

I. Inspections

The Contractor must participate in a walkthrough inspection with the City's On-site Coordinator, City's Designee and other City representatives. The Contractor and the City's Coordinator may agree to some other time for either or both of these walkthroughs as may be more convenient to both. Failure of the Contractor to participate in the pre-event walkthrough constitutes a waiver of any objection to the City's characterization of the pre-event status of the Use Area or any aspect thereof.

The Contractor shall participate in a post-event walkthrough inspection with the City's On-site Coordinator, City's Designee and other City representatives. Failure of the Contractor to participate in the post-event walkthrough constitutes a waiver of any objection to the City's characterization of any damage or cleanup as having been caused by the Event, and of any objection to the City's costs or estimated costs of the work based on any assertion that the Contractor could have completed the work less expensively, so long as the City's costs were reasonable based on demonstrated actual staff, supplies and materials.

J. Damage Deposit/Bond

Contractor agrees to pay for the repair or replacement of all damaged structures, equipment and facilities, trees, grass, and landscaping in areas occupied by the Event damaged through any act or omission of the Contractor, Contractor's agents, or persons attending the Event. Contractor agrees to provide the City with a Letter of Credit in the amount of \$100,000. The City shall determine costs for unusual wear and tear or damage, within five days after the post-event walkthrough. Expenses for repair or restoration will be deducted from Contractor's Letter of Credit. If the costs are less than the damage deposit, the remainder of the deposit will be refunded to Contractor within thirty days of the post-event walkthrough.

K. Permits and Approvals

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The Contractor shall obtain and warrants that it has the capacity of obtain and comply with all necessary permits, licenses, approvals and deadlines from any applicable state, county and local agency. Permits for such Event, include but are not limited to: liquor permit; special event permit, health department permits and any other applicable City permits that may be required.