



June 8, 2022

JULY 1, 2022 CID RENEWAL REMINDER

Commercial Identification Cards are up for renewal as of **July 1, 2022**. Please be sure you are current with us in order to continue to work in the Ventura Harbor. A new application and agreement is attached for your convenience but please note the following mandatory requirements:

- Application fee is **\$200.00** (plus \$25 for each additional employee)
- A current City of Ventura Business License (*payment receipt okay until City sends you final copy*).
- If you have employees, you must provide proof that you carry Workers Compensation insurance
- Proof of auto insurance for you and all employees driving to the Harbor
- Headshot of yourself and all workers (if applicable) – you do not need to get a passport photo. You can take a photo with a phone or camera and email to me.
- A current Certificate of Insurance to comply as follows:
 - Commercial General Liability “occurrence” coverage in the amount of \$1,000,000 combined single limit (CSL) bodily injury and property damage for each occurrence
 - The additional insured (ADDL INSR) column is check marked for both Commercial and General Liability.
 - **Attached to the COI, an Endorsement to the Policy page naming the Ventura Port District as additional insured for Commercial General Liability – This is MOST IMPORTANT. If this is not attached, you are not in compliance with insurance requirements.**
 - The correct name and address of the Certificate Holder/Additional Insured is:
Ventura Port District, 1603 Anchors Way Drive, Ventura, CA 93001

Your insurance agent/broker may provide evidence of your compliance with the Indemnity-Insurance section of your Application with the Ventura Port District via one of these methods:

E-mail: jrauch@venturaharbor.com
U.S. Mail: Jessica Rauch, Ventura Port District
1603 Anchors Way Dr., Ventura, CA 93001-4229

Failure to provide this documentation as noted above will be considered a default of your CID application and will result in the NON-ISSUANCE of a CID card. Please do not hesitate to contact this office if you have any questions. We appreciate your cooperation.



CID. No. _____

Fee: _____

Expires: 6/30/2023

COMMERCIAL IDENTIFICATION (“CID”) CARD APPLICATION

Permission is requested to conduct business within the boundaries of the Ventura Port District by:

Name of Owner: _____ M F

Name of Business: _____
(AS STATED ON VENTURA CITY BUSINESS LICENSE)

Business Address: _____

City _____ State _____ Zip Code _____

Business Phone (_____) _____ Cell Phone (_____) _____

Email Address _____

Driver's License No. _____ City Business License No. _____

Height _____ Weight _____ Hair _____ Eyes _____

Employees (please circle): YES: How many: _____ (Fill out Additional Employees Attachment)

NO: Read and fill out Declaration Request for Waiver (page 3)

Description of Work: _____

*Commercial Identification Cards
Additional Employees Attachment*

Permission is requested to conduct business within the boundaries of the Ventura Port District by:

Name of Employee _____ M F

Driver's License No. _____

Height _____ Weight _____ Hair _____ Eyes _____

Permission is requested to conduct business within the boundaries of the Ventura Port District by:

Name of Employee _____ M F

Driver's License No. _____

Height _____ Weight _____ Hair _____ Eyes _____

Permission is requested to conduct business within the boundaries of the Ventura Port District by:

Name of Employee _____ M F

Driver's License No. _____

Height _____ Weight _____ Hair _____ Eyes _____

Permission is requested to conduct business within the boundaries of the Ventura Port District by:

Name of Employee _____ M F

Driver's License No. _____

Height _____ Weight _____ Hair _____ Eyes _____

Permission is requested to conduct business within the boundaries of the Ventura Port District by:

Name of Employee _____ M F

Driver's License No. _____

Height _____ Weight _____ Hair _____ Eyes _____

Exemption for Workers' Compensation Declaration Request for Waiver

Acknowledgment:

_____(initial) I am the authorized representative of the Business mentioned above (Business). I warrant that the Business has no employees other than the owners, officers, directors, partners, or other principals who have elected to be exempt from workers' compensation coverage under California law. I further warrant that I understand the requirements of Section 3700 et seq. of the California Labor Code concerning providing workers' compensation coverage for any employees of the Business.

_____(initial) I agree to comply with the code requirements and all other applicable laws and regulations regarding workers' compensation, payroll taxes, FICA and tax withholding, and similar employment issues. Business agrees to hold the Ventura Port District harmless from any loss or liability, which may arise from the Business's failure to comply with any such laws or regulations.

_____(initial) Should the Business or its subcontractors hire employees to perform work for the document(s) referenced above, the Business or its subcontractor shall obtain workers' compensation insurance and provide proof of the coverage to the Ventura Port District.

_____(initial) I understand that this form constitutes a declaration, by the Business, against its financial interest, relative to any claims it should assert against the Ventura Port District under the California workers' compensation or labor laws and serves as an addendum to the document(s) referenced above.

_____(initial) The Business will defend, indemnify and hold harmless the Ventura Port District from all claims and liability, including workers' compensation claims and any liability that may be asserted or established by any party in the event the Business hires an employee in violation of this addendum. The Business will further indemnify the Ventura Port District for all damages the Ventura Port District thereby suffers.

Certification:

I certify under penalty of perjury under the laws of the State of California that the information provided on this exemption statement is true and accurate.

Sole Proprietor Signature

Print Full Name

Date

**VENTURA PORT DISTRICT
COMMERCIAL ACTIVITY AGREEMENT FOR MARINA SERVICES IN
VENTURA HARBOR AND ON VENTURA PORT DISTRICT PROPERTY**

This COMMERCIAL ACTIVITY AGREEMENT FOR MARINA SERVICES (“AGREEMENT”) is made and entered into as of _____ (the “Effective Date”), by and between the VENTURA PORT DISTRICT, an independent special district (“DISTRICT”), and _____ (“VENDOR”).

RECITALS:

The purpose of the Commercial Identification Card (“CID”) is for identification only and is not intended to grant permission to any cardholder to enter onto any specific leasehold within the Ventura Harbor to perform commercial activity.

CID card recipients shall carry the CID Card on his/her person at all times while engaged in permitted activities and shall display same to any law enforcement official or marina manager upon demand.

VENDOR assures that all commercial or business activity will not pose a navigational hazard within the harbor, will not impede the free circulation of vessels, vehicles or persons within the harbor, and will not adversely affect any type of traffic within the harbor.

VENDOR assures that commercial or business activity will not cause pollution of the harbor waters or littering of the docks, wharves, walkways, or adjacent land areas within the harbor.

AGREEMENT:

I. SERVICES TO BE PERFORMED BY VENDOR

VENDOR will provide the services listed on the application. VENDOR warrants that all work and services set forth in the application will be performed in a competent, professional and satisfactory manner.

VENDOR represents and warrants that it is qualified to perform those services.

II. TERM

Unless earlier terminated in accordance with Paragraph 4 below, the AGREEMENT will continue in full force and effect from the Effective Date through JUNE 30, 2023.

III. VENDOR'S FEE

Payment of \$200.00 for VENDOR and \$25.00 for each employee.

IV. TERMINATION OF AGREEMENT

The DISTRICT may at any time, for any reason, with or without cause, suspend or terminate this AGREEMENT, or any portion hereof, by serving upon the VENDOR at least ten (10) days prior written notice. Upon receipt of said notice, the VENDOR shall immediately cease all work under this AGREEMENT, unless the notice provides otherwise. If the DISTRICT suspends or terminates a portion of this AGREEMENT, such suspension or termination shall not make void or invalidate the remainder of this AGREEMENT.

V. VENDOR REPRESENTATIVE(S)

The following principal(s) of VENDOR are designated as being the principal(s) and representative(s) of VENDOR authorized to act in its behalf with respect to the work specified in this AGREEMENT and make all decisions in connection with this AGREEMENT:

VI. INDEPENDENT CONTRACTOR

The VENDOR is, and at all times will remain as to DISTRICT, a wholly independent contractor. Neither DISTRICT nor any of its officials, employees or agents will have control over the conduct of the VENDOR or any of the VENDOR's employees, except as otherwise set forth in this AGREEMENT. The VENDOR may not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of DISTRICT.

VII. BUSINESS LICENSE

The VENDOR must obtain a City of Ventura business license prior to the start of work under this AGREEMENT. A copy of said business license is required at time of CID purchase.

VIII. OTHER LICENSES AND PERMITS

VENDOR warrants that it has all professional, contracting and other permits and licenses required to undertake the work contemplated by this AGREEMENT.

IX. INDEMNIFICATION

VENDOR shall indemnify, defend, and hold harmless the DISTRICT, and its officers, employees and agents, from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of the VENDOR's performance of its obligations under this AGREEMENT or out of the operations conducted by VENDOR, including the DISTRICT's active or passive negligence, except for such loss or damage arising from the sole negligence or willful misconduct of the DISTRICT. In the event the DISTRICT indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from VENDOR's performance of this AGREEMENT, the VENDOR shall provide a defense to the DISTRICT indemnitees or at the DISTRICT's option, reimburse the DISTRICT indemnities their costs of defense, including reasonable legal fees, incurred in defense of such claims.

Payment by DISTRICT is not a condition precedent to enforcement of this indemnity. In the event of any dispute between VENDOR and DISTRICT, as to whether liability arises from the sole negligence of the DISTRICT or its officers, employees, or agents, VENDOR will be obligated to pay for DISTRICT's defense until such time as a final judgment has been entered adjudicating the DISTRICT as solely negligent. VENDOR will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

X. NON-LIABILITY OF DISTRICT OFFICERS AND EMPLOYEES

No officer or employee of DISTRICT will be personally liable to VENDOR, in the event of any default or breach by the DISTRICT or for any amount that may become due to VENDOR.

XI. INSURANCE

Without limiting VENDOR's indemnification of DISTRICT, and prior to commencement of Work, VENDOR shall obtain, provide and maintain at its own expense during the term of this AGREEMENT, policies of insurance of the type and amounts described below and in a form that is satisfactory to DISTRICT.

General liability insurance. VENDOR shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile liability insurance. VENDOR shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the VENDOR arising out of or in connection with Work to be performed under this AGREEMENT, including coverage for any owned, hired, non-owned or rented vehicles. Proof of auto insurance for vehicles driving to the Harbor are required by VENDOR and VENDOR's employees.

Umbrella or excess liability insurance. [Optional depending on limits required] VENDOR shall obtain and maintain an umbrella or excess liability insurance policy with limits that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop-down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason.
- Pay on behalf of wording as opposed to reimbursement.
- Concurrence of effective dates with primary policies.
- Policies shall "follow form" to the underlying primary policies; and
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

Workers' compensation insurance. VENDOR shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).

VENDOR shall submit to DISTRICT, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of DISTRICT, its officers, agents, employees and volunteers.

Other provisions or requirements

Proof of insurance. VENDOR shall provide certificates of insurance to DISTRICT as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by DISTRICT prior to commencement of performance. Current certification of insurance shall be kept on file with DISTRICT at all times during the term of this contract. DISTRICT reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of coverage. VENDOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work

hereunder by VENDOR, his agents, representatives, employees or subconsultants.

Primary/noncontributing. Coverage provided by VENDOR shall be primary and any insurance or self-insurance procured or maintained by DISTRICT shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of DISTRICT before the DISTRICT's own insurance or self-insurance shall be called upon to protect it as a named insured.

DISTRICT's rights of enforcement. In the event any policy of insurance required under this AGREEMENT does not comply with these specifications or is canceled and not replaced, DISTRICT has the right but not the duty to obtain the insurance it deems necessary, and any premium paid by DISTRICT will be promptly reimbursed by VENDOR or DISTRICT will withhold amounts sufficient to pay premium from VENDOR payments. In the alternative, DISTRICT may cancel this AGREEMENT.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the DISTRICT's Risk Manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this AGREEMENT shall be endorsed to waive subrogation against DISTRICT, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow VENDOR or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. VENDOR hereby waives its own right of recovery against DISTRICT and shall require similar written express waivers and insurance clauses from each of its subconsultants.

Enforcement of contract provisions (non estoppel). VENDOR acknowledges and agrees that any actual or alleged failure on the part of the DISTRICT to inform VENDOR of non-compliance with any requirement imposes no additional obligations on the DISTRICT nor does it waive any rights hereunder.

Requirements not limiting. Requirements of specific coverage features, or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of

clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the VENDOR maintains higher limits than the minimums shown above, the DISTRICT requires and shall be entitled to coverage for the higher limits maintained by the VENDOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the DISTRICT.

Notice of cancellation. VENDOR agrees to oblige its insurance agent or broker and insurers to provide to DISTRICT with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

Additional insured status. General liability policies shall provide or be endorsed to provide that DISTRICT and its officers, officials, employees, and agents shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to DISTRICT and approved of in writing.

Separation of insureds. A severability of interest's provision must apply for all additional insureds ensuring that VENDOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass through clause. VENDOR agrees to ensure that its sub-consultants, sub-contractors, and any other party involved with the project who is brought onto or involved in the project by VENDOR, provide the same minimum insurance coverage and endorsements required of VENDOR. VENDOR agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. VENDOR agrees that upon request, all AGREEMENTS with consultants, subcontractors, and others engaged in the project will be submitted to DISTRICT for review.

DISTRICT's right to revise specifications. The DISTRICT reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the VENDOR ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the VENDOR, the DISTRICT and VENDOR may renegotiate VENDOR's compensation.

Self-insured retentions. Any self-insured retentions must be declared to and approved by DISTRICT. DISTRICT reserves the right to require that self-insured

retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by DISTRICT.

Timely notice of claims. VENDOR shall give DISTRICT prompt and timely notice of claims made or suits instituted that arise out of or result from VENDOR's performance under this AGREEMENT, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. VENDOR shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.

XII. SUBCONTRACTORS

If subcontractors are required to provide any work, labor, or services relative to this AGREEMENT, subcontractor shall obtain a Commercial Identification Card from DISTRICT.

Before VENDOR retains or hires a subcontractor to provide any work, labor, or services relative to this AGREEMENT, VENDOR must:

- A.** Present the name and identifying information of the subcontractor that will provide any work, labor, or services to AGENCY.
- B.** Present to the AGENCY the form of subcontract that will be used with the subcontractor for AGENCY's approval, which approval will not be unreasonably withheld. Such subcontract AGREEMENT must include an indemnity agreement that is generally in accord with the indemnity obligations contained in Paragraph 13 of this AGREEMENT and must specifically name the AGENCY as an indemnified party.
- C.** Secure from the subcontractor evidence of insurance coverage that meets with this AGREEMENT including naming the AGENCY as an additional insured as required by this AGREEMENT, unless such requirement is waived in writing by the AGENCY Risk Manager as provided in Paragraph 17 below.

XIII. CONFLICT OF INTEREST

No officer or employee of the DISTRICT may have any financial interest, direct or indirect, in this AGREEMENT, nor may any officer or employee participate in any decision relating to the AGREEMENT that effects the officer or employee's financial interest or the financial interest of any corporation, partnership or association in which the officer or employee is, directly or indirectly interested, in violation of any law, rule or regulation.

No person may offer, give, or agree to give any officer or employee or former officer or employee, nor may any officer or employee solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any way pertaining to any program requirement, contract or subcontract, or to any solicitation or proposal.

VENDOR hereby certifies that it has no business or contractual relationship with any current member of the DISTRICT'S Board of Port Commissioners:

Chris Stephens, Chair
Michael Blumenberg, Vice-Chair
Brian Brennan, Secretary
Jackie Gardina, Commissioner
Everard Ashworth, Commissioner

XIV. NOTICE

All notices, requests, demands, or other communications under this AGREEMENT will be in writing. Notice will be sufficiently given for all purposes as follows:

Addresses for purpose of giving notice are as follows:

To DISTRICT: VENTURA PORT DISTRICT
 1603 ANCHORS WAY DRIVE
 VENTURA, CA 93001
 ATTN: Jessica Rauch, Clerk

To VENDOR: _____

- A.** Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified, will be deemed effective as of the first date the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messenger or overnight delivery service.

- B.** Either party may change its address or fax number by giving the other party notice of the change in any manner permitted by this AGREEMENT. Any change in address or fax number that is not provided to the other party will not void delivery of any notice under this AGREEMENT, and delivery to the

last known address or fax number shall be deemed sufficient for notice under this AGREEMENT.

XV. PROHIBITION AGAINST ASSIGNMENT AND SUBCONTRACTING

This AGREEMENT and all exhibits are binding on the heirs, successors, and assigns of the parties. The AGREEMENT may not be assigned or subcontracted by either DISTRICT or VENDOR without the prior written consent of the other.

XVI. INTEGRATION; AMENDMENT

This AGREEMENT represents the entire understanding of DISTRICT and VENDOR as to those matters contained in it. No prior oral or written understanding will be of any force or effect with respect to the terms of this AGREEMENT. The AGREEMENT may not be modified or altered except in writing signed by both parties.

XVII. INTERPRETATION

The terms of this AGREEMENT should be construed in accordance with the meaning of the language used and should not be construed for or against either party by reason of the authorship of this AGREEMENT or any other rule of construction that might otherwise apply.

XVIII. SEVERABILITY

If any part of this AGREEMENT is found to be in conflict with applicable laws, that part will be inoperative, null and void insofar as it is in conflict with any applicable laws, but the remainder of the AGREEMENT will remain in full force and effect.

XIX. GOVERNING LAW; JURISDICTION

This AGREEMENT will be administered and interpreted under the laws of the State of California. Jurisdiction of any arbitration arising from the AGREEMENT will be within the county in which DISTRICT is located.

XX. BINDING ARBITRATION

A. Arbitrable Claims. To the fullest extent permitted by law, all disputes between VENDOR and DISTRICT that concern, arise out of or relate to this Agreement, including, but not limited to its enforcement and interpretation, (hereinafter "Arbitrable Claims") shall be resolved by mandatory, binding arbitration. Arbitrable Claims include, but are not limited to, claims of any kind arising in contract (express or implied) and tort, as well as all claims alleging violation of any federal, state, or local law, statute, ordinance or regulation.

B. Procedure. Arbitration of Arbitrable Claims shall be in accordance with California law and with the Commercial Arbitration Rules of the American Arbitration Association, in effect as of the date of this Agreement or as amended subsequently thereto. Arbitration shall be initiated as provided in the Commercial Arbitration Rules, except that written notice to the other party initiating arbitration shall also include a description of each claim asserted, the date each claim arose, a statement of all facts upon which each claim is based, the names, addresses and telephone numbers of all witnesses and the relief requested. Arbitration shall be the exclusive remedy for all Arbitrable Claims and shall be final and binding upon the parties subject to the right of any party to appeal to the Superior Court of Ventura County, State of California, to confirm that the arbitration award or decision is consistent with California law. Either party may bring an action in court to compel arbitration under this Agreement and to enforce an arbitration award. Such an action shall be brought in the Superior Court of California for the County of Ventura, which shall have exclusive jurisdiction over such action. Otherwise, neither party shall initiate or prosecute any lawsuit or administrative action in any way related to any Arbitrable Claims. All arbitration hearings under this Agreement shall be conducted at Ventura County, California, unless all parties mutually agree on another location. The interpretation and enforcement of this agreement to arbitrate shall be governed by the California Arbitration Act, if applicable.

THE PARTIES HEREBY WAIVE ANY RIGHTS THEY MAY HAVE TO TRIAL BY JURY IN REGARD TO ARBITRABLE CLAIMS, INCLUDING WITHOUT LIMITATION, ANY RIGHT TO TRIAL BY JURY AS TO THE MAKING, EXISTENCE, VALIDITY, OR ENFORCEABILITY OF THIS AGREEMENT TO ARBITRATE.

C. Arbitrator Selection. A single arbitrator shall decide all disputes involving Arbitrable Claims. The arbitrator shall be selected by mutual agreement of the parties within thirty (30) days of the effective date of the notice initiating the arbitration. If the parties cannot agree on an arbitrator, then the complaining party shall notify the American Arbitration Association and request selection of an arbitrator in accordance with the Commercial Arbitration Rules.

D. Authority of Arbitrator, Discovery and Arbitration Fees. The arbitrator shall have exclusive authority to resolve all Arbitrable Claims, including, but not limited to, any claim that all or any part of this Agreement is void or unenforceable. Parties to arbitration proceedings under this Agreement shall have the right to conduct discovery utilizing all discovery procedures available in civil actions brought in the Superior Court of California. The arbitrator shall issue a written decision and shall have authority to award any remedy or relief available in a civil action. The parties shall equally pay the arbitrator's compensation and administrative fees charged by American Arbitration Association. Subject to Section XX(E) (Attorney's Fees), each party shall be responsible for their respective attorney's fees, discovery costs, and other arbitration related expenses generated by them.

E. Attorney's Fees. In the event of any dispute, contest, arbitration or litigation between the parties hereto, the prevailing party in such dispute, contest, arbitration or litigation shall be fully reimbursed by the other party for all costs, including reasonable attorney's fees, court costs, expert or consultant's fees and reasonable travel and lodging expenses, incurred by the prevailing party in its successful prosecution or defense thereof, including any appellate proceedings.

XXI. COMPLIANCE WITH STATUTES AND REGULATIONS

VENDOR will be knowledgeable of and will comply with all applicable federal, state, county and city statutes, rules, regulations, ordinances and orders.

XXII. WAIVER OF BREACH

No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default will impair the right or remedy or be construed as a waiver. A party's consent or approval of any act by the other party requiring the party's consent or approval will not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and will not be a waiver of any other default concerning the same or any other provision of this AGREEMENT.

XXIII. NON-DEFAMATION & MUTUAL RESPECT

Each Party agrees to take reasonable steps to refrain from either directly or indirectly, hereafter making any defaming, disparaging, derogatory, misleading or false statement to anyone about the other party (and in the case of the Vendor, its employees, officers, directors, agents, consultants, affiliates, investors or business partners) in any private or public forum.

XXIV. VENDOR'S AUTHORITY TO EXECUTE

The persons executing this AGREEMENT on behalf of the VENDOR warrant that (i) the VENDOR is duly organized and existing under the appropriate State laws; (ii) they are duly authorized to execute this AGREEMENT on behalf of the VENDOR; (iii) by so executing this AGREEMENT, the VENDOR is formally bound to the provisions of this AGREEMENT; and (iv) the entering into this AGREEMENT does not violate any provision of any other AGREEMENT to which the VENDOR is bound.

VENDOR:

(Signature)

(Print Full Name)

(Title)

(Date)

VENTURA PORT DISTRICT:

(Signature)

(Date)