



Irvine Bowl Policy Committee
Thursday, April 16, 2026
Council Chambers
505 Forest Avenue, Laguna Beach, CA 92651
3 p.m.

Regular Meeting
- REVISED AGENDA -
Addition on page 44

- 1) Call to Order
- 2) Approval of February 20, 2025, Minutes.
- 3) Item for Discussion and Action:
 - A. Request Wayne Baglin be appointed Chair of the Irvine Bowl Policy Committee for 2026. (Item Request: Festival of Arts.)
 - B. Request approval of the Irvine Bowl "Policy regarding use of the Bowl," (Item Request: Festival of Arts.)
 - C. Request approval for updated "Application for Use of the Irvine Bowl" and updated pricing. (Item Request: Festival of Arts.)
 - D. September 19-20, 2026: Requests from Coast Film Fest, LBCAC, and KXFM to hold events in the Irvine Bowl this weekend. Each nonprofit will be prepared to present their proposals. (Item Request: Festival of Arts.)
 - E. FOA requests an update from the City on the "Festival of Arts Sound Control Plan." (Item Request: Festival of Arts.)
 - F. FOA requests an update from the City on the "Request for Proposal: Entertainment Booking and Coordination Services." (Item Request: Festival of Arts.)
- 4) Public Comment
- 5) Adjournment

Pursuant to the Americans with Disabilities Act, persons with a disability who require a disability-related modification or accommodation to participate in a meeting, including auxiliary aids or services, may request such modification or accommodation from the Arts Manager at 949-497-0722 or email art@lagunabeachcity.net. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to assure accessibility to the meeting.

cc. City Manager
City Clerk
Assistant City Attorney
Director of Community Development
Post through April 17, 2026.



Irvine Bowl Policy Committee Meeting
Thursday, February 20, 2025
Council Chambers
505 Forest Avenue, Laguna Beach, CA 92651
3 p.m.

DRAFT
- Meeting Recap -

Present: Irvine Bowl Policy Committee Members: Mayor Alex Rounaghi, Council Member Sue Kempf, Festival of Arts President David Perry, Festival of Arts Vice President Wayne Baglin.

Staff: Jane Abzug, Deputy City Attorney, Siân Poeschl, Cultural Arts Manager, Christine Georgantas, Festival of Arts Exhibits and Events Director.

- 1) Call to order by Mayor Rounaghi.
- 2) Items for Discussion and Action:

A. Irvine Bowl Policy Committee Sound Policy Amendment; CEQA Guidelines Section 15323 (Class 23) Exemption.

RECOMMENDATION: It is recommended that the Irvine Bowl Policy Committee take the following actions:

- 1) Approve an amendment to the "Sound Policy" to create an exception for events that meet certain conditions (i.e., "minor events"); and
- 2) Find the actions exempt from California Environmental Quality Act Guidelines Section 15323 (Class 23).

A motion was made to move the recommended action but amend the existing sound policy to read as follows:

- Paragraph 2: Sound equipment will be set up in a way to maximize guests' enjoyment and minimize sound migration outside the event location. Sound level shall not exceed 75 decibels at the "Neighborhood Sound Boundary." See diagram below. Notwithstanding the foregoing, this sound limitation shall not apply to events at the Irvine Bowl.
- Paragraph 5: No amplified sound is permitted at the Festival of Arts of Terra Laguna Beach before 9 AM OR after 10 PM (Friday, Saturday, Sunday) and 9 PM (Monday – Thursday) with the exception of the following: (1) the Pageant of the Masters performances; (2) qualifying events at the Irvine Bowl as defined in Paragraph 2 in this Sound Policy which shall end at 10:30pm.

The motion was made by Mayor Alex Rounaghi and seconded by Councilmember Sue Kempf. Mayor Rounaghi and Councilmember Kempf voted "yes." Board member David Perry and Board member Wayne Baglin voted "no."

Motion: Mayor Rounaghi: Second: Council Member Kempf.

Vote 2-2

Yes: Rounaghi and Kempf.

Noes: Perry and Baglin.

Item 2B: KXFM/ Laguna Radio Event; CEQA Guidelines Section 15323 (Class 23) Exemption (Item 2B)

RECOMMENDATION: It is recommended that the Irvine Bowl Policy Committee take the following actions:

- 1) Approve the KXFM Laguna Radio Event Project on October 25 and 26, 2025; and
- 2) Find the action exempt from California Environmental Quality Act Guidelines Section 15323 (Class 23).

Mayor Alex Rounaghi made a motion to approve the recommended action but approve the application as requested, subject to the applicable Sound Policy. Councilmember Sue Kempf second the motion.

Mayor Alex Rounaghi, Councilmember Sue Kempf, and Board member David Perry, and Board member Wayne Baglin voted “yes.”

Motion: Mayor Rounaghi, Second: Council Member Kempf.

Vote 4-0

Yes: Rounaghi, Kempf, Perry and Baglin.

Noes: None.

Item 2C: Coast Film and Music Festival; CEQA Guidelines Section 15323 (Class 23) Exemption (Item 2C)

RECOMMENDATION: It is recommended that the Irvine Bowl Policy Committee take the following actions:

- 1) Approve the Coast Film and Music Festival Project on November 7, 8, and 9, 2025 from 9 a.m. to 10:30 p.m.; and
- 2) Find the action exempt from California Environmental Quality Act Guidelines Section 15323 (Class 23).

Festival Member Wayne Baglin made a motion to approve the recommended action but approve the application as requested, subject to the applicable Sound Policy. Councilmember Sue Kempf second the motion.

Mayor Alex Rounaghi, Councilmember Sue Kempf, Board member David Perry, and Board member Wayne Baglin voted “yes.”

Motion: Festival Member Baglin, Second: Council Member Kempf.

Vote 4-0

Yes: Rounaghi, Kempf, Perry and Baglin.

Noes: None.

Item 3: Policy Regarding Management and Custody of Structures and Buildings on Festival of Arts Grounds

This item was continued to July 17, 2025.

- 4) Public Comment
None

- 5) Adjournment at 4:55 p.m.

cc. City Manager
City Clerk
Assistant City Attorney
Director of Community Development

Agenda Item 3A

Request Wayne Baglin be appointed Chair of the Irvine Bowl Policy Committee for 2026. (Item Request: Festival of Arts.)

Under the Lease, a committee known as the Irvine Bowl Policy Committee must be formed and must consist of four (4) members. (Lease, Paragraph 7(c).) Two of the members are members of and appointed by the City Council and two members are members of the Festival's Board of Directors. (Lease, Paragraph 7(c).) Further, under the lease, it is mutually agreed that the chairmanship of said Committee is for one (1) lease year and must rotate each lease year between City and Festival. (Lease, Paragraph 7(c).) Approval for any action shall require an affirmative vote of three (3) members. (Lease, Paragraph 7(c).) If there is a disagreement among the members, the City Council has final authority. (Lease, Paragraph 7(c).)

Festival recommends appointment of Wayne Baglin to serve as Chair for calendar year 2026.

SECOND AMENDED AND RESTATED LEASE

Whereas, in 2001, the CITY OF LAGUNA BEACH, a municipal corporation (“City”), and the FESTIVAL OF ARTS OF LAGUNA BEACH, a non-profit corporation (“Festival”), entered into a Lease regarding certain described premises on the terms and conditions set forth in the Lease; and

Whereas, in 2010, the City and the Festival entered into an Amended and Restated Lease; and

Whereas, in 2011, the City and the Festival entered into an Amendment No. 1 to Amended and Restated Lease; and

Whereas, the City and the Festival desire to clarify and modify certain provisions of the Lease, which clarifications and modifications have been approved by the respective governing bodies of the parties;

Now, therefore, it is agreed between the City and the Festival that in consideration of the rents and covenants hereinafter set forth, the City hereby leases to the Festival and the Festival hereby rents from City, the following described premises on the terms and conditions set forth in this Second Amended and Restated Lease, hereinafter referred to as “Lease.”

1. DATE OF LEASE. The Date of Lease shall be the last date on which both City and Festival have executed this Lease, as set forth next to their respective signatures.
2. PREMISES. City hereby leases and demises to Festival and Festival hereby hires from City, for the term, at the rental and upon the conditions set forth herein, the Premises, as legally described in Exhibit “A” attached hereto (depicted in Exhibit “B”) and Exhibit “F” attached hereto (depicted in Exhibit “G”).
3. RIGHT TO USE TENNIS COURT PARCEL. A portion of the Premises includes the property, which is legally described in Exhibit “C” attached hereto and identified on Exhibit B as the “Tennis Court Property.” The Tennis Court Property shall continue to be utilized as tennis courts during the term of this Lease until such time as the City approves a new structure to be constructed on the Tennis Court Property and the Festival has obtained all required permits for the construction of the new structure, has identified a funding source for the cost of constructing the new structure and has notified the City in writing that the Festival is in a position to award a construction contract for the construction of the new structure.
4. LEASE TERM/LEASE YEAR. The “Lease Term” shall mean the period that commenced on October 1, 2001 and ends on September 30, 2041. As used herein “Lease Year” shall mean the period from October 1 to September 30.

5. RENT.

(a) Festival agrees to pay to City, as rental for the premises, 3.5% of all gross revenues, less fees charged by credit card companies, from the following sources on the Premises:

- (i) Tickets to the Pageant of the Masters, except for tickets to one gala fundraiser per year.
- (ii) Admissions to the Premises, including admission to the Primary Events and to all other events except those conducted for the benefit of charitable organizations as those are currently defined in Section 501(c)(3) of the Internal Revenue Code.
- (iii) Rent paid to Festival by subtenants for food and beverage sales.
- (iv) Rent paid to the Festival for use of the Premises by for-profit entities.

(b) The amounts specified in 5(a) shall be payable in annual installments for each fiscal year of Tenant, due on or before January 5 next following the end of each such fiscal year. All payments shall be made by Festival to City in lawful money of the United States of America, without notice or demand, at the address of City set forth herein, or at such other place as City has notified Festival in writing at least thirty (30) days in advance.

(c) In the event that Festival fails to make any rental payment by January 15, City may impose a late charge equal to six percent (6%) of the delinquent rental payment. If Festival fails to make any rental payment by January 30, then the foregoing late charge shall be increased to twelve percent (12%).

(d) For purposes of reporting revenues, Festival shall furnish to City on or before January 5 of each year during the Lease Term, a copy of its audited annual financial statements for the prior Lease Year and a statement, which shall be certified to be correct by a Certified Public Accountant acceptable to City, that the payments required in Section 5 of this Lease have been calculated as provided in this Lease. City shall have the right, solely at its expense, to audit the financial records of Festival. If an underpayment is discovered, City may impose a late charge equal to six percent (6%) of the underpayment. Any overpayment that is discovered shall be returned to Festival within thirty (30) days of discovery.

(e) Should Festival decide to replace its existing restaurant subtenants and sell food and/or beverages directly to patrons, rather than subleasing those services to another restaurant subtenant, the amounts due in Section (a) above shall be calculated on the basis of an imputed rent of ten percent (10%) of gross sales of food and beverages (the "Imputed Rent"). The percentage rent due under Section (a) shall be applied against the Imputed Rent.

6. USE OF PREMISES.

(a) The primary purpose for which City leases the Premises to Festival is for the presentation of the "Festival of Arts" and a program known as the "Pageant of the Masters" (together, "Primary Events"). The Primary Events occur each year from approximately July 1 to August 31.

(b) Unless otherwise provided in this Lease, during the Lease Term, Festival shall have the sole and exclusive use of the Premises for the purpose of the Primary Events and for any other events that are approved in advance by the Committee (as such term is defined in Section 7(c), below). Festival alone shall be responsible for all actual costs incurred in preparation for and in connection with the Primary Events and in the maintenance, repair, operation and management of the Premises.

(c) Festival shall hold the Primary Events for at least 50 days during July and August on the Premises each Lease Year during the entire term of this Lease. The Pageant of the Masters shall be held in the Irvine Bowl with the length of performance and the number of scenes and performers each night as it has been historically performed. If Festival wishes to conduct the Primary Events starting before June 25 or ending after Labor Day of any year, Festival shall obtain prior, written approval from the Committee.

(d) Festival agrees that the Premises shall be its sole permanent location and that Festival will not conduct the Primary Events at a location other than the Premises, except for occasional demonstrations which have prior written approval from the Committee. Moreover, Festival shall not facilitate, enable, sponsor, endorse, authorize, sanction or otherwise support the development, production, promotion or performance of events identical or similar to the Pageant of the Masters, in whole or in part, by any other entity or entities at any location or locations in any way, including but not limited to licensing or franchising of the Pageant of the Masters to any other entity or entities, by contract, agreement, subcontracting of employees or any other means. This prohibition includes but is not limited to the licensing, franchising or any other means of permitting the use by any other entity or entities of the name "Pageant of the Masters" and/or "Festival of Arts of Laguna Beach" or any other name or title implying a connection with the Festival of Arts and/or Pageant of the Masters other than as may be related to the promotion of the Pageant of the Masters and/or the Festival of Arts at its location in the City of Laguna Beach.

(e) If for any reason, except those events encompassed in Section 16(f) of this Lease, Festival fails to hold the Primary Events at the Premises, then City may, at its option in its sole and absolute discretion, terminate this Lease and all the rights and obligations of the parties thereto shall likewise terminate. In order to exercise its option to terminate this Lease pursuant to the rights granted in this paragraph, City must notify Festival in writing of its exercise of said option and of the termination of this Lease on or before the first day of October following the summer period in which Festival does not hold the Primary Events on the Premises. Failure by City to so notify Festival in accordance with the foregoing shall constitute waiver by City of its option to terminate, provided, however, that said option to terminate shall be deemed renewed and reinstated at any time thereafter during the Lease Term when Festival fails to hold the Primary Events on the Premises.

(f) Festival shall have the overall use, management and custody of all buildings and structures within the Premises for the entire Lease Term, subject to the provisions hereinafter specified for use by sublessees, reserving, the right of Festival to have exclusive use of the entire Premises, commencing May 1 of each year through the conclusion of the Primary Events. While the stage building will have priority of use by the Festival for the production and presentation of the Primary Events, from the end of the Primary Events through December 1 of each year, the Festival will work with the Irvine Bowl Policy Committee to accommodate use of the Irvine Bowl for events that may be consistent with the objectives of the Festival and the City.

(g) Festival agrees that, except from the period May 1 through the conclusion of the Primary Events during each Lease Year, and except for subleases or events approved by the Committee, the entire open grounds area and the main restroom building as depicted on Exhibit B shall be open to the public as a public park free of charge on a daily basis from 9:00 a.m. to 5:00 p.m. Should any disagreement arise concerning the public's use and enjoyment of this public park, said dispute shall be resolved by the Committee. Festival alone shall be responsible for all costs incurred in the use of the Premises by the public and shall maintain the open grounds and main restroom building to a standard of quality at least equal to public parks maintained by City.

(h) Notwithstanding anything to the contrary contained in this Lease, the parties hereto agree that the portion of the Premises identified as the "Irvine Bowl" on Exhibit B may be used by Laguna Beach High School ("High School") for its annual commencement exercises, which traditionally occur in June of each year. The High School may have the use of the Bowl area, seats and stage for a period of seven (7) days each Lease Year for purposes of the actual commencement ceremony and for preparation related thereto. The precise seven (7) days during any given Lease Year shall be agreed to by Festival and the High School. The High School shall be solely responsible for cleaning the Irvine Bowl following its use in accordance with this paragraph, but no rental fee of any nature shall be charged by City or Festival to the High School. Festival may, in its reasonable discretion, limit use by the High School of the backstage area and other facilities within the Irvine Bowl to the extent that such use would unreasonably interfere with Festival's preparation for the Primary Events.

(i) Festival and City agree that other ongoing uses, in addition to the Primary Events, may be appropriate for the Premises. These activities may include, but shall not be limited to, a museum or a community theater, subject to approval of the Committee.

(j) Festival agrees to use the area legally described in Exhibit "F" attached hereto (depicted in Exhibit "G") exclusively for planting and hillside stabilization purposes in accordance with landscaping, grading and other plans as may be approved by City.

7. NON-FESTIVAL USES.

(a) Whereas, there have been requests made by various organizations to use the Bowl, the stage, the restaurant facilities, the Forum Theater, the pods and pavilions and the concession booths for various public concerts, theatrical performances, festivals, exhibits, conventions, public meetings and other cultural and recreational activities and it appears necessary and advisable, particularly in view of the fact that in said structures and buildings there

is valuable personal property belonging to Festival, which personal property is necessary for the operation of those facilities, and Festival has the necessary personnel for supervision, that Festival should have the overall management and custody of said structures and buildings during the entire period of this lease, subject to the policies of the Committee; and it is the wish and desire of both City and Festival that said structures and buildings be used to the fullest extent by reputable, responsible and reliable groups and organizations in such periods and under such circumstances as will not hinder, delay or compete with the primary functions of Festival.

(b) At all times, other than the periods identified in Section 6 of this Lease when Festival shall have exclusive use and custody of the Premises, the buildings and facilities of the Premises which are not reserved to the exclusive use of Festival at all times during the term of this Lease, shall be made available by sublease from Festival to other persons, groups or organizations, for such uses and at such times as may be approved by and on such terms and conditions as may be prescribed by the Committee.

(c) A committee to be known as the Irvine Bowl Policy Committee, ("Committee") shall be formed and shall consist of four (4) members (collectively, the "Members"). Two (2) of the Members shall be members of and appointed by the City Council (together, the "City Members") and two (2) of the Members shall be members of and appointed by Festival's Board of Directors (together, the "Festival Members"). The tenure and term of office of City Members shall be at the sole and absolute discretion of the City Council. The tenure and term of office of the Festival Members shall be at the sole and absolute discretion of Festival's Board of Directors. It is mutually agreed that the chairmanship of said Committee shall be for one (1) Lease Year and shall rotate each Lease Year between City and Festival. Approval for any action shall require an affirmative vote of three (3) Members. If there is a disagreement among the Members, the City Council shall have final authority.

(d) The duties of the Committee shall consist of (a) prescribing policies for the subleasing of the Premises, (b) evaluating and approving applicants for the use and sublease thereof, (c) computing the rates and forms of rental and method of payment of rental, (d) determining the conditions under which the Premises may be used or subleased and (e) reviewing any capital improvements Festival proposes to the Premises. Other duties of the Committee may be prescribed from time to time by joint action of City and Festival.

(e) Recording Secretary of Festival shall give written notice to all Members of all subleases for the Premises recommended for approval or disapproval by Festival. The Committee, within fifteen (15) days of receipt of such written notice, shall have the authority to disapprove any such action recommended by Festival. In the event the Committee fails to act within said fifteen (15) day period, Festival's proposal shall be deemed approved. In the event that a proposed sublease is for more than five days in duration, the Committee shall have thirty (30) days rather than fifteen (15) days to respond. It shall be the duty of Recording Secretary of Festival to notify each applicant applying to sublease a portion of the Premises of such approval or disapproval. When an applicant for sublease is approved and the sublease is entered into, the applicant sublessee shall secure from the City any licenses as may be required in accordance with City ordinances and such licenses must be exhibited to the Recording Secretary of Festival before a sublease is granted by Festival for use of the desired portion of the Premises.

(f) Whenever practicable, it shall be the policy of the Committee to require sufficient cash rental in advance on all subleases and other uses of the Premises to cover the cost of required utilities and salaries of personnel and other services that may be furnished by City or Festival to the user or sublessee, including any costs of special police protection or insurance as required.

(g) All users and sublessees of the Premises shall be required to provide at their own cost, and to carry at all times during their occupancy and use of the Premises, liability, property damage and workers compensation insurance, so endorsed as to protect both City and Festival from all personal liability, workers compensation and property damage claims, suits and judgments as required by the Committee. The insurance carrier writing such insurance must be approved by the Committee in its sole and absolute discretion. The amount of such insurance shall be fixed by a schedule which shall be adopted and approved by the Committee, and certificates of such insurance shall be filed with the Recording Secretary of Festival in each instance prior to any use and occupancy by a sublessee.

(h) All users and sublessees of the Premises shall indemnify, defend and hold harmless City and Festival and its officials, officers, employees and agents from and against any and all claims, losses, actions, damages and liabilities arising out of or in connection with any act or omission of user/sublessee pursuant to any use or sublease.

8. PARKING.

(a) The parties hereto agree that the area legally described in Exhibit "D" attached hereto (depicted in Exhibit "E") and identified as the "Playhouse Parking Area" in Exhibit "B" may be used exclusively by Festival for parking, together with access thereto, during the following time periods (hereinafter referred to collectively as the "Parking Periods") each Lease Year during the Lease Term: (i) the two (2) weeks immediately prior to the Pageant of the Masters (but not prior to June 21 of any Lease Year), (ii) during the entire run of the Pageant of the Masters, and (iii) for three (3) days immediately following the Pageant of the Masters.

(b) During the Parking Periods, to the extent reasonably possible, the City will allow Festival's use of the City's property on Olive Street for parking purposes only, provided that the City hereby reserves the right in its sole and absolute discretion to transfer the Olive Street property to another party which would extinguish this obligation of City.

(c) To the extent reasonably possible, City agrees to rent to Festival sixty-five (65) spaces in the area known as the "City Employees Parking Lot", at one-half (1/2) the cost charged to the public for those parking spaces. The sixty-five (65) parking spaces in the City Employees Parking Lot are available to Festival after 6:00 p.m. each night during the run of the Pageant and are to be used only for parking by volunteers at the Festival and by the orchestra for the Festival. If the City Employees Parking Lot becomes unavailable for Festival's use in accordance with this paragraph for whatever reason, City agrees to use reasonable efforts to accommodate parking for sixty-five (65) cars at another location owned by the City and located near the Premises.

(d) Should a parking garage be constructed, on the Festival-Playhouse Parking Lot, Festival and City shall enter into an agreement for the shared use of the spaces in said garage with Festival guaranteed the use of at least the number of spaces presently available in the Festival-Playhouse Parking Lot during the same times and under the same conditions as prescribed in Section 8(a) of this agreement.

9. OBLIGATIONS OF FESTIVAL. During the Lease Term, Festival agrees to do the following:

(a) To prepare and submit to the City's City Manager for his/her approval, before the commencement of any permanent improvement or alteration within or on the Premises, complete plans and specifications for each contemplated improvement or alteration and to secure any required permits for such improvements.

(b) To subscribe for and pay for all expenses related to utilities servicing the Premises, including, without limitation, telephone, natural gas, water and electrical services.

(c) To maintain the Premises in good condition and to make all ordinary repairs to the Premises, including buildings and structures.

(d) To pay any taxes that may be due on the Premises.

(e) Not to commit, or permit, or suffer any waste on the Premises, or any acts to be done thereon in violation of any law or ordinance, during its occupancy hereunder.

(f) To make available to City each Lease Year, for use by City in its sole and absolute discretion, eight (8) seats located in the center section of the Loge area in Row C of the Irvine Bowl during the entire showing of each Pageant of the Masters program, but excluding the Press Preview, all of the foregoing without expense to City.

(g) To secure all necessary permits from City for signs on the Premises.

(h) Not to assign the naming rights for the Premises nor to allow any advertising on the Premises, except such advertising to publicize the Primary Events, without prior approval of the City Council.

(i) To admit residents of the City of Laguna Beach without charge to the Premises during the art exhibition known as the Festival of Arts.

(j) To indemnify, defend and hold harmless City and its officials, officers, employees and agents (collectively, "Indemnitees") from and against any and all claims, losses, actions, damages and liabilities arising out of or in conjunction with any act or omission of Festival pursuant to this Lease; provided, however, that Festival shall have no obligation to indemnify, defend or hold harmless any of the Indemnitees from and against their own negligence or willful misconduct.

(k) During the term of this Lease, the Mayor of the City of Laguna Beach shall be an ex-officio member of the Board of Directors of the Festival as provided in Article III, Section 8, of the Festival Bylaws.

10. CAPITAL IMPROVEMENT PROGRAM.

(a) The City and the Festival each agrees that the physical improvements to the Premises need to be substantially repaired upgraded or replaced to achieve the objectives of the parties in accordance with and during the term of this Lease. The City wishes to be assured that the Festival commits the financial resources for and undertakes such needed improvements in a manner consistent with the purposes of this Lease.

(b) The Festival agrees to and shall establish a Board-designated Capital Improvement reserve account (the "Reserve") for use only on Approved Capital Improvements (as defined below). The Festival shall deposit an amount into the Reserve on an annual basis on or before January 30 of each year, equal to or exceeding six percent (6%) of gross revenues of the Festival as defined in Section 5 for the previous fiscal year, less fees charged by credit card companies. The Reserve shall be held in a separate account that is segregated from the general operating funds of the Festival. The Festival may expend funds or reimburse the Festival's operating funds from funds held in the Reserve when such funds are expended for Approved Capital Improvements.

(c) "Approved Capital Improvements" shall mean all out-of-pocket expenses incurred by Festival for improvements to the Premises, the plans and budgets for which have first been reviewed by the Irvine Bowl Policy Committee and approved by the City Council. Capital Improvements shall include but not be limited to fees and costs paid by Festival to architects and engineers, all fees and costs incurred to obtain all government approvals required in connection with Festival's improvements, all amounts paid by Festival for purchase, construction and installation of improvements to the Premises and all contractors' fees, overhead and profit paid by Festival in connection with the construction of the Approved Capital Improvements. Capital Improvements shall also include debt service associated with the financing of the Capital Improvements, insurance premiums paid by the Festival pursuant to Section 12(b) below and the amount of the deductibles payable by the Festival pursuant to the provisions of Section 16 below. Capital improvements shall not include the cost of removable trade fixtures, equipment and machinery, furniture and furnishings and the cost of inventory and miscellaneous moveable personal property.

(d) As part of the annual audit to be submitted to the City as provided in Section 5 above, the audit report shall include an agreed-upon procedure engagement (the "Engagement") to analyze the Reserve to determine the compliance of its usage with the terms of this Section. A copy of the audit report shall be provided to the City within ten (10) days. To the extent the Engagement discloses that inadequate funds have been deposited in the Reserve or that expenditures from the reserve were not for Approved Capital Improvements, the Festival shall within thirty (30) days of the receipt of the audit report allocate sufficient funds to the Reserve to make up for any shortage in funding, excessive credits or expenditures on improvements that were not for Approved Capital Improvements.

11. NON-LIABILITY OF CITY. Except to the extent caused by City's gross negligence or willful misconduct, City shall in no way be liable for any loss, damage or injury of any kind or character to any person or property arising from any use of the Premises, or any part thereof, or caused by any defect in any building, structure or other improvements thereon or in any equipment or other facility therein, or caused by or arising from any act or omission of Festival, or of any of its agents, employees, licensees or invitees, or by or from any accident on said land or any fire or other casualty thereon, or occasioned by the failure of Festival to maintain the Premises in safe condition.

12. INSURANCE.

(a) During the entire Lease Term, Festival shall maintain (i) public liability insurance against loss or damage by claims, suits or judgments for death, personal injury and property damage, and (ii) workers compensation insurance (in the amount required by the State of California). Such insurance policies shall be subject to the reasonable approval of City as to the rating of the insurance companies and the language of the policies. City shall be named as an additional insured on the public liability insurance policy. Upon the effective date of this Lease, City shall require a minimum of Five Million Dollars (\$5,000,000.00) in liability insurance from Festival; that amount shall be adjusted every five years during the Lease Term in accordance with any increase in the Consumers Price Index for the United States. Such insurance policies shall contain an express waiver of any right of subrogation against City and shall provide that City shall be given at least thirty (30) days prior written notice of any cancellation or change in the provisions of the policies. The public liability insurance policy shall be stated to be primary and non-contributing with any insurance which may be carried by City.

(b) During the entire Lease Term, City, at its own expense, but subject to reimbursement by Festival as provided below, shall maintain one or more policies of all risk hazard insurance and insurance for damage due to floods or earthquakes, if available on a commercially reasonable basis, in amounts mutually agreed upon by Festival and City sufficient to restore the Premises to its predamaged state. Festival shall reimburse City for the cost of the premiums attributable to such policies by delivering to City an amount equal to each applicable premium payment on or before the later of (i) thirty (30) days after notice from City of the amount of the premium payment, or (ii) ten (10) days prior to the date on which such premium payment is due. The Festival may elect to be reimbursed for the amount of the premium payment from the Capital Improvement Trust Fund. In the event that a policy of insurance required by this subparagraph covers property other than the Premises, the premium applicable to such policy shall be allocated among the properties insured thereby, and Festival shall be obligated to pay only that portion of the premium reasonably allocated to the Premises. Each policy maintained by City in accordance with this subparagraph shall contain an express waiver of any right of subrogation against Festival and shall provide that Festival shall be given at least thirty (30) days prior written notice of any cancellation or change in the provisions of the policy.

(c) City and Festival each hereby waive all rights of recovery against the other and against the officers, employees, agents and representatives of the other, on account of loss by or damage to the waiving party or its property or the property of others under its control, to the extent that such loss or damage is insured against under any fire and extended coverage

insurance policy which either may have in force at the time of the loss or damage (or, in the case of insurance required to be carried by City pursuant to this Lease, that would have been in force but for the failure of City to maintain such insurance).

(d) Festival recognizes that due to coastal, atmospheric or other conditions, buildings on the Premises may develop moisture resulting in mildew or mold. Festival assumes liability for proper ventilation of structures on the Premises and, subject to the waiver of subrogation set forth above, for any injuries or damage caused by mildew or mold.

(e) For events sponsored by City, City shall be responsible for providing public liability insurance or for submitting to Festival a statement that City is self-insured and will assume the insurance requirements imposed by the Committee.

13. HAZARDOUS SUBSTANCES. Festival shall not bring onto, use, create, store, release, discharge, or dispose of, in or about the Premises any Hazardous Substances (hereinafter defined), nor shall Festival engage in any activities in or about the Premises that violates any federal, state or local laws, rules or regulations pertaining to Hazardous Substances. Notwithstanding the foregoing, Festival shall have the right to bring onto the Premises small quantities of materials qualifying as Hazardous Materials if such materials are typical and reasonably required for the permitted use by Festival of the Premises, including cleaning materials, provided that Festival shall store, use and dispose of such materials in accordance with all applicable law. Festival shall promptly take all investigatory and/or remedial action ordered by governmental authorities for the clean-up of any Hazardous Substances in or about the Premises or the elements surrounding the same, created, caused or materially contributed to by Festival or by Festival's employees, agents, business invitees or sublessees, or for which Festival is otherwise legally responsible, at Festival's sole expense. Festival shall provide prompt written notice to City of the existence of Hazardous Materials on the Premises, except for the small quantities of materials described above, and all notices of violation of environmental laws received by Festival in connection therewith. Festival shall indemnify and hold City (and its agents and employees and anyone claiming under City) and the Premises harmless from any and all claims, demands, liabilities, obligations, expenses and/or penalties arising out of or relating to the investigation, remediation and/or abatement of any Hazardous Substance located in or about the Premises or the elements surrounding same, created, caused or materially contributed to by Festival or by Festival's agents, business invitees, employees or sublessees and/or for which Festival is otherwise legally responsible and/or Festival's failure to comply with its obligations under this paragraph (hereafter collectively, "Festival Hazard Claims"). Festival shall also defend City and indemnify and hold City harmless from all fees and costs (including reasonable attorneys' fees) incurred by City by reason of Festival Hazard Claims brought against City by third parties. Festival's obligations under this paragraph shall survive the expiration or termination of this Lease. The term "Hazardous Substance," as used in this Lease, shall mean any material or substance in, on or under the Premises or the surrounding elements which is or becomes regulated by any governmental agency having jurisdiction thereof under applicable federal, state or local law.

14. DEFAULTS.

(a) Festival Default. If any one or more of the following events shall have occurred and shall not have been remedied as herein provided: (i) Festival's failure to pay any installment of rent and the continuance of the same for a period of thirty (30) days after notice and demand therefore in writing have been made to Festival, (ii) Festival's failure to comply with any other agreement herein contained and the continuance of such failure for a period of sixty (60) days after receipt by Festival from City of notice in writing specifying in detail the nature of such failure; or (iii) Festival's bankruptcy, insolvency or receivership proceedings, or attachment, execution or other judicial process then, City may give to Festival a notice of its election to end this Lease upon a date (at least ten (10) days hence) specified in such notice and upon such date this Lease shall terminate and no further rental shall be due hereunder. In addition, City shall have the remedy described in *California Civil Code Section 1951.4*. If City gives notice of any default which may not be remedied solely by the payment of money and by its nature is curable, but cannot be cured within the period specified in this paragraph, then such period shall be extended for so long as Festival is proceeding to cure such default as soon as reasonably possible under the circumstances.

(b) City Default. City shall not be in default under this Lease unless City fails to perform obligations required of City under this Lease within a reasonable time, but in no event later than sixty (60) days after written notice by Festival to City.

15. ASSIGNMENT AND SUBLEASE BY FESTIVAL. Festival shall not assign, mortgage or hypothecate this lease, or any interest therein, without City's permission, to be given or withheld in City's sole and absolute discretion. Any attempt to assign this Lease in violation of the foregoing shall constitute an immediate default under this Lease by Festival. Festival may sublease booths and concessions during the Primary Events in connection with holding of said events. Festival shall not otherwise let or sublease the whole or any part of the Premises except in accordance with the strict terms, provisions and restrictions of this Lease. No assignment of this Lease made with or without the consent of City shall release Festival from any liability under this Lease.

16. DAMAGE AND DESTRUCTION. If the Premises are damaged by fire, earthquake, act of God, the elements or other casualty, City shall be responsible for the repair of such damage to the extent the proceeds of the insurance required to be maintained pursuant to Section 12(b) and other funds, such as federal and state funds, are payable for the purpose of such repair. Festival shall be responsible for contributing the amount of all reasonable deductibles. Festival shall have the right to use and apply funds from the Festival Capital Improvement Trust Fund in order to meet the foregoing obligation to pay deductibles. This Lease shall be considered an express agreement governing any case of damage to or destruction of the Premises by fire or other casualty, and any present or future law which purports to govern the rights of Landlord and Tenant in such circumstances in the absence of express agreement shall have no application.

17. GENERAL PROVISIONS.

(a) Ownership. It is mutually agreed that all buildings, structures and other permanent improvements erected or constructed heretofore or hereafter upon the Premises, whether by City or Festival, shall at all times be and remain the property of City, and Festival shall neither have nor claim any interest therein save and except such as is provided by the terms of this Lease and all such rights and interests of Festival shall terminate with the termination of this Lease.

(b) Development on Nearby Parcels. It is mutually agreed that, before City approves any development of City owned property abutting the Premises, it will first request Festival's opinion of such proposed development insofar as said development may have a material adverse impact on Festival's operation.

(c) Attorneys' Fees. If either party hereto incurs any expense, including attorney's fees in connection with any action instituted by the other, the prevailing party shall be entitled to recover its expense from the other party. Such expense shall be paid whether or not such action is prosecuted to judgment.

(d) Entire Agreement; Modification in Writing. This Lease supersedes all prior agreements and all other existing leases between the parties hereto (all of which shall be deemed immediately terminated) and may be modified only in writing, mutually executed by City and Festival.

(e) No Waiver. Neither party hereto shall be deemed to have waived any right hereunder for failure to complain of any act or omission of the other party. City's acceptance of rent or any other sum payable under this Lease while Festival is in default under the terms of this Lease shall in no way constitute a waiver by City of such default or any other default. City may, from time to time, at its option, exercise all rights or remedies which it may have either at law or in equity, and nothing herein contained shall be construed as in any way abridging or waiving any such right or remedy; and consent, waiver or compromise by City of or under any of the provisions of this Lease, or as to any pledge or default hereunder by Festival shall not constitute or be construed as a waiver of City's rights to enforce strict interpretation and performance of the conditions and terms of this Lease by Festival at all other times and as to same and all other matters herein contained.

(f) Surrender at End of Term. Upon the expiration or earlier termination of the Lease Term, Festival agrees to surrender the Premises to City in good condition and repair, reasonable wear and tear and damage by casualty excepted.

(g) Force Majeure. If either party is delayed from the performance of any covenant or obligation contained in this Lease because of acts of the other party, Acts of God, adverse weather, war, invasion, insurrection, acts of a public enemy, riot, mob violence, civil commotion, sabotage, labor disputes, unusual delay in transportation, laws, rules, regulations or orders of governmental or military authorities, or any other cause beyond the reasonable control of the parties so obligated, whether similar or dissimilar to the foregoing, financial inability

excepted, such performance shall be excused for the period of the delay, and the period for such performance shall be extended for a period equivalent to the period of such delay.

(h) Notices. No notice hereunder shall be effective unless sent postage prepaid by personal delivery, reputable overnight carrier with next day delivery, United States registered or certified mail, return receipt requested, directed to the other party at the address set forth in Section 18 of this Lease or at such other address as either party may designate by notice given in accordance with this paragraph.

(i) Estoppel Certificates. City and Festival shall each, without charge and within fifteen (15) days after written request, certify in writing to any person specified in such request, as to the existence, amendment, validity of this Lease, the existence of any default or counterclaim hereunder of which the certifying party has actual knowledge and any other matter reasonably requested. Any such certificate may be relied upon by any party requesting it and by any person to whom the same may be exhibited.

(j) Governing Law. This Lease shall be construed under and governed by the laws of the State of California.

(k) Severability. The invalidity of any portion of this Lease shall not affect any other portion hereof.

(l) Interpretation. As used herein, the singular shall include the plural and the masculine gender shall include the feminine and neuter genders unless the context shall require otherwise. Section headings are for convenience and shall not be used to construe this Lease. This Lease may be executed in multiple counterparts, each of which shall be an original. The terms "City" and "Festival" as used herein shall mean only the owner at the time of City's or Festival's interest herein (or any part thereof) and upon the sale or assignment of the interest of either party hereto, their successors in interest shall be deemed to be City or Festival, as the case may be, but this provision shall not be construed as releasing any party from liability under this Lease following any such sale or assignment.

(m) Successors and Assigns. Unless otherwise expressly provided herein, the provisions of this Lease shall bind and inure to the benefit of City and Festival and their respective successors and assigns.

(n) Hold Over. In the event Festival shall hold over the Premises after the expiration of the term hereof with the consent of City either express or implied, including, without limitation, a hold over by a sublessee, such holding over shall be construed to be only a tenancy from month to month, subject to all the covenants, conditions and obligations hereof, but with the annual rent increased by ten percent (10%) over the amount of the annual rent payable immediately prior to the commencement of such holding over and Festival hereby agrees to fully comply with all of the applicable terms and provisions of this Lease for such additional time as Festival shall hold over the Premises.

(o) City Transfer. In the event City shall transfer or convey or be divested of its estate in and to the Premises, and as a part of said transaction shall transfer, convey, assign or be divested of its interest as City in and to this Lease, and provided that such assignee expressly

assumes the obligations of City from any after the date of such assignment, then from and after the effective date of said assignment, transfer, conveyance, divestiture or reverter, City shall have no further liability, except for (i) liabilities which shall have accrued and be unsatisfied as of such date, and (ii) those obligations of City to provide parking as set forth in this Lease, for all of which liabilities and obligations City shall continue to be obligated notwithstanding any such assignment, transfer, conveyance, divestiture or reverter.

(p) Conveyance Upon Termination. Upon the expiration or earlier termination of this Lease, Festival shall deliver to City, upon ten (10) days' request, a quitclaim deed or other document reasonably required in order to remove of record any cloud resulting from the execution and delivery of this Lease.

(q) Indemnification. In addition to any other indemnity specifically provided in this Agreement, Festival shall defend (with counsel of City's choosing, and which may be joint defense counsel upon City's and Festival's consent, in each of their sole and absolute discretion), indemnify and hold harmless City and its councilmembers, officials, officers, employees, boards, departments, agencies, agents, representatives, and volunteers (collectively, "Indemnitees") from and against any alleged or actual loss, damage, costs, increased costs, expenses, penalty, liability, claim, or judgment (collectively, "claims"), arising from any act or omission of Festival, or any noncompliance or failure by Festival with regard to any requirements of federal, state or local laws and regulations, in connection with Festival's obligations under this Agreement, which claims arise from any act or omission of Festival, or any noncompliance or failure by Festival with regard to any requirements of federal, state or local laws and regulations, specifically including the matters set forth in Section 10 above and the expenditure of the funds held in the Reserve, except to the extent a claim is caused by the sole negligence or misconduct of Indemnitees.

18. ADDRESSES FOR NOTICES.

City: City Manager
505 Forest Avenue
Laguna Beach, CA 92651
Telephone: (949) 497-0704
Facsimile: (949) 497-0771

Festival: President
Festival of Arts
650 Laguna Canyon Road
Laguna Beach, CA 92651
Telephone: (949) 494-1145
Facsimile: (949) 494-9387

19. EXHIBITS. The following Exhibits are attached hereto and made a part hereof:

- Exhibit "A" - Legal Description of Premises in February 2010 Lease
- Exhibit "B" - Depiction of Exhibit "A"
- Exhibit "C" - Legal Description of Tennis Court Property
- Exhibit "D" - Legal Description of Parking Lot Property
- Exhibit "E" - Depiction of Exhibit "D"
- Exhibit "F" - Legal Description of New Property Added to Premises
(Poplar/ Linden Parcel)
- Exhibit "G" - Depiction of Exhibit "F"

IN WITNESS WHEREOF, the Festival of Arts of Laguna Beach has caused this Lease to be executed by its President and Secretary thereunto authorized by resolution of the Board of Directors, and the City of Laguna Beach has caused this agreement to be executed by its Mayor and City Clerk thereunto duly authorized by its City Council.

CITY OF LAGUNA BEACH

Date: 10/23/14

By: *John Kelly*
City Manager

ATTEST:

Date: 10/23/14

By: *Wendy Chalk Walker*
City Clerk

“City”

FESTIVAL OF ARTS OF LAGUNA BEACH

Date: 10/22/14

By: *Frank Le Sautter*
President

Date: 10-22-14

By: *Pat Hollender*
Secretary

“Festival”

EXHIBIT "A"
LEGAL DESCRIPTION

ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°46'57", AN ARC LENGTH OF 16.49 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 3000.00 FEET; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 08°51'53", AN ARC LENGTH OF 463.89 FEET TO A POINT ON THE CITY OF LAGUNA BEACH BOUNDARY AS DESCRIBED IN BOOK 1821, PAGE 324 OF OFFICIAL RECORDS OF SAID COUNTY; THENCE ALONG SAID BOUNDARY NORTH 59°41'01" WEST 101.78 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 120.00 FEET; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 40°00'07", AN ARC LENGTH OF 83.78 FEET; THENCE SOUTH 80°18'52" WEST 106.00 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 105.00 FEET; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 26°40'02", AN ARC LENGTH OF 48.87 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE NORTH AND HAVING A RADIUS OF 110.00 FEET, A RADIAL LINE FROM SAID BEGINNING OF CURVE BEARS NORTH 36°21'10" WEST; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 55°57'14", AN ARC LENGTH OF 107.42 FEET; THENCE LEAVING SAID CITY BOUNDARY NORTH 84°11'24" WEST 23.37 FEET; THENCE NORTH 84°22'44" WEST 44.12 FEET; THENCE NORTH 85°04'24" WEST 26.01 FEET; THENCE NORTH 56°30'13" WEST 32.05 FEET; THENCE NORTH 58°44'01" WEST 11.06 FEET; THENCE NORTH 64°11'04" WEST 12.98 FEET; THENCE NORTH 14°28'39" WEST 9.24 FEET; THENCE NORTH 43°23'33" WEST 32.22 FEET; THENCE NORTH 21°29'14" WEST 16.37 FEET; THENCE NORTH 23°57'49" WEST 16.98 FEET; THENCE NORTH 40°23'58" WEST 19.44 FEET; THENCE NORTH 35°16'12" WEST 5.44 FEET; THENCE NORTH 75°28'03" WEST 2.36 FEET; THENCE NORTH 78°01'08" WEST 11.10 FEET; THENCE SOUTH 88°53'10" WEST 6.86 FEET; THENCE SOUTH 84°23'46" WEST 3.93 FEET; THENCE NORTH 32°00'20" WEST 15.81 FEET; THENCE NORTH 30°00'36" WEST 14.37 FEET; THENCE SOUTH 22°57'42" WEST 33.54 FEET; THENCE SOUTH 12°34'35" WEST 14.34 FEET; THENCE SOUTH 06°05'04" WEST 46.81 FEET; THENCE SOUTH 11°21'39" EAST 38.86 FEET; THENCE SOUTH 47°45'46" WEST 4.53 FEET; THENCE SOUTH 01°58'49" EAST 9.61 FEET; THENCE SOUTH 77°55'37" EAST 5.95 FEET; THENCE SOUTH 11°04'39" EAST 46.17 FEET; THENCE SOUTH 65°24'38" WEST 45.27 FEET; THENCE SOUTH 03°44'49" EAST 60.11 FEET; THENCE SOUTH 82°22'13" WEST 8.14 FEET; THENCE SOUTH 06°40'10" EAST 25.23 FEET; THENCE SOUTH 01°58'45" EAST 27.08 FEET; THENCE SOUTH 00°42'31" WEST 3.96 FEET TO THE TRUE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 5.78 ACRES, MORE OR LESS.

THE ABOVE LEGAL DESCRIPTION IS DELINEATED ON EXHIBIT "B" AND IS MADE A PART HEREOF FOR REFERENCE PURPOSES.

THIS DESCRIPTION WAS PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYOR'S ACT.


PASCAL APOTHELOZ, P.L.S. 7734
LICENSE EXPIRES 12/31/09

DATE PREPARED: 07/30/09, DATE REVISED: 12/01/09

EXHIBIT "A" - Page 2 of 2

L:\2006\06-111 Laguna Playhouse\Exhibit\Lease agreement\Lease area.doc

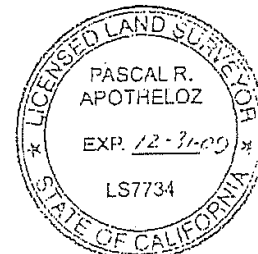


Exhibit "A" - 2 of 2
Legal Description of Premises

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL A

IN THE CITY OF LAGUNA BEACH, COUNTY OF ORANGE, STATE OF CALIFORNIA, BEING THOSE PORTIONS OF LOTS 39, 40, 46 AND OLIVE STREET AS SHOWN ON TRACT No. 759, AS PER MAP FILED IN BOOK 22, PAGES 31 AND 32, OF MISCELLANEOUS MAPS; TOGETHER WITH THOSE PORTIONS OF BLOCKS 12 AND 16 AND HILL STREET, VACATED BY THE ORANGE COUNTY BOARD OF SUPERVISORS, MARCH 1924, IN LAGUNA CLIFFS, AS SHOWN ON A MAP FILED IN BOOK 4, PAGES 58 AND 59 OF MISCELLANEOUS MAPS AND TOGETHER WITH THOSE PORTIONS OF BLOCKS 183 AND 185 OF THE IRVINE SUBDIVISION AS PER MAP FILED IN BOOK 1 PAGE 88 OF MISCELLANEOUS MAPS, ALL IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

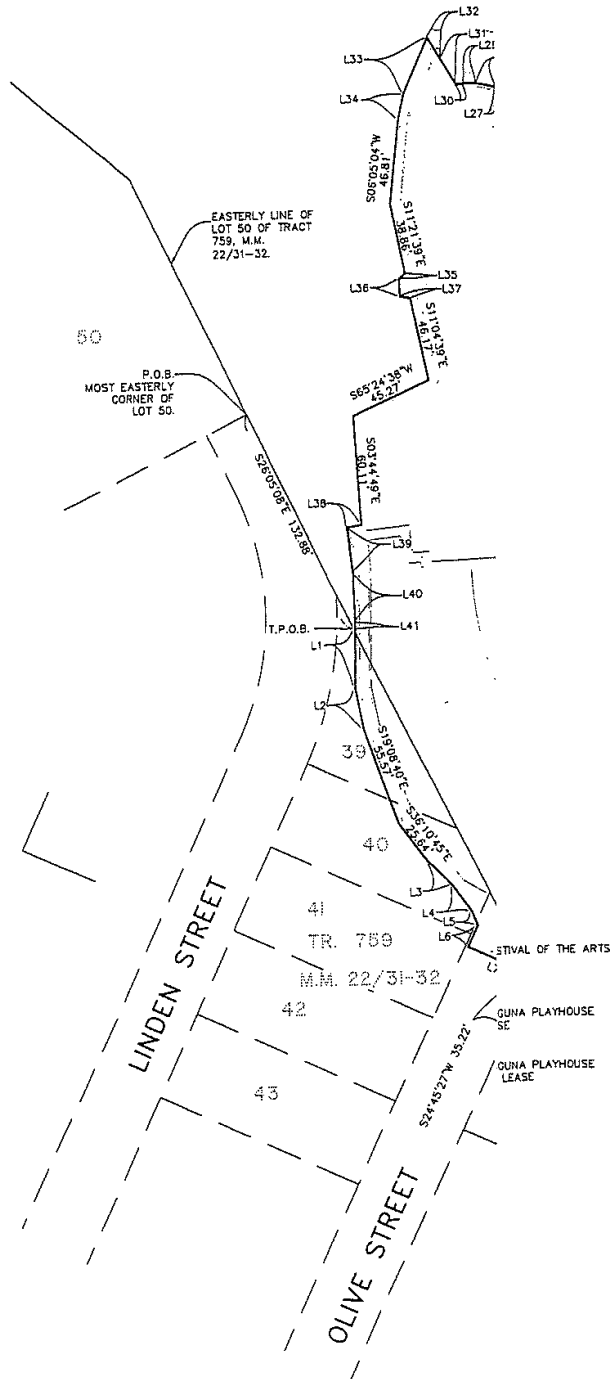
BEGINNING AT THE MOST EASTERLY CORNER OF LOT 50 OF SAID TRACT 759; THENCE ALONG THE EASTERLY LINE OF LINDEN STREET AS SHOWN ON SAID MAP SOUTH 26°05'08" EAST 132.88 FEET TO THE TRUE POINT OF BEGINNING; THENCE, LEAVING SAID LINE SOUTH 00°42'31" WEST 32.57 FEET; THENCE SOUTH 10°59'51" EAST 23.12 FEET; THENCE SOUTH 19°08'40" EAST 55.57 FEET; THENCE SOUTH 36°10'45" EAST 25.64 FEET; THENCE SOUTH 44°39'44" EAST 18.74 FEET; THENCE SOUTH 35°21'38" EAST 17.85 FEET; THENCE SOUTH 23°42'58" EAST 8.80 FEET TO A LINE PARALLEL WITH AND DISTANT 1.00 FOOT SOUTHEASTERLY FROM THE SOUTHEASTERLY LINE OF SAID LOT 40; THENCE ALONG SAID PARALLEL LINE AND ITS SOUTHWESTERLY PROLONGATION SOUTH 24°45'27" WEST 13.14 FEET; THENCE LEAVING SAID PARALLEL LINE SOUTH 65°14'33" EAST 39.00 FEET TO THE MOST NORTHERLY CORNER OF SAID LOT 46; THENCE ALONG THE NORTHWESTERLY LINE OF SAID LOT SOUTH 24°45'27" WEST 35.22 FEET TO THE MOST NORTHERLY CORNER OF PARCEL 2 OF LOT LINE ADJUSTMENT - LLA 06-04, RECORDED MAY 19, 2006 AS INSTRUMENT No. 2006000338556 OF OFFICIAL RECORDS; THENCE ALONG THE NORTH LINE OF SAID PARCEL 2, SOUTH 65°10'35" EAST 43.37 FEET TO THE NORTHEASTERLY LINE OF SAID LOT 46; THENCE ALONG SAID LINE NORTH 25°47'17" WEST 8.90 FEET; THENCE LEAVING SAID LINE NORTH 60°07'46" EAST 171.51 FEET; THENCE SOUTH 47°40'49" EAST 48.10 FEET; THENCE NORTH 63°31'24" EAST 30.96 FEET; THENCE SOUTH 50°52'44" EAST 43.12 FEET; THENCE SOUTH 31°52'13" EAST 25.11 FEET; THENCE SOUTH 05°46'53" EAST 25.07 FEET; THENCE SOUTH 07°38'12" EAST 11.90 FEET; THENCE SOUTH 48°18'35" EAST 19.33 FEET; THENCE SOUTH 68°14'03" EAST 41.94 FEET; THENCE SOUTH 08°31'49" EAST 21.13 FEET; THENCE SOUTH 69°20'38" EAST 36.00 FEET; THENCE NORTH 20°39'22" EAST 7.00 FEET; THENCE SOUTH 69°20'38" EAST 6.38 FEET TO A POINT ON THE RIGHT-OF-WAY LINE OF LAGUNA CANYON ROAD ESTABLISHED 30 FEET WESTERLY OF THE CENTERLINE DESCRIBED IN DEED DATED FEBRUARY 28, 1914 IN BOOK 251, PAGE 6, AND ACCEPTED AS THE WESTERLY LINE OF SAID LAGUNA CANYON ROAD, AS LAID OUT AND PAVED BY THE ORANGE COUNTY HIGHWAY COMMISSION IN 1914; SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE EAST AND HAVING A RADIUS OF 530.00 FEET, A RADIAL LINE FROM SAID BEGINNING OF CURVE BEARS SOUTH 74°42'39" EAST; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04°32'22", AN ARC LENGTH OF 41.99 FEET; THENCE NORTH 49°29'54" WEST 0.35 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE EAST AND HAVING A RADIUS OF 530.00 FEET, A RADIAL LINE FROM SAID BEGINNING OF CURVE BEARS SOUTH 70°23'08" EAST; THENCE

EXHIBIT "A" - Page 1 of 2

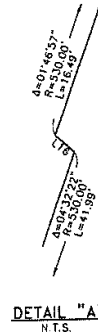
L:\2006\106-111 Laguna Playhouse\Exhibit\Lease agreement\Lease area.doc

Exhibit "A" - 1 of 2
Legal Description of Premises

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LINE	BEARING	DISTANCE
L1	S00°42'31"W	32.47'
L2	S10°59'51"E	23.12'
L3	S44°39'44"E	18.74'
L4	S35°21'38"E	17.85'
L5	S27°42'58"E	8.80'
L6	S24°42'27"W	13.14'
L7	S65°14'33"E	39.00'
L8	N25°47'17"W	8.80'
L9	N67°31'24"E	30.86'
L10	S31°52'33"E	25.11'
L11	S68°46'53"E	28.07'
L12	S07°38'12"E	11.80'
L13	S48°18'35"E	19.33'
L14	S08°31'48"E	21.13'
L15	S69°20'38"E	36.00'
L16	N49°29'54"W	0.35'
L17	N84°11'24"W	23.37'
L18	N85°04'24"W	26.01'
L19	N56°10'13"W	32.05'
L20	N58°44'01"W	11.06'
L21	N64°11'04"W	12.88'
L22	N14°28'39"W	9.24'
L23	N21°29'14"W	16.37'
L24	N23°57'49"W	16.88'
L25	N40°23'58"W	19.44'
L26	N35°16'12"W	5.44'
L27	N75°28'03"W	2.36'
L28	N28°01'08"W	11.10'
L29	S88°53'10"W	6.85'
L30	S84°23'48"W	3.93'
L31	N32°00'29"W	15.81'
L32	N30°00'38"W	14.37'
L33	S22°57'42"W	33.54'
L34	S12°34'38"W	14.34'
L35	S47°48'46"W	4.53'
L36	S01°58'48"E	9.61'
L37	S77°58'37"E	5.95'
L38	S82°22'13"W	8.14'
L39	S06°40'10"E	25.23'
L40	S01°58'48"E	7.08'
L41	S00°42'31"W	3.95'
L42	N20°19'22"E	7.00'
L43	S69°20'38"E	6.38'



SCALE: 1"=40'

SHEET 1 OF 1

E. AREA CALIFORNIA

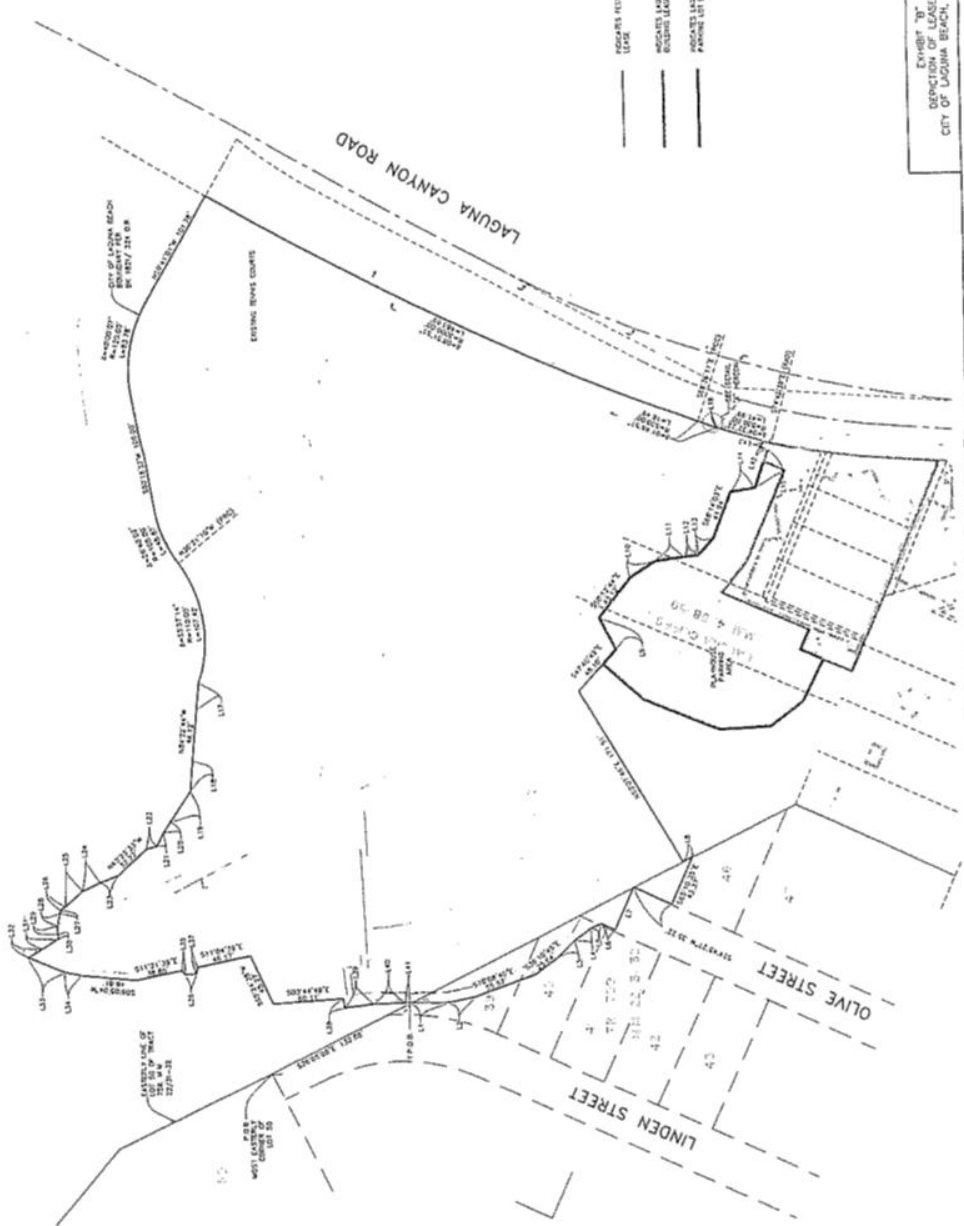
LAND STRATEGIES, LLC

160 N. Riverview Drive,
Suite, 100
Laguna Hills, CA 92653

Exhibit "B" - 1 of 1
Depiction of Exhibit "A"

EXHIBIT "B"
TO ACCOMPANY LEGAL DESC⁵ FOR EXHIBIT "A"

LOT	AREA	PERCENT	REMARKS
1	1.00	100.00	AREA OF LOT 1
2	1.00	100.00	AREA OF LOT 2
3	1.00	100.00	AREA OF LOT 3
4	1.00	100.00	AREA OF LOT 4
5	1.00	100.00	AREA OF LOT 5
6	1.00	100.00	AREA OF LOT 6
7	1.00	100.00	AREA OF LOT 7
8	1.00	100.00	AREA OF LOT 8
9	1.00	100.00	AREA OF LOT 9
10	1.00	100.00	AREA OF LOT 10
11	1.00	100.00	AREA OF LOT 11
12	1.00	100.00	AREA OF LOT 12
13	1.00	100.00	AREA OF LOT 13
14	1.00	100.00	AREA OF LOT 14
15	1.00	100.00	AREA OF LOT 15
16	1.00	100.00	AREA OF LOT 16
17	1.00	100.00	AREA OF LOT 17
18	1.00	100.00	AREA OF LOT 18
19	1.00	100.00	AREA OF LOT 19
20	1.00	100.00	AREA OF LOT 20
21	1.00	100.00	AREA OF LOT 21
22	1.00	100.00	AREA OF LOT 22
23	1.00	100.00	AREA OF LOT 23
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25	1.00	100.00	AREA OF LOT 25
26	1.00	100.00	AREA OF LOT 26
27	1.00	100.00	AREA OF LOT 27
28	1.00	100.00	AREA OF LOT 28
29	1.00	100.00	AREA OF LOT 29
30	1.00	100.00	AREA OF LOT 30
31	1.00	100.00	AREA OF LOT 31
32	1.00	100.00	AREA OF LOT 32
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34	1.00	100.00	AREA OF LOT 34
35	1.00	100.00	AREA OF LOT 35
36	1.00	100.00	AREA OF LOT 36
37	1.00	100.00	AREA OF LOT 37
38	1.00	100.00	AREA OF LOT 38
39	1.00	100.00	AREA OF LOT 39
40	1.00	100.00	AREA OF LOT 40
41	1.00	100.00	AREA OF LOT 41
42	1.00	100.00	AREA OF LOT 42
43	1.00	100.00	AREA OF LOT 43
44	1.00	100.00	AREA OF LOT 44
45	1.00	100.00	AREA OF LOT 45
46	1.00	100.00	AREA OF LOT 46
47	1.00	100.00	AREA OF LOT 47
48	1.00	100.00	AREA OF LOT 48
49	1.00	100.00	AREA OF LOT 49
50	1.00	100.00	AREA OF LOT 50
51	1.00	100.00	AREA OF LOT 51
52	1.00	100.00	AREA OF LOT 52
53	1.00	100.00	AREA OF LOT 53
54	1.00	100.00	AREA OF LOT 54
55	1.00	100.00	AREA OF LOT 55
56	1.00	100.00	AREA OF LOT 56
57	1.00	100.00	AREA OF LOT 57
58	1.00	100.00	AREA OF LOT 58
59	1.00	100.00	AREA OF LOT 59
60	1.00	100.00	AREA OF LOT 60
61	1.00	100.00	AREA OF LOT 61
62	1.00	100.00	AREA OF LOT 62
63	1.00	100.00	AREA OF LOT 63
64	1.00	100.00	AREA OF LOT 64
65	1.00	100.00	AREA OF LOT 65
66	1.00	100.00	AREA OF LOT 66
67	1.00	100.00	AREA OF LOT 67
68	1.00	100.00	AREA OF LOT 68
69	1.00	100.00	AREA OF LOT 69
70	1.00	100.00	AREA OF LOT 70
71	1.00	100.00	AREA OF LOT 71
72	1.00	100.00	AREA OF LOT 72
73	1.00	100.00	AREA OF LOT 73
74	1.00	100.00	AREA OF LOT 74
75	1.00	100.00	AREA OF LOT 75
76	1.00	100.00	AREA OF LOT 76
77	1.00	100.00	AREA OF LOT 77
78	1.00	100.00	AREA OF LOT 78
79	1.00	100.00	AREA OF LOT 79
80	1.00	100.00	AREA OF LOT 80
81	1.00	100.00	AREA OF LOT 81
82	1.00	100.00	AREA OF LOT 82
83	1.00	100.00	AREA OF LOT 83
84	1.00	100.00	AREA OF LOT 84
85	1.00	100.00	AREA OF LOT 85
86	1.00	100.00	AREA OF LOT 86
87	1.00	100.00	AREA OF LOT 87
88	1.00	100.00	AREA OF LOT 88
89	1.00	100.00	AREA OF LOT 89
90	1.00	100.00	AREA OF LOT 90
91	1.00	100.00	AREA OF LOT 91
92	1.00	100.00	AREA OF LOT 92
93	1.00	100.00	AREA OF LOT 93
94	1.00	100.00	AREA OF LOT 94
95	1.00	100.00	AREA OF LOT 95
96	1.00	100.00	AREA OF LOT 96
97	1.00	100.00	AREA OF LOT 97
98	1.00	100.00	AREA OF LOT 98
99	1.00	100.00	AREA OF LOT 99
100	1.00	100.00	AREA OF LOT 100



- EGRESS ELEVATION OF THE ARTS LEVEL
- INDICATES 1.50' MIN PLUMBLINE EGRESS LEVEL
- INDICATES LAGUNA PLUMBLINE FINISH LOT ELEV

SCALE 1"=40'
SHEET 1 OF 1

EXHIBIT "B"
DEPICTION OF LEASE AREA
CITY OF LAGUNA BEACH, CALIFORNIA

LAND STRATEGIES, LLC
EXHIBIT "B" - 1 of 1
Depiction of Exhibit "A"

1:\2008\05-111 Laguna Properties\City\14004 Agreement.dwg 1/25/2010 10:25:58 AM HP

LEGAL DESCRIPTION OF TENNIS COURT PROPERTY

Beginning at the intersection of the northeasterly line of Irvine Bowl Park, as described in a deed from the Irvine Company to the City of Laguna Beach, recorded January 14, 1948, in Book 1600, page 529, Official Records of Orange County, California and amended by mutual agreement recorded September 16, 1949 in Book 1902, page 392 of said Official Records with the westerly line of Laguna Canyon Road as conveyed to the State of California and shown on a Right of Way Map of State Route 185, dated February, 1951, and filed in the County Surveyors office of said Orange County, File No. 204-8803, and running thence southerly along said westerly line along a curve with a radius of 3000.00 feet through a central angle of $2^{\circ} 42' 01''$ an arc distance of 141.39 feet; thence departing from said westerly line North $63^{\circ} 30' 00''$ West 28.64 feet; thence North $60^{\circ} 47' 55''$ West 103.12 feet; thence North $26^{\circ} 32' 20''$ East 140.40 feet to a point on the previously mentioned northeasterly line, said point being on a curve concave southerly and having a radius of 120 feet and the radius point bears South $13^{\circ} 03' 13''$ West; thence easterly along said curve through a central angle of $17^{\circ} 11' 07''$ an arc distance of 37.32 feet; thence tangent to said curve South $59^{\circ} 45' 40''$ East 101.78 feet to the point of beginning.

EXHIBIT "C"

Exhibit "C" - 1 of 1
Legal Description of Tennis Court Property

EXHIBIT D, Pg. 1
LEGAL DESCRIPTION

IN THE CITY OF LAGUNA BEACH, COUNTY OF ORANGE, STATE OF CALIFORNIA, BEING THAT PORTION OF BLOCKS 12 AND 16 AND HILL STREET, VACATED BY THE ORANGE COUNTY BOARD OF SUPERVISORS, MARCH 1924, IN LAGUNA CLIFFS, AS SHOWN ON A MAP THEREOF RECORDED IN BOOK 4, PAGE 58 AND 59, MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA, MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF THE LAND CONVEYED TO THE CITY OF LAGUNA BEACH BY DEED RECORDED APRIL 27, 1961, IN BOOK 5704, PAGE 381 OF OFFICIAL RECORDS OF SAID COUNTY; THENCE NORTH 66°06'54" WEST, 195.00 FEET; THENCE NORTH 23°53'06" EAST, 26.64 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID LINE, NORTH 23°53'06" EAST, 21.36 FEET; THENCE SOUTH 66°06'54" EAST, 19.00 FEET; THENCE NORTH 23°53'06" EAST, 81.00 FEET; THENCE SOUTH 49°29'54" EAST, 34.20 FEET; THENCE SOUTH 66°06'56" EAST, 84.00 FEET; THENCE NORTH 23°53'06" EAST, 18.83 FEET; THENCE NORTH 69°19'27" WEST, 24.16 FEET; THENCE NORTH 08°31'49" WEST, 21.13 FEET; THENCE NORTH 68°14'03" WEST, 41.94 FEET; THENCE NORTH 48°18'35" WEST, 19.33 FEET; THENCE NORTH 06°22'42" WEST, 36.96 FEET; THENCE NORTH 31°52'13" WEST, 25.11 FEET; THENCE NORTH 50°52'44" WEST, 43.12 FEET; THENCE SOUTH 63°31'24" WEST, 30.96 FEET; THENCE NORTH 47°40'49" WEST, 16.59 FEET; THENCE SOUTH 42°34'40" WEST, 45.95 FEET; THENCE SOUTH 23°46'44" WEST, 28.74 FEET; THENCE SOUTH 22°42'34" WEST, 40.98 FEET; THENCE SOUTH 02°47'52" EAST, 43.62 FEET; THENCE SOUTH 36°49'53" EAST, 34.61 FEET; THENCE SOUTH 63°25'59" EAST, 40.57 FEET TO THE TRUE POINT OF BEGINNING;

THE ABOVE DESCRIBED PARCEL CONTAINS 21,504 SQUARE FEET, MORE OR LESS.

ALL AS MORE PARTICULARLY SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

D P2 Ken [Signature]

THIS DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYOR'S ACT.

[Signature]
PASCAL R. APOTHELOZ, PLS 7734 DATE: 02-03-10



L:\2 6-111 Laguna Cityhouse\Exhibit\Laguna Playhouse Parking Lease\Laguna Playhouse Parking Lease.dwg 2/3/2010 9:00:23 AM 1257

SHEET 1 OF 2

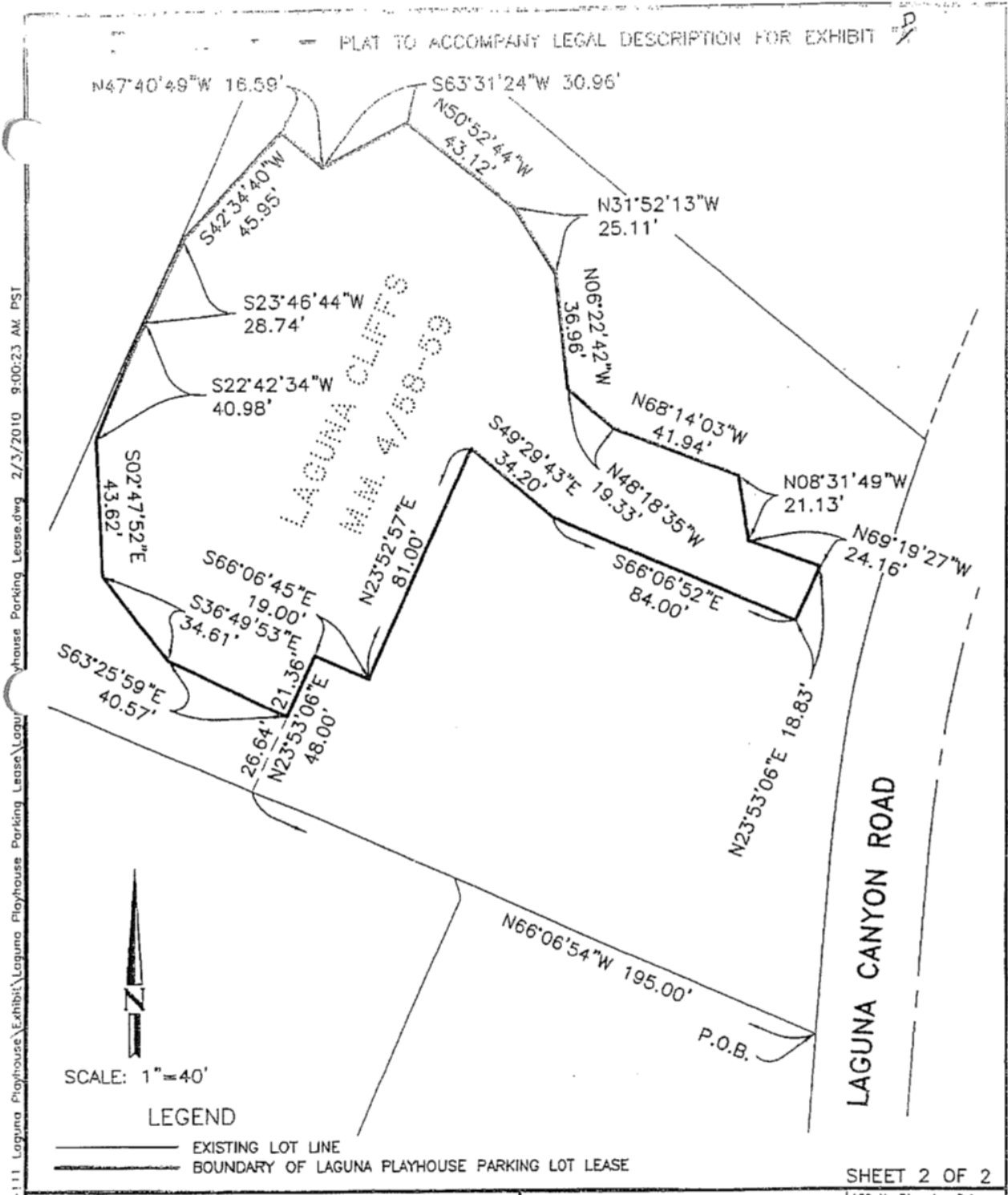
LAGUNA BEACH PLAYHOUSE PARKING LOT LEASE
CITY OF LAGUNA BEACH, CALIFORNIA

ORC Engineering, Inc.
Civil Engineering/Land Surveying/Land Planning

160 N. Riverview Drive,
Suite. 100
Anaheim, CA 92808
(714) 685-6860

Exhibit "D" - 1 of 1
Legal Description of Playhouse

PLAT TO ACCOMPANY LEGAL DESCRIPTION FOR EXHIBIT



I:\A\106-111 Laguna Playhouse\Exhibit\Laguna Playhouse Parking Lease\Laguna Playhouse Parking Lease.dwg 2/3/2010 9:00:23 AM PST

LAGUNA BEACH PLAYHOUSE PARKING LOT LEASE
CITY OF LAGUNA BEACH, CALIFORNIA

ORC Engineering, Inc.
Civil Engineering/Land Surveying/Land Planning

160 N. Riverview Drive,
Suite. 100
Anaheim, CA 92808
(714) 685-6860

Exhibit "E" - 1 of 1
Depiction of Exhibit "D"

EXHIBIT "A"

PARCEL A (LEASE AREA)

LOTS 31, 39, 40, THAT PORTION OF LOT 32 AND THAT PORTION OF LINDEN STREET, 40.00 FEET WIDE, OF TRACT NO. 759, IN THE CITY OF LAGUNA BEACH, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP FILED IN BOOK 22, PAGES 31 THROUGH 32, OF MISCELLANEOUS MAPS, TOGETHER WITH THAT PORTION OF BLOCK 16, AS SHOWN ON THE MAP OF LAGUNA CLIFFS FILED IN BOOK 4, PAGES 58 AND 59, OF MISCELLANEOUS MAPS, BOTH IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST EASTERLY CORNER OF LOT 50 OF SAID TRACT NO. 759; THENCE SOUTHWESTERLY ALONG THE SOUTHEASTERLY LINE OF SAID LOT 50 SOUTH $63^{\circ}27'25''$ WEST, 115.87 FEET TO THE MOST SOUTHERLY CORNER OF SAID LOT 50, SAID CORNER BEING ON THE GENERALLY EASTERLY RIGHT-OF-WAY LINE OF POPLAR STREET, 48.00 FEET WIDE, AS SHOWN ON SAID TRACT NO. 759, SAID CORNER ALSO BEING ON A NON-TANGENT CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 178.50 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH $86^{\circ}46'47''$ EAST; THENCE LEAVING SAID SOUTHEASTERLY LINE OF LOT 50 AND SOUTHERLY ALONG SAID GENERALLY EASTERLY RIGHT-OF-WAY LINE AND ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $20^{\circ}12'32''$ AN ARC LENGTH OF 62.96 FEET TO A LINE THAT IS PARALLEL WITH AND 12.00 FEET NORTHEASTERLY, MEASURED AT RIGHT ANGLES, OF THE SOUTHWESTERLY LINE OF SAID LOT 32; THENCE LEAVING SAID GENERALLY EASTERLY RIGHT-OF-WAY LINE AND SOUTHEASTERLY ALONG SAID PARALLEL LINE SOUTH $65^{\circ}31'20''$ EAST, 123.22 FEET TO THE GENERALLY NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID LINDEN STREET, SAID POINT BEING ON A NON-TANGENT CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 154.01 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH $70^{\circ}10'10''$ EAST; THENCE LEAVING SAID PARALLEL LINE AND SOUTHEASTERLY ALONG A LINE THAT IS RADIAL TO SAID GENERALLY NORTHWESTERLY RIGHT-OF-WAY LINE SOUTH $70^{\circ}10'10''$ EAST, 12.00 FEET TO A NON-TANGENT CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 166.01 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH $70^{\circ}10'10''$ EAST, SAID CURVE BEING CONCENTRIC WITH AND 12.00 FEET SOUTHEASTERLY, MEASURED AT RIGHT ANGLES, OF SAID GENERALLY NORTHWESTERLY RIGHT-OF-WAY LINE; THENCE LEAVING SAID RADIAL LINE AND SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $04^{\circ}28'10''$ AN ARC LENGTH OF 12.95 FEET TO A LINE THAT IS PARALLEL WITH AND 12.00 FEET SOUTHEASTERLY, MEASURED AT RIGHT ANGLES, OF SAID GENERALLY NORTHWESTERLY RIGHT-OF-WAY LINE; THENCE LEAVING SAID CURVE AND SOUTHWESTERLY ALONG SAID PARALLEL LINE SOUTH $24^{\circ}18'00''$ WEST, 50.00 FEET TO A LINE THAT IS PERPENDICULAR TO SAID GENERALLY NORTHWESTERLY RIGHT-OF-WAY LINE AND PASSES THROUGH THE MOST WESTERLY CORNER OF SAID LOT 40; THENCE LEAVING SAID PARALLEL LINE AND SOUTHEASTERLY ALONG SAID PERPENDICULAR LINE SOUTH $65^{\circ}42'00''$ EAST, 28.00 FEET TO SAID MOST WESTERLY CORNER OF LOT 40; THENCE LEAVING SAID PERPENDICULAR LINE AND SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF SAID LOT 40 SOUTH $65^{\circ}42'00''$ EAST, 120.00 FEET TO THE MOST SOUTHERLY CORNER OF SAID LOT 40; THENCE LEAVING SAID SOUTHWESTERLY LINE OF LOT 40 AND NORTHEASTERLY ALONG THE SOUTHEASTERLY LINE OF SAID LOT 40 NORTH $24^{\circ}18'00''$ EAST, 25.29 FEET TO THE NORTHEASTERLY LINE OF SAID TRACT NO. 759; THENCE LEAVING SAID SOUTHEASTERLY LINE OF LOT 40 AND NORTHWESTERLY ALONG SAID NORTHEASTERLY LINE OF TRACT NO. 759 NORTH $26^{\circ}32'35''$ WEST, 162.79 FEET TO THE GENERALLY WESTERLY LINE OF THE LEASE AREA AS DESCRIBED IN THE DOCUMENT TITLED "LEGAL DESCRIPTION OF LEASED PREMISES, FESTIVAL OF ARTS

Exhibit "F" - 1 of 2
Legal Description of New Property Added


LEASE AS AMENDED 2/22/10"; THENCE LEAVING SAID NORTHEASTERLY LINE OF TRACT NO. 759 AND NORTHERLY ALONG SAID GENERALLY WESTERLY LINE THE FOLLOWING FIVE (5) COURSES:

NORTH 00°15'04" EAST, 3.96 FEET;
NORTH 02°26'12" WEST, 27.08 FEET;
NORTH 07°07'37" WEST, 25.23 FEET;
NORTH 81°54'46" EAST, 8.14 FEET;
NORTH 04°12'16" WEST, 60.11 FEET TO AN ANGLE POINT IN SAID GENERALLY WESTERLY LINE; THENCE LEAVING SAID GENERALLY WESTERLY LINE NORTH 88°18'48" WEST, 58.79 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 32,628 SQUARE FEET OR 0.749 ACRES, MORE OR LESS.

ALL AS MORE PARTICULARLY SHOWN ON EXHIBIT "B", ATTACHED HERETO AND MADE A PART HEREOF.

THIS DOCUMENT HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYOR'S ACT.



DEAN J. BOULDIN, P.L.S. 7842
REGISTRATION EXPIRES 12/31/10

DATE 11/04/10

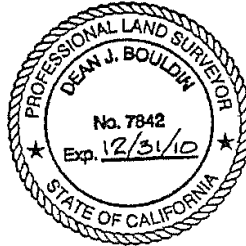
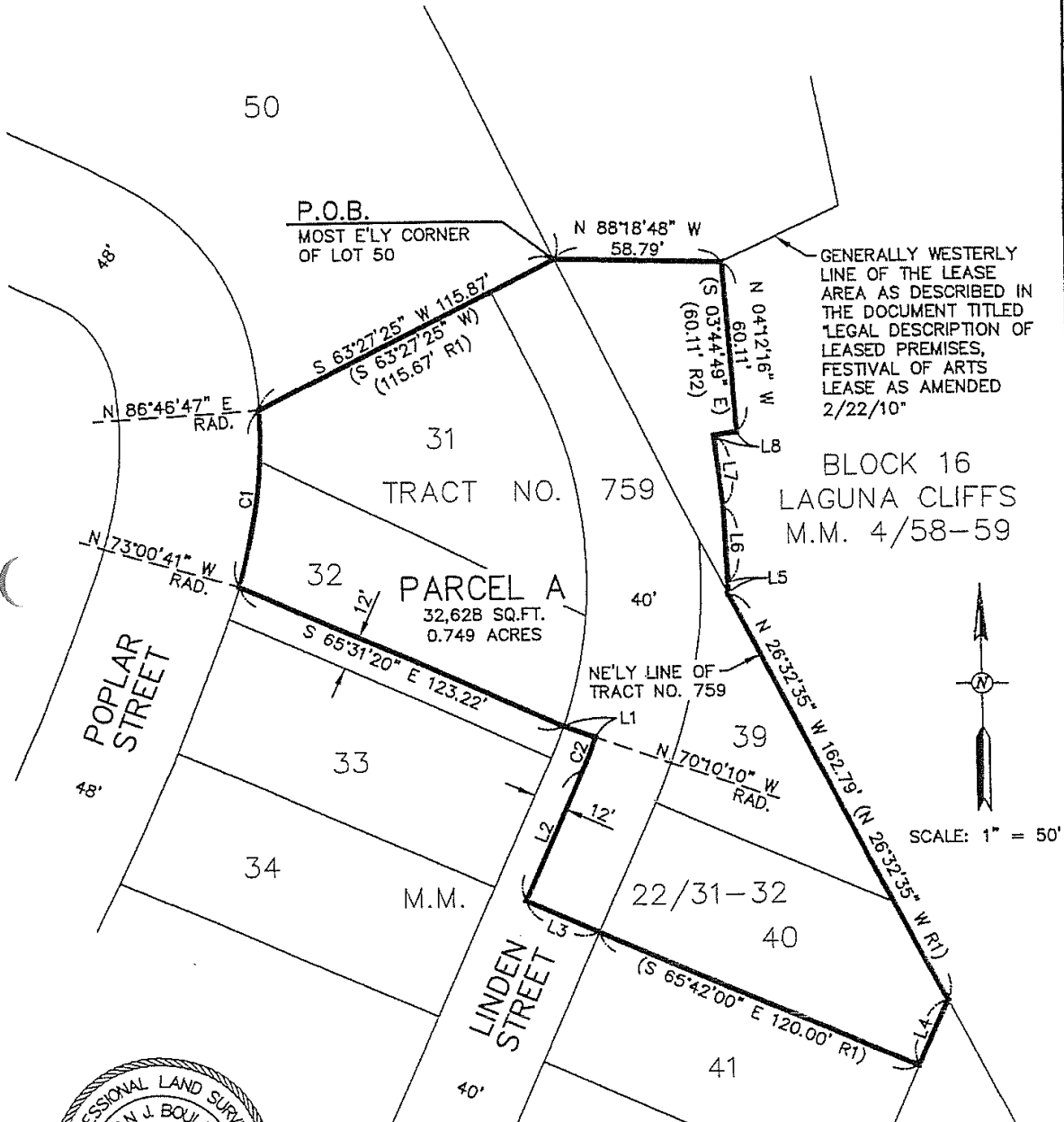


Exhibit "F" - 2 of 2
Legal Description of New Property Added
Residence (Donor/Finder Parcel)

PLAT TO ACCOMPANY
LEGAL DESCRIPTION

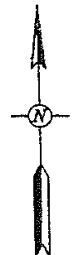
SHEET 1 OF 2 SHEETS

EXHIBIT "B"
LEASE AREA
IN THE CITY OF LAGUNA BEACH
COUNTY OF ORANGE, STATE OF CALIFORNIA

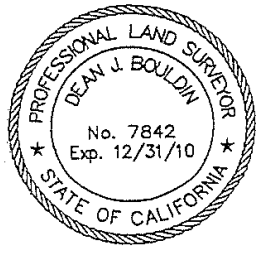


GENERALLY WESTERLY
LINE OF THE LEASE
AREA AS DESCRIBED IN
THE DOCUMENT TITLED
"LEGAL DESCRIPTION OF
LEASED PREMISES,
FESTIVAL OF ARTS
LEASE AS AMENDED
2/22/10"

BLOCK 16
LAGUNA CLIFFS
M.M. 4/58-59



SCALE: 1" = 50'



PREPARED BY ME OR UNDER MY DIRECTION:

[Signature] 11/6/10
DEAN J. BOULDIN, P.L.S. 7842 DATE
EXP. 12-31-10

NOTE:
SEE SHEET 2 FOR LEGEND,
LINE, AND CURVE TABLES

Exhibit "G" - 1 of 2
Depiction of Exhibit "F"

EXHIBIT "B"
LEASE AREA

IN THE CITY OF LAGUNA BEACH
COUNTY OF ORANGE, STATE OF CALIFORNIA

LEGEND

- (R1) INDICATES RECORD DATA PER
TRACT NO. 759 M.M. 22/31-32
- (R2) INDICATES RECORD DATA PER DOCUMENT
TITLED "LEGAL DESCRIPTION OF LEASED
PREMISES, FESTIVAL OF ARTS LEASE AS
AMENDED 2/22/10"

LINE TABLE			
LINE	BEARING	LENGTH	
L1	S 70°10'10" E	12.00'	RAD.
L2	S 24°18'00" W	50.00'	
L3	S 65°42'00" E	28.00'	
L4	(N 24°18'00" E)	(25.29')	R1
L5	N 00°15'04" E	3.96'	
	(S 00°42'31" W)	(3.96')	R2
L6	N 02°26'12" W	27.08'	
	(S 01°58'45" E)	(27.08')	R2
L7	N 07°07'37" W	25.23'	
	(S 06°40'10" E)	(25.23')	R2
LB	N 81°54'46" E	8.14'	
	(S 82°22'13" W)	(8.14')	R2

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	20°12'32"	(178.50'R1)	62.96'
C2	04°28'10"	166.01'	12.95'

Exhibit "G" - 2 of 2
Depiction of Exhibit "F"

Agenda Item 3 B

Request approval of the Irvine Bowl “Policy regarding use of the Bowl,” (Item Request: Festival of Arts.)

Festival’s Request

2. Policy Regarding Use of the Bowl

The Irvine Bowl Policy Committee is tasked under the Lease with prescribing policies governing the use and subleasing of the Premises.

Due to increased demand for use of the Irvine Bowl and increased pressure on the Festival of Arts to provide services, the Irvine Bowl Policy Committee must implement additional, clearly defined protocol specific to its use.

The Festival has prepared an updated “Policy Regarding Use of the Bowl” (Attachment 1) to clarify procedures, eligibility requirements, and operational standards for use of the Irvine Bowl. The proposed policy is intended to provide clear guidance to applicants while ensuring consistency with the Lease. The Festival of Arts of Laguna Beach does not have the financial or staffing resources to support large scale Irvine Bowl events outside of the summer season.

The Festival recommends approval of the Irvine Bowl “Policy Regarding Use of the Bowl.”

City Staff’s Request:

City recommends that the “Availability” section of the proposed “Policy Regarding Use of the Bowl” be amended to read as follows:

Availability

1. Availability for Events:

- a. Dates for Events: September 1 – April 30¹
- b. Weekend Events
 - i. For 2026, 2027, and 2028, below are the available dates for events:

¹ This is subject to modification by prior, written approval of the Irvine Bowl Policy Committee (“Committee”).

2026	2027	2028
<i>October 23-25</i>	<i>September 17-19</i>	<i>September 15-17</i>
<i>November 6-8</i>	<i>October 22-24</i>	<i>October 20-22</i>
<i>November 13-15</i>	<i>October 29-31</i>	<i>November 3-5</i>
<i>November 20-22</i>	<i>November 5-7</i>	<i>November 10-12</i>
Other Approved Events during offseason	<i>November 13-14</i>	

- ii. For 2027, 2028, and 2029, the Committee must consider a calendar of events at its meeting in May 2026 and reserve at least six (6) Weekend Events² for 2027, at least eight (8) Weekend Events for 2028, and at least ten (10) Weekend Events for 2029.
 - iii. Beginning in calendar year 2028, at the first meeting of the Committee in the calendar year, the Committee must consider a calendar of events and reserve at least ten (10) Weekend Events in 2030. The Committee shall repeat this process each year at its first meeting of the Committee in the calendar year to schedule events at least two years in advance.
 - iv. The Committee, in its discretion, may schedule Weekend Events, in addition to the minimum number of required Weekend Events per year, as the schedule allows.
- c. Non-Weekend Events:
- i. For 2026, there are presently no available dates for Non-Weekend Events.
 - ii. For 2027, 2028, and 2029, the Committee must consider a calendar of events at its meeting in May 2026 and reserve at least two (2) Week Events³ for 2027, at least three (3) Week Events for 2028, and at least four (4) Week Events for 2029.
 - iii. Beginning in calendar year 2028, at the first meeting of the Committee in the calendar year, the Committee must consider a calendar of events and reserve at least four (4) Week Events for 2030. The Committee shall repeat this process each year at its first meeting of the Committee in the calendar year to schedule events at least two years in advance.
 - iv. The Committee, in its discretion, may schedule Week Events, in addition to the minimum number of required Week Events per year, as the schedule allows.

City recommends that the following section be added to the end of the Guidelines for Use

² Weekend Event means an event that occurs on Friday, Saturday, and Sunday.

³ Week Event means an event that occurs on Monday through Thursday.

2. Special Rules for Portions of Premises

a. Irvine Bowl

- i. There are 2,629 seats in the Irvine Bowl (832 loge, 1,080 main tier, 573 director's tier, 136 upper tier, and 8 wheelchair section). Applicant must not sell more than 2,589 tickets to the event.
- ii. Applicant shall not install seating in addition to the permanent seating available in the Irvine Bowl.
- iii. No patron will be allowed to stand in the aisles to view the performance.
- iv. Festival will regulate all stage passes for performances at the Irvine Bowl. For safety reasons, Festival's Technical Director will have final authority regarding the number of Applicant's performers and guests allowed on the Irvine Bowl stage.
- v. Applicant shall deliver to Administrator 20 tickets in center of second row and 20 tickets in center of third row of main tier at no cost to the Festival (Rows B and C, seats 19, 17, 5, 13, 11, 9, 5, 3, 1, 2, 4, 6, 8, 10, 12, 14, 16, 18, 20.)
- vi. Applicant will be required to hire a professional security firm supplying a minimum of 15 guards. Guards will be positioned as follows: 6 in Irvine Bowl, 2 at the front gate, 2 backstage, 1 at the tennis court gate, 1 at the Laguna Playhouse gate, 1 at the Olive Street path, and 2 roaming.
- vii. Applicant will be required to pay for 1 Festival Security Supervisor and 4 Festival Guards.
- viii. Applicant will be required to hire a minimum of 12 ushers. One usher will be stationed for each section of the Irvine Bowl and 3 will be stationed at the entrance to the Irvine Bowl.
- ix. No food or drink is allowed in the Irvine Bowl.
- x. The cover of the orchestra pit must remain in place during Irvine Bowl events. The event organizer is responsible for the cost of building a stage over the orchestra pit, if required for the event. Stages must be built over the orchestra pit, taking care not to damage the cover. Any damage will be covered by the event organizer's security deposit or insurance.
- xi. Applicant is authorized to use the following Festival facilities at and around the Irvine Bowl:
 1. Stage
 2. Backstage (excluding the first floor of the Stage house)
 3. Orchestra pit
 4. Stage-level dressing rooms⁴
 5. Restrooms
 6. Courtyard in front of workshops⁵

⁴ Use of this area may require Festival to reconfigure space at an additional fee.

⁵ Use of this area may require Festival to reconfigure space at an additional fee.

xii. Applicant is prohibited from using the following Festival facilities at and around the Irvine Bowl:

1. Ticket Office
2. Festival lighting and sound equipment
3. Pageant control booth at back of Irvine Bowl;
4. Restaurant facilities (unless rented separately)
5. Festival boardroom
6. Festival tables, chairs, stanchions, hoses, and extension cords.

b. Forum Theatre

- i. There are 236 seats in the Forum Theatre. Applicant must not sell more than 236 tickets to each performance.
- ii. No patrons will be allowed to stand in the aisle to view the performance.
- iii. There is NO ADA access.
- iv. No food or drink is allowed in the Forum Theatre

c. Stage & Green

- i. Stage & Green can hold approximately 400 people (table seating) and 750 (theatre-style)
- ii. Festival may request Fire Marshall approval of ground set up.
- iii. A minimum of 2 Festival Security Guards are required.
- iv. Hired security and janitorial staff may be required.

d. Exhibit Pavilions

- i. Festival may request Fire Marshall approval of ground set up.
- ii. A minimum of 2 Festival Security Guards are required.
- iii. Hired security and janitorial staff may be required.

IRVINE BOWL POLICY COMMITTEE
Policy regarding use of the Irvine Bowl for third-party events

Approved by the Festival of Arts Board of Directors 3/12/26

Availability

Each year the Irvine Bowl Policy Committee (the “Committee”) shall designate available weekends between mid-September and December 1 exclusively for third-party concerts and other events in the Irvine Bowl (the “Bowl Weekends”). The Bowl Weekends shall be designated by the Committee two years in advance in their first meeting of each calendar year. By way of example, in their first meeting of the year 2030, the Committee shall identify the Bowl Weekends for the year 2032. The Bowl Weekends for 2026-2028 are as follows:

2026: September 19-20; October 24-25; October 31-November 1; November 14-15

2027: September 18-19; October 23-24; October 30-31; November 6-7; November 13-14

2028: September 16-17; October 21-22; November 4-5; November 11-12

With the exception of graduation ceremonies for Laguna Beach High School and the Laguna College of Art + Design, and other events at the committee’s discretion, third-party events utilizing the Irvine Bowl shall be limited to the Bowl Weekends. During any Bowl Weekend, no other events shall be permitted on the grounds of the Festival of Arts without the express approval of the event organizer for that weekend’s event in the Irvine Bowl. If these dates are not booked for Bowl events, the dates will be released for other events 12 months prior to these dates.

Application

Each application for an event in the Irvine Bowl shall be submitted by the applicant to the Committee in the form attached as Exhibit A (the “Application”). Applications must be accompanied by a refundable security deposit payable to the Festival of Arts (“FOA”) in the amount set forth in the Application. The Committee will evaluate Applications in the order in which they are received. The Committee will notify the applicant via email of its decision. If the Committee disapproves an Application, it will notify the applicant via email and return the applicant’s security deposit.

ABC License

The event organizer must secure an ABC License if they are selling alcohol on the FOA grounds.

Event Staff

Event organizers must provide the following categories of service for events in the Irvine Bowl:

1. Security
2. Parking
3. Ushers
4. Catering and food-service vendors
5. Cleaning and janitorial
6. Audio and visual
7. Lighting
8. EMT
9. Dumpsters and trashcans
10. Event production companies

The vendors providing these services must be pre-approved by the FOA. A list of the FOA's currently approved vendors is attached as Exhibit B and is subject to change.

Obligation to clean the Irvine Bowl

The Irvine Bowl house seating area will be delivered to the event organizer clean and audience-ready. The event organizer is responsible for removing all trash and thoroughly cleaning and power washing. It must be returned in the same condition it was delivered.

Ancillary Facilities and Equipment

The organizer of an event in the Irvine Bowl shall be entitled to use any of the following FOA facilities and equipment during their event:

1. Stage
2. Backstage (excluding the first floor of the Stagehouse)
3. Orchestra pit
4. Stage-level dressing rooms
5. Restrooms
6. Courtyard in front of workshops

Note: Use of facilities described in 4 and 6 may require the FOA to reconfigure the space, at an additional fee.

The organizer shall NOT be entitled to use any of the following FOA facilities and equipment:

1. Ticket office
2. FOA lighting and sound equipment
3. Pageant control booth at back of Irvine Bowl
4. Restaurant facilities (unless rented separately)
5. FOA boardroom
6. FOA tables, chairs, stanchions, hoses, and extension cords

Stages and Protection of Orchestra Pit

The cover of the orchestra pit must remain in place during Irvine Bowl events. The event organizer is responsible for the cost of building a stage over the orchestra pit, if required for the event. Stages must be built over the orchestra pit, taking care not to damage the cover. Any damage will be covered by the event organizer's security deposit or insurance.

Sound Policy

The organizer of any event in the Irvine Bowl shall comply with the applicable sound policy in effect at the time of the event. Sound will be measured by a FOA NTi NoiseScout monitoring systems located in the Irvine bowl to the right of the Director's Box.

If the organizer violates the sound policy, or if the event produces amplified sound after 10pm (Friday-Sunday) or 9pm (Monday-Thursday), then the Committee shall have the discretion to deny the organizer's future event applications and to liquidate and retain the organizer's security deposit.

Curfew and Clearance

Amplified sound from the event must end by 10pm Friday through Sunday, and 9pm Monday through Thursday. Guests must clear the FOA grounds by 10:30 Friday through Sunday, and 9:30pm Monday through Thursday. The Irvine Bowl Stagehouse must clear by 1am.

Parking

The event organizer shall not be permitted to use the empty lots on Olive Street or the Playhouse lot. The event organizer must coordinate with the City Parking and Transportation Department for parking arrangements during the event.

Police & Fire Protection

The event organizer is responsible for compliance with City's rules for Police and Fire Protection and all other applicable laws and regulations.

City administrative approvals

The event organizer shall secure all permits required for the event, including but not limited to Police and Fire permits.

Protection of FOA and City

The event organizer shall provide the security deposit, insurance, and indemnification required by the application for the protection of the FOA and the City.

Exhibit A – Application for an Event in the Irvine Bowl

Exhibit B – Approved Irvine Bowl Event Vendors
Subject to Change

Event Production Companies (Stage Building, AV, Lighting)

Modern Illuminations Productions

www.miprod.com

Drew Hester – drew@miprod.com

MIMedia Productions

<https://www.mimediaproductions.com/>

All Access (Stage only)

<https://allaccessinc.com/>

Security and Metal Detectors

CSC

<https://csc-usa.com/services>

Orange County Office - Ask for Branch Manager, Tanya

Allied Universal Event Services

714/203-6384 Jared Charity, <https://aus.com/los-angeles-security-services-systems>, 1400 N. Harbor Blvd, Suite #700, Fullerton, CA 92835. referred by Jon Hampe / FOA Safety and Security Manager

Janitorial

OC Janitorial

Diego Flores

714-600-0754

diego@janitorschoiceoc.com

Master Janitorial

Lisa-Office Manager

(714) 628-1351

sales@masterjanitorial.com

CR&R

Exhibit C – Festival of Arts Sound Policy

Exhibit D – Estimated Costs for Use of the Irvine Bowl

Irvine Bowl - Estimated Costs

5 Day Rental; ONE concert in the Irvine Bowl on a weekend night from 5-10pm. If multiple concerts are performed, some costs will increase.

Fee Description	ESTIMATED PRICES	QUANTITY	TOTAL	NOTES
IRVINE BOWL, FORUM, EXHIBITS, STAGE & GREEN	\$25,000.00	1	\$25,000.00	5 DAYS
IRVINE BOWL, FORUM, EXHIBITS, STAGE & GREEN: Add'l Day Rental	\$5,000.00	0	\$0.00	
JANITORIAL TEAM (removing litter, cleaning restrooms and Irvine Bowl)	\$7,500.00	1	\$7,500.00	Vendor hired directly by nonprofit organization.
SECURITY TEAM	\$8,153.00	1	\$8,153.00	Vendor hired directly by nonprofit organization. Quote from CSC with Magnetometer.
USHER TEAM	\$0.00	1	\$0.00	Nonprofits can use volunteers as long as they clear the aisles.
PARKING - CITY OF LAGUNA BEACH	\$0.00	1	\$0.00	(e.g. parking spot rental, trolley service, etc). Nonprofit works with City.
FIRE DEPARTMENT SPECIAL EVENTS PERMIT	\$300.00	1	\$300.00	Nonprofit works directly with City
POLICE DEPARTMENT SERVICES	\$0.00	1	\$0.00	Nonprofit works directly with City
WASTE MANAGEMENT - CR&R (trashcans, dumpsters)	\$0.00	1	\$0.00	Nonprofit works directly with CR&R. Sometimes donated.
Emergency Medical Technician (5 hours)	\$190.00	1	\$190.00	Approx \$38/hour. Nonprofit works directly with vendor.
FOA VENUE TECHNICIAN GROUNDS (hourly)	\$9,000.00	1	\$9,000.00	1-2 required on grounds when nonprofit and public are present; Bowl: 1-2 required during load in/rehearsals & event/load out (minimum - approximate 120 hours x\$75)
STAGE (1 week rental)	\$15,600.00	1	\$15,600.00	Vendor hired directly by nonprofit organization. This quote is from MIP.
LIGHTING (1 week rental)	\$22,222.00	1	\$22,222.00	Vendor hired directly by nonprofit organization. This quote is from MIP.
AUDIO (1 week rental)	\$21,646.00	1	\$21,646.00	Bands often bring their own. If not, vendor is hired directly by nonprofit organizations. This quote is from MIP.
Total Estimated Costs for Bowl Rental			\$109,611.00	

Agenda Item 3 C

Request approval for updated “Application for Use of the Irvine Bowl” and updated pricing. (Item Request: Festival of Arts.)

3. Application for Use of the Irvine Bowl and Updated Pricing

In conjunction with the proposed policy updates, the Festival has prepared a revised “Application for Use of the Irvine Bowl” (Attachment 2). The updated application increases rental contract days (from 3 to 5), and the rental includes all areas of the grounds – Irvine Bowl, Forum Theater, Stage & Green, and Exhibits Pavilions for one set price (\$25,000). Under the current pricing, a 5-day rental is \$25,900. The application changes insurance requirements from \$2M to \$5M. The Festival now requires a security deposit as well as a booking deposit.

The Festival recommends approval of the updated “Application for Use of the Irvine Bowl.”

City Staff suggests the following modifications:

- Remove the Guidelines for Use that are part of the proposed application, as those are proposed to be separately updated. (See Agenda Item No. 3A.) The Guidelines for Use includes the Application as an Exhibit.



APPLICATION FOR USE OF IRVINE BOWL
Laguna Beach 501(c)(3) Organizations & City of Laguna Beach

Applications must be received at least 60 days in advance of event date.

ORGANIZATION NAME _____

Are you a 501(c)(3) nonprofit organization? Yes No
If so, please attach a copy of your IRS determination letter, which includes your tax exemption number.

Phone () _____ Email _____

Address _____

ORGANIZATION CONTACTS

1. Name _____ Phone () _____
 Cell () _____ Fax () _____
 Email _____

2. Name _____ Phone () _____
 Cell () _____ Fax () _____
 Email _____

3. Name _____ Phone () _____
 Cell () _____ Fax () _____
 Email _____

FACILITIES RENTAL *(Please see the Policy for Use of the Irvine Bowl for more information.)*

This application gives access to Forum Theater, Stage and Green, Exhibit Pavilion(s) and the Irvine Bowl.

NAME OF EVENT _____

Event Date(s) _____ Start/Stop times of Event: _____

Will alcohol be served at this event? Yes No If yes: Wine Beer Spirits

Estimated Attendance _____

IMPORTANT: The Festival will consider only fully completed applications accompanied by the required deposit. Event is not approved until written approval has been issued from the Festival of Arts.

INITIAL _____



APPLICATION FOR USE OF IRVINE BOWL
Laguna Beach 501(c)(3) Organizations & City of Laguna Beach

Note: Fees are subject to change and charged at the rates approved at the time of the event.

FACILITIES USE - FEE SCHEDULE	
Laguna Beach Nonprofits and City of Laguna Beach: Up to 5 -Day Rental	
Event Rental	\$25,000
Additional Day	\$ 5,000
<i>Rental Fee includes the following: Pressure Washer, Sound Monitoring system, Wifi</i>	
Deposits	
Booking Deposit (20%)	\$ 5,000
Refundable Security Deposit (10%)	
	\$ 2,500
<i>Deposit to hold the date is applicable to final bill and due at the time of application. Security deposit will be due when the estimated bill is sent to Applicant. Security Deposit is refundable after any damage or cleaning charges.</i>	
HOURLY FEES (per person)	
Venue Technician	\$75/hour
DESCRIPTION	
Provides technical & facility information	
<i>All personnel, 4 hour minimum.</i>	

APPLICATION & DEPOSIT

- 1.) A booking deposit and a security deposit is required with the submission of the application. Listing of your tentatively scheduled event on Festival of Arts calendars does not secure your use of the facilities. If the Irvine Bowl Policy Committee approves the application, the booking deposit will be applied to expenses. If approved and the applicant cancels within 6 months of the event, the booking deposit is forfeited. If for any reason the application is not approved, both deposits will be refunded in full.
- 2.) An estimated bill will be sent to applicant. This will include all estimated fees associated with the event, including any applicable refundable deposits. The amount is payable to the Festival of Arts upon receipt or 14 days before event date, whichever is sooner.
- 3.) If deemed necessary by the Administrator, additional security deposit in an amount to be determined, for the protection of the Festival of Arts' property, may also be required.
- 4.) If estimated costs are not paid in full within 10 days before event, payment is due by cashier's check.
- 5.) Any unused balance of the deposits will be refunded within 30 days following the event. Festival of Arts' costs in excess of the deposits will be billed to applicant.
- 6.) Applications must be received at least 60 days in advance of event date.

INITIAL _____

GUIDELINES FOR USE

GUIDELINES PERTAIN TO ALL VENUES IN IRVINE BOWL PARK

1. The Applicant shall not furnish or serve food or beverages to anyone on Festival of Arts property without express written permission from the Festival of Arts. If the Applicant wishes to have food or beverage service for the event, Applicant may use a Festival approved catering service with the use of a Festival approved janitorial service. In no circumstances shall alcoholic beverages be furnished or served for the event without express written permission of the Festival of Arts. No other third-party food service or caterer may be used for the event without the authorization of the Festival of Arts.
2. Fryers are prohibited from being used on the FOA grounds.
3. The organizer of any event in the Irvine Bowl shall comply with the applicable sound policy in effect at the time of the event.
4. Applicant will ensure removal of all outside material and equipment that is not the property of FOA immediately after the event is concluded.
5. Applicant will exercise due diligence and care in the use of all Festival of Arts/City of Laguna Beach property. Applicant is 100% responsible for any costs of damages even if the cost exceeds the amount of the security deposit.
6. Facility **MUST** be returned in the same clean condition as received. Failure to clean up after an event will result in added janitorial fees. Applicant shall be responsible for all clean-up of the Facility, including adjacent grounds, at the end of the rental. Applicant shall pick up, bag, and remove all trash generated by all activity in any way connected with its use of the Facility, leaving the Facility clean and free of all trash and litter. Trash/Recycle must be separated appropriately and boxes must be broken down. Applicant shall also leave all fixtures, if any, in good working condition. The Festival of Arts at its sole discretion, may require a professional janitorial company hired by the Applicant and approved by the Festival.
7. Applicant must provide a Certificate of Insurance with requirements listed on page 6.
8. Applicant will obtain all required licenses and permits and file all sales and other tax returns required by law. Applicant accepts complete responsibility for any applicable A.S.C.A.P. or B.M.I. fees. **INITIAL _____**
9. All cooking areas and prep areas must be carpeted with minimum of 10' x 10' carpet.
10. Applicant may be required to provide personnel for security and crowd control at Applicant's expense. The Festival of Arts Safety & Security Manager will determine all security requirements. The Festival of Arts at its sole discretion, may require the hiring of a Festival-approved professional security firm by the Applicant. Applicant shall be responsible for payment to third parties as well as reimbursement to the Festival for all cost incurred in connection with required security services. Event security must be easily identifiable.
11. Applicant shall not drive motorized vehicles on the Festival of Arts grounds, exhibit space, stage, common areas or entertainment green area without express written permission by the Festival of Arts. Permitted vehicles must be removed from the grounds as soon as unloading or loading is completed. No vehicles shall be parked on the grounds. The Safety & Security Manager will schedule any needed security guards at Applicant's expense to maintain access any time during event or when there are event patrons present.
12. All displays must be on freestanding tables, platforms or racks. No attachments may be made to buildings, fences, or poles without the specific permission of the Festival of Arts. Applicant shall not drive or permit to be driven nails, hooks, tacks, screws, poles, stakes or other forms of fasteners into any part of the Facility and shall not make or allow to be made any alterations of any kind therein. Materials may not be affixed to any painted surfaces.
13. Applicant's permission to use the facilities may not be assigned or sublet.
14. All advertising material (banners, posters, brochures, etc.) intended for use in the Festival of Arts facilities or for promotional purposes must bear the name of the organization sponsoring the event and must have the prior approval of the Festival of Arts' Administrator. Use of the Festival of Arts name is not allowed without written permission. Check with the Events Director to confirm available banner dates. Dates are not guaranteed.
15. No political statements may be made nor materials distributed while using the facilities.
16. The Festival of Arts Venue Technician is required to be present whenever facilities are in use, including rehearsals, setup, strike, and clean up. The presence of technicians, in addition to the Festival's Venue Technician may also be necessary. The number of technicians is to be determined by the Festival of Arts. The Festival of Arts must receive from Applicant rehearsal and performance schedules in writing along with any special technical requests for approval.

GUIDELINES FOR USE

17. Applicant is responsible for clean-up of all trash both during and after event. Applicant must provide additional trash cans and dumpsters. Applicant is required to monitor restroom facilities and is required to restock, remove garbage, and clean the restroom facilities throughout the event.
18. Deposits and fees paid to the Festival of Arts will not be refunded due to weather conditions.
19. Applicant, caterers, bands, transportation of rental equipment, and related individuals and activities will not be permitted access to the Facility prior to or after the event time period. Applicant shall be responsible for arranging access during the time requested for entry and exit of the Facility.
20. Applicant shall not prepare or decorate the Facility prior to the dates on the application, unless the Applicant provides rental fees and deposits for the time of preparation and/or decoration.
21. Applicant shall not store any equipment or materials at the Facility or adjoining property without the prior written approval of the Festival of Arts.
22. Depending on the event, the Festival of Arts may, at its sole discretion, require the Applicant to provide certain equipment, supplies, or services. These requirements will be listed in an addendum attached to this agreement.
23. Smoking is not permitted at the Facility nor in the City of Laguna Beach.
24. No animals are permitted at the Facility, with the exception of service animals.
25. **No parking is available at the Festival of Arts.** Parking in the Laguna Playhouse parking lot is strictly prohibited. Parking is available in public City lots across the street as well as the metered street parking along Laguna Canyon Road.
26. Depending on the size of your event, extra security may be required to monitor vendor/guest parking. Vendors, staff, volunteers, and guests must park in legal spots only.
27. **EVENT HOURS:** Events on Monday-Thursday must conclude by 9:30pm. Event guests must vacate the grounds by 10pm. Events on Friday-Sunday must conclude by 10:30pm. Event guests must vacate the grounds by 11pm.
28. **INDEMNIFICATION:** Applicant agrees to indemnify and hold Festival and the City of Laguna Beach harmless from any threatened or actual liability or loss (including professional fees and costs) arising from Applicant's or any of its guest's failure to comply with the foregoing guidelines.

THE GUIDELINES BELOW PERTAIN TO TO SPECIFIC VENUES

(Please see the Policy for Use of the Irvine Bowl for more information.)

IRVINE BOWL

1. Applicant may not install seating in addition to the permanent seating available in the Irvine Bowl. **NO PATRONS WILL BE ALLOWED TO STAND IN THE AISLES TO VIEW THE PERFORMANCE.** There are 2,629 seats in Irvine Bowl (832 loge, 1,080 main tier, 573 director's tier, 136 upper tier, and 8 wheelchair section). Applicant must not sell more than 2,589 tickets to the event.
2. The Festival will regulate all stage passes for performances held in the Irvine Bowl. For safety reasons, Festival Technical Director will have final authority regarding the number of applicant's performers and guests allowed on Irvine Bowl stage.
3. Applicant will be required to hire a professional security firm supplying a minimum of 15 guards. Guards will be positioned as follows: 6 in the Irvine Bowl, 2 at the front gate, 2 backstage, 1 at the tennis court gate, 1 at the Laguna Playhouse gate, 1 at the Olive Street path, and 2 roaming.
4. Applicant will be required to hire a minimum of 12 Ushers. One usher will be stationed for each section of the Irvine Bowl and 3 will be stationed at the entrance to the Irvine Bowl.
5. No glass containers are allowed in the Irvine Bowl.

FORUM THEATER

There are 236 seats in the Forum Theater. No patrons will be allowed to stand in the aisles to view the performance. Applicant must not sell more than 236 tickets to each performance. There is NO ADA access. No food or drink is allowed in the Forum Theater.

STAGE & GREEN

Fire Marshall must approve grounds set up. Hired security and janitorial staff will be required. Stage and Green can hold approximately 350 people (table seating) and 500 (theater-style).

EXHIBIT PAVILLION(S)

Fire Marshall must approve grounds set up. Hired security and janitorial staff will be required.

INITIAL _____

INSURANCE

General Liability

Applicant will obtain a general liability insurance policy with a limit of \$5,000,000 per occurrence with a general aggregate of \$5,000,000 and the insurance is primary and non-contributing with any other valid insurance coverage, and applicant will deliver to Festival of Arts at least 30 days prior to the event a non-cancelable certificate or a copy of such policy as evidence of such insurance. The certificate or policy must name both the Festival of Arts and the City of Laguna Beach as additional insured. The certificate must also state the amount of the deductible. If there is no deductible, this must be stated. A cash bond or deposit in the amount of the deductible may be required to be deposited with the Festival of Arts. A correct certificate or policy must be delivered to the Festival of Arts at least 14 days prior to the event or the rights and privileges granted by the approved application are forfeited. Irvine Bowl Park should be named as the event site. Also, please provide a certificate of insurance showing General Liability coverage for any and all subcontracted workers on the grounds of the Festival of Arts for this event.

Liquor Liability Insurance and Alcohol Beverage Control License

Alcohol may be served and consumed on the Festival of Arts grounds only. **Alcohol is not permitted in the Irvine Bowl or the Forum Theater.** If alcohol will be served on the grounds during event, applicant is required to provide proof of \$2,000,000 Coverage of liquor liability insurance at least 30 days prior to the event. Both the Festival of Arts and City of Laguna Beach must be listed as additional insured. Applicant must also provide photocopy of Alcohol Beverage Control license at least 7 days in advance of the event. Also, please provide a certificate of insurance showing Liquor Liability insurance coverage for any and all subcontracted workers on the grounds of the Festival of Arts for this event.

Workers Compensation

Additionally, applicant will deliver to Festival of Arts at least 30 days prior to the event a certificate of Workers Compensation Insurance which must include Part A – California Statutory requirements and under Part B – Employers liability of \$2,000,000 per accident, \$2,000,000 per disease policy limit and \$2,000,000 per disease - each employee. Certificate must state the policy number, expiration date, and employer covered, and provide a waiver of subrogation in favor of Festival of Arts and City of Laguna Beach. The correct certificate must be delivered to the Festival of Arts at least 14 days prior to the event or the rights and privileges granted by the approved application are forfeited. Also, please provide a certificate of insurance showing workers compensation coverage for any and all subcontracted workers on the grounds of the Festival of Arts for this event.

INITIAL _____

SOUND POLICY

The organizer of any event in the Irvine Bowl shall comply with the applicable sound policy in effect at the time of the event. Sound will be measured by a FOA NTi NoiseScout monitoring systems located in the Irvine bowl to the right of the Director's Box.

If the organizer violates the sound policy, or if the event produces amplified sound after 10pm (Friday-Sunday) or 9pm (Monday-Thursday), then the Committee shall have the discretion to deny the organizer's future event applications and to liquidate and retain the organizer's security deposit.



APPLICATION FOR USE OF IRVINE BOWL
Laguna Beach 501(c)(3) Organizations & City of Laguna Beach

APPLICANT'S AGREEMENT

As an individual and authorized representative of _____,
I agree to and accept all foregoing terms and conditions. Breach of any such terms and conditions shall immediately and automatically render null and void applicant's rights and privileges conferred hereunder.

Organization Representative, authorized to sign contracts

Title

Date Submitted

Phone

FOR FESTIVAL OF ARTS USE ONLY:

Approved by Operations _____ Date ____/____/____
Approved by Production _____ Date ____/____/____
Approved by Irvine Bowl Policy Committee _____ Date ____/____/____
Date approved by Festival of Arts ____/____/____

Agenda Item 3 D

September 19-20, 2026: Requests from Coast Film Fest, LBCAC, and KXFM to hold events in the Irvine Bowl this weekend. Each nonprofit will be prepared to present their proposals. (Item Request: Festival of Arts.)

4. Off-Season Event Requests (September 19–20, 2026)

The Festival has received requests from the following nonprofit organizations to host events at the Irvine Bowl on September 19–20, 2026:

- Coast Film Fest
- Laguna Beach Cultural Arts Center (LBCAC)
- KXFM

Each organization qualifies as a nonprofit entity and proposes to utilize the Irvine Bowl during the off-season period. Consistent with Committee policy, each applicant will present a verbal proposal for consideration. In the past, applicants have been chosen on a first come, first served basis. Coast Film requested September dates in 2023; LBCAC requested a September date in November 2024; KXFM requested a September date in Summer, 2025.

The Festival recommends approving one of the organizations to hold events at the Irvine Bowl on September 19-20, 2026.

PROPOSALS

COAST FILM: Submitted by Ben Warner

Coast Presents: Country Western Nights at the Irvine Bowl is a two-night, thoughtfully curated live music experience produced by the Coast Film Foundation as part of its year-round cultural programming in Laguna Beach.

Scheduled for September 18–19, 2026, the event will feature nationally recognized Country Western artists performing in an intimate, seated amphitheater setting from 7:00 PM to 10:00 PM, with gates opening at 5:00 PM. The evenings are designed as a complete cultural experience, including live music, food and beverage, and select themed vendors, all delivered within a carefully managed, community-oriented environment.

The program intentionally aligns with the character and legacy of the Irvine Bowl—prioritizing high-quality artists, respectful audiences, and strong operational controls, including a strict 10:00 PM curfew and coordinated neighborhood impact planning.

Building on Coast’s successful track record at the Irvine Bowl, including sold-out performances with positive community response, this event is designed to expand access to live music in a way that complements existing programming while contributing to the cultural vitality of Laguna Beach.

LAGUNA BEACH CULTURAL ARTS CENTER: Submitted by Rick Conkey

We are proposing a two-day, large-scale arts experience that culminates each evening with a two-hour live program in the Irvine Bowl, integrating film, live music, and storytelling to celebrate Laguna Beach’s rich artistic and cultural legacy. The program is designed to bring Laguna’s history to life, from its early artist colony roots through its evolution as a vibrant creative community.

In addition to the evening performances, we envision activating the Festival of Arts grounds throughout the day with complementary programming, including exhibits, installations, and smaller performances that further explore and deepen the story of Laguna’s arts history. This daytime component would create a more immersive, festival-like environment leading into the evening experience.

At its core, the event is designed as both an example of activism and a collaborative super fundraiser, bringing together arts, environmental, and community-based organizations. Through a shared participation model, partner organizations would have the opportunity to engage their audiences and benefit directly, creating a unified effort that supports the broader cultural ecosystem while also helping drive strong attendance.

We intend to actively pursue partnerships with organizations such as KXFM and the Coast Film Festival to ensure this is a truly collaborative effort. By aligning our efforts and working together, we can create something far more impactful than any one organization could achieve independently.

Our intention is to create a highly engaging, community-wide experience that not only celebrates Laguna Beach’s identity as an arts-driven town but clearly demonstrates the power of the arts to connect, inspire, and generate meaningful impact.

While this proposal is designed to deliver a meaningful and successful event for the September 2026 weekend, we also see it as a foundation for future expansion. This model could naturally evolve into a larger community-wide celebration aligned with Laguna Beach’s upcoming centennial, further amplifying its impact as a unifying and highly visible expression of the town’s artistic identity and cultural legacy.

KXFM RADIO PRESENTS: submitted by Billy Fried

Laguna Roots Music and Arts Festival: Two years in the making, the “Laguna Roots Music & Arts Festival” will be a weekend community celebration of Laguna’s unique culture and heritage, and its roots in reggae, surf, and classic rock and roll. We’ll give well-deserved voice to such local legacy acts as Honk, Beth and Steve Wood, Common Sense, Lee Rocker, Missiles of October, World Anthem, 133 Band, Great North Special, Jason Feddy, Matt Costa, and a couple of national headliners each year who are friends of Laguna, like Michael McDonald, Jackson Brown, Burning Spear and Pato Banton. The entire Festival grounds will be utilized for this annual community celebration of Laguna’s cultural, musical, and artistic roots.

Agenda Item 3E

FOA requests an update from the City on the “Festival of Arts Sound Control Plan.” (Item Request: Festival of Arts.)

5. Update: Festival of Arts Sound Control Plan

The Festival of Arts has requested an update from the City regarding the status of the “Festival of Arts Sound Control Plan.”

The Festival requests that the City provide a verbal update regarding progress and inclusion of the Festival’s notes in the Sound Control Plan.

Agenda Item 3F

FOA requests an update from the City on the “Request for Proposal: Entertainment Booking and Coordination Services.” (Item Request: Festival of Arts.)

6. Update: Request for Proposal – Entertainment Booking and Coordination Services

The Festival of Arts has requested an update regarding the City’s “Request for Proposal: Entertainment Booking and Coordination Services.”

The Festival requests that the City provide a status update on the RFP process, including timeline, scope of services, and anticipated next steps.

Appeal of Action

The Irvine Bowl Policy Committee's determination regarding these agenda items can be appealed to the City Council. An appeal shall be in written form specifically stating the grounds for the appeal and shall be filed with the City Clerk within fourteen calendar days of the decision or determination. The City Clerk shall set the appeal for a public hearing before the City Council no less than fourteen calendar days nor more than sixty calendar days after receipt of the appeal. Public notice of the hearing for the appeal shall be subject to the provisions of LBMC Section 25.05.065. The City Council shall conduct a de novo hearing on the underlying application and shall not be limited to the grounds stated for the appeal and shall not be limited to the evidence that was presented to the approval authority. The City Council shall exercise its independent judgment and discretion as to the evidence presented at its hearing. Nevertheless, there shall be a presumption that the decision or determination made by the approval authority was reasonable, valid, and not an abuse of discretion; and the appellant, if there is one, shall have the burden of proof of demonstrating otherwise by a preponderance of the evidence presented.