



Surf School Concessionaire Permit Terms and Conditions of Use

Permit Requirement: Santa Cruz County Code Section 10.80.010 requires a permit to use County property for commercial purposes. All documentation required in these terms and conditions of use must be submitted in full, and subject to approval, in order to receive an approved Surf School Concessionaire Permit.

Concessionaire Duties: This permit shall incorporate the Concessionaire's Duties as detailed in Attachments 1 and 2. The Surf School Concessionaire (hereinafter called "Surf School") agrees to manage and operate surf school concession services, as approved by the Parks Department, and in accordance with all laws and ordinances of the County of Santa Cruz, the State of California, and the United States.

Annual Permits: Permits are issued annually and allow surf schools to provide surf instruction at the designated beaches and coastal access points during a one-year period. Surf instruction is permitted for board surfing, stand up paddle, body surfing, or boogie board lessons. Surf school permit fees are established in order to recover costs associated with the administration of permits and impact upon coastal access activities.

Licenses and Permits. Comply with all federal, state, and county laws, ordinances, and codes, and obtain and have on display any and all required licenses and/or permits necessary for the conduct of surf school instruction. It shall be the Surf School's responsibility, at his/her sole cost and expense, to obtain all necessary Licenses and permits to carry out the terms of this Surf School Concessionaire Permit and to operate the Business. Laminated cards with permit and contact information will be provided to the Surf School, who is responsible to ensure that upon request, surf school instructors present the permit card to a representative of Santa Cruz County Parks, Sheriff's Office, or the public.

Fictitious Business Name Statement: Provide a copy of a Fictitious Business Name Statement as required by the Santa Cruz County Clerk.

Insurance Requirements: Surf School must furnish the Department with Certificates of Insurance for General Liability, Automobile Insurance, and Worker's Compensation, if applicable, prior to permit issuance. See attached for coverage and additional insured wording requirements.

Hours of Operation: County Parks are open from dawn until dusk. Surf schools are not allowed in the water between sunset and 7:00 am.

Permitted Beaches/ Coastal Access Points: The permit applies to the beaches and coastal access points along East Cliff Drive Parkway between Pleasure Point Park and The Hook Park at 41st Avenue, including Pleasure Point, 36th Avenue, 38th Avenue, and The Hook. All classes and surf school instruction must enter and exit the water only at these permitted beaches and coastal access points. See attached overview map.

Staging: Surf School must establish off-site staging areas at a commercial/business property for conduct of business and pre-water instruction. These activities are not permitted on-site on County property or beaches/coastal access points, in the public right-of-way, or within residential areas. Limited staging on the beach must be done in a manner that does not impede upon public right-of-way.

Public Right-of-Way and Access: Surf schools shall not exclude the public from any site. Beaches and coastal access points must be kept clear and accessible at all times. Surfboards and equipment must be kept in a position that does not obstruct the public right-of-way, beaches, and coastal access points.

Parking: In an effort to reduce impact upon the Pleasure Point residential neighborhood, Surf School must provide a shuttle with equipment from the off-site staging area and encourage carpooling. All vehicles associated with the Surf School Concessionaire Permit must abide by all applicable vehicle and parking statutes and regulations.

Maximum Total of Surf Schools / Surf School Students: Surf school permits will be issued to up to a maximum of three (3) surf schools annually. The total number of all surf school students permitted in the water during any single period of time shall not exceed twenty-four (24) students, with each of the three permitted surf schools having a maximum of eight (8) students in the water at any one time. When any surf school has more than eight (8) students in the water during any single period of time, then it will be in violation of this permit condition and subject to one legitimate complaint toward possible permit revocation for that violation.

Student to Instructor Ratio: The maximum student to instructor ratio for surf school lessons shall be four (4) students per one (1) instructor. Beginner level students shall have a maximum of two (2) students per one (1) instructor. Children 10 and under shall have a maximum of one (1) student per one (1) instructor.

Participant Waiver: A participant waiver must be obtained from every student. The waiver form must have prior approval by the County and shall include language holding the County harmless. A copy of the signed waiver must be made available upon request.

Surf School Instructor Qualifications: Every surf school instructor must be fully trained and proficient in ocean safety, surfing, and surf instruction. The minimum age for an instructor is eighteen (18) years of age. Submit proof of Red Cross or American Heart Association First Aid and CPR certifications for all instructors.

Safety/ Emergency Plan: Submit a written safety and emergency response plan, subject to final approval. During any instruction, instructors must ensure that there is a first aid kit, a whistle, a mobile phone, and a rescue device on the beach in close proximity.

Surf School Uniforms: Surf schools which conduct instruction and operations in the permitted areas must assure that all students and instructors wear uniform shirts or vests identifying their respective surf schools at all times. They must be sufficiently distinctive in color or design in order to differentiate between surf schools and instructor from students. It is recommended that the surf schools utilize the same colored jerseys as assigned in the Cities of Santa Cruz and/or Capitola. Instructors must be identified with the same jersey color and INSTRUCTOR in larger letters written on the back. Parks will approve jersey color and design.

Surf School Board Surfing Equipment: Surf School must provide sufficient and proper equipment, based on the student's skill level, for the conduct of each surfing lesson. Board surfing lessons at the permitted beaches and coastal access points may use only soft foam boards with flexible rubber fins, for beginners, and all boards shall have leashes attached to the students.

Surf Etiquette/Safe Practices: Surf School must ensure that instructors teach and practice the basic rules of surf etiquette. Instructors must ensure that the ocean conditions are safe to conduct class and use of surf breaks are based on the skill levels of the instructor and the students. Instructors must make a concerted effort to minimize unreasonable overcrowding of any one surf break and ensure that students stay out of congregations of surfers in the water and any kind of crowded surfing conditions. Students must be instructed to follow the philosophy of one person per wave. Instructors must never leave a group in the water unattended for any reason. Instructors must direct students to allow a safe distance between each other and other surfers to avoid collisions.

Permit Revocation: The County Parks Director or designated representative is authorized to refuse, suspend, or revoke any use permit or agreement. County Parks has the right to issue a temporary suspension at any time as it deems necessary as a result of any violation, as determined by the Department, upon written notice to a concessionaire. If a Surf School and/or its surf school instructor(s) violate(s) any of the terms and conditions of use of this permit and/or receive(s) three legitimate complaints as determined by the Department or one legitimate egregious complaint within a one-year period, it shall constitute grounds for immediate permit revocation. Upon written notice, Surf School must cease all operations in the permitted beaches and coastal access points immediately. Surf School must also immediately remove any reference to the County permit, or permitted status, from its marketing materials, including website, social media, etc. Any permit processing fees paid to the County are forfeited.

Storage: Equipment being actively used during instructions is allowed. At no other time may equipment be stored or left on-site.

Attendance Survey Form: An attendance survey form must be completed for each day of instruction and submitted quarterly, to include daily student attendance numbers and specify AM, Mid and PM time periods of use.

Alcohol: Alcohol consumption is not permitted in the County Parks outdoor facilities.

Sound Permit: Music and public address systems are not permitted in County Parks outdoor facilities.

Smoking: Smoking by any method, of any product, is prohibited in Santa Cruz County Parks.

Cancellations: A surf school permit may be canceled by the concessionaire with 21 days written notice from permit issuance, with a permit processing fee of \$75.00. Cancellations after 21 days from permit issuance will receive no refund of fees. The County reserves the right to terminate Permit, in whole or in part, at any time, for any reason, without penalty. County shall endeavor to provide Concessionaire at least thirty (30) days written notice prior to the effective date of termination.

Damage: Damage to Park property done during permitted use will be invoiced. Labor to repair the facility is charged at the current maintenance staff hourly rate. Bills unpaid after 30 days are subject to permit denial or revocation.

Clean-up: Facilities and grounds shall be left free of debris and other refuse from use.

Concessions: The County reserves sole right to control all concessions in and about department buildings, facilities, and properties through separate agreements. Please inquire about concessions permits if you are planning on selling items in the Parks, including beaches and coastal access points.

Parameters of Use: County Parks may establish additional policies consistent with the provisions of the adopted rules and regulations as it deems necessary for safe, efficient and optimum use of facilities. Please check with the Parks Department for prior approval regarding uncommon or unique requests.

Checks and Charge Backs: Credit card charge backs and checks returned for insufficient funds will be charged at the current processing fee.

Sub-Lease: Permittee shall not assign or sub-lease any portion of the premises, or any rights under approved permit, without prior written approval of the Department.

Lost Items: Santa Cruz County Parks is not responsible for items left.

I have carefully read, considered and agree to the *Surf School Concessionaire Permit Terms and Conditions of Use* and will comply with the regulations and use policies.

Permittee

Date

Updated 10/12/18

INSURANCE

1. Permittee(s), at their sole cost and expense for the full term of this Permit (and any extensions thereof), shall obtain and maintain minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects County and any insurance or self-insurance maintained by County shall be in excess of Permittee(s) insurance coverage and shall not contribute to it.

2. Automobile Liability Insurance for each vehicle used in the performance of this Permit, including owned, non-owned, leased, or hired vehicles, in the minimum amount of \$500,000.00 combined single limit per occurrence for bodily injury and property damage.

3. Worker’s Compensation Insurance is required in the minimum statutorily required coverage amounts. This insurance coverage shall be required unless the permittee has no employees and certifies to this fact by initialing here _____.

4. Comprehensive or Commercial General Liability Insurance coverage in the minimum amount of \$1,000,000.00 combined single limit, including coverage for:

- a. Bodily injury
- b. Personal injury
- c. Broad form property damage
- d. Contractual liability
- e. Cross Liability

All required Comprehensive or Commercial General and Auto Liability shall be endorsed to contain the following clause:

The County of Santa Cruz, its officials, employees, agents and volunteers are added as an additional insured as respects the operations and activities of, and on behalf of, the named insured’s performance under its/his/her/their contract with the County of Santa Cruz.

5. All required insurance policies should be endorsed to contain the following clause:

This insurance shall not be cancelled until after thirty (30) days prior written notice has been given to:
Santa Cruz County
Parks, Open Space and Cultural Services
979 17th Avenue
Santa Cruz, CA 95062

ASSUMPTION OF LIABILITY, WAIVER and INDEMNITY

1. ASSUMPTION OF LIABILITY

Permittee, whether individual, group, or entity, is solely responsible for any and all liabilities to persons or property resulting from use of the Park Facility, including damage to any County property or structures. Permittee will indemnify, defend and hold harmless the County of Santa Cruz, its elected and appointed Boards, Commissions, Officers, Agents, and Employees from any claims, suits, losses or damages for injury to persons or property arising from or connected to this use of the Park Facility.

2. AGREEMENT TO ABIDE BY TERMS AND CONDITIONS

Permittee, whether individual, group, or entity, represents that he/she/it has read these Terms and Conditions, agrees to make them known to persons attending the function or activity, and agrees that no violation of such shall be allowed to occur on the premises or facilities. Permittee understands that permission to use of the Park Facility is contingent upon compliance with these Terms and Conditions and that permission may be revoked at any time upon failure of persons attending the function or activity to fully comply with these Terms and Conditions.

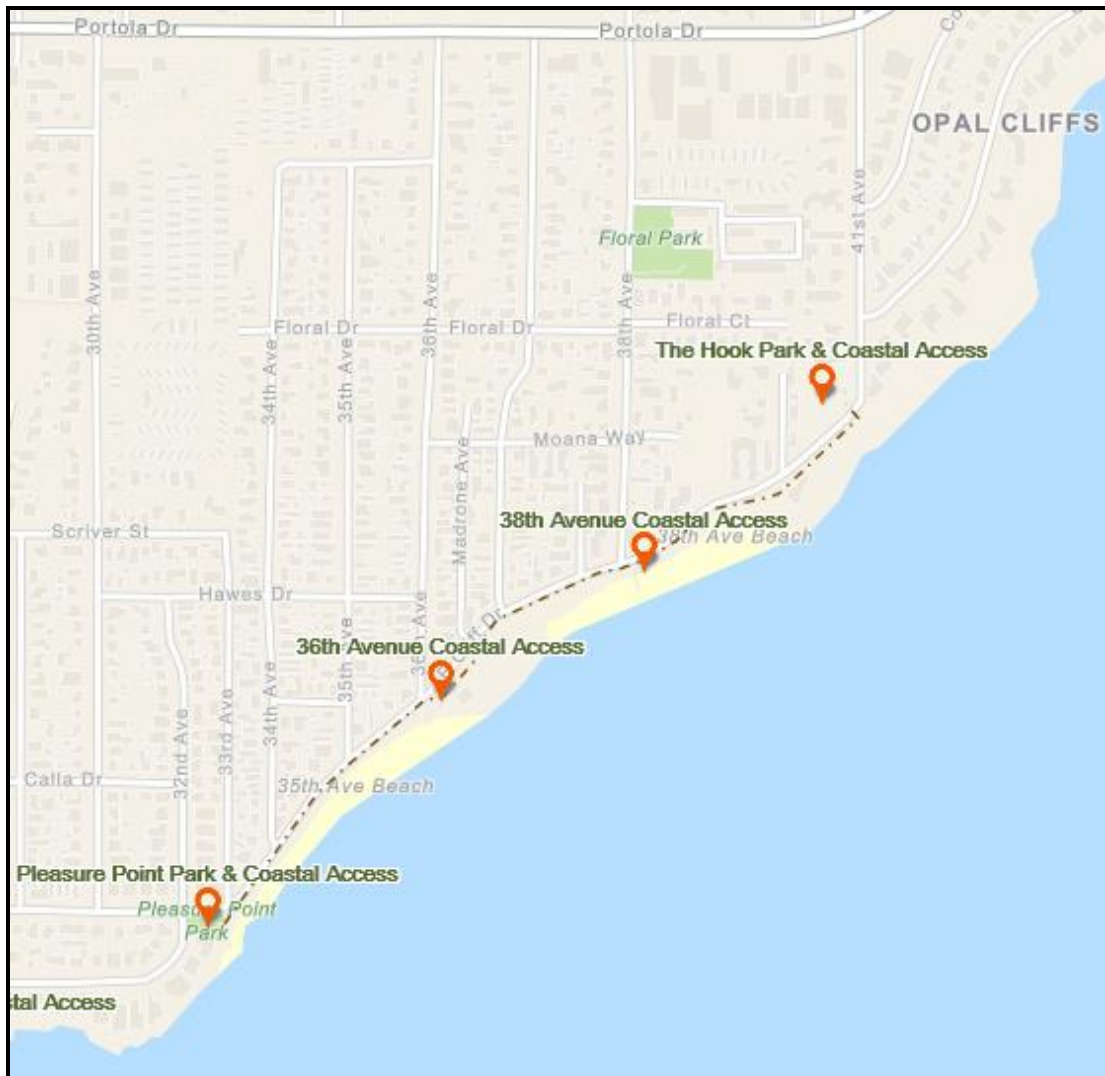
3. PERMITTEE, OR REPRESENTATIVE, TO BE PRESENT

Permittee, or the group or entity individual named in the Permit, will be present during the entire period of use of the facility.



Surf Schools Permitted Beaches and Beach Access Points

Beaches and coastal access points along East Cliff Drive Parkway between Pleasure Point Park and The Hook Park at 41st Avenue, as shown below, to include Pleasure Point, 36th Avenue, 38th Avenue, and The Hook.



Parking information:

In an effort to reduce impact upon the Pleasure Point residential neighborhood, surf schools must provide a shuttle from the off-site staging area, encourage carpooling, and abide by all applicable statutes and regulations.

Please refer to the Live Oak Parking Program for seasonal permit requirements.

ATTACHMENT 1
Statement of Work and Specifications

A. Concessionaire's Duties

1. Concessionaire agrees to manage and operate surf school concession services at permitted beaches and coastal access points along East Cliff Parkway between Pleasure Point Park and The Hook Park at 41st Avenue only, subject to the Surf School Concessionaire Permit Terms and Conditions of Use.
2. Concessionaire will have the right and privilege to conduct concessions operations of their surf school services at the designated beaches and coastal access points. County reserves the right to use the sites for County business or events during hours of operation.
3. Concessionaire agrees to implement an approved surf school operational plan that provides appropriate commercial activity for this area that maintains safety and access, reduces impact to the residential neighborhood from this commercial activity, provides qualified trained instructors, and provides compensation to the County for the use of public facilities.
4. Concessionaire understands that the operation of the surf school concession services does not entitle Concessionaire to exclusive use of any premises or water. The beaches, coastal access points, and ocean are open for public use. Public right-of-way must always be maintained. Safe practices and etiquette in the water must be observed at all times.
5. All operations conducted by the Concessionaire will be in accordance with the generally accepted best practices of surf school businesses, surf school instruction, and surf etiquette.
6. Concessionaire shall furnish, at his/her own expense, all equipment and supplies and other items necessary for the operation of the concession services, including off-site storage for any equipment and supplies. All services and operations shall be of the highest quality in presentation and safety. County has the right at any time to inspect all on-site operations by Concessionaire.
7. Concessionaire agrees to submit to the County a complete list of all fees for surf school concession services that the Concessionaire intends to charge prior to the effective date of the agreement. Any changes or modifications to this list must be submitted in writing to the County for approval.
8. Concessionaire agrees to carry out all of the incorporated Surf School Concessionaire Permit Terms and Conditions of Use, including but not limited to:
 - a. Required maximum student to instructor ratios
 - b. Maximum allowable students in the water per surf school
 - c. Instructor qualifications for ocean safety training/first aid/CPR
 - d. Uniform and equipment requirements
 - e. Safety/emergency response plan
 - f. Safe practices and surf etiquette
 - g. Beach access, off-site staging location, parking, public right-of-way
 - h. Insurance requirements
 - i. Indemnification
9. All transportation of the operation from the approved staging location to and from East Cliff Parkway is the sole responsibility of the Concessionaire. All shuttles and vehicles must abide by all applicable vehicle and parking statutes and regulations and park in. Vehicles must not impede pedestrian and bike access through the area, which must remain open for use by the public at all times. Drivers must have a valid driver's license.
10. No structural site or other changes shall be permitted without written approval from the County.
11. All printed advertisement of the concession services must be approved by the County prior to disbursement.
12. Concessionaire may include the status as a permitted concessionaire at the designated beaches and coastal access points in their publicity materials; however, upon completion or revocation of the permit, this must be removed from all publicity materials and social media.

13. Concessionaire shall be an independent agent and shall not be an employee of County, nor shall any County employee(s) be employed by Concessionaire. Concessionaire shall provide qualified instructors to operate any surf school concession services. Instructors must be sufficiently trained and proficient in ocean safety, surfing, and surf instruction, and possess all required certifications and clearances. The qualifications and performance of the instructors shall be subject to County's approval. All personnel employed by Concessionaire shall at all times and for all purposes be deemed solely Concessionaire's employees.
14. Concessionaire and its agents and employees shall at all times comply with and abide by all rules, regulations, terms and conditions of use heretofore adopted or that may hereinafter be adopted by the County Board of Supervisors. Concessionaire shall comply with all laws and ordinances of the County of Santa Cruz, the State of California, and the United States, including applicable noise ordinances.
15. Concessionaire shall not assign or sublease any rights under approved Permit without prior approval of the Department. Any such assignment or sublease shall be void, and the County shall have the right to exclude any and all persons from the premises attempting to exercise any right or privilege under such assignment or sublease.
16. County is authorized to revoke Permit at any time for a violation of its conditions or for cause.

B. County Duties

1. The County will be responsible for conducting a RFP process every five (5) years.
2. For the safety and enjoyment by the public, the County has established the Surf School Concessionaire Permit Terms and Conditions of use which are to be strictly adhered to at all times. These requirements may be amended at any time by the County.
3. The County Parks Department will maintain a webpage with Surf School Concessionaire Permit information, including the names of the three (3) selected surf school concessionaires, with the designated vest/jersey colors and main contact information, and a method to submit comments and/or report violations to the Department. Signage may be placed at the permitted coastal access points referring to the surf school permit requirement and webpage for information.
4. The County may administer surveys at any time requesting public feedback regarding the Surf School Concessionaire Program.
5. Upon request, County will assist Concessionaire in promotion of publicity materials on the County Parks Department website related to concession services.
6. Should County decide that the surf school concessions services provided under Permit are no longer necessary or desired by County, County shall endeavor to provide Concessionaire at least thirty (30) days written notice of County's intent to void Permit. At the end of the thirtieth day following such notice, Permit shall become null and void.

ATTACHMENT 2
Compensation and Term of Agreement

A. County Compensation

1. An annual permit processing fee of \$100.00 shall be paid no later than January 1st.
2. Concessionaire shall provide a detailed accounting each month of all concessions activities. County's compensation (portion of gross revenue) shall be 10% of Concessionaire's gross revenues from the surf school concessions.
3. Concessionaire shall pay County its portion of gross revenues within thirty (30) days following each month end. Concessionaire is responsible for providing financial documentation of monthly gross revenues with payment to County.
4. Gross income will include the entire price charged for all operations, services, or rentals at the permitted beaches and coastal access points and shall not include any other taxes due to the City, County and State.
5. Concessionaire will be responsible for paying all taxes associated with the concession operation.
6. On or before ninety (90) days following each calendar year end, Concessionaire shall, at its sole cost and expense, provide County with an audited statement of profits and losses and gross and net sales for the preceding year prepared in accordance with generally accepted accounting principles. The auditor's opinion shall state whether or not Concessionaire's profits have been accurately computed, and whether the compensation paid to County has been accurately calculated. County reserves the right to audit all operating statements. Concessionaire shall submit operating statements to the Parks Department in a mutually agreed upon format. Concessionaire shall maintain its books and records in accordance with generally accepted accounting principles.
7. The financial terms of any permit awarded as a result of this RFP shall be adjusted, by mutual agreement of the parties, to reflect changes in Concessionaire's costs and expenses resulting from any changes in County's policies and practices, and/or changes in applicable Federal or State laws.
8. The terms of any permit awarded as a result of this RFP will run through December 31, 2019, renewable for a one (1) year extension, both at 10% of gross revenues, with an option to renew for an additional three (3) years at 10% or more of gross revenues, based on County's continued receipt of satisfactory services from Concessionaire and by mutual agreement.