



**JOHN ANSON FORD AMPHITHEATRE  
LICENSE AGREEMENTS**

**EXHIBIT A  
STANDARD TERMS AND CONDITIONS**

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## STANDARD TERMS AND CONDITIONS

### JOHN ANSON FORD AMPHITHEATRE LICENSE AGREEMENTS

§ 100. **DEFINITIONS.** For purposes of this Agreement, including all Exhibits thereto, the following definitions shall govern its interpretation.

§ 101. **“Agreement”** shall mean the agreement by and between the Licensee and the County of Los Angeles, which agreement shall include the primary document and all exhibits referenced therein.

§ 102. **“Commission”** shall mean the Arts Commission of the County of Los Angeles.

§ 103. **“County”** shall mean the County of Los Angeles.

§ 104. **“Event/Performance”** shall mean the event, performance and/or associated rehearsals identified in Section 3 (“Purpose/Date/Time”) of the primary document to this Agreement.

§ 105. **“Managing Director”** shall mean the Managing Director of the John Anson Ford Theatres, and/or his designee.

§ 106. **“Event Services Manager”** shall mean the Event Services Manager of the John Anson Ford Theatres, and/or his designee.

§ 107. **“Ford Theatre”** shall mean the John Anson Ford Theatres located at 2580 Cahuenga Boulevard, Los Angeles, California, a County regional park operated by the Commission.

§ 108. **“Licensee”** shall mean the agency or individual contracting with the County of Los Angeles under the terms of this Agreement, including the Licensee’s employees, agents, assigns, contractors and anyone else involved in any manner in the exercise of the rights therein given to the Licensee.

§ 109. **“State”** shall mean the State of California.

§ 200. **ASSURANCES/CERTIFICATIONS.** The Licensee provides the following assurances and certifications, and agrees to the following terms:

§ 201. **Compliance with Laws.** (a) The Licensee certifies and agrees to fully comply with and observe, in all respects, all laws, ordinances, rules and regulations of the local fire department, police department, health department and any other governmental agency, department or bureau, whether federal, State or municipal, in connection with the use of the Ford Theatre hereunder. In addition, Licensee agrees to obtain any and all necessary permits which may be required by the fire department, police department, or any other governmental agency in connection with Licensee’s use of the Ford Theatre hereunder. In the event the Ford Theatre is closed as a result of Licensee’s failure to comply with any local ordinances, rules, or regulations, or to obtain any necessary permits, Ford Theatre shall have no obligations, responsibility or liability whatsoever in connection therewith. The Licensee shall indemnify and hold the County, its officers, employees and agents harmless from any loss, damage or liability resulting from a violation by the Licensee, its agents, officers and employees of any such laws, rules, regulations, ordinances, and directives.

(b) Licensee covenants and agrees to pay all federal and state social security, unemployment insurance, disability and all other wage taxes or imports now or hereafter imposed for the persons hired or performing services in connection with this Agreement who are employees of Licensee, and Licensee shall indemnify and hold the County harmless from any and all claims for such taxes and payments. Throughout the term of this License Agreement, at the Licensee's sole cost and expense, the Licensee shall keep or cause to be kept in full force and effect, an existing Workers Compensation Insurance Policy covering all persons hired by the Licensee.

(c) In connection with the Event/Performance, the Licensee agrees: (1) not to exhibit or display, or permit the exhibition or display of, any "obscene matter" or "obscene live conduct," as such matter or live conduct is defined in *California Penal Code*, section 311; (2) not to engage in or permit others to engage in violent or riotous conduct; and (3) not to use or permit others to use any vulgar, profane, indecent, offensive, or abusive language or other form of communication, which language or form of communication is inherently likely to provoke an immediate violent reaction by the person or persons to whom the language or communication is directed.

**§ 202. Copyrights/Privacy Rights.** The Licensee shall neither violate nor infringe upon any copyright, right of privacy, or other statutory or common law right of any person, firm or corporation, nor, if authorized to do radio or television broadcasts pursuant to amendment hereto, violate the rules and regulations of the Federal Communications Commission or the National Association of Broadcasters, and the Licensee will not defame or harm the reputation of any person, firm or corporation as a result of its use of the Ford Theatre. The Licensee shall, at Licensee's sole cost and expense, obtain any and all government permits, approvals, copyright licenses, intellectual or creative property use authorizations or concurrences required for the Event/Performance or other use of the Ford Theatre. Further, the Licensee agrees to promptly pay any royalty fees or other charges required from private persons or corporations for the production and presentation of the Event/Performance. The Licensee shall indemnify, defend and hold the County, its elected officials, officers, employees, and agents harmless from any sanctions or other liability which may be assessed against the County by reason of the Licensee's failure to comply with the foregoing.

**§ 203. Civil Rights Laws.** The Licensee assures and certifies that it shall comply with all applicable federal and State statutes to the end that no person shall, on the grounds of race, color, creed, religion, ancestry, national origin, sex, age, disability, medical condition, genetic information, marital status, familial status, political affiliation, or sexual orientation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program or activity supported by this Agreement.

**§ 204. Safety and Working Conditions.** The Licensee shall comply with the provisions of the United States Occupational Safety and Health Act of 1970, as amended (29 USC § 651 *et seq.*), and the California Occupational Safety and Health Act, and successor statutes, as well as other applicable health and safety statutes, ordinances, regulations and rules. The Licensee represents and warrants that no employee will be required or permitted to work under working conditions which are unsanitary, hazardous or otherwise detrimental to the person's health or safety.

**§ 205. Drug Free Workplace Compliance.** The Licensee hereby warrants and certifies that it shall comply with California Drug-Free Workplace Act of 1990 (*Cal. Gov. Code* § 8350 *et seq.*), as amended, including provision of the requisite certification as set forth therein.

**§ 206. Conflict of Interest/Contracts Prohibited.** (a) The Licensee represents and warrants that no County employee whose position with the County enables such employee to influence the award of this Agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Licensee or have any other direct or indirect financial interest in this Agreement. No officer or employee of the Licensee who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

(b) The Licensee represents and warrants that it is aware of, and its authorized officers have read, the provisions of Los Angeles County Code Chapter 2.180 entitled "Contracting With Current or Former County Employees" (available at [http://www.municode.com/library/CA/Los\\_Angeles\\_County](http://www.municode.com/library/CA/Los_Angeles_County)) and that execution of this Agreement will not violate those provisions. Anyone who is a former employee of the County shall not participate in the provision of services provided under this Agreement or share in the profits of the Licensee earned pursuant to this Agreement for a period of one year from the date such former employee separated from County employment.

(c) The Licensee shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Licensee warrants that it is not now aware of any facts that create a conflict of interest. If the Licensee hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this sub-paragraph shall be a material breach of this Agreement.

**§ 207. Lobbying.** The Licensee certifies that each County lobbyist, as defined in Los Angeles County Code § 2.160.010, retained by Licensee shall fully comply with the County Lobbyist Ordinance (Los Angeles County Code Chapter 2.160). Failure on the part of any County lobbyist retained by Licensee to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

**§ 208. County Layoffs.** Should the Licensee require additional or replacement personnel after the effective date of this Agreement, the Licensee agrees to give due consideration for such employment openings to qualified permanent County employees who are targeted for layoff or qualified former County employees who are on a re-employment list during the life of this Agreement.

**§ 209. GAIN/GROW Program Participants.** (a) Should the Licensee require additional or replacement personnel after the effective date of this Agreement, the Licensee agrees to give due consideration for such employment openings to participants in the County's Department of Public Social Services' Greater Avenue for Independence (GAIN) and General Relief Opportunities for Work (GROW) Programs who meet Licensee's minimum qualifications for the open position. If the Licensee decides to pursue consideration of GAIN/GROW participants for hiring, the Licensee shall provide information regarding job openings and job requirements to the County Department of Public Social Services' GAIN/GROW staff at [GAINGROW@dps.lacounty.gov](mailto:GAINGROW@dps.lacounty.gov). Upon request from Licensee, the County will refer GAIN/GROW participants by job category to the Licensee for consideration.

(b) In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

**§ 210. Fraud/Abuse/Ethical Standards.** (a) The Licensee, in performing all obligations under the terms of the Agreement, certifies and assures that it shall undertake reasonable efforts to safeguard against fraud and abuse with respect to use of County property, and/or expenditure of public funds allocated and paid under this Agreement, if any.

(b) The Licensee agrees to establish, maintain, implement, and enforce standards of ethical conduct for all its employees. Such standards shall include, but not be limited to, the prohibition against (1) solicitation or receipt of bribes and/or solicitation or receipt of illegal gratuities; (2) concealing, mutilating or destroying public records or public property; (3) failing to account for public money or public property; and (4) conspiracy to commit an offense against or to defraud the County, the State, or the federal government.

**§ 211. Notice to Employees Regarding Safely Surrendered Baby Law.** The Licensee shall notify and provide to its employees, and shall require each subcontractor, if any, to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in the County, and where and how to safely surrender a baby. The fact sheet is attached to these Standard Terms and Conditions and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

**§ 212. Licensee's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law.** The Licensee acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Licensee understands that it is the County's policy to encourage all County contractors and licensees to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Licensee's place of business. The Licensee will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The County's Department of Children and Family Services will supply the Licensee with the poster to be used.

**§ 213. Licensee's Warranty of Compliance with County's Defaulted Property Tax Program.** The Licensee's acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from the County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers. Unless the Licensee qualifies for an exemption or exclusion, the Licensee warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Agreement will maintain compliance, with Los Angeles County Code Chapter 2.206.

**§ 214. Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program.** Failure of the Licensee to maintain compliance with the requirements set forth in **Section 213** of these Standard Terms and Conditions, "Licensee's Warranty of Compliance with County's Defaulted Property Tax Program," shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of the Licensee to cure such default within 10 days of notice shall be grounds upon which County may terminate this Agreement pursuant to Los Angeles County Code Chapter 2.206.

**§ 215. Inspection/Evaluation.** Licensee acknowledges its personal inspection and evaluation of the Ford Theatre (including dressing rooms), the surrounding area, and the extent to which the physical condition thereof will affect Licensee's operations. Licensee accepts the licensed premises in their present physical condition, and agrees to make no demands upon the County for improvements or alterations thereof.

§ 216. **Title.** The Licensee acknowledges the title of the County, and/or any other public agencies having jurisdiction thereon, in and to the Ford Theatre and the improvements located thereon, and covenants and agrees never to assail, contest or resist said title.

§ 217. **Licensee's Warranty of Adherence to County's Child Support Compliance Program.** (a) The Licensee acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

(b) As required by the County's Child Support Compliance Program (Los Angeles County Code Chapter 2.200) and without limiting the Licensee's duty under this Agreement to comply with all applicable provisions of law, the Licensee warrants that it is now in compliance and shall during the term of this Agreement maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 U.S.C. § 653a) and *California Unemployment Insurance Code*, section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to *California Code of Civil Procedure*, section 706.031, and *California Family Code*, section 5246(b).

§ 218. **Fair Labor Standards.** The Licensee shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Licensee's employees for which the County may be found jointly or solely liable.

§ 219. **Notice to Employees Regarding the Federal Earned Income Credit.** The Licensee shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

### § 300. DEPOSITS

§ 301. **Required Deposit.** The Licensee shall deposit with the Managing Director the required deposit(s) in the amount(s) and within the timeframe(s) identified in Section 4 of the primary document to this Agreement for the purpose of securing the performance by the Licensee of the Licensee's obligation to make the monetary payments in a timely fashion as set forth in the Agreement and the obligation of the Licensee to leave the premises in a clean and undamaged condition in accordance with this Agreement, including but not limited to **Section 613** of these Standard Terms and Conditions.

§ 302. **Additional Costs.** The Licensee shall also be required to pay any additional costs identified in the Agreement with the Managing Director to produce Licensee's event and fulfill the obligations of the Licensee to vacate the premises as set forth in the Agreement. The Ford Theatre shall retain, as additional deposit, all ticket revenue received, if any, at the box office and release it to the Licensee, less expenses, License fee, and additional costs, after the performance. If Licensee's expenses, License fee and additional costs exceed the amount on deposit with the Ford Theatre, Licensee shall pay the remainder to the County as set forth in this Agreement.



**§ 303. Return of Deposit.** Upon the Licensee's peaceably and timely vacating the premises without any arrearage in the payments due to the County and upon leaving the premises in a clean, undamaged condition, the County shall refund to the Licensee the appropriate amounts from the referred deposits after deducting from the deposits the actual cost to the County for cleaning and/or repairing the premises as well as any other fees agreed upon herein. In the event that the cost of cleaning and/or repairing the premises (following the Licensee's vacating the premises) together with the sum of other fees agreed upon herein exceeds the amount of such deposit, the Licensee hereby agrees to pay the County any such excess sums due to the County under the terms of this Agreement including, but not limited to, security, parking, custodial, rentals, labor, concession and merchandising fees, and communication costs necessitated by the use of the premises herein permitted (as applicable). In the event that all sums due the County herein exceed the total sum of all deposits herein, the Licensee shall immediately pay the County remaining sums of money due the County.

#### **§ 400. INDEMNIFICATION AND INSURANCE**

**§ 401. Indemnification.** The Licensee shall indemnify, defend and hold harmless the Los Angeles Philharmonic, the Ford Theatre Foundation and the County of Los Angeles and its Special Districts, and their elected and appointed officers, employees, volunteers and agents, from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Licensee's acts and/or omissions arising from and/or related to this Agreement. Such indemnification shall extend to defense costs and legal fees, and claims for damages of any nature whatsoever, including, without limitation, claims for bodily injury, death or personal injury (including any Workers' Compensation suits, liability, or expense), or property damage (including damage to County's property), arising from or connected with the Licensee's operations hereunder or which may be caused or alleged to be caused by any act, or omission to act, on the part of the Licensee or any of its employees or agents, resulting in any infringement upon personal rights, such as libel, slander, invasion of privacy, and copyright violation, or by any act or omission to act on the part of the Licensee, its employees or agents, which results in a dangerous or defective condition on the premises, or otherwise arising from or connected with use of the Ford Theatre by or on behalf of the Licensee by any person pursuant to this Agreement. The foregoing indemnity set forth in this **Section 401** shall not extend to any claims arising from the negligence or willful misconduct of the County, its agents, employees, representatives or contractors including without limitation, the County's maintenance or use of the building or any structural or premises-related defects of the building.

**§ 402. Insurance.** (a) **General.** Without limiting the Licensee's indemnification of the County, and during the term of and except as otherwise provided in this Agreement, the Licensee shall provide and maintain, and shall require all of its sub-contractors and vendors to maintain, insurance coverage satisfying the requirements specified in this **Section 402**. These minimum insurance coverage terms, types, and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon the Licensee pursuant to this Agreement. Such coverage shall be provided and maintained at the Licensee's or the Licensee's sub-contractor's own expense. The County in no way warrants that the Required Insurance is sufficient to protect the Licensee for liabilities which may arise from or relate to this Agreement.

#### **(b) Evidence of Coverage and Notice to County.**

- 1) Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Licensee's General

Liability policy, shall be delivered to County at the address shown below and provided prior to commencing activities under this Agreement.

- 2) Renewal Certificates shall be provided to County not less than 10 days prior to the Licensee's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Licensee and/or Sub-Contractor insurance policies at any time.
- 3) Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Licensee identified as the contracting party in this Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- 4) Neither the County's failure to obtain, nor the County's receipt of, nor failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Licensee, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.
- 5) The Licensee shall send Certificates and copies of any required endorsements to:  
Ford Theatres  
2580 Cahuenga Boulevard East  
Los Angeles, California 90068  
Fax: (323) 464-1158  
Email: aguzman1@arts.lacounty.gov
- 6) The Licensee shall promptly report to County:
  - 1) Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Licensee and/or County. Such report shall be made in writing within 24 hours of occurrence.
  - 2) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Licensee under the terms of this Agreement.
  - 3) Any injury to a Licensee employee or agent which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the Managing Director.
  - 4) Any third party claim or lawsuit filed against Licensee or any of its Sub-Contractors which arises from or relates to this Agreement and could result in filing of a claim or lawsuit against Licensee and/or County.

(c) **Insurance Coverage Requirements.** Licensee shall maintain the following programs of insurance:

- 1) General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), with limits not less than the following:

General Aggregate – \$2 million  
Each Occurrence – \$1 million  
Products and Completed Operations – \$1 million  
Personal and Advertising Injury – \$1 million  
Fire Legal Liability – \$50,000

- 2) Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Licensee's use of autos pursuant to this Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.
- 3) Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If the Licensee will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to the Licensee's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

(d) **Additional Insured Status and Scope of Coverage.** The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers, the Los Angeles Philharmonic, Crumble Catering, Inc., and Ford Theatre Foundation (collectively, "County and its Agents") shall be provided additional insured status under the Licensee's General Liability policy with respect to liability arising out of the Licensee's ongoing and completed operations performed with respect to this Agreement. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Licensee's acts or omissions, whether such liability is attributable to the Licensee or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

(e) **Cancellation of or Changes in Insurance.** The Licensee shall provide County with, or Licensee's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation

for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Agreement, in the sole discretion of the County, upon which the County may suspend or terminate this Agreement.

(f) **Insurer Financial Ratings.** Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

(g) **Licensee's Insurance Shall Be Primary.** The Licensee's insurance policies, with respect to any claims related to this Agreement, shall be primary with respect to all other sources of coverage available to Licensee. Any insurance or self-insurance coverage maintained by any of the County and its Agents shall be in excess of and not contribute to any Licensee coverage.

(h) **Waivers of Subrogation.** To the fullest extent permitted by law, the Licensee hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Agreement. The Licensee shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

(i) **Sub-Contractor Insurance Coverage Requirements.** Licensee shall include all Sub-Contractors as insureds under the Licensee's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. The Licensee shall be responsible for verifying that each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and the Licensee as additional insureds on the Sub-Contractor's General Liability policy and any other applicable policy of insurance. The Licensee shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

(j) **Deductibles and Self-Insured Retentions (SIRs).** The Licensee's policies of insurance shall not obligate the County to pay any portion of any Licensee deductible or SIR. The County retains the right to require the Licensee to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing the Licensee's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

(k) **Claims Made Coverage.** If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Agreement. The Licensee understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Agreement expiration, termination or cancellation.

(l) **Application of Excess Liability Coverage.** The Licensees may use a combination of primary and excess insurance policies, which excess insurance policies provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

(m) **Separation of Insureds.** All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

(n) **Alternative Risk Financing Programs.** The County reserves the right to review, and then approve, Licensee's use of self-insurance, risk retention groups, risk purchasing groups, pooling

arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

(o) **County Review and Approval of Insurance Requirements.** The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon the County's determination of changes in risk exposures.

(p) **Failure to Maintain Insurance.** The Licensee's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Agreement, upon which the County immediately may withhold payments due to the Licensee, and/or suspend or terminate this Agreement. The County, at its sole discretion, may obtain damages from Licensee resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Licensee, deduct the premium cost from sums due to Licensee or pursue Licensee reimbursement.

(q) **Compensation for County Costs.** In the event that Licensee fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Licensee shall pay full compensation for all costs incurred by County.

**§ 403. Intentionally Omitted.**

**§ 404. Public Entities.** To the extent both parties to this Agreement are public entities, and this provision is activated in writing by the County in the foregoing Agreement, the following provision shall be substituted for **Sections 401** and **402** herein:

In contemplation of the provisions *California Government Code*, section 895.2, imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an Agreement as defined by *California Government Code*, section 895, the parties hereto, as between themselves, pursuant to the authorization contained in *California Government Code*, sections 895.4 and 895.6, will each assume the full liability imposed upon it, or any of its officers, agents, or employees, by law for injury caused by negligent or wrongful act or omission occurring in the performance of this Agreement to the same extent that such liability would be imposed in the absence of section 895.2. To achieve the above-stated purpose, each party indemnifies and holds harmless the other party for any liability imposed solely by virtue of section 895.2. The provision of *California Civil Code*, section 2778, is made a part hereto as if fully set forth herein. The Licensee certifies that it has adequate self-insured retention of funds to meet any obligation arising from this Agreement.

**§ 405. Intentionally Omitted.**

**§ 500. CANCELLATION OF EVENT/PERFORMANCE**

**§ 501. Force Majeure.** (a) The parties will be excused from the performance of this Agreement in whole or in part, only by reason of the following causes:

- (1) when such is prevented by operation of law;
- (2) when such is prevented by an irresistible superhuman cause, including but not limited to flood, earthquakes and fires; and,

(3) when such is prevented by an act of the public enemies of the State or of the United States of America, or by strike, mob violence, fire, delay in transportation beyond the control of the Licensee, or unavoidable casualty.

(b) In the event the Event/Performance is excused in accordance with this **Section 501**, and the Event/Performance is canceled, the County agrees to reimburse the Licensee the License fee paid to the County pursuant to Section 4 of the primary document to this Agreement, excluding extraordinary costs and expenses incurred by the County at the direct request of the Licensee. Reimbursement shall be without interest and may, in the Managing Director's sole discretion, be reduced by costs incurred by the County as a direct result of instructions from the Licensee with respect to the canceled Event/Performance.

**§ 502. Cancellation of Event/Performance.** (a) Except as otherwise expressly provided herein, in the event the Licensee cancels the Event/Performance at the Ford Theatre, Licensee forfeits the License fee paid to the County pursuant to Section 4 of the primary document to this Agreement, and shall remain responsible for other costs incurred by the County with respect to the Event/Performance as provided in this Agreement.

(b) The Managing Director, in his/her sole discretion, may reimburse the Licensee the License fee paid to the County pursuant to Section 4 of the primary document to this Agreement; excluding extraordinary costs and expenses incurred by the County. Reimbursement may be made if the Licensee provides information to the Managing Director that cancellation of the Event/Performance could not otherwise be avoided by exercise of the Licensee's reasonable due care. To the extent reimbursement is approved pursuant to this **Section 502**, it shall be without interest.

## **§ 600. OPERATIONAL RESPONSIBILITIES**

**§ 601. County Rules.** The Licensee shall comply with and abide by all applicable rules, regulations and directions of the County.

**§ 602. Permits/Licenses.** The Licensee shall comply with all applicable County and local ordinances and all State and federal laws, and in the course thereof obtain and keep in effect all permits and licenses required to conduct the permitted activities at the Ford Theatre.

**§ 603. Event/Performance Start Time.** The Event/Performance start time(s) shall be as set forth in the primary document to this Agreement. In the event that the start time is changed by the Licensee after tickets have been placed on sale, the Licensee will be subject to a penalty of one thousand dollars (\$1,000) unless a plan to notify ticket buyers and the public of the time change is approved by the Managing Director. If and when the planned notification activities have been carried out to the satisfaction of the Managing Director, the penalty will be withdrawn.

**§ 604. Front of House.** (a) The Ford Theatre gates shall be open to all patrons not less than two hours prior to the advertised start time of each evening Event/Performance and one hour prior to morning events. The house (theatre) doors are opened one hour before the Event/Performance is scheduled to begin. Set-up may continue after the house is open. The start of the Event/Performance may be delayed no more than five minutes; up to 15 minutes are allowed in cases of extreme emergency as authorized by the Managing Director. Licensee will be assessed a violation fee of \$500.00 for each event that does not allow the house to be opened or that does not begin in accordance with this **Section 604**.

(b) Except as otherwise expressly authorized by the Managing Director, all performances other than films which are longer than one hour will have a minimum of one 15 minute intermission. Films and performances that are less than one hour in duration may be performed without an intermission. It shall be the Licensee's responsibility to inform the Ford Theatre's Event Services Manager of the length of the performance, the approximate time of intermission, and an acceptable time for seating latecomers. Licensee will be assessed a violation fee of \$500.00 for each event that does not provide for an intermission in accordance with this **Section 604**.

(c) Except as otherwise provided in writing by the County, programs may not be sold. Any unused programs must be retrieved or disposed of by the Licensee at the conclusion of the Event/Performance. County will not be responsible for unused programs left on the premises.

(d) Except as otherwise expressly authorized by the Managing Director, no fund-raising activities will be allowed.

**§ 605. Technical.** (a) Access for rehearsal(s) will only be permitted at the date(s) and time(s) specified in this Agreement. Access for set-up and/or strike time beyond the date(s) and time(s) specified herein must be arranged for separately and will require an additional fee as determined by the Managing Director. All production elements must be struck at the conclusion of the Event/Performance.

(b) Licensee is required to attend a minimum of two production meetings with Ford Theatre technical staff. The first shall occur prior to contract signing and provide the basis for a preliminary estimate of technical crew costs (included as Exhibit C to this Agreement). The second shall occur no later than 30 days prior to Licensee's first use of the Ford Theatre and provide the basis for final Ford Theatre technical crew assignments and, if appropriate, a corresponding revised estimate of technical crew costs.

**§ 606. Technical Crew.** Unless otherwise expressly provided in this Agreement, Licensee shall utilize Ford Theatre's Stage Supervisor, Master Electrician and Lead Audio Engineer for the set-up, performance, strike and restoration of the Ford Theatre. In consultation with Ford Theatre technical staff, Licensee may arrange for additional Ford Theatre technical crew to assist with mounting of Licensee's Event/Performance. The cost of such labor will be deducted from Licensee's deposit or included as part of the final cost report and settlement. The County will provide a written estimate (subject to change) of such costs.

**§ 607. Curfew and Length of Performance Policy.** (a) The Event/Performance shall end no later than 11:00 p.m. local time, or at such earlier time announced in publicity materials.

(b) Ford Theatre theatrical lighting and sound will be turned off at 11:00 p.m. local time,. To the extent the Event/Performance extends beyond this time, Licensee shall pay the County a \$1,000.00 violation fee per occurrence.

(c) Except as expressly authorized by the Managing Director, no event shall exceed four (4) hours in total length.

**§ 608. Sound Limit Policy.** (a) Any sound system used in the Event/ Performance must be approved by the Production Manager. The sound level output as measured at the sound mixing console located at the rear of the amphitheatre may not exceed 95 dBA at any time.

(b) To the extent the sound levels exceed the limitations set forth in this **Section 608**, Licensee shall be assessed a \$1000.00 violation fee per occurrence. Continued violation of the sound limit policy may, in the sole discretion of the Managing Director, result in termination of the event.

**§ 609. Conduct.** Licensee shall conduct the permitted activities in a courteous and non-profane manner, operate without interfering with the use of the facilities by the County or the public, except as herein permitted, and remove any agent, servant or employee who fails to conduct permitted activities in the manner heretofore described.

**§ 610. Credit.** (a) The Licensee shall credit the County in all authorized printed programs and in all advertising, including radio and television, concerning the Event/Performance. Programs will include the following statement:

*“The John Anson Ford Theatre is a regional park of the County of Los Angeles devoted to the presentation of the performing arts and operated by the Los Angeles County Arts Commission.”*

(b) The Licensee agrees that all authorized uses of film, video and/or audio recordings shall carry the following or similar credit approved by the Managing Director:

*“Recorded at the John Anson Ford Amphitheatre, a regional park of the County of Los Angeles devoted to the presentation of the performing arts and operated by the Los Angeles County Arts Commission.”*

(c) The Licensee shall comply with any additional credit requirements specified elsewhere in this Agreement.

(d) Any credit provided in accordance with this **Section 610**, shall not give rise to any liability whatsoever on the part of the County.

**§ 611. House Staff and Security.** The County shall provide a basic house staff comprised of a House Manager, Ushers and, as needed, a merchandise sales associate and minimal security personnel. In consultation with the Licensee, but at the sole discretion of the Managing Director, additional house staff and/or security guards may be required for each Event/Performance. The cost of additional house staff and security guards required will be deducted from Licensee’s deposit or included as part of the final cost report and settlement. The County will provide a written estimate (subject to change) of the costs of any additional house staff or security guards required.

**§ 612. Risk of Loss.** The Licensee shall assume the risk of loss, damage or destruction to any and all fixtures and personal property belonging to the Licensee that are installed or placed within the area occupied unless such claims arise from the negligence or willful misconduct of the County, its agents, employees, representatives or contractors.

**§ 613. Maintenance/Repair/Replacement.** (a) Licensee shall conduct its operation in an orderly way with continuous attention to the storage of equipment not in use and the clean up of trash and debris generated by Licensee. To the satisfaction of the County, at the completion of permitted activities (and prior to vacating the premises), the Licensee shall restore the premises to the conditions that existed at the time the Licensee came into possession of the premises, normal wear and tear excepted, and shall leave the premises



in a broom clean condition. This shall include removal of all rubbish and debris, as well as structures placed on the premises by the Licensee, in order that the premises will be neat and clean and ready for normal use by the County for the next scheduled event or on the day following the final use of the premises permitted under this Agreement, whichever occurs first. If Licensee does not comply with this provision, as determined by the Managing Director in his/her sole discretion, the County may put the premises in good and clean condition and Licensee will reimburse County upon demand for all costs incurred.

(b) The Licensee shall be liable for all costs incurred by the County, as determined by the County, to repair any and all damage to County facilities, buildings, or grounds caused by the Licensee or employees or agents of the Licensee. All costs incurred by the County, as determined by the County, for such repairs will be deducted from Licensee's deposit or included as part of the final cost report and settlement. The Licensee shall immediately pay all amounts due and owing to the County upon issuance by the County of the final cost report and settlement.

(c) Partial or total destruction of the Ford Theatre, from any cause whatsoever, shall not raise any obligation on the part of the County to rebuild, replace, renovate, regrade, replant or restore. If such destruction makes the premises unfit for the Licensee's use, this Agreement shall automatically terminate without liability to the County except to return unused sums identified in Section 4 of the primary document to this Agreement.

(d) Upon the expiration of this Agreement or upon any termination hereof, any and all equipment, fixtures, or other improvements erected or placed upon the premises by Licensee and to which the Licensee has retained title shall be removed at the Licensee's sole expense. County may charge Licensee a reasonable storage charge for equipment, fixtures, or other improvements not removed from the premises within ten (10) days after the expiration or termination of this Agreement. All reasonable removal, transportation and storage charges incurred by the County hereunder shall be borne by the Licensee.

**§ 614. Right to Enter.** Licensee shall allow the Managing Director to enter the premises at any time to determine compliance with the terms of this Agreement, and shall allow the Managing Director, the County and/or other authorized governmental representatives access for any other purpose incidental to the performance of the responsibilities of those governmental entities.

**§ 615. Costs.** Licensee shall bear the sole costs, wages, expenses and fees, including copyright fees, if any, incidental to the Licensee's use of the Ford Theatre, and keeping the premises free of all liens. The Licensee agrees to indemnify, defend and hold the County, its officers, employees and agents harmless from any sanctions or other liability which may be assessed against the County, its officers, employees or agents by reason of the Licensee's failure to comply with the provisions of this **Section 615**.

**§ 616. Responsible Representative.** Licensee shall keep a responsible representative available on the Ford Theatre premises during all permitted hours of the entire Event/Performance. This representative shall maintain copies of this Agreement for display upon request.

**§ 617. Smoking Prohibited.** Except as expressly provided by law, the Licensee shall prohibit smoking in areas covered by *California Labor Code*, section 6404.5, and/or applicable County ordinances.

**§ 618. Additional Covenants.** The Licensee shall not:

- (a) change the topography of the Ford Theatre grounds or erect or install any improvements thereon, except as may be authorized in writing by the County;
- (b) sell tickets of admission for or otherwise permit the audience to be seated during the Event/Performance upon the stage of, or the hillside surrounding, the Ford Theatre without the prior consent of the Managing Director – the maximum allowable seating capacity at the Ford Theatre is 1,241;
- (c) use any part for the Ford Theatre premises for lodging, overnight sleeping, or any unlawful purposes;
- (d) overload any floor, ceiling or wall of the Ford Theatre stage or the amphitheatre, or the truss, gridiron or hanging equipment or any other fixture therein;
- (e) place any additional lock of any kind upon any window or interior or exterior door of the premises, or make any change in any existing door or window lock or the mechanism thereof, without the Managing Director’s written permission;
- (f) impede the flow of vehicular traffic upon, nor restrict public access to or from, County property except as necessary during rehearsals and performances, and subject to Managing Director’s consent and approval.

**§ 700. RESERVATION OF RIGHTS.**

**§ 701. Parking, Concessions and Merchandizing.** (a) Except as otherwise expressly set forth in this Agreement, the County reserves the exclusive right to control and operate food, drink, concession and merchandising services at the Ford Theatre. Licensee shall give the Ford Theatre concessionaire the right of first refusal on all food catered for receptions and/or parties.

(b) The County has subleased the Ford Theatre parking lots to the Los Angeles Philharmonic, which reserves the exclusive right to control and operate the parking. Except as otherwise expressly provided, Licensee shall receive fifteen (15) parking passes for Licensee’s personnel for each Event/Performance. Cars parked on the hillside leading to the Ford’s artist entrance that do not display a pass will be towed. Additional passes for parking in the lower lots may be purchased from the Ford Box Office in advance or from the parking staff the day of the event. Parking at the Ford Theatre is extremely limited; Licensee is urged to encourage personnel to car pool or use the auxiliary parking lots and shuttle.

(c) Licensee shall not park any vehicles in front of or cause any blockage at any time of any fire lane or disabled parking spaces. Any vehicles owned or operated by Licensee or Licensee’s agents or subcontractors standing in the fire lane or parked in disabled parking spaces without displaying disabled parking placards will be towed or Licensee will be charged \$100.00 per vehicle to be deducted from deposit.

(d) With the exception of autograph signings on Edison Plaza, there shall be no post-performance receptions. Permission for pre-performance receptions must be obtained from the Event Services Manager.

(e) The sale of merchandise (including location of booths/tables) at the Ford Theatre must be pre-approved by the Managing Director or his designee. The County reserves the right to refuse to carry any merchandise at its sole discretion. Of the total gross merchandise sales and/or booth fees, the Ford Theatre

Foundation shall receive a percentage or a fee according to the specifications outlined in Exhibit B of this agreement.

**§ 702. Television/Radio/Recording Rights.** Except as expressly provided in this Agreement, all television and radio broadcasting (live or delayed) of the Event/Performance, and transcription and recording rights (whether video, audio, or other), are reserved to the County, and may not be exercised by Licensee without a written amendment to this Agreement, signed by the Licensee and the County.

**§ 703. County Complimentary Tickets.** (a) Licensee agrees that a mutually agreed upon number not to exceed thirty-two (32) complimentary pre-designated house seats (excluding press comps) for the Event/Performance will be reserved for County use at the disposition of the Managing Director.

(b) The County reserves the right to distribute complimentary tickets to charitable organizations. Best efforts will be made not to interfere with tickets that might otherwise be sold.

**§ 704. Box Office Advances and Refunds.** Advances on box office will not be made except in the case of production emergencies for nonprofit organizations only. All requests for box office advances must be authorized by the Managing Director and Licensee's board of directors in writing, under signature of the Licensee's chief fiscal officer. Any box office advance must be guaranteed by the board of directors. If the Licensee's performance does not occur for any reason, including rain, all ticket sales will be refunded to purchasers.

**§ 705. Signs/Advertising.** (a) Licensee shall not use the Ford Theatre premises for any advertising purposes whatsoever and shall not place or cause to be placed any sign, advertising or other matter, on the premises without the Managing Director's written permission. There will be a \$500 violation fee against Licensee for affixing unauthorized signage.

(b) The County shall at all times have the right to post the premises with signs declaring the County's non-responsibility for Licensee's obligation.

**§ 706. Other Performance in Los Angeles County.** Except as expressly authorized by the Managing Director, Licensee shall not present material identical to that in its Ford Theatre Event/Performance at any other site in Los Angeles County three months before or after the Event/Performance. This prohibition includes free performances and open rehearsals.

## **§ 800. INDEPENDENT STATUS**

(a) The Licensee shall at all times be acting as an independent contractor. This Agreement is not intended, and shall not be construed to create the relationship of agent, servant, employee, partner, joint venture, or association, as between the County and the Licensee. Licensee understands and agrees that all of Licensee's personnel are employees solely of the Licensee and not of the County for purposes of workers' compensation liability.

(b) As an independent contractor, the Licensee has no power or authority to bind the County in any manner, including without limitation to any obligations, agreements or contracts, except as expressly provided for in this Agreement.

## **§ 900. TERMINATION/CANCELLATION OF PERMITTED ACTIVITIES**

**§ 901. Termination of Agreement for Default.** (a) This Agreement may be terminated in whole or in part by the County by providing to the Licensee a written Notice of Default if the Licensee fails to perform any material covenant or condition of this Agreement, as determined by the Managing Director. If otherwise permitted by a written amendment to this Agreement, future right to use material recorded at the Ford Theatre may also be revoked for such breach.

(b) The Licensee shall have not more than ten (10) calendar days from the date of the Notice of Default in which to cure the Default(s), however, in his or her sole discretion, the Managing Director may extend this period or authorize a longer period for cure.

(c) Without limitation of any additional rights or remedies to which it may be entitled, if the County terminates all or part of the Licensee's event/performance for Licensee's Default, the County, in its sole direction, may procure a replacement performance(s) and the Licensee shall be liable for all excess County costs incurred in connection with seeking the replacement performance(s), as determined by the County in its sole discretion.

**§ 902. Termination for Improper Consideration.** (a) The County may, by written notice to the Licensee, immediately terminate the right of the Licensee to proceed under this Agreement if it is found that consideration, in any form, was offered or given by the Licensee either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to the Licensee's performance pursuant to the Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Licensee as it could pursue in the event of default by the Licensee.

(b) The Licensee shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861, or via e-mail at [Hotline@auditor.lacounty.gov](mailto:Hotline@auditor.lacounty.gov).

(c) Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

## **§ 1000. GENERAL PROVISIONS**

**§ 1001. Contract Modifications/Amendments.** This Agreement fully expresses the agreement of the parties. Except where expressly provided herein, any modification or amendment of the terms or conditions of this Agreement must be by means of a separate written document approved by the Managing Director. No oral conversation between any officer or employee of the parties shall modify or otherwise amend this Agreement in any way.

**§ 1002. Limitations/Assignments.** (a) Title to all personal property or real property improvements in or on the premises by the County shall remain the County's. Title to all personal property placed in or on the premises by Licensee shall remain the Licensee's provided said property can be removed without damaging the realty. All improvements to real property and fixtures placed in or on the premises by the Licensee shall become the property of the County.

(b) This Agreement is a license and not a lease and is a personal, revocable and unassignable permission to use the Ford Theatre for the express purposes set forth in this Agreement. It confers no interest in real property. Any attempt by the Licensee to assign this Agreement shall be void and shall constitute a material breach of this Agreement upon which the County may immediately terminate this Agreement in accordance with the provisions of **Section 901**, "Termination of Agreement for Default," of these Standard Terms and Conditions.

**§ 1003. Notices.** (a) The Managing Director shall be the County representative to whom the Licensee shall forward all notices, documents, reports, and records as required herein. Notices to the Licensee shall be addressed as listed in this Agreement.

(b) Notices, demands and communications to be given hereunder by either party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested, and shall be deemed communicated as of the date of mailing.

(c) If the name and/or address of the person designated to receive the notices, demands or communications changes, the affected party shall notify the other party in writing of such change in accordance with this section, within five (5) working days of said change.

**§ 1004. Attorney Fees.** If either party hereto brings court action to enforce the terms hereof or declare rights hereunder, the prevailing party, on trial or appeal, shall be entitled to have its reasonable attorney fees, as determined and fixed by the court, paid by the losing party.

**§ 1005. Waivers.** (a) Waivers of the provisions of this Agreement shall be in writing and signed by the Managing Director.

(b) No waiver of a breach of any provision of this Agreement shall constitute a waiver of any other breach of that provision or of any other provision of this Agreement. Failure of the County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this sub-paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

**§ 1006. Validity.** The invalidity of any provision of this Agreement shall not void or affect the validity of any other provision.

**§ 1007. Authorization Warranty.** The Licensee represents and warrants that the person executing this Agreement for the Licensee is an authorized agent who has actual authority to bind the Licensee to each and every term, condition, and obligation of this Agreement and that all requirements of the Licensee have been fulfilled to provide such actual authority.

**§ 1008. Governing Law, Jurisdiction, Venue.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Licensee agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

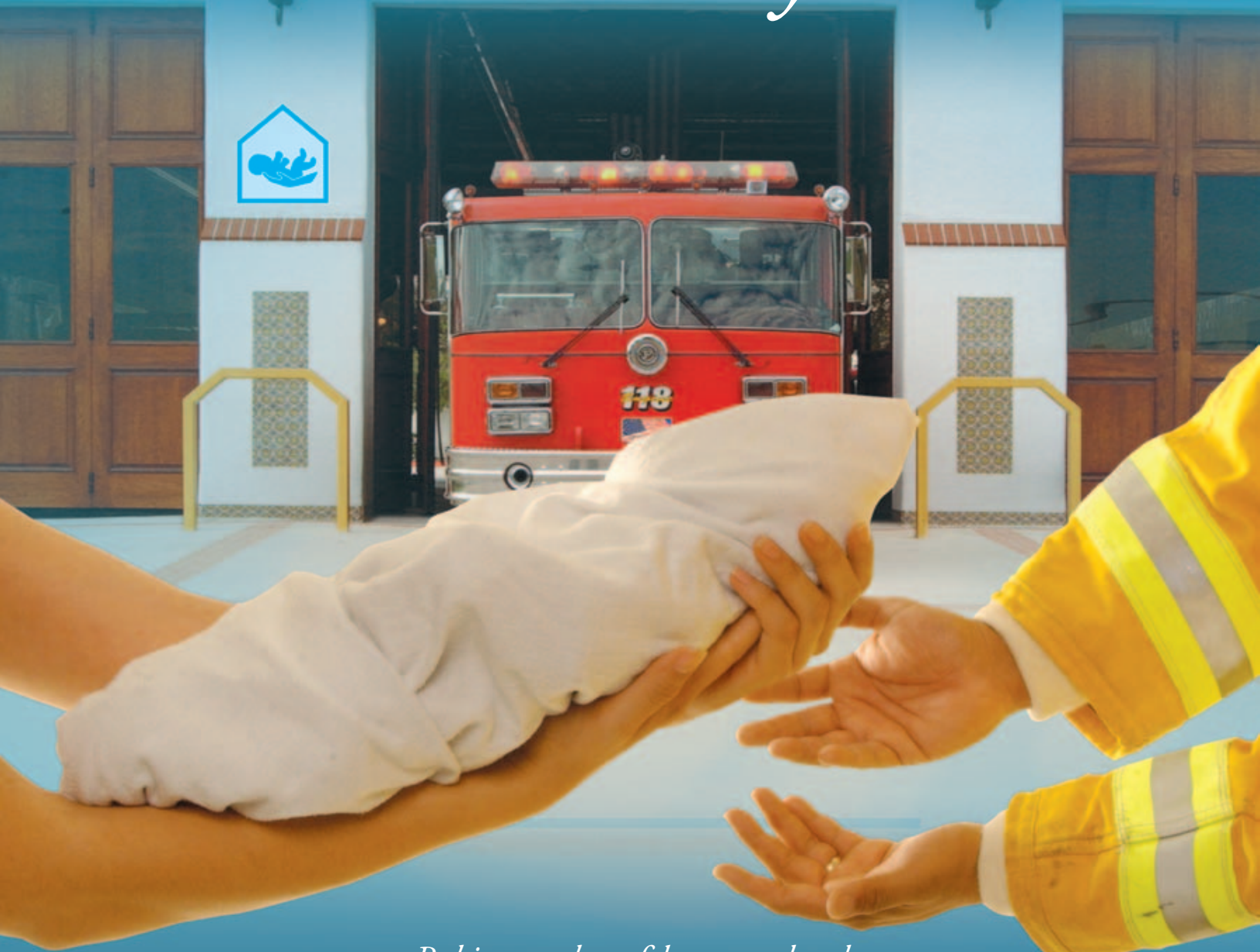
**§ 1009. Entire Agreement.** (a) This Agreement constitutes the entire, full, complete and exclusive statement of understanding between the parties which supersede all previous written or oral agreements, and all prior communications between the parties relating to the subject matter of this Agreement.

(b) Licensee warrants that it has received a copy of this Agreement, including all exhibits thereto, and upon execution of this Agreement, it shall be Licensee's responsibility to retain the Agreement on file, and to abide by the entire Agreement.

**§ 1010. Captions.** The section headings appearing herein shall not be deemed to govern, limit, modify or in any way affect the scope, meaning or intent of these terms and conditions.

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# *Safely* Surrendered *Baby Law*



*Babies can be safely surrendered  
to staff at any hospital or fire station in Los Angeles County*

No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

[www.babysafela.org](http://www.babysafela.org)



# Safely Surrendered Baby Law

## What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

*Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.*

## How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

## What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

## Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

## Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

## Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

## What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

## What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

## Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

## A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.

