SEA Coaches

Thursday - Surf Camp Lesson 3: What is health? How surfing helps us feel great, ocean time with SEA Coaches

Friday - Surf Camp Lesson 4: "Our Surfing Toolbox of skills", friendly surf competition and lunchtime luau

STAND UP PADDLEBOARDING PROGRAMS

Private Stand Up Paddleboarding Lessons - One on one private coaching with one of our expert SEA SUP Coaches.

Number of Surfers per session: 1

Price: \$125/session (1.5 hours)

Summary of Material Covered:

Private SUP Lessons cover the foundational skills that are essential to novice paddler safety and success, ensuring that each paddler develops the correct habits to help them truly become confident and independent in flat water environments, as well as in the ocean. Common mistakes are reviewed and correction cues are provided. Positive and immediate feedback from our expert SUP Coaches in a private setting is an excellent way to make progress and identify areas that have room for improvement. Each paddler is treated as an individual, with their own goals, confidence, abilities and expectations and each private session is custom tailored to maximize the experience for each paddler, whether they are a local resident or a visitor to the City of San Diego.

Each Private SUP Lesson is accompanied by a "Local Knowledge" discussion, where our SEA SUP Coaches share information on the unique beaches of San Diego, the weather patterns that affect this stretch of coastline, the great

organizations that exist in the area and across the planet that work towards protecting the coastlines, local marine life you may encounter in the waters around San Diego, and great surf related destinations to visit in San Diego, to name a few topics.

Session Outline:

15 Minutes - Discuss ocean and beach safety, equipment, ideal positioning, grip, stance, paddling, turning, slowing and entry and exit points.

15 Minutes - Go over the Foundational Skills for safely using a SUP and navigating the board in the ocean.

45 Minutes - Stand Up Paddle time with immediate feedback provided by the SEA SUP Coach

15 Minutes - Debrief. Breakdown session. What went well? What was challenging? What should we focus on moving forward?



Group Stand Up Paddleboarding Lessons - Group sessions with our expert SEA SUP Coaches.

Number of Surfers per session: 2+

Price for 1.5 Hour Session:

\$75/surfer for 6 surfers or more

\$85/surfer for 5 surfers

\$95/surfer for 4 surfers

\$105/surfer for 3 surfers

\$115/surfer for 2 surfers

Summary of Material Covered:

Group SUP Lessons cover the foundational skills that are essential novice paddlers' safety and success, ensuring that each paddler develops the correct habits to help them truly become confident and independent in flat water environments, as well as in the ocean. Common mistakes are reviewed and correction cues are provided. Positive and immediate feedback from our expert SUP Coaches in a private setting is excellent way to make progress and identify areas that have room for improvement. Each paddler is treated as an individual, with their own goals, confidence, abilities and expectations and each private session is custom tailored to maximize the experience for each paddler, whether they are a local resident or a visitor to the City of San Diego.

Each Group SUP Lesson is accompanied by a "Local Knowledge" discussion, where our SEA SUP Coaches share information on the unique beaches of San Diego, the weather patterns that affect this stretch of coastline, the great organizations that exist in the area and across the planet that work towards protecting the coastlines, local marine life you may encounter in the waters around San Diego, and great surf related destinations to visit in San Diego, to name a few topics.

Session Outline:

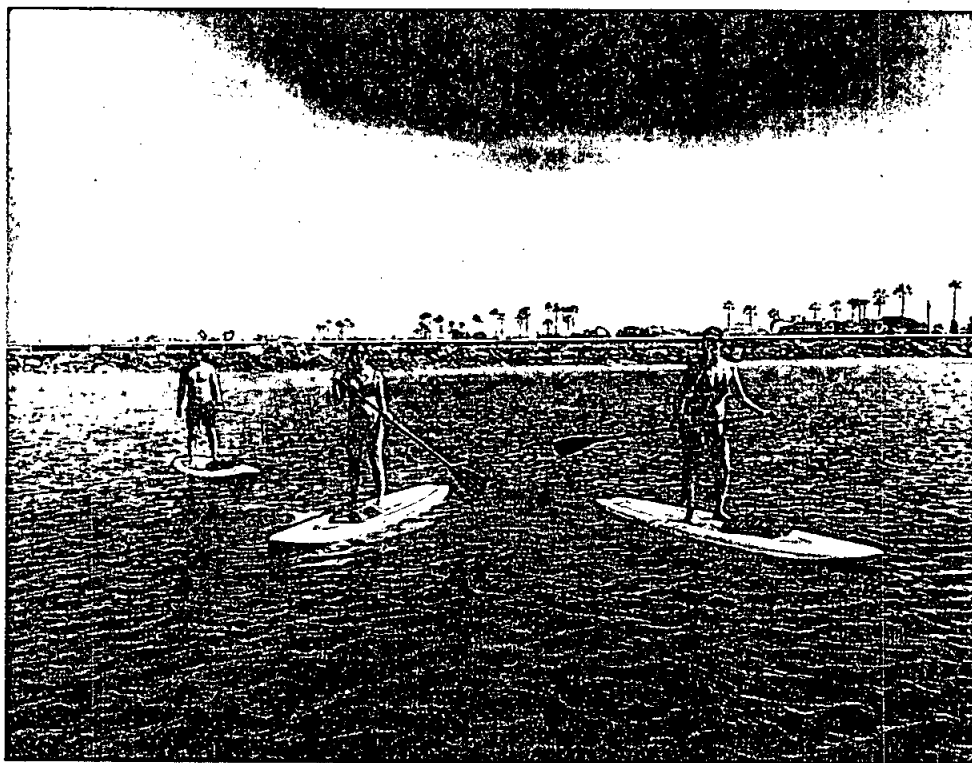
15 Minutes - Discuss ocean and beach safety, equipment, ideal positioning, grip, stance, paddling, turning, slowing and entry and exit points.

15 Minutes - Go over the Foundational Skills for safely using a SUP and navigating the board in the ocean.

45 Minutes - Stand Up Paddle time with immediate feedback provided by the SEA SUP Coach

15 Minutes - Debrief. Breakdown session. What went well? What was challenging? What should we focus on moving forward?

Available at: La Jolla Shores site



Private Stand Up Paddleboard Coaching

Number of Surfers per session: 1

Price: \$145/session (1.5 hours)

Summary of Material Covered:

Private SUP Coaching helps the intermediate level paddler improve upon their techniques, stamina, and mindset. Our SUP Coaches help each paddler refine their stroke, their posture, and their equipment, assisting each athlete in improving upon their personal best, while setting goals for the future. Athletes also have the ability to work with our coaches on nutrition, cross training and mental preparation.

We use state of the art photo and video analysis tools to help increase the learning curve of our athletes and incorporate this into our SUP training and coaching as well. Sessions are reviewed, mistakes are identified and correction cues are provided. Positive and immediate feedback from our expert SUP Coaches in a private setting is excellent way to make progress and identify areas that have room for improvement. Each paddler is treated as an individual, with their own goals, confidence, abilities and expectations and each private session is custom tailored for to maximize the experience for each paddler, whether they are a local resident or a visitor to the City of San Diego.

Each Private SUP Coaching Session is accompanied by a "Local Knowledge" discussion, where our SEA SUP Coaches share information on the unique beaches of San Diego, the weather patterns that affect this stretch of coastline, the great organizations that exist in the area and across the planet that work towards protecting the coastlines, local marine life you may encounter in the waters around San Diego, and great surf related destinations to visit in San Diego, to name a few topics.

Session Outline:

15 Minutes - Discuss safety, goals, strengths, and areas of opportunity.
(Feedback from previous sessions for returning athletes)
15 Minutes - Go over the Foundational Skill Lesson for the day
45 Minutes - One on one water time with the SEA SUP Coach
15 Minutes - Debrief. What went well? What was challenging? What should we focus on moving forward?



REGULARLY SCHEDULED SUP PROGRAMS

SUP Fitness - SUP training to get a nice workout, build up cardiovascular capacity and to learn how to conserve energy while paddling and in the ocean.

Number of Surfers per session: 1 - 15

Price:

\$59/session (1.5 hours)

Or SEA memberships starting at \$149/month

Summary of Material Covered:

SEA offers programming to help paddlers to add longevity to their paddle sessions, paddle faster, paddle longer, and be more safe in the ocean by being in better overall "paddle shape". SEA can help paddlers, and anyone who wants to get involved, get in excellent shape with our SUP Fitness course.

Session Outline:

15 Minutes - Discuss how fitness and cross training compliment SUP
15 Minutes - Go over the SUP Fitness Lesson for the day
45 Minutes - SUP, fitness, and cross training circuit
15 Minutes - Cool down and debrief. What went well? What was challenging?
What should we focus on moving forward?

SUP Endurance - SUP training to get an intense workout, get in the best shape of your life, and improve your speed and stamina.

Number of Surfers per session: 1 - 15

Price:

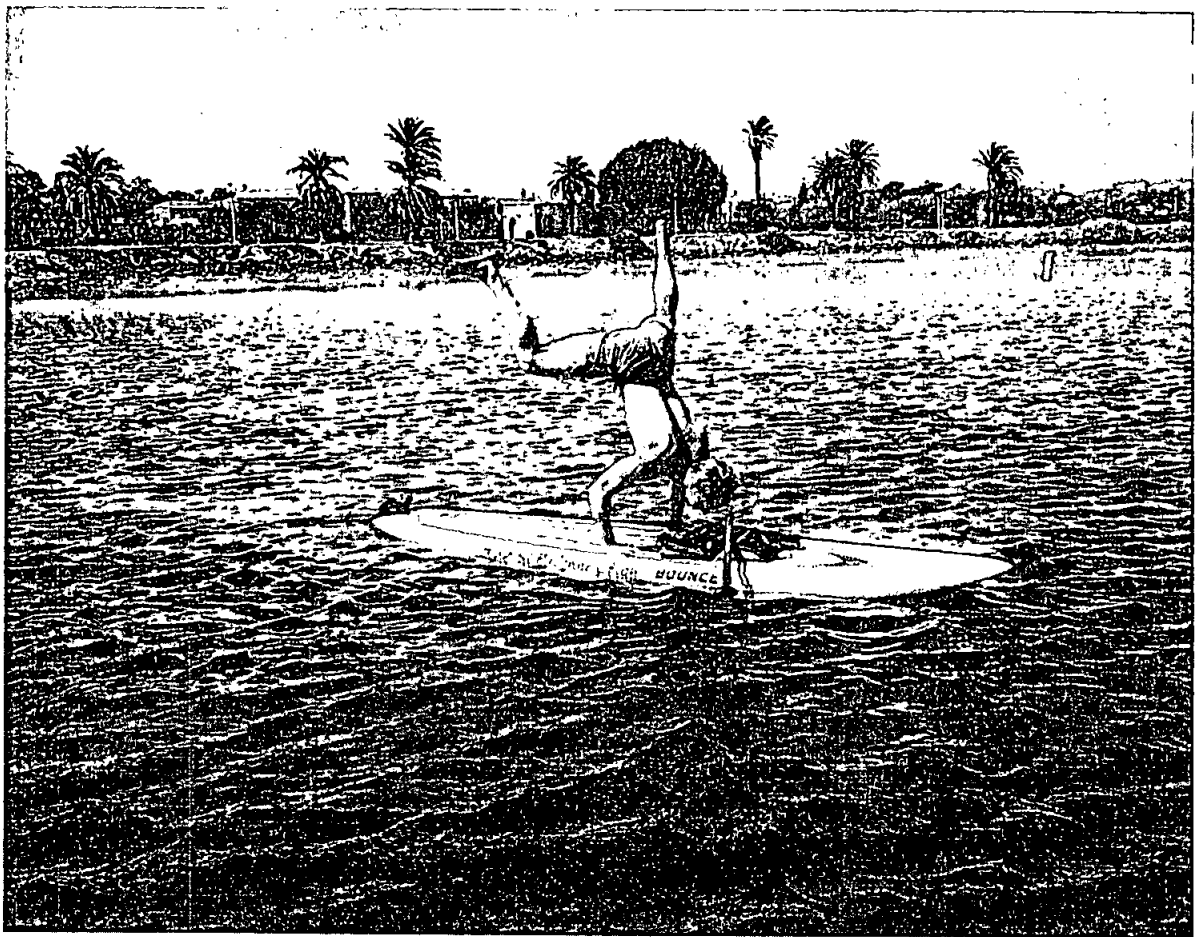
\$59/session (1.5 hours)
Or SEA memberships starting at \$149/month

Summary of Material Covered:

This program is designed for those who want to truly get a great workout and feel their personal best, or for serious athletes who want to improve their endurance, and focus on their times. There is also a great social component to this program, as the athletes motivate each other with a bit of friendly competition.

Session Outline:

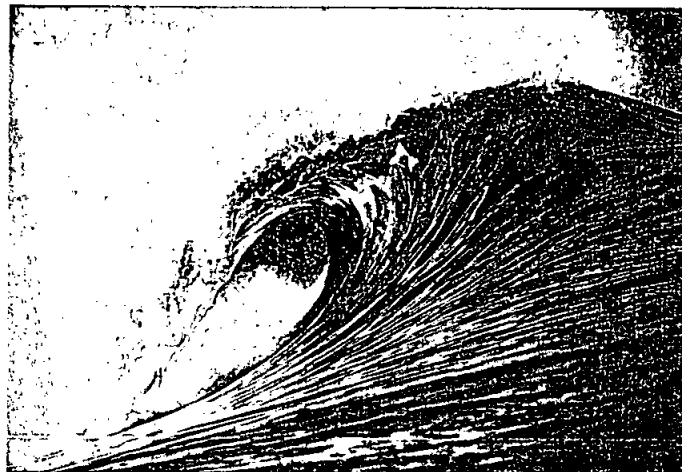
15 Minutes - Stretching, breathing, mental preparation
15 Minutes - Go over the SUP Endurance Lesson for the day
45 Minutes - SUP, Endurance, and cross training circuit
15 Minutes - Cool down and debrief. What went well? What was challenging?
What should we focus on moving forward?



"Local Knowledge" - Interpretive Programs & Discussion Topics

All SEA programs and sessions are accompanied by educational discussions with topics including but not limited to:

- Sustainable Surf Tourism
- Local Marine Creatures
- San Diego wave anatomy
- Topography of Blacks Beach and the submarine canyon off of Scripps Pier
- Information about the Scripps Pier, UCSD and the Birch Aquarium
- Best practices for being a conscious surf traveler
- General water safety procedures
- Great local resources for surfers
- Information about surfing equipment, surf competitions, surf destinations
- Knowledge about the history of surfing
- Local surf history and local legends and icons
- Recommendations for cross training and other complimentary activities
- Using surfing as our natural high, staying positive and make good choices
- Inside knowledge about the surf industry
- Expertise about wave pools and surf parks
- Advise and knowledge about adaptive surfing, opportunities and events
- Greater connections for the global surf community



EDUCATIONAL PROGRAMS

A few times a year SEA offers specialized Educational Programs to train Surf and SUP Instructors, Coaches and Judges. SEA is the exclusive provider of the International Surfing Association (ISA) Educational Programs in the United States. These programs include the international certification courses for Surf Instructors, Surf Coaches, Stand Up Paddle (SUP) Instructors, and Surf Judges.

Recognized by the International Olympic Committee as the world governing authority for the sport of surfing, the ISA Surf Coaching & Instructing Educational Program is the international standard for accreditation of Coaches and Instructors in the surf school industry.

Additional official recognition acknowledging the relevance and appropriateness of the content of the ISA courses comes from the Australian Coaching Council accreditation of the Surfing Australia courses, from which the ISA programs have been customized for international use. OVER twenty-five years of very successful development is contained in these programs and approaches.

ISA Surf Instructor Certifications

The objectives of the ISA Coaching & Instructing Program:

- To establish an international system of Coaching and Instructing Courses, improving the safety and efficacy of surf instruction around the world.
- To further develop, through educational programs, a body of knowledge on which Coaches and Instructors may draw.
- To provide Coaches and Instructors with employment opportunities, encouragement and support.
- To advance SUP and Surf coaching and instructing as a globally standardized and highly professional activity with stringent requirements

ISA SURF LEVEL 1

This course offers a baseline of global knowledge for best practices for surf instruction and is a necessity for any surf instructor

Prerequisites: Must be a competent surfer

Follow Up Requirements: In order to receive the ISA Surf Level 1 certification from the ISA participants must complete the following, in addition to sitting the course:

- ISA Surf Level 1 Workbook
- 20 documented practical hours
- Obtain a valid Water Safety Certification



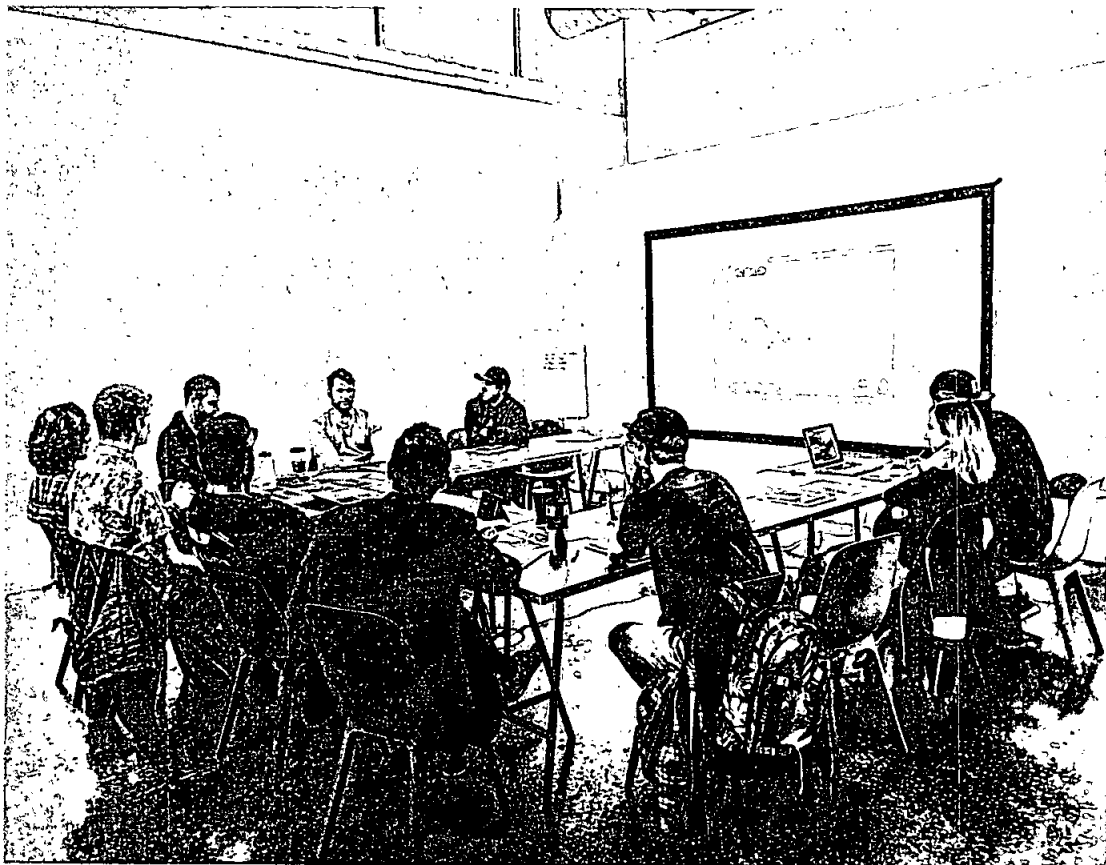
ISA SURF LEVEL 2

This course is designed to build on the fundamental skills offered in the ISA Surf Level 1 course by furthering the development of surfing skills and ocean knowledge of participants. This course is recommended for lead Surf Instructors, management staff at Surf Schools, Surf Coaches, surf clubs, and surf teams.

Prerequisites: ISA Surf Level 1 Certification

Follow Up Requirements: In order to receive the ISA Surf Level 2 certification from the ISA you must complete the following, in addition to sitting the course:

- ISA Surf Level 2 Workbook
- 20 documented practical hours
- Obtain a valid Water Safety Certification



ISA SUP INSTRUCTOR CERTIFICATIONS

ISA SUP FLAT WATER

This is an introductory course for Stand Up Paddle coaches and instructors and offers the basic skills and considerations for using a SUP in a flat-water setting and offers best practices for teaching and instructing others safely.

Prerequisites: Must be a competent Stand Up Paddler

Follow Up Requirements: In order to receive the ISA SUP Flat Water Certification from the ISA you must complete the following, in addition to sitting the course:

- ISA SUP Flat Water Workbook
- 20 documented practical hours
- Obtain a valid Water Safety Certification



ISA SURF JUDGING AND OFFICIATING COURSE

The ISA Judging & Officiating Development Program is a comprehensive educational program that has been identified by leading sporting organizations as the world's' best educational practice in the development of quality accredited surfing officials. This Program is the result of 15 years of research and development, and is designed to compliment all ISA Development Programs.

The ISA is committed to the continued success of surfing as a sport worldwide and recognizes the need for a standardized accreditation course for sport officials. The quality and credibility of every competition hinges on the education of our officials. A globally standardized education program for Judges ensures that the athletes receive identical feedback on their performance regardless of the place of competition. All judges that complete the ISA Judging & Officiating Accreditation Course are registered as ISA International Judges. All accredited and registered Judges are eligible to officiate at all ISA events and for National Governing Bodies at their sanctioned events.

All major surfing events utilize the ISA Judging Criteria and it is important for any serious Surf Coach to understand this criteria.

LIFEGUARD SAFETY REQUIREMENTS

Surf Education Academy goes above and beyond to deliver safety and best practices and we always plan ahead for every session on every day to ensure everything is in order for safe and rewarding surfing experiences for the surfers or paddlers in our care.

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

Surf Education Academy will strictly adhere to the Lifeguard requirements and will never exceed 50 students per site or 25 students in the water at any given time. All students, on land in the water, will be accompanied by our expert Surf Coaches in the ratios outlined below.

2. Identifying Markers:

All SEA Surf Coaches will wear RED rashguards with the Surf Education Academy name and logo. All SEA students will wear YELLOW rashguards with the Surf Education Academy name and logo.

All SEA Adaptive Surfers will wear ROYAL BLUE rashguards with the words "ADAPTIVE SURFER" clearly displayed, along with the Surf Education Academy name and logo. Additionally, we will have special ROYAL BLUE rashguards available for visually impaired surfers with the words "VISUALLY IMPAIRED" clearly visible, along with the Surf Education Academy name and logo.

3. Student to instructor ratios:

SEA will clearly adhere to the Lifeguard requirements, ensuring there will always never be more than five surfers to one SEA Surf Coach. All SEA Surf Coaches will be American Red Cross certified, plus additionally certified to the standard of global best practices in the surf industry, clearly outlined in the following points.

4. Beach Access:

At no time will SEA exclude the public from any site. Additionally, Beach and Lifeguard access will be kept clear at all times. Surfboards will be kept in a position that does not obstruct beach access or block the Lifeguards' line of site.

5. Concession Site/Location:

SEA will always operate from our assigned Site on the beach and our water-operations will take place in the immediate surfing area in front of our beach Site. The Lifeguards may approve an alternate water operations site based on safety conditions. SEA 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 stand up paddleboards (SUP) are not able to be launched in front of the SEA 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 will have proper carriage requirements, including personal floatation device (PFD). Furthermore, the SUPs will remain outside the surf at all times.

6. Equipment

SEA will only provide soft foam surfboards with a leash to novice surfers. Intermediate surfers may use hard surfboards equipped with a leash, nose guard and tail protection.

SEA has a range of surfboards available for our clients and members to try so they can best fine tune their equipment and find the surfboards that work the best for them. All surfers must graduate from the foam surfboards by proving they are competent in the key safety skills (covering your head, keeping your surfboard to the side, etc.) before being allowed to ride any hard surfboards.

SEA has a range of Stand Up Paddleboards and Boogie Boards available for our guest, from novice to intermediate, and each SUP participant is provided a personal floatation device.

All SUPs will have a leash, a personal floatation device (PFD) and will remain outside of the surf zone.

We also provide full wetsuits, rashguards, sunscreen, water, and wetsuit booties upon request.

7. Minimum Requirements for Instructors

BACKGROUND CHECK AND SAFE SPORT

All SEA Coaches, Instructors and Team Members go through an extensive background check to adhere to global best practices and Safe Sport guidelines.

SEA IN-HOUSE TRAINING AND SEA TEAM MEMBER MANUAL

Additionally, all SEA Coaches, Instructors and Team Members go through an extensive and exhaustive in-house SEA Training and onboarding process, which covers all policies, protocols, procedures and expectations and provides detailed guidance for each position and associated responsibilities, as well as comprehensive training on SEA operating systems. All SEA team members will receive a Sea Team Member Manual.

DRUG FREE WORKPLACE

SEA is a Drug Free Workplace and we have created a "Drug Free SEA" policy and awareness program, which abide by the omnibus drug legislation passed by Congress in 1988.

MINIMUM AGE

The minimum age for a SEA Surf Instructor or Coach is 18 years of age.

REQUIRED CERTIFICATIONS

All Surf Coaches employed by SEA will hold the following minimum certifications:

1. Water Safety Certification- Must possess one of the following certifications:
 - a. American Red Cross, "Lifeguarding"
 - b. Miramar College, "Introduction to Open Water Lifeguard"
 - c. Water Safety Specialist, "Surfing Instructor Training"
 - d. International Lifesaving/International Surfing Association
 - e. Other certification whose curriculum is approved by the Lifeguard Division
2. CPR Certification - Must possess one of the following CPR certifications:
 - a. American Red Cross
 - b. American Heart Association
 - c. Any other nationally recognized basic CPR training with certification

3. First Aid Certified - Must possess one of the following certifications:
- a. Emergency Medical Technician
 - b. American Red Cross Emergency REsponse
 - c. American Red Cross First Aid Basic
 - d. Wilderness First Responder
 - e. Any other nationally recognized first aid course with certification

SPORT SPECIFIC CERTIFICATIONS

- All SEA Surf Coaches are required to be ISA Level 1 Surf Instructor certified.
- All SEA Managing Surf Coaches are required to be ISA Level 2 Surf Coach certified.
- All SEA SUP Coaches are required to be ISA SUP Flat Water Instructor certified.

Surf Education Academy goes above and beyond to reach global best practices in the surf industry and we require all of our Surf Coaches obtain certification through the ISA.

One of the core mottos at SEA is, "Be the Fire Marshall, not the Fireman." We believe it is much better to prepare adequately for all possible scenarios, instead of having to react to challenges or dangerous situations that could have (and should have) been prevented by proper planning.

Currently, the City of San Diego only requires that Surf Instructors obtain a water safety certificate and maintain a valid CPR certification, which is all very valuable and highly recommended. However, the City of San Diego does not currently require any sport specific knowledge about how teach surfing or SUP safely and properly.

The ISA certifications are *required* for Surf Instructors and coaches in most countries that have surfing tourism and sports markets, including Australia, Brazil, South Africa, all over Europe and most nations with surfing programs.

In addition to the certifications that we require, all SEA employees are hired for their ability to be exceptional, life-changing coaches who have the ability

to move our students in and out of the water, inspiring confidence that transcends the ocean. Our team at SEA is comprised strictly of individuals with the most desirable personalities who represent our beautiful city of San Diego as model ambassadors.

EQUAL OPPORTUNITY EMPLOYER

SEA is an equal opportunity employer and we seek to employ residents of San Diego.

8. Waivers:

SEA will keep 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, will be onsite at all times. Prior to the initial class, SEA will arrange with the Lifeguard for an initial equipment and first aid safety inspection.

Additionally, SEA also keeps on site a cell phone for communication with SEA Headquarters and any necessary emergency response, swim fins and rescue board.

SEA also keeps on hand plenty of sunscreen and water to prevent sunburn and dehydration of our clients.

10. Emergency Response Plan

SEA has a thorough Emergency Response Plan in place and we cover all aspects of the plan with each of our team members, so that there is clear communication and action steps in place for emergencies of all kinds.

We are firm believers in being prepared for every session by having a vast understanding of who our students are, their confidence and skill levels in the ocean, and any special considerations. We always work to prevent incidents from occurring before they take place by offering proper guidance and education to our students and the general public. With that said, we have a detailed Emergency Response Plan in place that has very specific protocols for different situations.

The following plan is a basic outline of response and readiness for Surf Education Academy during emergency situations. More specific details follow in regards to various water related emergencies and Minor and Major land based emergencies. The plan is thoroughly read, covered and studied by each employee and team member of SEA:

ALL SEA TEAM COACHES MUST BE WELL VERSED IN THE FOLLOWING DROWNING PREVENTION STRATEGIES, SURF INSTRUCTOR RESCUE TECHNIQUES, AND EMERGENCY ACTION PROTOCOLS:

- General Emergency Procedures
- General Rescue Procedures for Water Emergencies
- General Rescue Procedures for Land Based Emergencies
- Scanning
- Ladder of Risk
- Rescue with rescue board or surfboard of conscious victim
- Rescue with rescue board or surfboard of unconscious victim
- Use of the Torpedo Buoy or other floatation device for conscious victim
- Use of the Torpedo Buoy or other floatation device for unconscious victim
- Use of the Torpedo Buoy or other floatation device for multiple victim rescues
- Use of the Torpedo Buoy or other floatation device for removal of victim from deep water with a suspected spinal injury
- Rescue of victim with no floatation device
- "Buddy Paddle" / "Save a mate"

Additional Emergency Scenarios that SEA Team Members are trained and prepared for:

- Lost Child procedure
- Extreme weather conditions - lightning (reverse triage)
- Civil unrest/terrorist/shooting
- Fire procedures
- Earthquake and Tsunami Action Plan

EMERGENCY CONTACT NUMBERS

Emergency Situation - 911

Lifeguards (emergency) - (619) 221-8800

Lifeguards (non-emergency) - (619) 221-8899

Police (non-emergency) - (858) 484-3154

Poison Control - (800) 222-1222

SEA HQ - (858) 208-7533

GENERAL EMERGENCY PROCEDURES:

1. RECOGNIZE
 - Recognize there is an emergency
2. ACTIVATE EMERGENCY RESPONSE PLAN AND SIGNAL
 - Activate ERP and signal others
 - Contact EMS if necessary
 - On water: Lifeguards: (619)221-8800
 - On Land: 911
3. RESCUE
 - Perform Rescue or provide care
 - Is the scene safe to enter?
 - Primary Assessment (life threatening)
 - Secondary Assessment
 - Clear the water if necessary
 - Evacuate or pass off care if necessary
 - Secondary rescuers: ensure EMS is called, assist, guide EMS to site, control bystanders, notify SEA HQ
4. FOLLOW UP
 - Report the incident
 - Incident report

- Work with authorities if necessary
- Check equipment
- Debrief

OCEAN CONDITIONS AND VENUE ANALYSIS

Ensure that the ocean conditions are safe to conduct class based on the skill levels of the instructor and the students. Ensure the venue is safe of hazards and anticipate any challenges that may present themselves.

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

SEA 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

SEA 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.

EMERGENCY EQUIPMENT ON SITE

Rescue Board

Emergency Bag

- First Aid Kit
- Safety Blanket
- Flare/smoke can
- Water
- Swim fins
- Cell phone
- Sunscreen
- "Jellyfish juice" (vinegar)

Communication Tools

- Cell phone
- Flares and smoke cans

DETAILED EMERGENCY RESPONSE PLAN

All SEA Surf Coaches must be well versed in the following:

SURF INSTRUCTOR PREVENTION AND RESCUE TECHNIQUES

SCANNING

It is always best to act in a preventative manner to ensure the safety of ourselves, the surfers in our care, and other beach goers. Scanning is a preventative measure which involves constantly looking left to right, back and forth, and near and far to observe the scene safety, including but not limited to the surfers in your care, the ocean, other people, weather, hazards, etc.

Scanning helps us identify problems before they occur and we can often prevent rescue situations by:

- a. Talking to people that seem "out of place" about the hazards of the ocean and the venue and safety rules and precautions to minimize risk.
- b. Distancing ourselves from potential hazards or hazardous people to avoid danger
- c. Keeping our eyes on hazardous people to ensure they do not get into an unsafe situation.

A few things to watch for while scanning:

- a. Poor swimmer
- b. Swimmers becoming tired or weak
- c. Unattended children
- d. People who are knocked over by waves
- e. Rule violators
- f. Unnatural or excessive splashing with arms
- g. Poor swimmers going out over their heads
- h. People in the water with street clothes on
- i. People possibly under the influence of alcohol or drugs
- j. Body boards without leash
- k. Drop offs or holes
- l. Rip currents
- m. people who look out of place
- n. Backwash
- o. Drift
- p. Sandbars
- q. Hole between bar and beach
- r. Hazards

LADDER OF RISK FOR RESCUER

It is important to minimize risk whenever possible by using the ladder of risk to assess possible rescue techniques. Going into the water to rescue someone should be a last resort and done with extreme caution.

* Never enter into conditions that are beyond your ability and, if possible, always communicate with others on land before entering the water.

Voice – Yell to the victim. Examples: "Stand up!", "Stay calm, help is on the way", "Swim that way!", "Stay on your board!"

Reach – Try to reach the victim by extending an object for them to grab onto so that you can pull them to safety.

Throw – Throw an object to the victim for them to float on and/or to reel them in. Examples: Rescue Buoy, pool floatation ring, a rope, a surfboard, anything that floats

Row - Paddle or row something to the victim. Examples: Boat, rescue board, surfboard, SUP, kayak, etc.

Go – If no other resources are available or not viable options, then you "go" into the water to swim to your victim.

WATER RELATED EMERGENCIES

RESCUE WITH A RESCUE BOARD OR SURFBOARD: UNCONSCIOUS VICTIM

1. Approach victim using a "J" shape and approach the victim parallel
2. Flip over the board and pull the victims arms over the board until the rail of the board is in the victim's armpits. Be sure and secure the victim by holding them firmly.
3. Flip the board over, use your feet or knees on the rail of the board for extra leverage as you pull, if needed. This will help pull the victim further up on the board.
4. Swing the victims legs on the board
5. Begin to paddle, taking care to secure the victim through the surf zone. Cover the nose and mouth as best as possible to prevent further ingestion of more water.

6. Get victim to hard pack sand, a boat deck or another firm surface to begin CPR.

RESCUE WITH A BOARD: CONSCIOUS VICTIM

1. Approach victim using a "J" shape and approach the victim from behind and move parallel to the victim
2. Use clear communication to explain you are here to help.
3. If the victim is non aggressive or panicked assist them onto the board by asking them to grab the rails and pull up their chest and swing up their feet.
4. The victim is pinned to the board while the rescuer paddles in, being cautious to maintain the victim while negotiating the surf.
 - If there are multiple victims then the board can be turned sideways and everyone can grab on. The rescuer can wait for more help to come and assist. If no help is available than the rescuer would move slowly towards shore with each victim holding tightly.

USE OF BUOY OR FLOATATION DEVICE FOR CONSCIOUS VICTIM

If other equipment is not available, you must swim and take a torpedo buoy or another other floatation device.

When to use:

- a. For rescues a short distance away
- b. For rescues in the bathing area
- c. When a rescue board, PWC or boat *are not* available or practical.

When inadvisable to use:

- a. For rescues where a long water distance must be covered
- b. When a rescue board, personal watercraft or surfboat *are* available.

1. When the rescuer is going out for a rescue, he holds the torpedo buoy while running through the shallow water. When the water becomes too deep for running, he drops the torpedo buoy to his side. This procedure will keep him from getting entangled in the torpedo rope. When the water is too deep to run, the rescuer dolphins until swimming becomes faster. Dive under waves encountered in the surf zone and grab the bottom on very large waves.

2. The rescuer stops just out of reach of the victim and puts the torpedo buoy between his/herself and the victim.

3. It is important to talk to the victim during this process. Explain what you are doing, and assure them that everything will be fine.
4. When the victim grabs the buoy, the rescuer can proceed to shore by towing the victim or...
5. If the victim is weak, the rescuer goes behind the victim and secures the victim on the buoy before returning to shore.
6. Tell a victim when a wave is coming so they can hold their breath or if they cannot do it themselves you must cover their nose and mouth for them.

USE OF BUOY OR FLOATATION DEVICE FOR UNCONSCIOUS VICTIM

1. Place the victim's arms on top of the torpedo with the victim's back to the rescuer. The rescuer then puts his arm under the victim's armpit and holds the buoy against the victim's chest. Check breathing, consider rescue breathing with protection.
2. Proceed to the shore by swimming
3. Get an unconscious victim to shore the fastest way possible. Make sure that the victim's face is out of the water. Cover the victim's mouth and nose when a wave passes over.

USE OF BUOY OR FLOATATION DEVICE FOR MULTIPLE VICTIMS

1. A rescuer will approach and assist the victim in the most trouble first. Additional victims may be assisted by bringing the buoy to the victim or bringing the victim to the buoy using non-equipment rescue techniques.
* Your judgment is necessary with multiple victims because every situation is different.
 - Conscious victims may hang on to the buoy in a multiple rescue.
 - Unconscious victims must be held onto the buoy by a rescuer.
2. When all victims are secure, the lifeguard and victims may proceed to shore by swimming.

USE OF BUOY OR FLOATATION DEVICE FOR REMOVAL OF VICTIM FROM DEEP WATER WITH A SUSPECTED SPINAL INJURY

1. If the victim is face up, the first rescuer will approach the victim from the side facing the victim while carefully moving the victim's arms parallel to the side of the victim's head. The rescuer's right hand secures the victim's right arm and left hand secures the left arm. The rescuer will grasp the victim's arm between the shoulder and elbow. The victim's arm must then be held securely against the victim's head at about the ears. The rescuer's hand holding the victim's far arm will be under the victim's head. This method of immobilization is referred to as the head splint method.

If the victim is face down, the rescuer will approach the victim from the side. The rescuer will move the victim's arms carefully to the side of the victim's head. The rescuer's right hand will grasp the victim's right arm between the elbow and shoulder while doing the same with the left hand and left arm. The victim's arms are held securely against the victim's head to maintain in-line stabilization of the neck and body. To rotate the victim to a face-up position, push the victim's near arm under water while pulling the victim's far arm toward you. The rescuer now has one arm under the victim's head grasping the far arm with the other hand holding the near arm. Maintaining pressure on both the victim's arms against his/her head allows for in-line stabilization of the head and neck.

2. If additional support of the back is needed, the lifeguard can maintain pressure on the victim's near arm with his/her chest while supporting the victim's back with his/her free arm. Holding a rescue buoy with the arm supporting the lower back or hips is an option for more buoyancy.

3. The single rescuer should now make his/her way to shore or to a location where it is safe to await assistance while maintaining head splint with victim's head toward in coming surf.

4. When a second rescuer arrives, this person will support the hips and legs while holding the rescue buoy similar to if additional buoyancy is needed.

5. At this point, a decision is made based on conditions to:

- a. Remain at this location and wait for a backboard
- b. Move the victim to a safer location and await backboard
- c. Bring the victim to shore before attempting to backboard the victim

6. a. If a decision is made to remain at the present location, when the backboard arrives, the rescuer applying the head splint will carefully move to a position above the head maintaining head splint, so the backboard can be

placed under the victim. The victim is now moved to shore where the victim is secured to the backboard.

b. If a decision is made to move to a safer location or shore, the rescuer applying the head splint will carefully move from the side of the victim to a position above the head maintaining the head splint. The victim will now be moved feet first to a safer location. The head splint rescuer's back is to the waves to shield the victim from wave action. Rescuers will remain in this safer location until other rescuers arrive with a backboard. When the backboard arrives, the rescuer applying the head splint will maintain the head splint from a position above the victim while the backboard is positioned under the victim. While maintaining the head splint move the victim to shore where the victim is secured to the backboard as described in section.

c. If a decision is made to move the victim to shore without a backboard, the rescuer supporting the head will carefully move from the side of the victim to a position above the victim maintaining in-line stabilization with the head splint method. The victim will now be moved feet first to shore. The rescuer using the head splint method will have his/her back to oncoming waves to shield the victim.

- As the victim gets closer to shore, additional rescuers will help carry the victim to shore to await the backboard.

- If three rescuers are not available, the rescuer applying the head splint will move back to the victim's side using his/her chest and one arm to maintain the victim's arms against the head. The rescuer's other arm is now free to lift and support the victim's back as the second rescuer supports the victim's mid-section.

- The victim will be placed on the beach or backboard while maintaining in-line stabilization. The victim will be secured to the backboard.

NOTE:

The victim's airway, breathing and pulse should be assessed as soon as possible after immobilization is accomplished in water. Swim fins may be helpful in deep water.

RESCUE A VICTIM WITH NO FLOATATION DEVICE

1. Communicate with others (whenever possible) to call for help (lifeguards or 911) and let them know that you are entering the water to perform a rescue.

2. If the victim is conscious, communicate to them that you are here to help and tell them to remain calm.

3. Take a rear approach to the victim and use a seat-belt style grip over one shoulder and under the opposite armpit.

- If the victim is not calm or trying to take you under kick them away and attempt another approach. Swim beneath the victim and surface at their back to obtain your grip.

4. Position the victim's face and chest towards the sky and rotate your body so your chest is facing up, but your hip is also pointed towards the sky, so that the victim's lower back and butt are resting on your hip. Use your chest to provide buoyancy for the victim's head and upper body and use your hip to prevent the victim's legs from sinking.

5. Kick towards shore. If the victim is unconscious cover their nose and mouth when waves are approaching to avoid the victim ingesting water. If they are conscious tell them to close their nose and mouth when waves are approaching.

BUDDY PADDLE / SAVE A MATE

1. Approach the fatigued or drowning victim and keep a distance. Communicate that it will be ok and you are here to help.

2. If they have a surfboard and are too fatigued to paddle out of a current or get themselves safely to shore you can have them stay on their board and grab your ankles or your leash and you can paddle and tow them to safety. If they do not have a surfboard, boogie board or floatation device, there are options depending on the size of the victim and the board available for the rescue: For a smaller victim or child, place them on the board and clamp them to the board and paddle and kick them to safety. For a larger victim, you can either turn the board sideways so you and the victim can hold on and kick to safety, or the victim can roll to their back (belly to the sky) and hook their arms around your legs and rest their head on the back of the board as you paddle to safety.

LAND BASED EMERGENCIES

MINOR EMERGENCIES

Minor Emergencies are classified as incidents or emergencies that can be addressed at the site. Examples: bumps, scrapes, bruises, sting-rays, dehydration, etc.

MAJOR EMERGENCIES

Require lifeguard intervention and may need to be passed to a higher level of care.

Examples: lacerations, head and neck injuries, broken bones, etc.

ADDITIONAL EMERGENCIES

LOST CHILD OR MISSING PERSON

If a child or person has been separated from the group, immediately activate procedures for finding a lost child or missing person:

LOST PERSON IN OCEAN/WATER

Issue immediate signal for all other kids/participants to exit water. (Loud whistle, wave hand over head signifying all kids to exit water to surf camp base.

- Notify the head coach on site/secure all other children in safe area under adult supervision

Immediately notify lifeguards

Institute a systematic search, beginning with high-risk areas

- Notify director (if not on site) at soonest possible moment it is safe/viable (Sean 858-208-7533) or Jessica if Sean is unavailable 858-254-9358.

If search is unsuccessful, notify police.

Notify parents.

LOST CHILD IN OTHER AREAS

- Assemble all other children in a secure place under supervision.

Notify the head coach on site/secure all other children in safe area under adult supervision

Notify lifeguards or any other local officials on duty
Institute a systematic search, beginning with high-risk areas (e.g., water)
Notify director (if not on site) at soonest possible moment it is safe/viable
(Sean 858-208-7533) or Jessica if Sean is unavailable 858-254-9358.
• If search is unsuccessful, notify police.
Notify parents.

FIRE ACTION PLAN

(Information from ReadyforWildFires.org on best practices for fire evacuation and safety)

- Have group meet at designated meeting spot
- If designated meeting spot is in affected in fire area yell and direct group to the safest area
- Identify safest and clear evacuation route.
- If evacuating group safely in a vehicle is not an option immediately direct group to evacuate safest known route
- If there is no safe land evacuation route available, direct group to ocean to stand in water at safe distance if safest option to avoid fire.

EARTHQUAKE & TSUNAMI ACTION PLAN

DURING EARTHQUAKE:

OUTDOORS:

- Drop, Cover, then Hold On. Cover your head and neck with your arms. Hold on to any sturdy furniture until the shaking stops.
- Crawl only if you can reach better cover without going through an area with more debris.
- If near slopes, cliffs, or mountains, be alert for falling rocks and landslides.
- If near ocean immediately retreat to higher ground
- Do not wait for tsunami warning proceed to higher grounds then asses the situation at that time.

IN OCEAN:

- Once earthquake stops head to beach immediately
- If near slopes, cliffs, or mountains, be alert for falling rocks and landslides.
- Do not wait for tsunami warning proceed to higher grounds then asses the situation at that time.

INDOORS:

- Drop, Cover, then Hold On. Cover your head and neck with your arms. Hold on to any sturdy furniture until the shaking stops.
- If inside, stay there until the shaking stops. DO NOT run outside.
- If in a vehicle, stop in a clear area that is away from buildings, trees, overpasses, underpasses, or utility wires.
- If near slopes, cliffs, or mountains, be alert for falling rocks and landslides.

AFTER EARTHQUAKE:

- Expect aftershocks to follow the largest shock of an earthquake.
- Check yourself for injury and provide assistance to others if you have training.
- If in a damaged building, go outside and quickly move away from the building.
- Do not enter damaged buildings.
- If you are trapped, cover your mouth. Send a text, bang on a pipe or wall, or use a whistle instead of shouting so that rescuers can locate you.
- If you are in an area that may experience tsunamis, go inland or to higher ground immediately after the shaking stops.
- Save phone calls for emergencies.

ACTIVE SHOOTER ACTION PLAN

(from Department of Homeland Security)

HOW TO RESPOND WHEN AN ACTIVE SHOOTER IS IN YOUR VICINITY

Quickly determine the most reasonable way to protect your own life. Remember that customers and clients are likely to follow the lead of employees and managers during an active shooter situation.

Account for students/clients/campers and immediately proceed to the following steps:

1. Evacuate

If there is an accessible escape path, attempt to evacuate the premises. Be sure to:

- Have an escape route and plan in mind
- Leave your belongings behind
- Help others escape, if possible
- Prevent individuals from entering an area where the active shooter may be. Keep your hands visible
- Follow the instructions of any police officers
- Call 911 when you are safe

2. Hide out

If evacuation is not possible, find a place to hide where the active shooter is less likely to find you.

Your hiding place should:

- Be out of the active shooter's view
- Provide protection if shots are fired in your direction and locked door)• Not trap you or restrict your options for movement

(i.e., an office with a closed

To prevent an active shooter from entering your hiding place:

- Lock the door
- Blockade the door with heavy furniture

HOW TO RESPOND WHEN AN ACTIVE SHOOTER IS IN YOUR VICINITY

- Lock the door
- Silence your cell phone and/or pager
- Turn off any source of noise (i.e., radios, televisions)
- Hide behind large items (i.e., cabinets, desks)
- Remain quiet

If evacuation and hiding out are not possible:

- Remain calm
- Dial 911, if possible, to alert police to the active shooter's location
- If you cannot speak, leave the line open and allow the dispatcher to listen

3. Take action against the active shooter

As a last resort, and only when your life is in imminent danger, attempt to disrupt and/or incapacitate the active shooter by:

- Acting as aggressively as possible against him/her
- Throwing items and improvising weapons
- Yelling
- Committing to your actions

How to react when law enforcement arrives:

- Remain calm, and follow officers' instructions
- Put down any items in your hands (i.e., bags, jackets)
- Immediately raise hands and spread fingers
- Keep hands visible at all times

- Avoid making quick movements toward officers such as holding on to them for safety
- Avoid pointing, screaming and/or yelling
- Do not stop to ask officers for help or direction when evacuating, just proceed in the direction from which officers are entering the premises

Information to provide to law enforcement or 911 operator:

- Location of the active shooter
- Number of shooters, if more than one
- Physical description of shooter/s
- Number and type of weapons held by the shooter/s • Number of potential victims at the location

11. Termination of Surf Camp Operations

SEA understands that the Lifeguards reserve the right to suspend or terminate surf camp operations based on safety considerations.

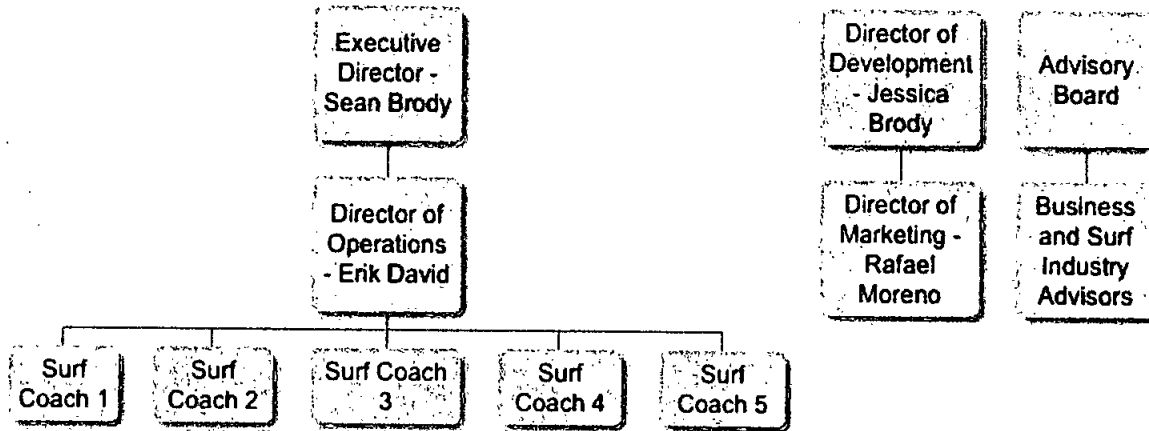
12. Notice of Violation

SEA 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.

SEA ORGANIZATION CHART



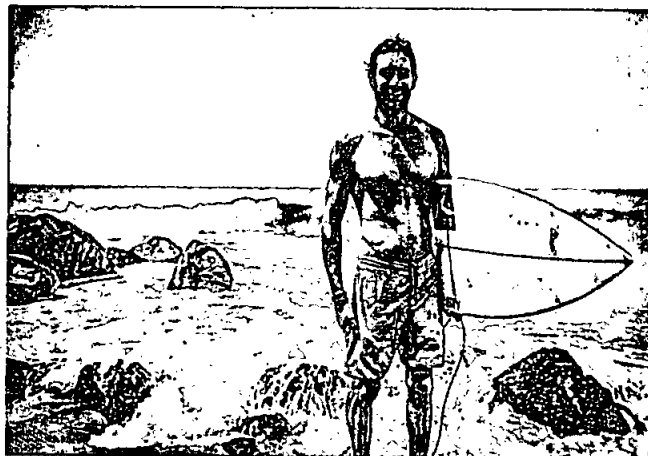
Sean Brody - Executive Director

The SEA Executive Director is responsible for:

- Coordinating with the Director of Development for budgeting and forecasting, guest experience, strategy and growth
- Work with Board of Advisers to fine tune the business
- Developing and implementing strategies to promote the brand mission and culture
- Representing SEA for any public relations and enhancing the profile of the brand
- Maintaining successful business operations
- Managing team members and interfacing with clients and athletes
- Building an effective team of self motivated leaders and coaches through detailed training and ongoing guidance
- Ensure daily operations are smooth and efficient
- Networking and building strategic partnerships

Sean Brody Bio:

Sean Brody was born and raised in San Diego and fell in love with Surfing at a young age. Mr. Brody spent a lifetime accruing experience in surfing education, safety and best practices, working in many countries across the world. He is renowned as an expert in the surf industry, his achievements as a Surf Coach and is well known for his altruistic endeavors through surfing and social impact and has a Master's Degree in Hospitality Tourism Management with an emphasis in Sustainable Surfing Tourism (SDSU).



Jessica Brody - Director of Development

The Director of Development is responsible for:

- Coordinating with the Executive Director for budgeting and forecasting, guest experience, strategy and growth
- Work with Board of Advisers to fine tune the business
- Manage all financials, including maintaining up to date profit and loss statements
- Handle Human Resources, staff onboarding and payroll
- Conduct administrative operations, including maintaining insurance requirements, business registration, etc.
- Oversee Director of Marketing and marketing plans
- Develop plans for new customer acquisition, repeat guests and membership growth
- Manage special events
- Identify community outreach and collaboration opportunities

Jessica Brody Bio:

Jessica Brody was born in Minnesota and after a brief stint in Hawaii she was bit hard by the surfing bug and settled in San Diego. Jessica has a Master's Degree in Strategic Leadership, which she has put into action with the plethora of projects she has been involved with. She sat on the Board of Directors for four years for the life-changing organization, Just in Time for Foster Youth, and played an integral role in developing a pathway for youth exiting the Foster Care system at the age of 18. Jessica's involvement with Surf Resource Network and Kwepunha Retreat in Liberia, West Africa have helped spawn and empower the first generation of female surfers in Liberia. Jessica continues to change lives while raising two beautiful kids, remaining active in Adaptive Surfing clinics, and driving development forward for Surf Education Academy.



Erik David - Manager of Operations

The SEA Manager of Operations is responsible for:

- Reporting to the Executive Director to make decisions for operational activities and set strategic goals
- Planning, monitoring and executing the day-to-day on-site operations to ensure safety and guest satisfaction
- Supervise and schedule Surf and SUP Coaches
- Regularly evaluate the efficiency of business procedures according to organizational objectives and apply improvements
- Implement SEA policies and culture
- Ensure the Coaching Staff is prepared for all sessions
- Manage guest experiences, team performance and operations on site

Erik David Bio:

Erik David is a San Diego resident, originally from Belgium, and is a seasoned Surf Coach with more than 7 years of experience coaching in a variety of countries and cultures. Mr. David is an ISA Certified Level 2 Surf Coach and can coach fluently in six different languages. He is passionate about teaching others to surf and his attention to detail is crucial in his leadership role.



Rafael Moreno - Marketing Manager

The SEA Marketing Manager is responsible for:

- Evaluating and developing marketing strategies and implementing marketing plans
- Planning, directing, and coordinating marketing efforts
- Researching demand and areas of opportunity for our services
- Competitor analysis
- Digital Marketing and Search Engine Optimization
- Managing Marketing Budget and advertising spend

Rafael Moreno Bio:

Rafael Moreno is a resident of San Diego who moved here from Venezuela many years ago with the dream of working in the surf industry. Mr. Moreno quickly secured an internship with the International Surfing Association, where accrued a wealth of knowledge in regards to surfing education, development, operations and media. He has spent several years refining his digital marketing skills, working in the surf industry and driving growth for small businesses. We are excited to have Mr. Moreno and his niche expertise on the team at SEA.



ADVISORY BOARD

Jon Sundt - Business Adviser

Jon Sundt has years of experience in the financial industry creating and selling companies to Fortune 500, including Director of Managed Accounts and Senior Vice President of Man Financial, a subsidiary of the Man Group — the world's largest hedge fund provider. Jon has also been awarded many community awards and is invested in bettering the San Diego community and what it has to offer.



Eric "Bird" Huffman - Surf Industry Adviser

Eric Huffman has owned surf shops in San Diego for more than 50 years and is a leading expert in surfboards, surfing equipment and surf history. His connections with the greater surfing community and his knowledge of the industry are second to none. Huffman's surf shops, Bird's Surf Shed and The Shed OB, are iconic in the surf community and are a must see for any traveling surfer.



Jarrold Covington - SUP Adviser

Jarrold Covington graduated from UNC Wilmington with a degree in Finance, but ever loyal to the southeastern coast, he walked away from success on Wall Street. Forecasting the potential for stand-up paddleboarding in the area, he founded Wrightsville SUP in 2011. The business has thrived on Covington's own dynamic and multifaceted interests and now facilitates rentals and lessons in a variety of water sports and activities.



Stacie Vanags - Environmental Adviser

Stacie Vanags serves as the Chapter Chair for Surfrider Foundation's Los Angeles Chapter. Nominated in January 2018, her role as Chair includes collaborating with the Executive Committee to ensure ongoing operations of key campaigns, such as community beach clean-ups, clean water testing, recruitment for Surfrider's Ocean Friendly Restaurants program, and speaking to City Counsel about policy initiatives. Stacie also produces and directs a Podcast called *The Salted Spirit* Podcast, where she interviews waterwomen from around the world, such as big wave surfers, ocean expeditionists, and other inspirational women.



Sean Drake - Performance Adviser

Dr. Drake holds numerous professional certifications including Certified Chiropractic Sports Physician (CCSP) from the American Academy of Chiropractic Sports Physicians, Performance Enhancement Specialist (PES) with the National Academy of Sports Medicine, Graston Technique Certification, and specializes in performance for athletes. In addition to running multiple chiropractic clinics, Dr. Drake has extensive experience in treating amateur and professional athletes, serving as the Team Doctor for the Mississippi Hound Dogs, Team Chiropractor for the Life University and Life West Rugby Teams. He is also works as Medical Director for the Summer and Winter Dew Tour, Nitro Circus World Games, Nitro Circus Live Tours, and the UCI BMX Supercross World Cups. After founding and serving as the Sports Performance Institute Director at Life Chiropractic College West, Dr. Drake recently accepted the position of Performance Director at TPI in Oceanside, California.



Alfredo Ramirez - Spanish Programs Adviser

Alfredo is a bilingual and bicultural San Diego native who has lived in Baja California, Mexico, and fully understands both the Hispanic and U.S. border markets. Alfredo is an avid surfer with a competition background. During his twenties he finished in the top ten in the Mexican surfing nationals, getting him qualified for the ISA World Surfing Games in Lisbon, Portugal, where he was assigned team captain and saw his leadership skills start to flourish. He holds a dual MBA from Mexico and Canada. Alfredo is an enthusiastic waterman and outdoorsman and that lead him to hold various surf community positions on both sides of the border. He is the former president of the Baja California Surfing Association, and the founder and current Director of United Athletes of the Pacific Ocean (UAPO), with the mission to promote youth surfing in both California's through surf competition, cultural exchange and education.



Maureen Murfey - Community Adviser

Maureen Murfey was born and raised on the beaches of Southern California and has been a surfer, beach volleyball player and ocean lover since a young age. She is the mother to three young boys (10, 7 & 4), who frequently train with SEA, and is a local business owner at Murfey Design. Maureen is an active and contributing community member and is the six time President of La Jolla United Methodist Church Nursery School Board of Directors.



PLEASE NOTE: The Signatory of the proposal is a Direct Operator of SEA

EMERGENCY RESPONSE PLAN

PLEASE SEE NUMBER 10 UNDER THE SECTION TITLED "LIFEGUARD SAFETY REQUIREMENTS" FOR OUR DETAILED EMERGENCY RESPONSE PLAN

NECESSARY EQUIPMENT

The following is a basic inventory list, including quantities and approximate value, of essential equipment needed to operate the SEA Surf Concessions.

We have an inventory of much of the essential gear and plan on expanding our inventory as needed. Additionally, we work closely with our SEA Training Center partner surf shops for any additional equipment needs.

Additionally, we own the essential photo and video cameras and other technology required for our advanced coaching tools.

EQUIPMENT	QUANTITY	COST/UNIT	SUB TOTAL
Soft top surfboards	10	\$100	\$1,000
Fiberglass surfboards (with nose and tail protection)	5	\$200	\$1,000
Stand Up Paddleboards	4	\$400	\$1,600
Wetsuits	25	\$75	\$1,875
Rashguards	50	\$20	\$1,000
Boogie Boards	4	\$35	\$140
Pop Up Tents	2	\$80	\$160
TOTAL	-	-	\$6,775

OPERATING PLAN FOR LA JOLLA SHORES CONTINUED

2. SUMMARY OF EXPERIENCE

PLEASE SEE THE SECTION TITLED "SUMMARY OF EXPERIENCE" FOR A DETAILED SUMMARY OF OUR QUALIFICATIONS, EDUCATION AND EXPERIENCE.

3. FINANCIAL PLAN

PLEASE SEE THE SUPPLEMENTAL DOCUMENT INCLUDED WITH THIS PROPOSAL, TITLED "FINANCIAL PLAN", FOR OUR DETAILED FINANCIAL PLAN.

4. RANKING AND CONSIDERATION

PLEASE SEE THE SECTION OF THIS PROPOSAL, TITLED "RANKING AND CONSIDERATION", FOR DETAILED INFORMATION ABOUT OUR PREFERRED SITES AND CONSIDERATIONS.

5. COMMUNITY NEED

PLEASE SEE THE SECTION OF THIS PROPOSAL, TITLED "COMMUNITY NEED", FOR DETAILED INFORMATION ABOUT HOW OUR PROPOSAL ADDRESSES PUBLIC SERVICE AND COMMUNITY NEED.

OPERATING PLAN FOR OCEAN BEACH

Operating Plan for May 1, 2019 - April 30, 2020

1. PROGRAM SPECIFICS

Days of Operation

Monday - Sunday

** Closed in accordance with City regulations: New Year's Day, Martin Luther King, Jr. Day, President's Day, Cesar Chavez Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day. Dates may be subject to change at the City's discretion.*

Hours of Operation

Land-based Operation: 8:30am - 6:00pm

Water Instruction: 9:00am - 5:00pm

Schedule of Classes

Surf Education Academy offers a variety of classes and programs, with expertise in all areas of the surfing development pathway and curriculum spanning first time and novice surfers all the way through to training elite competition surfers.

An outline of our programming follows.

SEA PRICE LIST

PROGRAM OR SERVICE	PRICE	DURATION	DAYS / TIMES
Private Surf Lessons	\$125	1.5 hours	Upon request
Private Surf Coaching	\$145	1.5 hours	Upon request
Private Group Sessions	\$75/surfer = 6 surfers \$85/surfer = 5 surfers \$95/surfer = 4 surfers \$105/surfer = 3 surfers \$115/surfer = 2 surfers	1.5 hours	Upon request
Private Group Coaching	\$95/surfer = 6 surfers \$105/surfer = 5 surfers \$115/surfer = 4 surfers \$125/surfer = 3 surfers \$135/surfer = 2 surfers	1.5 hours	Upon request
Surf Guiding	\$249 for one surfer + \$139/additional surfers	3 hours	Upon request
GROUP CLASSES			
Future Legends Surf Squads	\$139/session Memberships starting at \$500/month	2.5 hours	M-F 3:30pm - 6:00pm (out of the water by 5:00pm)
Surfing Wellness	\$59/session Membership starting at \$149/month	1.5 hours	Sundays 3:00pm - 3:30pm
Summer Camps	\$395/week	4 hours	M-F AM Session 9:00am - 1:00pm PM Session 1:00pm - 5:00pm

PROGRAM DETAILS

THE SEA" OPERATING PLAN FOR OCEAN BEACH" IS THE SAME AS THE SEA "OPERATING PLAN FOR LA JOLLA SHORES", EXCEPT THAT NOT ALL PROGRAMS ARE OFFERED AT THE OCEAN BEACH SITE.

THE FOLLOWING PROGRAMS ARE AVAILABLE AT THE OCEAN BEACH SITE.

PLEASE SEE THE SECTION TITLED "OPERATING PLAN FOR LA JOLLA SHORES" FOR DETAILED DESCRIPTIONS OF THE PROGRAMS WE OFFER, INCLUDING PROGRAM DETAILS, SUMMARY OF MATERIAL COVERED, TIMELINE, COST, ETC.

Private Surf Lessons - One on one private instruction with one of our world-class Surf Coaches.

Private Surf Coaching - Private coaching using our state of the art coaching tools and video analysis to track progress and improve the learning curve.

Private Group Sessions - Multiple surfers in the same session with our world-class Surf Coaches.

Private Group Surf Coaching - Multiple surfers get filmed and reviewed by our coaches, learning from the other surfers in the small group setting and from the years of experience of our coaches.

Surf Guiding - Our 2.5 hour Guided Surf Sessions are a great option for local residents or out of town surfers looking to score great waves or for surfers of all levels who want a truly authentic surfing experience. Your surfing time is precious and there are a lot of variables to consider when trying to be at the right place at the right time... swell size, angle, tides, winds, crowds, locals, etc. Let our Surf Guides ensure you are getting the best waves possible with the least amount of hassle.

Future Legends Surf Squads - Our youth Surfing Development Program for intermediate surfers.

Surfing Wellness - Surf training to increase flexibility and mobility, to prevent injury and stay healthy.

Future Legends Surf Camp - Surf Education Academy will offer Summer Surf Camps as a great opportunity for kids to develop and improve their surfing skills and confidence by working with our world-class surf coaches throughout the summer.

"Local Knowledge" - Interpretive Programs & Discussion Topics

All SEA programs and sessions are accompanied by educational discussions with topics such as:

- Sustainable Surf Tourism
- Local Marine Creatures
- San Diego wave anatomy
- Topography of Blacks Beach and the submarine canyon off of Scripps Pier
- Information about the Scripps Pier, UCSD and the Birch Aquarium
- Best practices for being a conscious surf traveler
- General water safety procedures
- Great local resources for surfers
- Information about surfing equipment, surf competitions, surf destinations
- Knowledge about the history of surfing
- Local surf history and local legends and icons
- Recommendations for cross training and other complimentary activities
- Using surfing as our natural high, staying positive and make good choices
- Inside knowledge about the surf industry
- Expertise about wave pools and surf parks
- Advise and knowledge about adaptive surfing, opportunities and events
- Greater connections for the global surf community

LIFEGUARD SAFETY REQUIREMENTS

PLEASE SEE THE SECTION TITLED "LIFEGUARD SAFETY REQUIREMENTS" IN THE "OPERATING PLAN FOR LA JOLLA SHORES" FOR A DETAILED RESPONSE TO ALL LIFEGUARD SAFETY REQUIREMENTS.

EMERGENCY RESPONSE PLAN

PLEASE SEE NUMBER 10 UNDER THE "LIFEGUARD SAFETY REQUIREMENTS" SECTION OF OUR "OPERATING PLAN FOR LA JOLLA SHORES" FOR OUR DETAILED EMERGENCY RESPONSE PLAN.

SEA ORGANIZATION CHART

PLEASE SEE THE SECTION TITLED "SEA ORGANIZATION CHART" IN THE "OPERATING PLAN FOR LA JOLLA SHORES" FOR A DETAILED DESCRIPTION OF OUR ORGANIZATION, TEAM AND ADVISORY BOARD

PLEASE NOTE: The Signatory of the proposal is a Direct Operator of SEA

NECESSARY EQUIPMENT

PLEASE SEE THE SECTION TITLED "NECESSARY EQUIPMENT" IN THE "OPERATING PLAN FOR LA JOLLA SHORES" FOR A DETAILED DESCRIPTION OF OUR EQUIPMENT

2. SUMMARY OF EXPERIENCE

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EXHIBIT C: 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.
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, or 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.

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

12. Notice of Violation

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