

GOVERNMENT CENTER USE PERMIT

#G0058

This Use Permit is entered into by and between the County of San Luis Obispo ("County"), a public entity and legal subdivision of the State of California, and Evan Sylvester, an individual ("Permittee").

WHEREAS, Permittee is a member of an unincorporated association of individuals referred to as "Occupy SLO"; and

Whereas, Permittee requested from County a permit to set up a display and peaceful assembly and forum for the expression of free speech on a variety of economic and social injustice issues; and

WHEREAS, County has agreed to issue a permit subject to the below conditions and limitations:

NOW THEREFORE, In consideration of the conditions and agreements set forth herein, the parties mutually agree as follows:

1. County hereby grants to Permittee, subject to the limitations hereinafter set forth, the non-exclusive use of a portion of the plaza in front of the Courthouse building located at 1050 Monterey Street in San Luis Obispo, and hereinafter referred to as the "Permit Area" as shown on Exhibit "A". Said Use Permit shall be solely for the purpose described in paragraph 2 below. No additional areas are including in this Use Permit.
2. Permittee will have the right to use the Permit Area for a period of thirty (30) days from the date signed below by the General Services Agency Director **during the hours of 7:00 AM to 10:00 PM only**. Permittee may erect two ten-foot by ten-foot shade structures side-by-side, without side panels on at least one side, at the location shown on Exhibit "A" during the term of this permit, with one row of tables and/or chairs along the front of the shade structures. The shade structures will contain displays and materials related to "OccupySLO" and the "Ninety-Nine Percent Movement". The shade structures, tables, chairs, and displays may remain in the Permit Area at night. No activities may block the building's ingress and egress pathways or pedestrian sidewalks. No cooking, food preparation, or sleeping is allowed on or near the Permit Area. No tents or animals are allowed. A representative approved and authorized by Permittee must be at the Permit Area to supervise activities from 7:00 AM to 10:00 PM during the term of this Use Permit. In the event that a representative is not present at the Permit Area from 7:00 AM to 10:00 PM, the County reserves the right to terminate this permit and remove all equipment and displays.

This permit shall be for the sole purpose of a “peaceful assembly and forum for the expression of free speech on a variety of economic and social injustice issues.”

3. Permittee may be held personally responsible and accountable for the condition of the Permit Area and actions of attendees whether invited or not and for any damage caused by attendees during Permittee's activity. If Permittee is an association or organization, the person signing below shall be named as the responsible party for this Use Permit.
4. Permittee hereby agrees to defend, indemnify, and save harmless the County and its officers, agents, and employees in any and every way from any and all manner of damages, charges, suits, and expenses relating to the Permittee's use of the Permit Area and any or all activity carried on in connection with the Permittee's function.

Permittee shall obtain and maintain for the entire term of the Use Permit, a certified copy of each insurance policy and deliver to the County, and obtain County approval of all such policies. Said policies shall be issued by companies authorized to do business in the State of California. Permittee shall maintain said insurance in force at all times. The following coverage with the following features shall be provided.

A. Commercial General Liability Insurance: Permittee shall maintain in full force and effect for the period covered by this Use Permit, commercial general liability insurance. This insurance shall include, but shall not be limited to, commercial general and automobile liability insurance providing protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from any act or occurrence arising out of Permittee's operations in the performance of this Use Permit, including, without limitation, acts involving vehicles. The policy shall provide not less than single limit coverage applying to bodily and personal injury, including death resulting therefrom, and property damage in the total amount of One Million Dollars (\$1,000,000.00). The following endorsements must be attached to the policy:

- (1) If the insurance policy covers on an "accident" basis, it must be changed to "occurrence".
- (2) The Liability policy must cover personal injury as well as bodily injury.
- (3) Blanket contractual liability must be afforded and the policy must contain a cross liability or severability of interest endorsement.

B. Additional Insureds to be Covered: The commercial general liability policies shall name the “County of San Luis Obispo, its officers, employees, and

agents” as additional insureds. The policy shall provide that the Permittee’s insurance will operate as primary insurance, and that no other insurance effected by the County or other named insured will be called upon to contribute to a loss hereunder.

C. Certification of Coverage: Prior to commencing work under this Use Permit, Permittee shall furnish County with the following for each insurance policy required to be maintained by this Use Permit:

(1) A copy of the Certificate of Insurance shall be provided. The certificate of insurance must include a certification that the policy will not be canceled or reduced in coverage or changed in any other material aspect without thirty (30) days prior written notice to the County.

(2) Approval of Insurance by County shall not relieve or decrease the extent to which the Permittee may be held responsible for payment of damages resulting from Permittee’s services or operations pursuant to this Use Permit. Further, County’s act of acceptance of an insurance policy does not waive or relieve Permittee’s obligations to provide the insurance coverage required by the specific written provisions of this Use Permit.

5. Permittee shall set up all displays subject to the approval of the County General Services Agency Director (“Director”) and shall keep the area and surrounding areas clean and free of all litter and debris accumulation, including pet waste. Permittee shall provide trash containers and shall empty them as necessary. Animals shall be on leash only.
6. County and Permittee shall inspect the Permit Area and the grounds surrounding it on execution of this permit and confirm that the premises are in good and clean condition. Failure by the Permittee to request said inspection shall in itself constitute an acknowledgment that the Permit Area is in good condition. Any deficiencies or damage which are in evidence upon termination of this Permit and for which Permittee may reasonably be held accountable shall become Permittee's responsibility. Permittee shall have the right at the termination of the Permit to re-inspect the Permit Area and surrounding grounds in the company of the Director of the General Services Agency or designated official to discuss specific deficiencies and damages, if any, for which Permittee will be held accountable.
7. Permittee shall leave the Permit Area and surrounding grounds in as clean and neat a condition as was received.
8. Permittee shall be held responsible for any cleaning or excessive cleaning resulting from use. Should Permittee fail to clean the Permit Area, the County reserves the right to clean said area and bill Permittee for actual costs. Said

cleaning by County will be based on current rate of labor plus overhead and supplies.

9. County shall bear no responsibility or liability for damage, loss, injury or theft of Permittee's property no matter how it occurs.
10. At no time may Permittee nail, staple, tape, or glue decorations to walls or painted surfaces. Permission to place signs identifying the Permittee's activity must be obtained in advance from the Director or his designee.
11. County reserves the right to regulate the use of equipment, devices, or activities which may be deemed unsafe or which may constitute a hazard including, but not limited to, keeping access ways free of obstructions. Permittee shall not use County's water or electricity. Permittee shall not use amplified sound during County business hours (Monday through Friday, 8:00 AM to 5:00 PM, excluding holidays).
12. Permittee acknowledges liability for any damage, destruction, or removal of equipment and displays during the period of Permittee's use of the Permit Area.
13. The sale or consumption of alcoholic beverages is hereby prohibited.
14. Permittee agrees and promises to comply with, and observe all statutes, ordinances, rules and regulations of Federal, State, Municipal, County or other public authority.
15. Violation of any of the rules contained herein by Permittee shall be sufficient cause for the County to terminate this Use Permit and refuse any future requests for a Use Permit. County or Permittee may terminate this Use Permit immediately upon written notice to the other party. Notice to the County shall be delivered to County of San Luis Obispo, General Services Agency, 1087 Santa Rosa Street, San Luis Obispo, CA 93408, Attn: Real Property Manager. Notice to Evan Sylvester shall be delivered to _____ (address).
16. Nothing contained in these rules shall be deemed or construed in any way to create an interest in real property or in the facility of the County nor to limit the County's authority to exercise any right or power concerning the utilization of the Permit Area. Every use of the Permit Area shall be subordinate to the County's use.
17. County reserves the right to make, and Permittee agrees to abide by such rules and regulations which from time to time shall be necessary to protect the Permit Area or the health, safety, or welfare of its users.

PERMIT APPROVED:

**Janette D. Pell
General Services Agency Director**

**By: _____
Janette D. Pell**

Date: _____, 2011

PERMITTEE:

Evan Sylvester on behalf of OccupySLO

**By: _____
Evan Sylvester**

Phone: 805-459-4569

e-mail: evan_sylvester@yahoo.com

Date: _____, 2011

