

# APPROVED

JAN 17 2018

## BOARD OF RECREATION AND PARK COMMISSIONERS

BOARD REPORT

NO. 18-008

DATE January 17, 2018

C.D. Various

### BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: SKATE PARKS AND PLAZAS – AGREEMENT WITH STOMP CO., ALLOWING STOMP CO TO ACCESS RAP SKATE PARKS AND PLAZAS TO CONDUCT PUBLIC SKATEBOARD LESSONS AND PROVIDE ASSOCIATED DEVELOPMENTAL GUIDANCE THROUGH THE STOMP SESSIONS MOBILE APP PLATFORM; CATEGORICAL EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE III, SECTION 1, CLASS 1(14) [ISSUANCE OF PERMITS TO USE AN EXISTING STRUCTURE INVOLVING NEGLIGIBLE OR NO EXPANSION OF USE] AND CLASS 23 [NORMAL OPERATION OF EXISTING FACILITIES DESIGNED FOR PUBLIC GATHERINGS] OF THE CITY'S CEQA GUIDELINES

AP Diaz	_____	V Israel	_____
R. Barajas	_____	S Pina-Cortez	_____
H Fujita	_____	* N. Williams	<u>NDW</u>

  
 \_\_\_\_\_  
 General Manager

Approved X Disapproved \_\_\_\_\_ Withdrawn \_\_\_\_\_  
With Revision to the Agreement

### RECOMMENDATIONS

- 1 Approve the proposed Agreement (Agreement) with Stomp CO. (Stomp), a Delaware corporation, attached hereto as Attachment 1, specifying the terms and conditions for the performance of public skateboard lessons at Department of Recreation and Parks (RAP) skate parks and skate plazas, scheduled and administered by Stomp through the Stomp Sessions mobile application (app);
2. Find, pursuant to Charter Section 371(e)(2), that obtaining competitive bids for the work to be performed pursuant to this Agreement is not practicable or advantageous because the professional, technical expertise, and specialized knowledge and experience required are already possessed by Stomp and are exclusive and unique to Stomp given their industry status and experience;
- 3 Find, pursuant to Charter Section 371(e)(10), that subject to the requirements of Charter Section 1022, the use of competitive bidding would be undesirable, impractical or impossible, or where the competitive bidding requirements are otherwise excused by the common law, it is in the City's best interest to enter into the proposed Agreement for the provision of action sports instructional lessons by Stomp through the Stomp Sessions App, with such activities focused initially on skate boarding, which will enhance the

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recreational experience for the public at RAP recreational facilities, initially being RAP skate parks and skate plazas;

4. Find, that a Charter Section 1022 determination by the City Administrative Officer and Personnel Department is not required, and that in accordance with Charter Section 1022, that RAP does not have sufficient financial resources or personnel available in its employ to continuously undertake these specialized tasks, and that it is more economical and/or feasible to secure such services from Stomp than by hiring City employees;
5. Find that the proposed Agreement is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Art. 3, Class 1(14) and 23; and direct RAP staff to file a Notice of Exemption;
6. Authorize the RAP's Chief Accounting Employee to prepare a check to the Los Angeles County Clerk in the amount of Seventy-Five Dollars (\$75.00) for the purpose of filing a Notice of Exemption;
7. Authorize the Board President and Secretary to execute the Agreement upon receipt of the necessary approvals;

### SUMMARY

Stomp CO, a Delaware corporation authorized to conduct business in California, approached RAP with a unique opportunity to provide previously untapped recreational opportunities to the public in the form of skate board riding lessons, by connecting the public who wish to improve their skate board skill levels ("Learners"), with professional instructors ("Pros") who will provide skate board riding lessons and guidance ("Stomp Sessions") at RAP skate parks and skate plazas. The Stomp Sessions will be scheduled, monitored, and managed through the trademarked, Stomp Sessions mobile platform or "app". Essentially the Stomp Sessions App matches Learners with Pros to provide affordable, quality lessons and guidance at a professional level that the public may otherwise not be exposed to, and an opportunity for the professional athletes to share their expertise and get paid under a supervised and structured environment. Attachment 2 of this report is the proposal presentation describing the Stomp Sessions App, and the arrangements stipulated in the proposed Agreement.

Stomp's executive team, led by Mr. Ryan Williams, CEO, Entrepreneur, Finance Expert, and former X-Games medalist, consists of former Olympic and X-Games icons, as well as action-sport industry veterans and advisors from Red Bull, GoPro, High Fives Foundation, Burton Volcom, Trail Runner International, Alibaba, and IDEO. Attached as Attachment 3 is a Stomp Sessions summary sheet which lists the Stomp Management and Advisory Team (collectively, the "Stomp Team"). The Stomp Team works in unison to evaluate and validate industry needs,

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to build the Stomp Skills Matrix and attract users and instructors to the Stomp platform through the Team's combined, multi-million following from various social media channels.

Although this initial opportunity focuses on skate board riding lessons, the Stomp Sessions App and proposed Agreement have the capacity to expand into additional action sports and activities, such as, but not limited to, surfing, sailboarding, inline skating, standup paddling, mountain biking, BMX, and more, including traditional recreational sports and programs (football, basketball, soccer, tennis, volleyball, yoga, aerobics, etc...). Essentially, the Stomp Sessions App provides a platform where the public can schedule a future or immediate instructional lesson, or Stomp Session, in real time at the tip of one's fingers. The Stomp App locates the App user's location, identifies venues (skate parks and plazas) in the App-user's vicinity, and provides information on available Pros (availability, fee, expertise, etc.) for a future or same-day lesson. A Pro's fee is based on the Pro's industry status, which can range from Sixty Dollars to One Thousand Dollars (\$60.00 to \$1,000.00) per hour.

The Stomp Sessions Learner-to-Pro instructional ratio can be one-to-one, or up to three-to-one, thereby providing the Learner with specific, direct attention geared towards his or her individual needs and objectives. As more fully described in Exhibit-A of the proposed Agreement, the services received by the Learner do not end at the conclusion of the Stomp Session. Learners are able to continue to learn and develop through digital engagement and videos with the Stomp App. In addition to the videos created by the professional instructors, Learners may upload personal performance videos they created, to use in comparison with the pro-videos and evaluate their personal progression in improving their skill level. The App also has the capacity for Learners to obtain feedback from the Pros on their personal progression in real time.

The Stomp Sessions App is patented, trademarked, and copyrighted, as it is the first mobile matchmaking app and platform for professional instruction, lessons, and skills development guiding in action sports. The Stomp Sessions concept presents a unique social media platform that although much like that of Uber, Lyft, and AirBNB in terms of the business model and mobile app implementation, it's unique in the sense that it's the only mobile app and platform focused on action sports, providing a direct connection between action-sport enthusiasts and professional athletes for a distinct learning and guiding experience opportunity that would otherwise not be available to the general public. Stomp Sessions at its core, is a data-media company collecting cross-sport skill, progression, demographic, and behavioral data, with a skills matrix that presents a new and informed path for development in any activity from beginner to pro. Stomp's matchmaking algorithm matches users with right-fit instructors that will use technology to optimize teaching accuracy and effectiveness over time.

RAP receives social-media app proposals on a regular basis, with such proposals often relating to sports in general, as well as other activities in the areas of arts & culture, senior and child development, crafts and trade skills, and education. However, previous app proposals have been found to be mere referral services that direct the public to recreation facilities, programs, and activities offered by RAP at park facilities, as well that provided by other agencies and organizations at non-RAP venues. Unlike the Stomp App, such apps place the data-entry burden on RAP staff, to initially populate and periodically update the app with facility, program, and activity information, as opposed to the Stomp App which places no such responsibility on

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RAP, as all data management for the Stomp App will be performed by Stomp. RAP and Stomp have discussed and are in agreement to explore additional sports and activities which can be easily added into the proposed Agreement under Exhibit-F (Reserved for Future Instructional Programs).

Through the proposed Agreement between Stomp and RAP, Stomp will have full responsibility for managing the Stomp App, including but not limited to:

- Recruiting and vetting the professional instructors who must complete an instructor profile questionnaire, pass a third-party background check, conform to Stomp Code of Conduct and brand standards and must sign a Coach Agreement with Stomp;
- Maintaining and updating the Stomp App with current information in real time;
- Registering Learners and scheduling Stomp Sessions;
- Processing and accounting of fees and financial records; and,
- Tracking of Learner skills progression through reviews, ratings, and ongoing guidance.

Pursuant to the terms and conditions of the proposed Agreement, Stomp and RAP have agreed to the following commitments:

### **Stomp Contributions**

- A fifteen percent (15%) share of the revenue generated from fees collected from Learners;
- A charitable contribution equal to the amount of five percent (5%) of fees collected from Learners, to be provided to the Los Angeles Parks Foundation;
- Provide periodic free clinics for youth from low-income households, in coordination with RAP facility staff;
- Facility and Program marketing through Stomp social-media platforms (Stomp Sessions App and website - <http://www.stompsessions.com/>);
- Provide RAP with access to Stomp App user data; and,
- Opportunities for other activity prototype on the Stomp platform.

### **RAP Contributions**

- Authorize Stomp to conduct instructional lessons in action sports at RAP facilities, initially being skate parks and skate plazas;
- Designate RAP facilities, initially skate parks and skate plazas, to be Stomp "meet-up" locations; and,
- Promote the Stomp App through RAP website and social media outlets.

The proposed instructional program and related activities at RAP skate parks and skate plazas will not create additional work for RAP Recreational Services or Maintenance Staff. In addition, the rights granted to Stomp to conduct lessons at RAP facilities is non-exclusive and does not prohibit RAP from entering into arrangements with other organizations to provide similar lessons or services if RAP so chooses. As RAP skate parks and skate plazas are unstaffed facilities,

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Recreational Services Staff services will only be required in the event of emergency or unusual circumstances that go beyond the scope of Stomp Sessions and/or Stomp responsibilities. RAP Maintenance Staff will not be required to perform any additional maintenance as the Stomp Sessions are anticipated to be infrequent and spread out among all RAP skate facilities City-wide, with little chance of excessive wear and tear at any one or two facilities.

RAP does not have the personnel possessing the required skills, expertise, industry status, or business connections to perform the action-sport instruction described in the Stomp proposal, nor the capacity to effectively and economically implement such a business model within the parameters of RAP's Mission. Therefore it is recommended that the proposed Agreement be approved allowing Staff to finalize arrangements and coordinate the implementation of Stomp Sessions initially at RAP skate parks and skate plazas, and explore possible, additional recreational activities under the Stomp platform.

### ENVIRONMENTAL IMPACT STATEMENT

The proposed project consists of an agreement between RAP and Stomp CO that involves the periodic use of an existing structure involving negligible or no expansion of use and normal operations of existing facilities designed for public gatherings. As such, RAP staff recommends that the Board determine that the project is exempt from the provision of CEQA pursuant Article III, Section 1, Class 1(14) and Class 23 of the City's CEQA Guidelines. A Notice of Exemption will be filed with the Los Angeles County Clerk upon approval by the Board.

### FISCAL IMPACT STATEMENT:

Authorization for Stomp to access RAP skate parks and skate plazas will present no adverse fiscal impact on RAP's General Fund, as associated costs will be funded by Stomp through user fees and sponsorship collected and secured by Stomp, respectively. It has been determined that the Stomp Sessions will not increase the level of skate park and skate plaza required maintenance, beyond current established levels for grounds maintenance and repair.

This Report was prepared by Joel Alvarez, Senior Management Analyst II, Partnership Division.

### LIST OF ATTACHMENTS

- 1) Proposed Agreement
- 2) Stomp Sessions Proposal
- 3) Stomp Summary Sheet

**AGREEMENT  
BETWEEN CITY OF LOS ANGELES  
AND  
STOMP COMPANY  
FOR THE OPERATION OF SKATEBOARD INSTRUCTIONAL LESSONS  
AT CITY OF LOS ANGELES SKATE PARKS/PLAZAS**

THIS AGREEMENT (“AGREEMENT”) is made and entered into as of \_\_\_\_\_, 20\_\_\_\_, (“EFFECTIVE DATE”), by and between the City of Los Angeles, a municipal corporation acting by and through its Board of Recreation and Park Commissioners (“CITY”), and Stomp, CO., a Delaware corporation (“STOMP”). CITY and STOMP may be referred to herein individually as “PARTY”, or collectively as “PARTIES.

WITNESSETH

WHEREAS, CITY, through its Department of Recreation and Parks (“RAP”), owns and operates twenty-four (24) skateboard parks and skate plazas [collectively, the “PARK(S)”] located throughout the City of Los Angeles at various recreation centers, as described by the list of PARK(S) attached hereto and incorporated herein by reference as Exhibit-A; and,

WHEREAS, STOMP is the developer and owner of “Stomp Sessions”, a web and mobile app that provides opportunities for instructional lessons in a variety of recreational action sports under a guide matching platform that powers mobile applications to the public, providing recreational opportunities that allow action sport participants and athletes to explore more, get better faster, and share experiences while learning new skills and improving existing skill levels (the “STOMP APP”); and,

WHEREAS, STOMP has requested access to the PARK(S) and offered to provide instructional skateboard riding lessons for the benefit and enjoyment of the general public, under a revenue sharing arrangement and fee schedule mutually agreed upon by PARTIES, as more fully described herein; and

WHEREAS, RAP has agreed to allow STOMP access to the PARK(S) to conduct lessons and associated activities, including, without limitation, periodic free clinics and other instructional events as more fully described in this AGREEMENT, which shall be implemented through the STOMP APP pursuant to the terms and conditions of this AGREEMENT; and,

WHEREAS, the PARTIES wish to enter into this AGREEMENT to cooperate in certain cross-marketing activities regarding the STOMP APP and the PARK(S), as described below and attached Exhibits; and,



- 2.1. Upon the terms and subject to the conditions contained in this AGREEMENT, STOMP shall perform the obligations and responsibilities enumerated in Exhibit-B, which is attached hereto and incorporated herein by reference.
- 2.2. Upon the terms and subject to the conditions contained in this AGREEMENT, RAP shall perform the obligations and responsibilities enumerated in Exhibit-C, which is attached hereto and incorporated herein by reference.
- 2.3. Subject to prior coordination with RAP, and in accordance with the conditions in this AGREEMENT, STOMP shall provide a minimum of two (2) free clinics and/or other instructional group events (each a “Clinic and collectively “Clinics”) for each annual period of the TERM (as such term is defined in Section 3.1 below). Each Clinic shall serve a minimum of twelve (12) youth participants from low-income, underserved communities (as determined by RAP). STOMP shall provide and organize each Clinic independently (STOMP only) or, with the prior approval of RAP, through a collaboration with nonprofit organizations serving youths from low-income, underserved communities. In addition, subject to the terms and conditions of this AGREEMENT, STOMP agrees to collaborate with EXPOSURE, a San Diego based nonprofit organization whose vision is to empower women through skateboarding, which operates the “Skate Rising” girls-only skateboard lesson program aimed at inspiring confidence in female youth through skateboarding and encouraging compassion through community service; or other nonprofit organization(s) serving girls, to provide free girls-only skateboard lesson events on a monthly, quarterly, or bi-annual basis, which are higher profile events involving larger participation numbers, contingent upon logistical planning and coordination with RAP.
- 2.4. PARTIES agree that additional STOMP instructional programs for other action-sports (ie. BMX, surfing, hiking, etc.), traditional sports (basketball, football, soccer, baseball, etc.) and/or active recreational activities have been contemplated by the PARTIES for possible incorporation into STOMP SESSIONS under this AGREEMENT. Should such additional STOMP SESSIONS be established in the future, as mutually agreed by the PARTIES, such activity shall be listed under Exhibit-H herein.

### **3. TERM AND TERMINATION**

- 3.1. The performance period of this AGREEMENT shall commence as of the EFFECTIVE DATE above, and shall continue for a period of one (1) year (the “INITIAL TERM”), with two (2) successive one (1) year options to renew (each, a “RENEWAL TERM”) which unless earlier terminated in accordance with the terms and conditions of this AGREEMENT, shall

renew automatically following the INITIAL TERM. Should either PARTY wish to not renew this AGREEMENT, such PARTY shall provide written notice to the other PARTY, informing of its intention to not renew the AGREEMENT, with such notice provided thirty (30) days in advance prior of the end of the INITIAL TERM or then-current RENEWAL TERM. The INITIAL TERM and any RENEWAL TERM shall be collectively referred to herein as the "TERM".

- 3.2. This AGREEMENT shall terminate upon the occurrence of any of the following events:
  - 3.2.1. If either PARTY materially breaches any of the terms, conditions or covenants hereof and does not remedy such material breach within ten (10) business days following receipt of written notice from the non-breaching PARTY of such material breach;
  - 3.2.2. If either PARTY becomes bankrupt or insolvent, or enters into liquidation proceedings, or enters into any arrangement or composition with its creditors, or has a receiver appointed;
  - 3.2.3. If either PARTY attempts to assign or encumber this AGREEMENT without the prior written consent of the other PARTY; or,
  - 3.2.4. If any statute, ordinance, rule or regulation hereafter promulgated by any legislative body or agency having jurisdiction over the promotional activities described herein prohibits the transaction of business of the nature to be provided or transacted hereunder.
- 3.3. In addition to termination for an uncured breach or default, or if either PARTY ceases to operate under this AGREEMENT, either PARTY may issue written notice to the other PARTY terminating this AGREEMENT effective after thirty (30) calendar days from the date of issuance, for cause or circumstances beyond the terminating PARTY's control, or, with respect to the CITY as the terminating PARTY, for CITY's convenience. Additionally, CITY and STOMP reserve the right to terminate this AGREEMENT at their sole discretion for emergency or necessity. If CITY or STOMP should elect to terminate this AGREEMENT, STOMP agrees to immediately cease all operations at the PARK(S) and all STOMP APP related activities associated with or involving the PARK(S), within thirty (30) calendar days of receiving or providing a written notice of termination.
- 3.4. Cease to Operate. The phrase "cease to operate" shall mean the first to occur of any of the following: (i) the termination (but not temporary suspension) of STOMP's corporate charter, unless the same is reinstated within sixty (60) calendar days after such termination; (ii) a material change in STOMP's purposes or function as contained in STOMP's

corporate charter; (iii) a material change in the delivery of services by STOMP, as described herein; or (iv) the failure of STOMP to use the PARK(S) for the purposes described herein, or any other default of the obligations or terms and conditions described and/or contained in this AGREEMENT, for a consecutive period of thirty (30) calendar days; unless prevented from doing so because of damage, destruction, major repairs or refurbishment of the PARK(S), or for reasons beyond STOMP's control.

- 3.5. Upon expiration or termination of this AGREEMENT for any reason, (a) STOMP shall promptly pay to CITY the CITY Revenue Share (as defined below) owed as of the date of termination; (b) all rights and licenses granted to a PARTY hereunder will terminate, and each PARTY's rights to use Marks (defined below) of the other PARTY under this AGREEMENT will immediately cease; (c) each PARTY will promptly return to the other PARTY all copies in its possession or control of the other PARTY's Confidential Information and materials and will certify in writing to the other PARTY within thirty (30) days of such expiration or termination that it has fully complied with the terms of this Section 3.5; and (d) this Section 3.5, as well as the provisions relating to ownership, representations, warranties, indemnities and confidentiality contained in this AGREEMENT shall survive the expiration of this AGREEMENT.

#### **4. FEES AND COSTS**

- 4.1. Unless otherwise stated herein, each PARTY shall be completely responsible for the production of, and all costs and expenses related to, their respective obligations set forth in the attached Exhibit-B and Exhibit-C (hereinafter referred to as each PARTY's "DELIVERABLES"), which are incorporated herein by reference. To the extent that a PARTY provides any image, text, graphic, audio, video, logo, name, likeness, or other material (collectively, "MATERIALS") for inclusion in either PARTY's DELIVERABLES, each PARTY will be responsible to ensure, and each PARTY represents and warrants, that the MATERIALS it provides: (a) does not and will not infringe or violate any third party right, including any copyright, patent, trademark or trade secret, right of privacy or publicity, or (b) contain any defamation to either PARTY or third-party.
- 4.2. Each PARTY agrees to consult with and to reasonably cooperate with the other PARTY in the planning and creation of the other PARTY's DELIVERABLES. Each PARTY's prior approval shall be required in accordance with this AGREEMENT prior to the inclusion of that PARTY's Marks (defined below) in the DELIVERABLES to be provided by the other PARTY.

- 4.3. STOMP agrees to pay to CITY a “CITY REVENUE SHARE” in an amount equal to fifteen percent (15%) of the fees received by STOMP for each instructional session (“STOMP SESSION”) booked through the STOMP APP that takes place at the PARK(S). The CITY REVENUE SHARE shall be payable to CITY on a quarterly basis, within fifteen (15) days of the end of the last month of each quarter. Rates charged by STOMP shall be similar to rates charged for similar services in STOMP’s industry and in accordance with such industry standards. Special promotion or marketing offers below this rate must be agreed to in writing, and in advance by the STOMP CEO and RAP General Manager. Such alternative rates which may be similar to normal PARK(S) offerings for similar services shall be established by PARTIES and listed in a separate, mutually agreed upon exhibit to this AGREEMENT if necessary.
- 4.4. STOMP will use generally accepted accounting standards to maintain accounting and financial records of STOMP in a manner which sufficiently and accurately evidences the finances of STOMP and the CITY REVENUE SHARE. Upon CITY or RAP’s request, STOMP shall provide such records for examination by the CITY or RAP for the purposes of auditing the CITY REVENUE SHARE.

## **5. PUBLICITY**

Neither PARTY shall issue a press release or otherwise make any public announcement or disclosure with respect to this AGREEMENT, including any of the activities contemplated hereunder or concerning the relationship between the PARTIES, without the prior written consent of the other PARTY. CITY and STOMP agree to cooperate and coordinate with respect to the nature, text, and timing of any press release or public announcement(s) concerning the existence of this AGREEMENT, the use or promotion of the PARK(S), or construction of any improvements at the PARK(S), except as may be legally required by applicable laws, regulations, or judicial order. Further, any press release, public announcement, marketing materials, or brochures prepared by either PARTY shall appropriately acknowledge the contributions of both CITY and STOMP. CITY and STOMP agree to mutually coordinate the scheduling and organization of any public or media event to provide the opportunity for attendance and participation by officials and/or representatives of both CITY and STOMP, including elected officials and/or public officials. Similarly, any document, written report, or brochure prepared by either CITY or STOMP, in whole or in part pursuant to the acquisition of real property and/or installation of improvements at the PARK(S), shall contain acknowledgements stipulated in this AGREEMENT.

Incident or crises communication(s) with regard to any activities or incidents related to the STOMP SESSIONS at the PARK(S) will be addressed by RAP. STOMP agrees to cooperate with RAP in the provision of pertinent information, data,

documentation, and/or records necessary for RAP to address any such matter thoroughly and appropriately.

## **6. MARKS AND MATERIALS**

- 6.1. The PARTIES agree and acknowledge that to perform the duties and obligations set forth in this AGREEMENT satisfactorily, each PARTY will need to use certain service marks, trademarks, logos and/or trade names owned by the other PARTY (collectively, the “MARK(S)”), including such MATERIALS included in performing the DELIVERABLES of either PARTY.
- 6.2. STOMP hereby acknowledges and agrees that the only CITY MARK(S) permitted to be used by STOMP in connection with this AGREEMENT are the MARK(S) identified in Exhibit-D to this AGREEMENT and not any other marks, even if under the control and ownership of CITY.
- 6.3. CITY hereby acknowledges and agrees that the only STOMP MARK(S) permitted to be used by CITY in connection with this AGREEMENT are the MARK(S) identified in Exhibit-E to this AGREEMENT and not any other marks, even if under the control and ownership of STOMP.
- 6.4. CITY hereby grants to STOMP a limited, non-exclusive, non-transferable, non-assignable, royalty-free license to use, reproduce, display, and publicly perform the trade names, logos, service marks and trademarks (“CITY MARKS”) identified on Exhibit-D, and the CITY MATERIALS to the extent contained in any STOMP DELIVERABLES solely for the purposes expressly authorized by this AGREEMENT, subject to the requirement that all proposed use of the CITY MARK(S) and CITY MATERIALS must be pre-approved in writing by CITY.
- 6.5. STOMP hereby grants to CITY a limited, non-exclusive, non-transferable, non-assignable, royalty-free license to use reproduce, display, and publicly perform the trade names, logos, service marks and trademarks (“STOMP MARKS”) identified on Exhibit-E, and the STOMP MATERIALS to the extent contained in any CITY DELIVERABLES, solely for the purposes expressly authorized by this AGREEMENT and subject to the requirement that all proposed use of the STOMP MARKS and STOMP MATERIALS must be pre-approved in writing by STOMP.
- 6.6. Without limiting the generality of Sections 6.4 and 6.5 above, neither PARTY will use the other PARTY’s MARK(S) and MATERIALS if in the sole opinion of the owning PARTY said use will infringe, abridge, jeopardize or undermine any copyright, trademark, service mark, logo or other intellectual property right or goodwill of such PARTY or any other right of such PARTY. Both PARTIES agree to use the other PARTY’s MARK(S) in accordance with that PARTY’s reasonable policies regarding

advertising and trademark usage as established from time to time and provided to the other PARTY.

- 6.7. The PARTIES agree that use of the MARK(S) and MATERIALS by the non-owning PARTY is pursuant to a royalty-free, nontransferable, nonexclusive license or sublicense, and neither PARTY shall acquire any ownership interest in such MARK(S) or MATERIALS, or have the right to use such MARK(S) or MATERIALS other than for the sole purpose of performing its duties and obligations to the other PARTY under this AGREEMENT. Each PARTY shall use the other's MARK(S) and MATERIALS only in connection with services that conform to standards of quality reasonably established from time to time by the other. Each PARTY agrees that any advertising or promotion by the other PARTY containing any MARK(S) of the other PARTY will identify and acknowledge such other PARTY as the owner of such MARK(S) and to the extent any such MARK(S) is registered, will so specify as required by the owning PARTY.
- 6.8. Each PARTY shall have the right to remove its MARK(S) from MATERIALS created, approved and used by the other PARTY, in accordance with this AGREEMENT. In such event, the PARTY seeking to remove its MARK(S) shall assume all costs of removal, provided that the other PARTY has acted in good faith.

## **7. OWNERSHIP**

- 7.1. CITY shall be the sole owner of all marketing and promotional materials, artwork and designs created or produced by CITY (including any CITY MATERIALS) under this AGREEMENT, except for those MARK(S) provided by STOMP.
- 7.2. STOMP shall be the sole owner of all marketing and promotional materials, artwork and designs created or produced by STOMP (including any STOMP MATERIALS) under this AGREEMENT, except for those MARK(S) provided by CITY.
- 7.3. For the avoidance of doubt, nothing in this AGREEMENT shall be construed as giving CITY any right, title or ownership in or to the STOMP APP.

## **8. REPRESENTATIONS AND WARRANTIES**

Each PARTY represents and warrants to the other PARTY that:

- 8.1. It has all necessary right, power and authority to enter into and fully perform this AGREEMENT and to grant the rights granted herein;

- 8.2. There is no action, suit, or proceeding relating to it that is pending or threatened before any court, administrative or governmental agency which could materially impact its performance under this AGREEMENT;
- 8.3. It has not taken and will not take any action which would prevent or impair the other PARTY's performance or exercise of any rights arising hereunder;
- 8.4. It is the owner of the MARK(S) licensed hereunder and such MARK(S) will not infringe upon the rights of any third-party;
- 8.5. It owns or controls all MATERIALS provided to or licensed for use by the other PARTY or on which the other PARTY's names and/or MARK(S) appear, so that all such uses shall be free and clear of any and all encumbrances and shall not give rise to any claims, liabilities, damages or costs of any kind;
- 8.6. Its obligations hereunder will be performed in a professional and workmanlike fashion; and,
- 8.7. It shall comply with all applicable laws, codes, regulations, ordinances and rules with respect to the services and/or activities to be performed by such PARTY in connection with this AGREEMENT and any and all federal, state, municipal or other legislative bodies, courts or agencies having jurisdiction over the business of such PARTY, and will, at its own expense, procure and maintain all permits, licenses, approvals, clearances and/or certifications which may be required at any time in connection with its obligations, including but not limited to applicable Local, State, and/or Federal requirements and protocols for employees, volunteers, contractors and subcontractors engaging in the STOMP SESSIONS described herein, including but not limited to certifications, licensing, background checks, and finger printing.

**9. DISCLAIMER OF WARRANTIES**

EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY MAKES, AND EACH PARTY EXPRESSLY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES IN CONNECTION WITH THIS AGREEMENT, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR ANY WARRANTIES ARISING OUT OF A COURSE OF PERFORMANCE, DEALING OR TRADE USAGE, AND THEIR EQUIVALENTS UNDER THE LAWS OF ANY JURISDICTION.

## **10. CONFIDENTIALITY**

Neither PARTY shall disclose to any third-party (other than to their respective employees, representatives or other agents in their capacity solely to fulfill its obligations hereunder) any information of the other PARTY that is confidential or proprietary concerning its customers, business, marketing plans, strategies, materials, properties, methods, processes, the financial terms and provisions of this AGREEMENT, or other information about the other PARTY that is labeled or otherwise designated as confidential or which the receiving PARTY should have known, given the nature of the information and circumstances of disclosure, would be considered confidential information (collectively, "CONFIDENTIAL INFORMATION") except: (a) to the extent necessary to comply with the law or the valid order of a court of competent jurisdiction, in which event the PARTY making such disclosure shall promptly so notify the other and shall seek confidential treatment of such information, (b) as part of its normal reporting or review procedure to its parent, partners, auditors and attorneys, provided, however, that such entities and/or persons agree to be bound by the provisions of this Section 10; or (c) such information has generally become available to the public from sources other than the other PARTY.

## **11. INDEMNIFICATION**

11.1. Except for the active negligence or willful misconduct of CITY, or any of its boards, officers, agents, employees, assigns and successors in interest, STOMP shall defend, indemnify and hold harmless CITY and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by CITY, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including STOMP'S employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by STOMP, Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of CITY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

11.1.1. The PARTY seeking indemnification (the "CITY") must have promptly notified the other (the "STOMP") in writing of any claim or litigation of which it is aware to which the indemnification relates and cooperate STOMP in the defense; and

- 11.1.2. With regard to any claim or litigation to which the STOMP itself is not a party, the CITY must have afforded the STOMP the opportunity to participate in any compromise, settlement, litigation or other resolution or disposition of such claim or litigation. Any settlement requiring the admission of liability by the CITY or payment of any sum by the CITY shall require CITY's prior written consent.
- 11.1.3. Notices regarding indemnification, claim or litigation or dispute shall be initially sent to the PARTY representatives listed in Section 23 of this AGREEMENT.

## **12. INSURANCE**

Before using the PARK(S) under this AGREEMENT, and periodically as required during its TERM, STOMP shall furnish CITY with evidence of insurance on an annual basis, from firms reasonably acceptable to CITY and approved to do such business in the State of California. STOMP or any third party providing work or services under this AGREEMENT for STOMP shall name the City of Los Angeles and its boards, officers, agents, employees, assigns and successors in interest as an additional insured for all required coverage(s), as applicable. STOMP will ensure that like insurance will be maintained by any such third party. Evidence of required coverage shall be on forms reasonably acceptable to CITY's Risk Manager and shall include the types and minimum limits, including Commercial General Liability Insurance in the minimum aggregate amount of Three Millions Dollars (\$3,000,000.00) and in the amount of One Million Dollars (\$1,000,000.00) per occurrence, as set forth in Form 146 (Rev. 06/12); Workers' Compensation and Employer's Liability with waiver of subrogation in favor of City, Automobile Liability and Professional Liability attached hereto and incorporated herein by reference as Exhibit-F.

- 12.1 STOMP shall maintain all such insurance at its sole cost and expense throughout the TERM of this AGREEMENT. CITY may, by applying generally accepted risk management principles, change the required amounts and types of insurance to be effective at the renewal date of the insurance then in effect by giving STOMP sixty (60) calendar days written notice, provided that such amounts and/or types shall be reasonably available to STOMP.
- 12.2 If any of the required insurance contains aggregate limits or applies to other operations of STOMP outside of this AGREEMENT, STOMP shall give CITY written notice of any incident, occurrence, claim, settlement or judgment against such insurance that in STOMP's best judgment may diminish the protection such insurance affords CITY within thirty (30) calendar days of the knowledge of same. STOMP shall further restore such aggregate limits or shall provide other replacement insurance for

such aggregate limits within sixty (60) calendar days of the knowledge of same.

- 12.3 If an insurance company elects to cancel insurance before the stated expiration date, declines to renew in the case of a continuous policy, reduces the stated limits other than by impairment of an aggregate limit or materially reduces the scope of coverage, thereby affecting CITY's interest, STOMP will provide CITY at least thirty (30) calendar days (ten (10) calendar days for non-payment of premium) prior written notice of such intended election. The notice will be sent by receipted delivery addressed as follows: City Administrative Officer, Risk Management, 200 North Main Street, Room 1240, City Hall East, Los Angeles, California 90012, or to such address as CITY may specify by written notice to STOMP.
- 12.4 STOMP's failure to procure and maintain the required insurance shall constitute a material breach of this AGREEMENT under which CITY may immediately terminate this AGREEMENT, or, at its discretion, pay to procure or renew such insurance to protect CITY's interest; STOMP agrees to reimburse CITY for all money so paid.
- 12.5 Self-insurance programs and self-insured retention in insurance policies are subject to separate approval by CITY upon review of evidence of STOMP's financial capacity. Additionally, such programs or retention must provide CITY with an equivalent protection from liability.
- 12.6 City Self-Insurance: Notwithstanding the foregoing provisions of this section to the contrary, CITY shall have the right to maintain the insurance required of this section through a program composed of any combination of self-insurance, risk retention, commercial insurance, risk transfer, and/or risk pooling authorized by California law, all at the CITY's sole option.

### **13. LIMITATION ON LIABILITY**

- 13.1. EXCEPT AS PROVIDED IN SECTION 13.3, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, INCLUDING ANY DAMAGES BASED ON LOSS OF PROFIT, INCOME OR DATA, ARISING FROM OR RELATING TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, EVEN IF SUCH PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF, OR COULD REASONABLY HAVE PREVENTED, SUCH DAMAGES.

13.2. The provisions of this Section 13 will not apply to any indemnification obligation, any breach of the confidentiality provision, or any misappropriation of the other PARTY's intellectual property.

**14. FORCE MAJEURE**

If for any reason, such as, any acts of God, any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not the action(s), regulations(s), order(s) or request(s) prove(s) to be invalid), equipment failure, earthquake, war, terrorist acts, threatened terrorist acts, fire, flood, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material or power shortage, transportation interruption of any kind, work slowdown, civil disturbance, insurrection, riot, cancellations, delays, diversions or substitutions or any act or omissions whatsoever by performers/events, air carriers, hotels, or other transportation companies or any other persons providing any of these services and accommodations, restraints of public authority, or for any other reason, similar or dissimilar, beyond its control ("FORCE MAJEURE EVENT"), any PARTY hereto is unable to perform its respective obligations in connection with the performance of STOMP SESSIONS or promotional activities described herein, such non-performance shall not be considered a breach of this AGREEMENT, provided said failure to perform is cured promptly upon the cessation of the permitted reason for such failure.

**15. ASSIGNMENT**

Neither PARTY may assign its rights or delegate its obligations under this AGREEMENT without the other PARTY's prior written consent, except that either PARTY may assign this AGREEMENT in connection with a merger, acquisition, or sale of all or substantially all of such PARTY's assets.

**16. CAPTIONS**

The titles of the Sections of this AGREEMENT are for convenience only and shall not in any way affect the interpretation of this AGREEMENT.

**17. COMPLETE AGREEMENT**

This AGREEMENT, including Exhibit-A through Exhibit-H, which are incorporated herein by reference, constitutes the entire agreement between CITY and STOMP with respect to the subject matter contained in this AGREEMENT; replaces and supersedes all previous agreements and understandings whether written or oral pertaining thereto, and may be changed or modified only by an agreement or amendment in writing signed by both CITY and STOMP, subject to required prior approvals, as respectively applicable.

**18. SEVERABILITY**

If any provision of this AGREEMENT shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this AGREEMENT, and this AGREEMENT shall be construed as if such invalid, illegal or unenforceable provision had never been contained in this AGREEMENT.

**19. INDEPENDENT CONTRACTORS**

CITY and STOMP are independent contractors with respect to each other. Nothing in this AGREEMENT shall create any association, partnership, joint venture, fiduciary, or agency relationship between them. Each PARTY shall be solely and exclusively responsible for its own subcontractors of any tier and employees, and shall indemnify the other PARTY from any claims alleging otherwise.

**20. NO THIRD PARTY BENEFICIARIES**

Except as expressly provided to the INDEMNIFIED PARTIES referenced herein, this AGREEMENT is not for the benefit of any third party and shall not be deemed to give any right or remedy to any such party whether referred to in this AGREEMENT or not.

**21. SUCCESSORS AND ASSIGNS**

Subject to the assignment provision of this AGREEMENT, this AGREEMENT shall inure to the benefit of each of the PARTIES' successors and assigns.

**22. WAIVER/AMENDMENT**

This AGREEMENT cannot be amended, modified or revised unless done in writing and signed by CITY and STOMP. No provision may be waived except in writing signed by both parties. The failure by a party to enforce any provision of this AGREEMENT or to require performance by the other party will not be construed to be a waiver, or in any way affect the right of either party to enforce such provision thereafter.

**23. NOTICES**

All notices, statements, and other documents required to be given in writing shall be by personal (or messenger) delivery, by registered or certified mail or by facsimile transmission (with a confirmed "answer back" receipt and a simultaneously delivered hard copy via expedited mail) and shall be addressed as follows:

If to CITY: City of Los Angeles  
Department of Recreation and Parks  
Partnership Division  
Attention: Division Supervisor  
221 N. Figueroa Street, Suite 180  
Los Angeles, CA 90012  
Phone: (213) 202-5600  
Email: rap.partnerships@lacity.org

And

If to STOMP: Stomp, CO.  
Attention: Ryan Williams, CEO  
10529 Snowberry Road  
Truckee, CA 96161  
Phone: (530) 448-6452  
Email: ryan@stompco.com

(or such other addresses as may be designated in writing by the applicable PARTY). Notice given by personal (or messenger) delivery, by registered or certified mail, or by email shall be deemed given upon receipt.

#### **24. GOVERNING LAW**

This AGREEMENT shall be construed in accordance with and governed by the laws of the State of California without giving effect to the choice of law provisions thereof, and California shall be the sole jurisdiction for the resolution of any dispute related to this AGREEMENT. The PARTIES agree that any suit or legal proceeding between them shall be brought in a court of competent jurisdiction in Los Angeles County, California.

#### **25. SURVIVAL**

Any provisions of this AGREEMENT relating to indemnification shall survive the termination or expiration hereof. In addition, any terms and conditions contained in this AGREEMENT that by their sense and context are intended to survive the termination or expiration of this AGREEMENT shall so survive.

#### **26. CITY PROPERTY**

By this AGREEMENT, the PARTIES intend that STOMP will provide the STOMP SESSIONS on CITY's property. Notwithstanding anything herein to the contrary, nothing herein shall be construed to limit CITY's ability to exclude STOMP or its employees or contractors from CITY's property at any time or limit STOMP's activities at any CITY property upon CITY's reasonable determination that (a) STOMP is conducting illegal or reckless activities on CITY's premises, or (b) a STOMP SESSION or any other STOMP activity is creating a safety risk at the PARK(S) or is otherwise hindering the general public's enjoyment of the PARK(S).

For the avoidance of doubt, nothing in this AGREEMENT shall be construed as giving STOMP any right, title, or ownership in or to CITY's property.

**27. LIABILITY RELEASES**

Prior to beginning any STOMP SESSION, STOMP agrees that STOMP shall procure a signed liability release, in a form satisfactory to CITY as determined in CITY's sole and exclusive discretion, from each STOMP customer that is taking part in the STOMP SESSION. STOMP agrees that it shall be solely and exclusively responsible for such obligation to obtain a signed liability release from every STOMP SESSION participant.

**28. ALLOCATION OF RISK**

STOMP assumes all liability for any accident, claim, complaint, injury, death, penalty, fine, or damages arising out of or related to the STOMP SESSIONS, except for liability which occurs as a result of CITY's sole negligence.

**29. SUSPECTED CHILD ABUSE AND SEXUAL MISCONDUCT**

STOMP, including any of STOMP's volunteers, agents, contractors and subcontractors, instructors, and/or any person(s) participating in the STOMP SESSIONS on STOMP's behalf at the PARK(S) (collectively, "STOMP PARTICIPANTS") must contact the Los Angeles County Child Protection Hotline to report any suspected child abuse and/or sexual misconduct at the PARK(S), including allegations of any such actions against STOMP and STOMP PARTICIPANTS. STOMP shall notify the RAP Partnership Division as listed in Section 23 (Notices) herein, and if possible, the Director-in-Charge at respective recreation center office for the PARK(S) listed in Exhibit-A herein, within twenty-four (24) hours of any such report or reasonable time if on holiday or weekend. STOMP shall be solely liable for, and indemnify the CITY and RAP against, any claims, liabilities and losses arising from or related to such allegations or incidents.

**30. SAFETY PRACTICES**

STOMP shall correct violations of safety practices immediately and shall cooperate fully with CITY in the investigation of accidents or deaths occurring at the PARK(S). In the event of death or serious injury (requiring an emergency room hospital visit), STOMP must notify the RAP Partnership Division as listed in Section 23 (Notices) herein, and the Director-in-Charge at respective recreation center office for the PARK(S) listed in Exhibit-A herein, as soon as possible but no later than twenty-four (24) hours after the incident. Notice of non-serious injuries occurring at the PARK(S) shall be provided to the Director-in-Charge within seventy-two (72) hours. STOMP shall keep internal documentation of the incident(s) and provide the RAP General Manager or designee with such information upon request.

### **31. ORDINANCES AND STANDARD PROVISIONS**

The "Standard Provisions for Contracts (Rev. 10/17)" are incorporated herein by reference and attached hereto as Exhibit-G. If there is any conflicting language between the "Standard Provisions for City Contracts (Rev. 10/17)" and this AGREEMENT, the language of this AGREEMENT shall prevail. STOMP and "CONTRACTOR" have the same meaning for purposes of the "Standard Provisions for City Contracts (Rev. 10/17)".

**[THIS SPACE PURPOSELY LEFT BLANK]**

### **32. INCORPORATION OF DOCUMENTS**

This AGREEMENT and incorporated documents represent the entire integrated agreement of the PARTIES and supersedes all prior written or oral representations, discussions, and agreements. The following documents are incorporated and made a part hereof by reference.

- Exhibit A: List of Skate Parks
- Exhibit B: Stomp Responsibilities
- Exhibit C: City Responsibilities
- Exhibit D: City of Los Angeles / Department of Recreation and Parks Marks
- Exhibit E: Stomp Marks
- Exhibit F: Insurance Requirements
- Exhibit G: Standard Provisions for City Contracts (Rev. 10/17)
- Exhibit H: Reserved for Future Instruction Programs

In order of precedence in resolving conflicting language, if any, in the documents shall be: 1) This AGREEMENT exclusive of attachments; 2) Exhibit B; 3) Exhibit C; 4) Exhibit A; 5) Exhibit D; 6) Exhibit E; Exhibit F; Exhibit G; and, Exhibit H.

**[SIGNATURE PAGE FOLLOWS]**

**IN WITNESS WHEREOF**, the PARTIES have caused this AGREEMENT to be executed as of the Effective Date by their respective duly authorized officers or representatives.

CITY OF LOS ANGELES, a municipal corporation, acting by and through its BOARD OF RECREATION AND PARK COMMISSIONERS

STOMP, CO, a Delaware corporation

By: \_\_\_\_\_  
President

By: \_\_\_\_\_  
Ryan Williams

By: \_\_\_\_\_  
Secretary

Title: President and CEO

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

MICHAEL N. FEUER, City Attorney

By: \_\_\_\_\_  
Deputy City Attorney

Date: \_\_\_\_\_

**Exhibit-A**  
**RAP Skate Parks**

SKATEPARK	ADDRESS	PARK	REGION	CD
1 Ambassador Skate Park	325 Neptune Ave., Wilmington, CA 90744	Wilmington Skate Park	Pacific	15
2 Blythe Street Park	14740 Blythe St. Panorama City, CA 91402	Andres and Maria Cardenas	Valley	6
3 Diamond Skatepark	2230 Norfolk St. Los Angeles, CA 90033	Hazard Park and Rec. Center	Metro	14
4 El Sereno Skatepark	4721 Klamath Place, Los Angeles, CA 90032	El Sereno Rec. Center	Metro	14
5 Garvanza Skatepark	6240 Meridian St. Los Angeles, CA 90042	Garvanza Rec. Center	Metro	14
6 Gilbert Lindsay Skatepark	429 East. 42nd Place, Los Angeles, CA 90011	Gilbert Lindsay Rec. Center	Pacific	9
7 Hansen Dam Skatepark	11770 Foothill Blvd. Lake View Terrace, CA 91342	Hansen Dam Park	Valley	7
8 Hollenbeck Safe Spot Skate Spot	415 S. Saint Louis St. Los Angeles, CA 90033	Hollenbeck Park Rec. Center	Metro	14
9 Jackie Tatum Skate Plaza	1535 West 62nd St. Los Angeles, CA 90047	Jackie Tatum/Harvard Rec. Center	Pacific	8
10 Lafayette Skate Park	625 South Lafayette Place, Los Angeles CA 90057	Lafayette Multipurpose Community Center	Metro	10
11 Lake Street Skate Park	227 N. Lake St., Los Angeles, CA 90026	Lake Street Park	Metro	13
12 Lanark Recreation Center	21816 Lanark St., Canoga Park, CA 91304	Lanark Rec. Center	Valley	3
13 Lincoln Park Skate Park	3501 Valley Blvd. Los Angeles, CA 90031	Lincoln Park	Metro	1
14 North Hollywood Skate Park	11430 Chandler Blvd., North Hollywood CA 91601	North Hollywood Rec Center	Valley	2
15 Paul Rodriguez Skate Park	10731 Laurel Canyon Blvd. Pacoima, CA 91331	Ritchie Valens Rec Center	Valley	7
16 Peck Park Skate Park	560 North Western Ave., San Pedro, CA 90732	Peck Park Rec. Center	Pacific	15
17 Pedlow Skate Park	17328 Victory Blvd. Lake Balboa, CA 91406	Pedlow Field Skate Park	Valley	12
18 Rancho Cienega Skate Park	5001 Rodeo Rd. Los Angeles, CA 90016	IRA C. Massey Rec. Center	Pacific	10
19 Sheldon Skate Park	12511 Sheldon St., Sun Valley, CA 91352	Southeast Valley Skate Park	Valley	6
20 Stoner Skate Park	1835 Stoner Ave., Los Angeles, CA 90025	Stoner Rec Center	Valley	11
21 Sunland Rec. Center	8651 Foothill Blvd. Sunland, CA 91040	Sunland Rec Center	Valley	2
22 Venice Beach Skate Park	1800 Ocean Front Walk, Venice, CA 90291	Venice Beach Rec Center	Valley	11
23 Westchester Skate Park	7000 West Manchester Ave., Los Angeles, CA 90045	Westchester Rec Center	Pacific	11

**Exhibit-B**  
**Stomp Obligations**

- A. Marketing and Promotion. STOMP will work with RAP during the TERM to market and promote the PARK(S) on the STOMP APP and provide for opportunities for RAP to evaluate and assist in the prototype for the STOMP APP.
- B. Instructors. STOMP will provide, hire, pay, and be solely and exclusively responsible for qualified instructors for all STOMP SESSIONS, which instructors will be covered by STOMP's liability insurance with limits that are standard in the industry.
- Instructors will maintain appropriate daily/season PARK(S) access passes, special daily rates for STOMP Instructors will be available.
  - Instructors will wear visible STOMP uniform attire while working.
  - Instructors will notify RAP Park Staff of any STOMP employee or customer injury immediately.
  - STOMP will obtain Photo Release from customers on behalf of PARK(S).
  - Instructors at the Skatepark for skateboarding will be required to wear appropriately approved protective gear, including helmets.
  - Other STOMP Instructor Opportunities at PARK(S) will be covered under a mutually agreeable exhibit to this AGREEMENT.
  - STOMP will include in their liability release with STOMP customers an authorization to treat minors release by authorized parent or guardian.
- C. Dedicated STOMP Locations at the PARK(S) will be maintained according to PARK(S) standards and be taken down or removed to accommodate normal PARK(S) operations.
- D. Promptly upon request by RAP, STOMP will provide RAP with: (i) copies of all signed liability releases; (ii) a list of all STOMP customers who participated in a STOMP SESSION at the PARK(S); and (iii) a list of the STOMP SESSIONS in which each such STOMP customer participated.

**Exhibit-C**  
**RAP Obligations**

- A. Operation of Stomp Sessions. RAP will allow for the operation of STOMP SESSIONS at the PARK(S), including skateboarding, and will provide all reasonable assistance to STOMP in connection with STOMP SESSIONS and the STOMP APP.
  
- B. Marketing and Promotion. RAP will work with STOMP during the TERM to market and promote the STOMP APP and STOMP SESSIONS at the PARK(S) and provide for opportunities for STOMP to co-brand and co-promote the STOMP APP and STOMP SESSIONS at the PARK(S).
  
- C. Dedicated Stomp Locations. RAP will designate a reasonable number of meet-up locations for STOMP SESSIONS at the PARK(S), the exact locations of which will be decided mutually by the PARTIES.

**Exhibit-D**  
**RAP Marks**



**Exhibit-E**  
**Stomp Marks**



## Exhibit-F Insurance Requirements

Form Gen. 146 (Rev. 6/12)

### Required Insurance and Minimum Limits

Name: STOMP COMPANY Date: 11/28/2017

Agreement/Reference: for the operation of Skateboard instructional lessons at City of Los Angeles Skate Parks / Plazas

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

	Limits
<input checked="" type="checkbox"/> <b>Workers' Compensation (WC) and Employer's Liability (EL)</b>	WC <u>Statutory</u> EL <u>1,000,000</u>
<input checked="" type="checkbox"/> Waiver of Subrogation in favor of City	
<input type="checkbox"/> Longshore & Harbor Workers <input type="checkbox"/> Jones Act	
<input checked="" type="checkbox"/> <b>General Liability</b> <u>City of Los Angeles must be named as an Additional Insured</u>	<u>2,000,000</u>
<input checked="" type="checkbox"/> Products/Completed Operations	<input checked="" type="checkbox"/> Sexual Misconduct <u>1,000,000</u>
<input type="checkbox"/> Fire Legal Liability	
<input checked="" type="checkbox"/> with \$4,000,000 aggregate	
<input checked="" type="checkbox"/> <b>Automobile Liability</b> (for any and all vehicles used for this contract, other than commuting to/from work)	<u>1,000,000</u>
<input checked="" type="checkbox"/> <b>Professional Liability</b> (Errors and Omissions)	<u>1,000,000</u>
Discovery Period _____	
<input type="checkbox"/> <b>Property Insurance</b> (to cover replacement cost of building - as determined by insurance company)	_____
<input type="checkbox"/> All Risk Coverage	<input type="checkbox"/> Boiler and Machinery
<input type="checkbox"/> Flood	<input type="checkbox"/> Builder's Risk
<input type="checkbox"/> Earthquake	_____
<input type="checkbox"/> _____	
<input type="checkbox"/> <b>Surety Bonds - Performance and Payment (Labor and Materials) Bonds</b>	_____
<input type="checkbox"/> <b>Crime Insurance</b>	_____

**Other:** Provided to: Joel Alvarez @ RAP  
If a contractor has no employees and decides to not cover herself/himself for workers' compensation, please complete the form entitled "Request for Waiver of Workers' Compensation Insurance Requirement" located at: <http://cao.lacity.org/risk/InsuranceForms.htm>  
In the absence of imposed auto liability requirements, all contractors using vehicles during the course of their contract must adhere to the financial responsibility laws of the State of California.

Form Gen. 133 (Rev. 05/12)

**CITY OF LOS ANGELES  
INSTRUCTIONS AND INFORMATION  
ON COMPLYING WITH CITY INSURANCE REQUIREMENTS**  
(Share this information with your insurance agent or broker)

1. **Agreement/Reference** All evidence of insurance must identify the nature of your business with the CITY. Clearly show any assigned number of a bid, contract, lease, permit, etc. or give the project name and the job site or street address to ensure that your submission will be properly credited. Provide the **types of coverage and minimum dollar amounts** specified on the Required Insurance and Minimum Limits sheet (Form Gen. 146) included in your CITY documents.

2. **When to submit** Normally, no work may begin until a CITY insurance certificate approval number ("CA number") has been obtained, so insurance documents should be submitted as early as practicable. For **As-needed Contracts**, insurance need not be submitted until a specific job has been awarded. **Design Professionals** coverage for new construction work may be submitted simultaneously with final plans and drawings, but before construction commences.

3. **Acceptable Evidence and Approval** Electronic submission is the best method of submitting your documents. **Track4LA®** is the CITY's online insurance compliance system and is designed to make the experience of submitting and retrieving insurance information quick and easy. The system is designed to be used by insurance brokers and agents as they submit client insurance certificates directly to the City. It uses the standard insurance industry form known as the **ACORD 25 Certificate of Liability Insurance** in electronic format – the CITY is a licensed redistributor of ACORD forms. Track4LA® advantages include standardized, universally accepted forms, paperless approval transactions (24 hours, 7 days per week), and security checks and balances. The easiest and quickest way to obtain approval of your insurance is to have your insurance broker or agent access **Track4LA®** at <http://track4la.lacity.org> and follow the instructions to register and submit the appropriate proof of insurance on your behalf.

Insurance industry certificates other than the ACORD 25 that have been approved by the State of California may be accepted, however **submissions other than through Track4LA® will significantly delay the insurance approval process as documents will have to be manually processed.** All Certificates must provide a thirty (30) days' cancellation notice provision (ten (10) days for non-payment of premium) AND an Additional Insured Endorsement naming the CITY an additional insured completed by your insurance company or its designee. If the policy includes an automatic or blanket additional insured endorsement, the Certificate must state the CITY is an automatic or blanket additional insured. An endorsement naming the CITY an Additional Named Insured and Loss Payee as Its Interests May Appear is required on property policies. All evidence of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter. Completed **Insurance Industry Certificates other than ACORD 25 Certificates** are sent electronically to [CAO.insurance.bonds@lacity.org](mailto:CAO.insurance.bonds@lacity.org).

Additional Insured Endorsements DO NOT apply to the following:

Indication of compliance with statute, such as Workers' Compensation Law.

Professional Liability insurance.

Verification of approved insurance and bonds may be obtained by checking **Track4LA®**, the CITY's online insurance compliance system, at <http://track4la.lacity.org>.

4. **Renewal** When an existing policy is renewed, have your insurance broker or agent submit a new Acord 25 Certificate or edit the existing Acord 25 Certificate through **Track4LA®** at <http://track4la.lacity.org>.

5. **Alternative Programs/Self-Insurance** Risk financing mechanisms such as Risk Retention Groups, Risk Purchasing Groups, off-shore carriers, captive insurance programs and self-insurance programs are subject to separate approval after the CITY has reviewed the relevant audited financial statements. To initiate a review of your program, you should complete the Applicant's Declaration of Self Insurance form (<http://cao.lacity.org/risk/InsuranceForms.htm>) to the Office of the City Administrative Officer, Risk Management for consideration.

6. **General Liability** insurance covering your operations (and products, where applicable) is required whenever the CITY is at risk of third-party claims which may arise out of your work or your presence or special event on City premises. **Sexual Misconduct** coverage is a required coverage when the work performed involves minors. **Fire Legal Liability** is required for persons occupying a portion of CITY premises. Information on two CITY insurance programs, the SPARTA program, an optional source of low-cost insurance which meets the most minimum requirements, and the Special Events Liability Insurance Program, which provides liability coverage for short-term special events on CITY premises or streets, is available at ([www.2sparta.com](http://www.2sparta.com)), or by calling (800) 420-0555.

7. **Automobile Liability** insurance is required only when vehicles are used in performing the work of your Contract or when they are driven off-road on CITY premises; it is not required for simple commuting unless CITY is paying mileage. However, compliance with California law requiring auto liability insurance is a contractual requirement.

8. **Errors and Omissions** coverage will be specified on a project-by-project basis if you are working as a licensed or other professional. The length of the claims discovery period required will vary with the circumstances of the individual job.

9. **Workers' Compensation and Employer's Liability** insurance are not required for single-person contractors. However, under state law these coverages (or a copy of the state's Consent To Self Insure) must be provided if you have any employees at any time during the period of this contract. Contractors with no employees must complete a Request for Waiver of Workers' Compensation Insurance Requirement (<http://cao.lacity.org/risk/InsuranceForms.htm>). **A Waiver of Subrogation** on the coverage is required only for jobs where your employees are working on CITY premises under hazardous conditions, e.g., uneven terrain, scaffolding, caustic chemicals, toxic materials, power tools, etc. The Waiver of Subrogation waives the insurer's right to recover (from the CITY) any workers' compensation paid to an injured employee of the contractor.

10. **Property Insurance** is required for persons having exclusive use of premises or equipment owned or controlled by the CITY. **Builder's Risk/Course of Construction** is required during construction projects and should include building materials in transit and stored at the project site.

11. **Surety** coverage may be required to guarantee performance of work and payment to vendors and suppliers. A **Crime Policy** may be required to handle CITY funds or securities, and under certain other conditions. **Specialty coverages** may be needed for certain operations. For assistance in obtaining the CITY required bid, performance and payment surety bonds, please see the City of Los Angeles Bond Assistance Program website address at <http://cao.lacity.org/risk/BondAssistanceProgram.pdf> or call (213) 258-3000 for more information.

**Exhibit-G**  
**Standard Provisions for City Contracts**

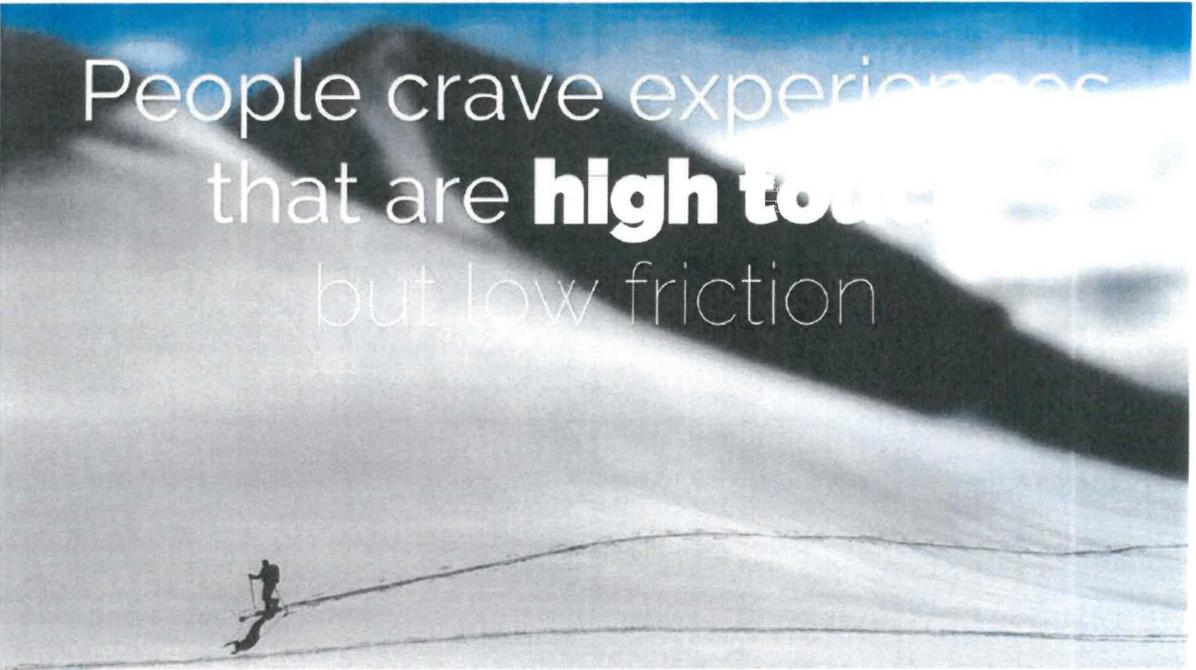
**[ATTACHED SEPARATELY]**

**Exhibit-H**  
**Reserved for Future Instruction Programs**



  Mobile app connecting outdoor sports enthusiasts with local experts and pros, to explore more and get better faster

People crave experiences  
that are **high touch**  
but low friction



# Our Design Principles



Ongoing  
Value



Memorable  
Experiences



Immediate  
Fulfillment



Anywhere,  
Real-Time



Personalized  
Moments

## About Stomp

The Stomp mobile platform helps users find convenient and accessible guiding and instruction in outdoor sports.

For athletes, Stomp provides quality lessons and guiding at their fingertips. As instructors, pros and local experts get paid to share their unique skills and knowledge. The outdoor sports industry gains intelligence to grow the industry and create lifetime users.

Each Session includes photo/video captured and skills achieved, validated by a certified Stomp Coach.

Stomp uses a shared-revenue model for each session that rewards the coaches, partners and gives back to the community.





Team of world class athlete advisors



Kaitlyn Handberg, Scotty Swain, Ryan Reynolds, Sam Hill, Lindsey Vonn



Mikaela Shiffrin, Mikaela Shiffrin, Mikaela Shiffrin, Mikaela Shiffrin, Mikaela Shiffrin, Mikaela Shiffrin

Instagram 5.1M

Facebook 7.2M

Twitter 3.9M

16.2M



Team of industry veterans and world class athlete advisors



Entrepreneur Finance Expert XGames Medalist R&D at Burton, Volcom + Sessions



Veteran of IDEO Faculty at Singularity University Founding team of Level Money (KPCB backed, exit 2015)



Founder of Trail Runner International. Former SVP, Head of International Corporate Affairs for Alibaba Group



Product Manager, Clear Capital (product in parallel industry) Marketing and technology. Booth Creek (acquired by Vail)



Marketing and Brand GoPro Marketing Fulcrum Surf Sales lululemon athletica



First 50 people at Red Bull North America. Former SVP Marketing at GoPro



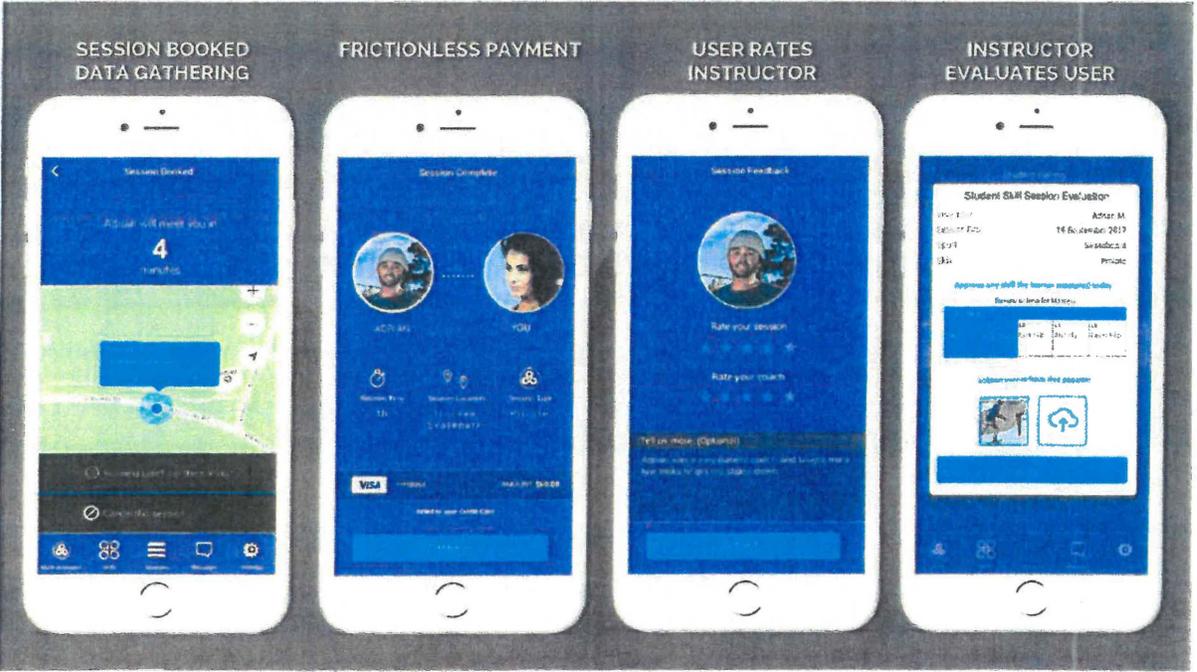
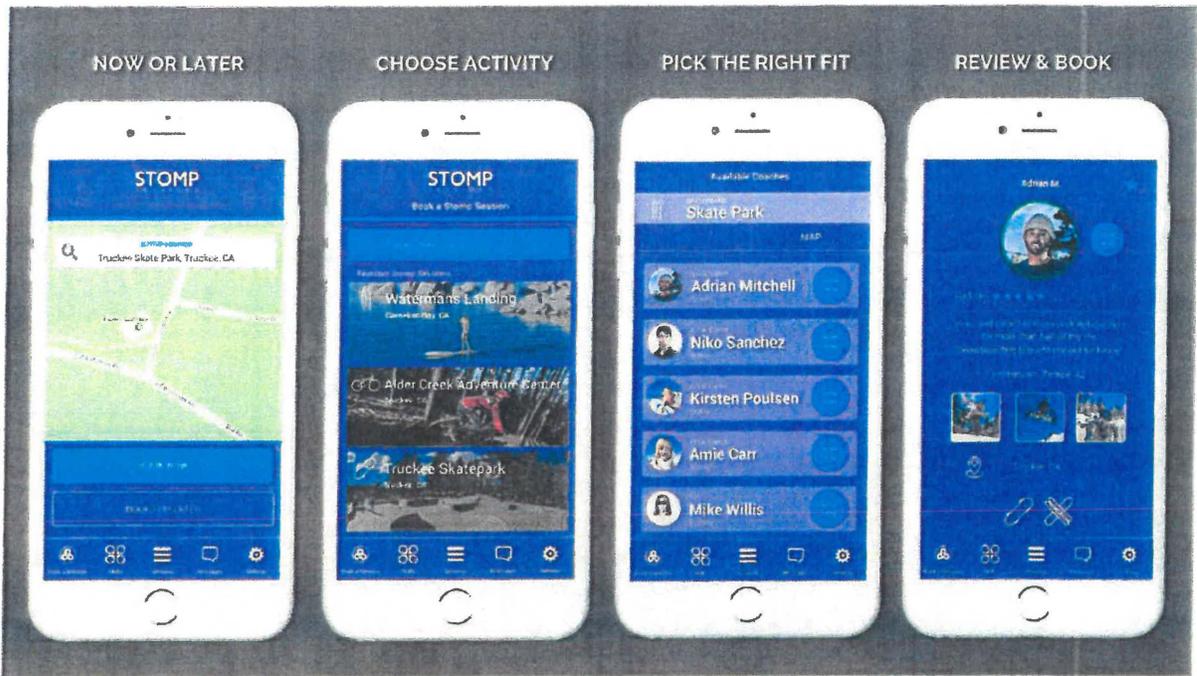
Pro Skier Cinematographer Sales Rep Atomic, Sessions, Discrete, Grenade



Executive Director, High Fires Non-Profit Foundation



GoPro big truck Trail Runner Int.



SKILLS MATRIX: DATA AND PREDICTIVE ANALYTICS



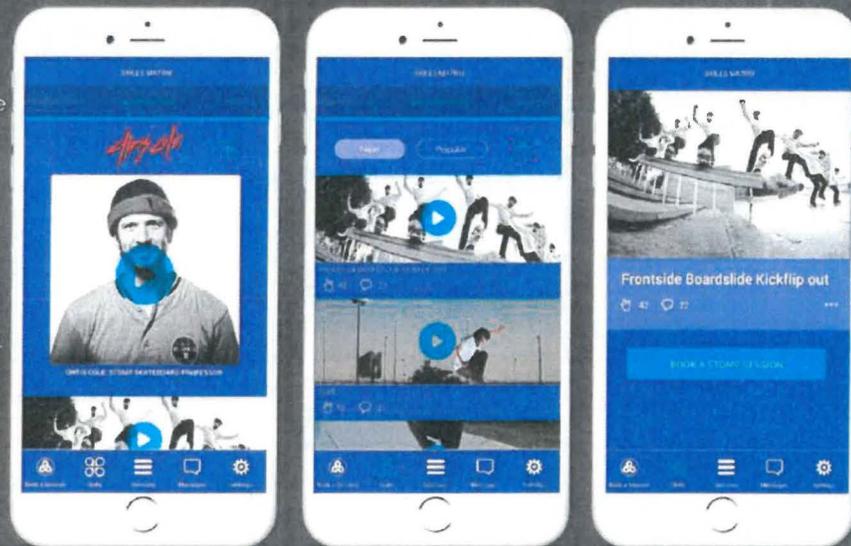
**DIGITAL PROGRESSION**

Videos curated by Stomp's Elite Pros provide examples of skills and tricks.

Learners practice with videos between Stomp Sessions.

**DIGITAL ENGAGEMENT**

Learners can view, comment and like featured videos, with ability to book sessions directly.



Stomp Co. Confidential



**MEDIA PROGRESSION**

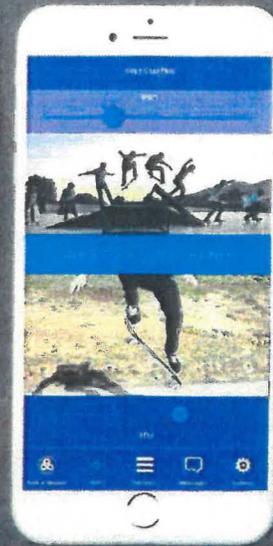
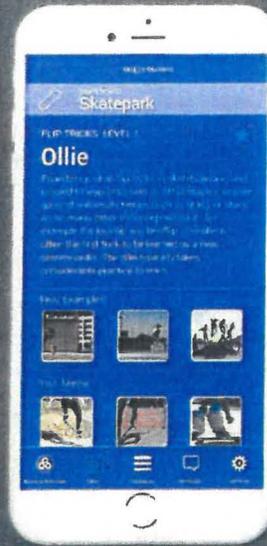
Learners can view pro video examples of selected skills through Skill detail view

**SIDE x SIDE VIDEO TRAINER**

Detail view shows pro videos alongside learner's personal progress on videos for comparative training.

**BOOK SESSION**

Learners can book selected skills directly from media influence.

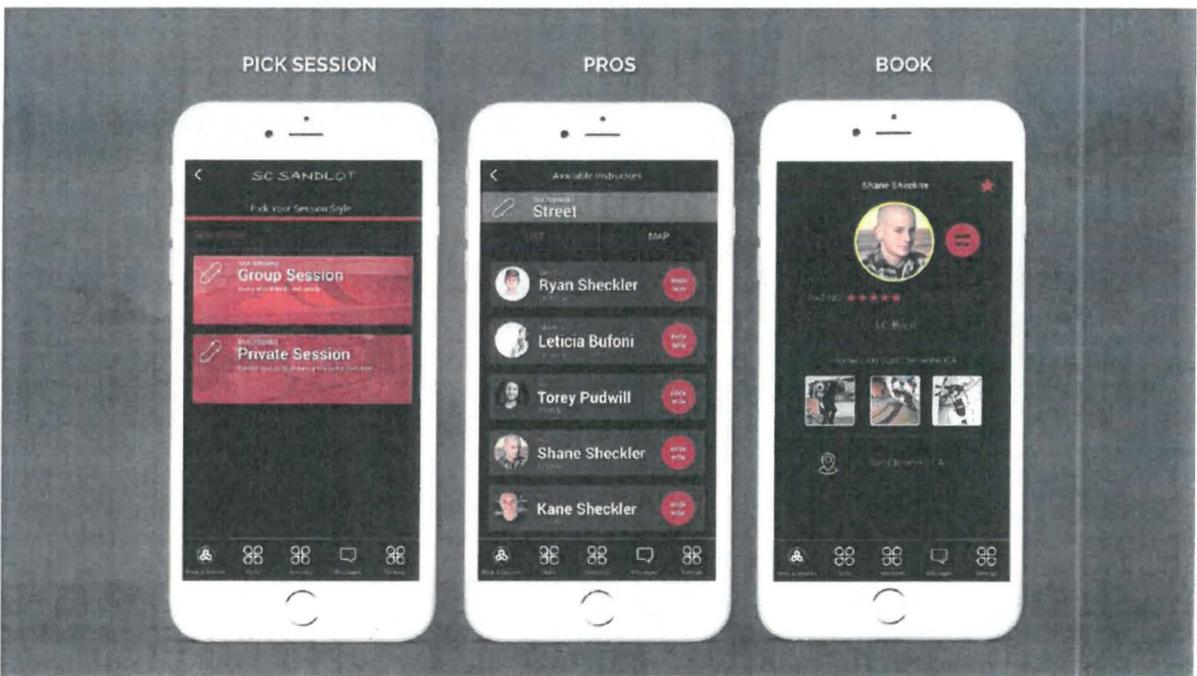
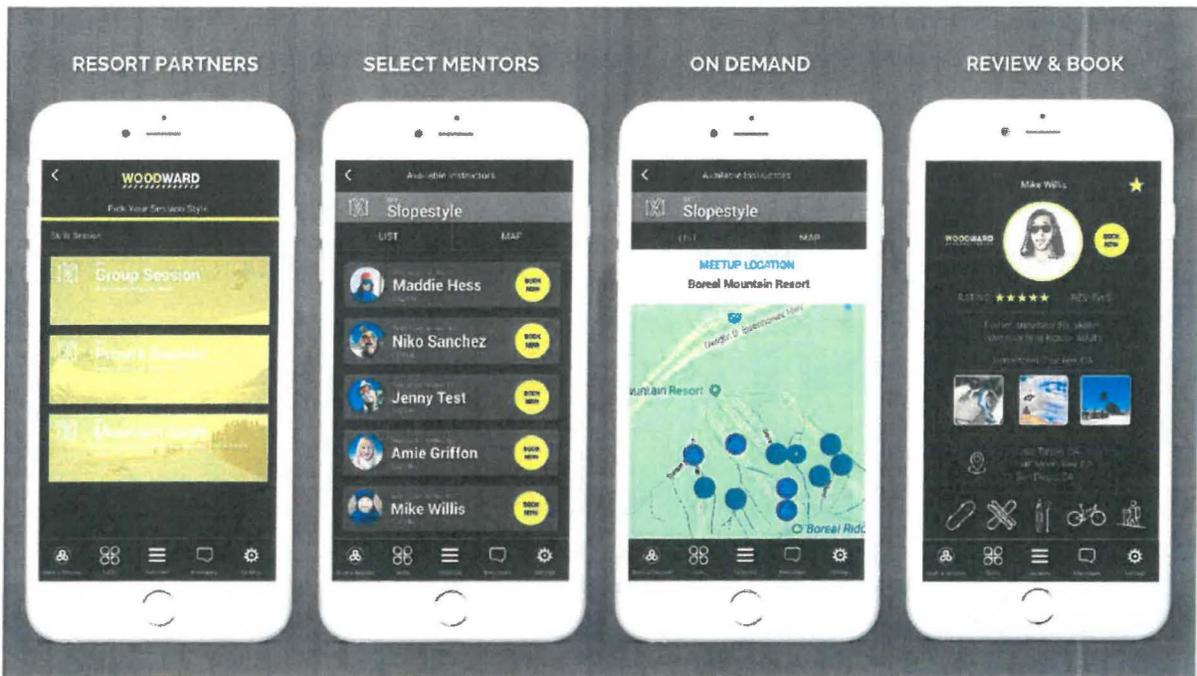


STOMP LA CALIFORNIA

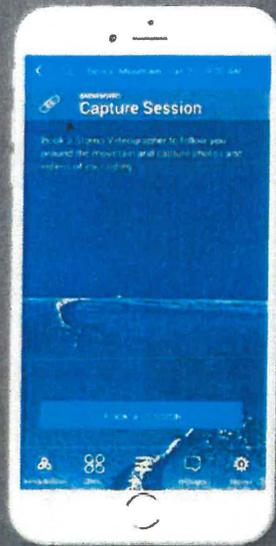
**IN DEVELOPMENT:  
CAMPS**

- Multiple Campers
- Multiple Coaches
- Rating and Reviewing
- Daily Evaluations
- Daily Media Uploads
- Check In / Check Out





IN PROGRESS:  
CAPTURE SESSIONS



BRAINFORM



## Focus on Skateboarding

OLYMPIC GAMES | STORES | ADVERTISE | RELATED TOPICS | SPECIALS | PHOTOS | MEDIA | NEWS | ABOUT | MY OLYMPIC | SHOP

**FURTHER STEPS TAKEN AS EXCITEMENT BUILDS FOR SKATEBOARDING'S OLYMPIC DEBUT AT TOKYO 2020**

FOLLOWING THE ANNOUNCEMENT BY THE OLYMPIC GAMES TOKYO 2020 THAT SKATEBOARDING IS TO BE AN OLYMPIC SPORT AND THE FIRST TIME THE SPORT IS BEING INTRODUCED TO THE OLYMPIC GAMES, THE OLYMPIC GAMES TOKYO 2020 ARE BRINGING THE RURAL SKATEBOARDING COMMUNITY...



## Product

Lessons / Follow Me Around / Ride with a Pro



Skiing  
Snowboarding



Skateboarding  
Stand Up Paddling  
Surfing  
Trail Running  
MTB  
Moto  
SkyDiving



Fly Fishing  
Wake Surfing  
BMX  
Kiteboarding  
Rock Climbing  
Kayaking  
Golfing  
Triathlete

## Phase 1:

### Key Sports in Northern + Southern California



Skiing  
Snowboarding



Skateboarding  
Surfing  
Stand Up Paddling  
Trail Running  
MTB



Southern California / Northern California

## 🔗 Instructor Qualification

Rigorous review and certification process to ensure quality

New Instructors are required to complete:



1. Complete our **profile** and questionnaire
2. Pass a third-party **background check**
3. Confirm to Stomp **Code of Conduct** and Brand Standards
4. **Assessment at Skatepark** with Stomp Coach Manager
5. Comply with all Certification requirements

\*Stomp will facilitate regular skatepark assessment days for new coaches enrollment and current coach certification renewal.

## 🔗 Stomp Helps Park & Rec Partners Grow

New Capability, Revenue, Data, Users & Innovative Products

### Real-time mobile booking

Fingertip access to booking Stomp Sessions today or in the future

Instructor ratings and reviews

### Revenue from new services

Ride with a Pro

Quick Tip Lessons

Follow a Local Expert around

### Book Pro Athletes

Bespoke experiences for learners

Leverage Pro's social post at skatepark: "come ride with me"

Unique schedule

### Track Skill Progression

Saves time and improve safety

Skills Matrix measures improvement

Progression prediction forecasts future skills

### Data across all actions sport users

At skatepark, other skateparks, across regions and sports

Cross Sport Marketing

Attract new users

## Revenue Sharing Model

Based on typical session

**40%**  
Coach

**15%**  
Park & Rec

**20%**  
Insurance

**20%**  
Stomp

**5%**  
Give Back  
Program

## The Ask

We're looking for Partnership with LA Rec and Parks



- Shared Revenue on every booked session
- Marketing through Stomp
- Access to Stomp user data
- Opportunities to prototype on the Stomp platform



- Operating Stomp at LA Rec & Park Skateparks
- Dedicated Stomp meet-up locations
- Co-branding and marketing
- Stomp user data





**Top Milestones**  
 Completed successful pilot program  
 Secured strategic location partners in northern and southern California  
 Angel funding, XGames and Olympic Gold Medal athlete advisors, mobile app in Apple Store and Google Play, IP package secured

**Number of Employees**  
 5

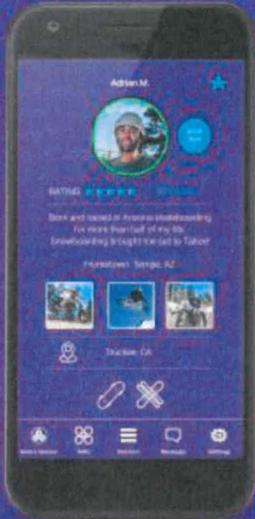
**Stage**  
 Early Revenue, Seed

**Investment opportunity**  
 \$1.5M

**Industry**  
 Sports and EdTech

**Market Size**  
 Over \$88.7 B

**Use of Proceeds**  
 Growing business across southern California  
 Pilot in Bay Area  
 User acquisition  
 Continued product development



Choose from certified instructors based on ratings and reviews

Stomp Sessions is an action sports platform for booking in-person lessons and accessing digital learning tools. Customers quickly progress using proven techniques from our elite pro athletes and network of certified local experts. We are creating lifetime users in action sports.

Stomp accelerates learning in 2 ways:

**1. Personal Instruction**

A mobile and web platform for booking pros and expert instructors across key action sports for face-to-face instruction. Our instruction products are:

- Lessons:** Learn and master new skills from experts and pros.
- Local Guide:** Explore locations like a local with sport specific tours.
- Ride with a Pro:** Experience a location with the world's best.

*\*Each session includes photos and videos that can be used for side-by-side video comparison, skill analysis and sharing with friends.*

**2. Digital Progression**

Stomp provides an extensive set of tools to help you learn through video training and skill development programs.

- Quick Tip Videos:** Learn tips and techniques from elite professional athletes.
- Side by Side Video Trainer:** Pro videos alongside learner's personal progression videos enable comparative training and self-analysis.
- Skills Matrix:** Progression road map designed by elite pros, helping learners with the proper building blocks to progress. Provides safety and mobile report card.

**Revenue Model**

We have a shared revenue model for each session that rewards our location partners, instructors, and community. We are building a subscription/membership offering for our Digital Progression products. Free content will attract users that we will convert to paid services.

**Customer Acquisition**

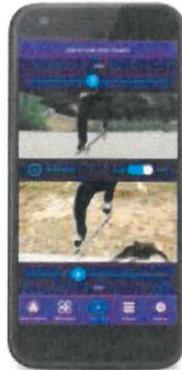
Leverage our elite pro athlete social reach (16.2 million) with their monthly post of Stomp events, pro quick tip videos and lessons. This will build app downloads, website visits and sign ups. These customers will be converted into paid instructor sessions and service memberships through pro/celebrity events, traditional marketing, incentive marketing and word of mouth.



Book a session on demand or book for later



Pro Quick Tip videos help you learn and master new tricks



Side by Side Video Trainer



**Why Now**

Social media, mixed reality, on-demand services and digital education are changing the way people learn and grow.

**Stomp Sports**

We are focusing on Skateboarding, Snowboarding and Skiing...with more to come

**Location Partners and Industry Brands**

Stomp helps location partners by providing quality lessons, safe progression platform, bespoke pro experiences and shared revenue from sessions. We help industry brands create lifetime users with new intelligence to better understand their customer, from right fit product recommendations matched to their skill level, to in app marketing and loyalty incentives for repeat customers.

**Team**

**Ryan Williams, CEO**  
Entrepreneur  
Finance Expert  
XGames Medalist  
R&D at Burton, Volcom + Sessions

**Robert Suarez, COO**  
Veteran of IDEO  
Faculty at Singularity University  
Founding team of Level Money  
(KPCB backed w/successful exit 2015)

**Dave Sick, CTO**  
Product Manager, Clear Capital  
(product in parallel industry)  
Marketing and technology, Booth  
Creek (acquired by Vail)

**Adam Justone, Managing Director**  
Senior Sports Marketing Manager Global  
Action Sports at GoPro  
Fulcrum Surf Manager

**Kaya Lampa, Media Manager**  
Pro Skier/Athlete  
Sales Rep: Sessions, Atomic, Grenade  
BA Film and Digital Media

**Founding Athletes**

The most iconic Olympic and XGames Medalist athletes have joined Stomp as advisors to validate the industry need and help build our platform from the ground up. Their deep knowledge and expertise is the foundation of our learning platform. Their influence and respect in the industry attracts pro athletes and local experts as Stomp instructors, while their personal connections and media impressions attract users onto our platform.



**Chris Cole**  
Street League Super Crown  
World Champion, 3x XGames  
Gold Medalist, 2x Thrasher  
Magazine Skater of the Year



**Ryan Sheckler**  
8x XGames Medalist, 4x Dew  
Tour Champion, IFC  
Skateboarding World  
Champion, Skater of the Year



**Leticia Bufoni\***  
Street League Super Crown  
World Champion, 3x X Games  
Gold Medalist, 4x Female  
Skateboarder of the Year



**Julia Mancuso**  
Ski Race / Alpine  
Olympic + World Cup  
Medalist



**Jamie Anderson**  
Snowboard / Slopestyle  
Olympic + XGames  
Medalist



**Jeremy Jones**  
Snowboard / Freeride  
Award winning backcountry  
pioneer and environmentalist



**Daron Rahmsdorf**  
Ski / Alpine  
Olympic + World Cup Medalist



**Cass Zink**  
Mountain Bike / Slopestyle  
Red Bull Rampage,  
Crankworx  
and FMB Champion



**JT Holmes**  
Ski / Freeride / Stuntman /  
Speedriding Skydiving and  
BASE jumping stuntman and  
high flying sports pioneer

Our Athlete Advisors' social platform influence: 18.2M

3.9M 7.2M 5.1M



**Chas Geldemond**  
Snowboard / Slopestyle  
XGames Medalist and  
Olympian



**Chuck Patterson**  
Waterman / SUP / Surf  
Master of seven sports  
and big wave pioneer

**Key Advisors**

**Jim Wilkinson**  
Chairman, CEO Trail Runner International  
Formerly Alibaba, Pepsi, US Treasury

**Paul Crandell**  
Former SVP Global Marketing GoPro  
Former Head of Sports Marketing Red Bull

**Curt Morgan**  
Founder / Director Brain Farm  
Emmy award winning cinematographer

**Jim Hughes**  
Managing Director Trail Runner  
International  
Formerly Citizens Financial, Comcast

**Galen Gifford**  
President, CEO bigtruck brand  
High Fives Board, Julia Mancuso Manager

**Roy Tuscany**  
Co-founder, Executive Director High Fives  
Foundation  
Formerly Professional Freeskier