



Santa Cruz County Parks  
979 17<sup>th</sup> Avenue, Santa Cruz, CA 95062  
831.454.7938  
reservations@scparcs.com  
scparcs.com

## Permitted Non-Profit Surf School Terms and Conditions of Use

### A. NON PROFIT SURF SCHOOL PERMIT REQUIREMENTS

- i. **Reservation Times:** County Parks are open from dusk until dawn. Surf schools are not allowed in the water between sunset and 7:00 am. The times of the reservation permit must include all set-up and clean-up time.
- ii. **Non profit Duties:** The Non-profit Surf School (hereinafter called "Surf School") agrees to manage and operate surf school services, as approved by the Parks Department, and in accordance with all laws and ordinances of the County of Santa Cruz, the State of California, and the United States.
- iii. **Annual Permits:** Permits are issued annually and allow surf schools to provide surf instruction at the designated beaches and coastal access points during a one-year period. Surf instruction is permitted for board surfing, stand up paddle, body surfing, or boogie board lessons. Surf school permit fees are established in order to recover costs associated with the administration of permits and impact upon coastal access activities.
- iv. **Safety/ Emergency Plan:** Submit a written safety and emergency response plan, subject to final approval. During any instruction, instructors must ensure that there is a first aid kit, a whistle, a mobile phone, and a rescue device on the beach in close proximity.
- v. **Advertising:** All advertisement of services must be approved by the County prior to disbursement. Surf School may include the status as permitted at the designated beaches and coastal access points in their publicity materials; however, upon completion or revocation of the permit, this must be removed from all publicity materials and social media.
- vi. **Attendance Survey Form:** An attendance survey form must be completed for each day of instruction and submitted quarterly, to include daily student attendance numbers and specify AM, Mid and PM time periods of use.
- vii. **Employees:** Surf School shall be an independent agent and shall not be an employee of County, nor shall any County employee(s) be employed by organization. All personnel employed by organization shall at all times and for all purposes be deemed solely organization's employees.
  - i. **Instructor Qualifications:** Every surf school instructor must be fully trained and proficient in ocean safety, surfing, and surf instruction. The minimum age for an instructor is eighteen (18) years of age. Submit proof of Red Cross or American Heart Association First Aid and CPR certifications for all instructors.
- viii. **Equipment:** Surf School must provide sufficient and proper equipment, based on the student's skill level, for the conduct of each surfing lesson. Board surfing lessons at the permitted beaches and coastal access points may use only soft foam boards with flexible rubber fins, for beginners, and all boards shall have leashes attached to the students. Surf School shall furnish, at his/her/their own expense, all equipment and supplies and other items necessary for the operation of the services, including off-site storage for any equipment and supplies. All services and operations shall be of the highest quality in presentation and safety. County has the right at any time to inspect all on-site operations by Surf School.
- ix. **Maximum Total of Surf Schools / Surf School Students:** Non-profit Surf school permits will be issued to up to a maximum of three (3) surf schools annually. The total number of all non-profit surf school



Santa Cruz County Parks  
979 17<sup>th</sup> Avenue, Santa Cruz, CA 95062  
831.454.7938  
reservations@scparks.com  
scparks.com

students permitted in the water during any single period of time shall not exceed eight (8) students. *Specific days must be scheduled with the Parks office.* When any surf school has more than eight (8) students in the water during any single period of time, then it will be in violation of this permit condition and subject to one legitimate complaint toward possible permit revocation for that violation.

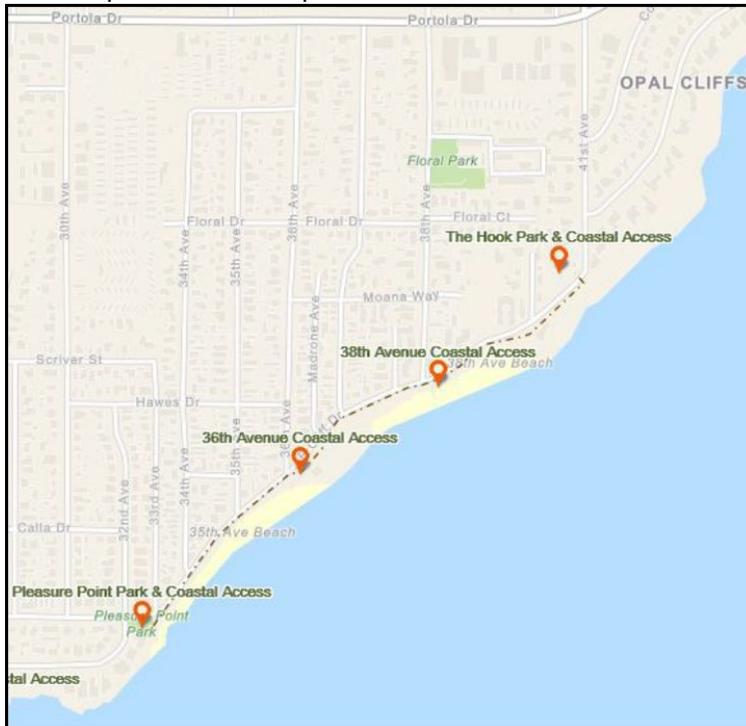
- x. **Participant Waiver:** A participant waiver must be obtained from every student. The waiver form must have prior approval by the County and shall include language holding the County harmless. A copy of the signed waiver must be made available upon request.
- xi. **Student to Instructor Ratio:** The maximum student to instructor ratio for surf school lessons shall be four (4) students per one (1) instructor. Beginner level students shall have a maximum of two (2) students per one (1) instructor. Children 10 and under shall have a maximum of one (1) student per one (1) instructor.
- xii. **Staging:** Surf School must establish off-site staging areas at a commercial/business property for conduct of business and pre-water instruction. These activities are not permitted on-site on County property or beaches/coastal access points, in the public right-of-way, or within residential areas. Limited staging on the beach must be done in a manner that does not impede upon public right-of-way
- xiii. **Storage:** Equipment being actively used during instructions is allowed. At no other time may equipment be stored or left on-site.
- xiv. **Surf Etiquette and Safe Practices:** Surf School must ensure that instructors teach and practice the basic rules of surf etiquette. Instructors must ensure that the ocean conditions are safe to conduct class and use of surf breaks are based on the skill levels of the instructor and the students. Instructors must make a concerted effort to minimize unreasonable overcrowding of any one surf break and ensure that students stay out of congregations of surfers in the water and any kind of crowded surfing conditions. Students must be instructed to follow the philosophy of one person per wave. Instructors must never leave a group in the water unattended for any reason. Instructors must direct students to allow a safe distance between each other and other surfers to avoid collisions.
- xv. **Transportation:** All transportation of the operation from the approved staging location to and from East Cliff Parkway is the sole responsibility of the Surf School. All shuttles and vehicles must abide by all applicable vehicle and parking statutes and regulations and park in. Vehicles must not impede pedestrian and bike access through the area, which must remain open for use by the public at all times. Drivers must have a valid driver's license.
- xvi. **Uniforms:** Surf schools which conduct instruction and operations in the permitted areas must assure that all students and instructors wear uniform shirts or vests identifying their respective surf schools at all times. They must be sufficiently distinctive in color or design in order to differentiate between surf schools and instructor from students. Instructors must be identified with the same jersey color and INSTRUCTOR in larger letters written on the back. Parks will approve jersey color and design.



Santa Cruz County Parks  
979 17<sup>th</sup> Avenue, Santa Cruz, CA 95062  
831.454.7938  
reservations@scparcs.com  
scparcs.com

## B. LOCATION

- i. **Permitted Beaches and Coastal Access Points:** The permit applies to the beaches and coastal access points along East Cliff Drive Parkway between Pleasure Point Park and The Hook Park at 41st Avenue, including: Pleasure Point, 36th Avenue, 38th Avenue, and The Hook. All classes and surf school instruction must enter and exit the water only at these permitted beaches and coastal access points. See map below:



- ii. **County and Public Use:** The operation of the surf school services does not entitle exclusive use of any premises or water. The beaches, coastal access points, and ocean are open for public use. Public right-of-way must always be maintained.

## C. COUNTY DUTIES

- i. The County will be responsible for conducting a RFP process every five years for Commercial Surf School Permits. Non-profit surf school permits applications will be reviewed and up to three (3) permits will be awarded annually.
- ii. For the safety and enjoyment by the public, the County has established the Surf School Permit Terms and Conditions of use which are to be strictly adhered to at all times. These requirements may be amended at any time by the County. Should County decide that the surf school services provided under Permit are no longer necessary or desired by County, County shall endeavor to provide at least 30 days written notice of County's intent to void Permit. At the end of the thirtieth day following such notice, Permit shall become null and void.
- iii. The County Parks Department will maintain a webpage with Surf School Commercial Permit information, including the names of the three selected surf school commercial concessionaires. Non



Santa Cruz County Parks  
979 17<sup>th</sup> Avenue, Santa Cruz, CA 95062  
831.454.7938  
reservations@scparks.com  
scparks.com

profit schools awarded during pilot program may be listed under program opportunities on the website.

- iv. The County may administer surveys at any time requesting public feedback regarding the Surf School Program.
- v. Upon request, County will assist in promotion of publicity materials on the County Parks Department website related to surf school services.

#### **D. PERMIT REVOCATION**

- i. The County Parks Director or designated representative is authorized to refuse, suspend, or revoke any use permit or agreement. County Parks has the right to issue a temporary suspension at any time as it deems necessary as a result of any violation, as determined by the Department, upon written notice to a Non profit. If a Surf School and/or its surf school instructor(s) violate(s) any of the terms and conditions of use of this permit and/or receive(s) three legitimate complaints as determined by the Department or one legitimate egregious complaint within a one-year period, it shall constitute grounds for immediate permit revocation. Upon written notice, Surf School must cease all operations in the permitted beaches and coastal access points immediately. Surf School must also immediately remove any reference to the County permit, or permitted status, from its marketing materials, including website, social media, etc. Any permit processing fees paid to the County are forfeited.

#### **E. COUNTY COMPENSATION**

- i. Surf School agrees to submit to the County a complete list of all fees for surf school services that the school intends to charge prior to the effective date of the agreement. Any changes or modifications to this list must be submitted in writing to the County for approval.
- ii. Surf School shall provide a detailed accounting each month of all activities. County's compensation (portion of gross revenue) shall be 10% of Non profit's gross revenues from the surf school.
- iii. Surf Schools shall pay County its portion of gross revenues within 30 days following each month ends. Non-profit is responsible for providing financial documentation of monthly gross revenues with payment to County.
- iv. Gross income will include the entire price charged for all operations, services, or rentals at the permitted beaches and coastal access points and shall not include any other taxes due to the City, County and State.
- v. Surf School will be responsible for paying all taxes associated with the operation.
- vi. On or before 90 days following each calendar year end, Surf School shall, at its sole cost and expense, provide County with an audited statement of profits and losses and gross and net sales for the preceding year prepared in accordance with generally accepted accounting principles. County reserves the right to audit all operating statements. Non-profit shall submit operating statements to the Parks Department in a mutually agreed upon format. Non-profit shall maintain its books and records in accordance with generally accepted accounting principles.
- vii. The financial terms of any permit awarded as a result of this RFP shall be adjusted, by mutual agreement of the parties, to reflect changes in Non-profit's costs and expenses resulting from any



Santa Cruz County Parks  
979 17<sup>th</sup> Avenue, Santa Cruz, CA 95062  
831.454.7938  
reservations@scparks.com  
scparks.com

changes in County's policies and practices, and/or changes in applicable Federal or State laws.

- viii. The terms of any permit awarded as a result of this application will run through December 31, 2024.

#### F. LICENSES AND PERMITS

- i. **Licenses and Permits.** Permittee agrees to operate the services, as approved by the Santa Cruz County Parks Department, and in accordance with all laws and ordinances of the County of Santa Cruz, the State of California, and the United States. It shall be the Permittee's responsibility, at his/her/their sole cost and expense, to obtain all necessary Licenses and permits to carry out the terms of this Permittee Permit and to operate the Business.
- ii. **Display of Surf School Permit:** Laminated cards with Surf School Permit and contact information will be provided to the Surf School, who is responsible to ensure that upon request, surf school instructors present the permit card to a representative of Santa Cruz County Parks, Sheriff's Office, or the public.

#### G. INSURANCE

- i. Surf School must furnish the Department with Certificates of Insurance for General Liability, Automobile Insurance, and Worker's Compensation, if applicable, prior to permit issuance. Coverage and additional insured wording requirements are detailed below:
- ii. Permittee(s), at their sole cost and expense for the full term of this Permit (and any extensions thereof), shall obtain and maintain minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects County and any insurance or self-insurance maintained by County shall be in excess of Permittee(s) insurance coverage and shall not contribute to it.
- iii. Worker's Compensation Insurance is required in the minimum statutorily required coverage amounts. This insurance coverage shall be required unless the permittee has no employees.
- iv. Comprehensive or Commercial General Liability Insurance coverage in the minimum amount of \$1,000,000.00 combined single limit, including coverage for:
  - i. Bodily injury
  - ii. Personal injury
  - iii. Broad form property damage
  - iv. Contractual liability
  - v. Cross Liability
- v. **Additionally Insured Wording:** The County of Santa Cruz, its officials, employees, agents and volunteers are added as an additional insured as respects the operations and activities of, and on behalf of, the named insured's performance under its/his/her/their contract with the County of Santa Cruz.
- vi. **Statement of Cancellation:** This insurance shall not be cancelled until after thirty (30) days prior written notice has been given to: Santa Cruz County Parks, Open Space and Cultural Services Attn: Facilities 979 17th Avenue, Santa Cruz, CA 95062
- vii. **Named Certificate Holder:** Santa Cruz County Parks, Open Space and Cultural Services Attn: Facilities 979 17th Avenue, Santa Cruz, CA 95062
- viii. **Emailed Certificates** may be sent to [reservations@scparks.com](mailto:reservations@scparks.com)



Santa Cruz County Parks  
979 17<sup>th</sup> Avenue, Santa Cruz, CA 95062  
831.454.7938  
reservations@scparcs.com  
scparcs.com

- ix. Insurance must be on file and renewed annually with the Parks Office prior to permitted dates.

#### H. GENERAL CONDITIONS

- i. **Activities for Minors:** Groups comprised predominately of participants under 21 years of age, must be chaperoned at a ratio of one adult (over 18 years) to 12 minors.
- ii. **Alcohol:** Alcohol consumption is not permitted in the County Parks outdoor facilities.
- iii. **Amplified Sound:** A sound permit is required for any event using these devices: public address systems, electronic equipment, live music, and amplification. These are subject to certain restrictions determined by individual facilities.
- iv. **Decorating:** Light adhesive, removable tape (i.e., poster tape or painter's tape), zip ties, twine, and florist wire are the only fasteners permitted. Staples, tacks, nails, screws, or stakes longer than 6 inches are prohibited. Release of balloons or animals is prohibited.
- v. **Drones:** Drones or unmanned aerial vehicles are prohibited from use at our parks.
- vi. **Flammable Materials:** Candles, fuels, and hazardous materials are prohibited.
- vii. **Lost or Stolen Items:** Santa Cruz County Parks is not responsible for items left, lost, or stolen.
- viii. **Overnight Storage:** Overnight storage is not permitted. If rental equipment is used, permittee must arrange for it to be delivered and removed the same day.
- ix. **Public Use:** The park will remain open for use by others. Permittee shall not exclude the public from any site, nor obstruct the public right-of-way, nor interrupt or impede upon the orderly flow of automobile or bicycle traffic on any streets or pedestrian right of way adjacent to the location.
- x. **Right to Refuse Service:** The Santa Cruz County Parks Director or designated representative is authorized to refuse or revoke any use permit or agreement.
- xi. **Smoking and Vaping:** Smoking and vaping are prohibited in Santa Cruz County Parks.
- xii. **Sublease:** Permittee shall not assign or sub-lease any portion of the premises, or any rights under approved permit, without prior written approval of the Department.
- xiii. **Vehicles:** All vehicles associated with a permit must abide by all applicable vehicle and parking statutes and regulations. Vehicles are allowed in designated parking areas only. Driving on grass areas or outside of parking areas is prohibited. Parking may be limited. Please encourage carpooling.
- xiv. **Additional Provisions:** County Parks may establish additional policies consistent with the provisions of the adopted rules and regulations as it deems necessary for safe, efficient, and optimum use of facilities. Please check with the Reservations Office for prior approval regarding uncommon or unique requests.

#### I. ADDITIONAL FEES

- i. Annual Permit Processing Fee: \$100.00 due January 1st.
- ii. **Damage:** Damage done to the facility or grounds during events or additional clean-up required by Parks Maintenance staff that do not have a deposit, or the damage is not covered by the amount of the deposit, will have the required amount billed to the Permittee. Staff rates to repair the facility are charged at the current maintenance staff hourly rate.
- iii. **Collections:** Bills unpaid after 30 days are sent to collections.

#### J. ASSUMPTION OF LIABILITY, WAIVER, AND INDEMNITY



Santa Cruz County Parks  
979 17<sup>th</sup> Avenue, Santa Cruz, CA 95062  
831.454.7938  
reservations@scparks.com  
scparks.com

i. **Assumption of Liability**

Permittee, whether individual, group, or entity, is solely responsible for any and all liabilities to persons or property resulting from use of the Park Facility, including damage to any County property or structures. Permittee will indemnify, defend, and hold harmless the County of Santa Cruz, its elected and appointed Boards, Commissions, Officers, Agents, and Employees from any claims, suits, losses, or damages for injury to persons or property arising from or connected to this use of the Park Facility.

ii. **Agreement to Abide by Terms and Conditions**

Permittee, whether individual, group, or entity, represents that he/she/they/it has read these Terms and Conditions, agrees to make them known to persons attending the function or activity, and agrees that no violation of such shall be allowed to occur on the premises or facilities. Permittee understands that permission to use of the Park Facility is contingent upon compliance with these Terms and Conditions and that permission may be revoked at any time upon failure of persons attending the function or activity to fully comply with these Terms and Conditions.

iii. **Permittee, or Representative, to be Present**

Permittee, or the group or entity individual named in the Permit, will be present during the entire period of use of the facility.

I have carefully read and agree to the Terms and Conditions of Use and will comply with the regulations and use policies.

---

Permittee	Date	Parks Representative	Date
-----------	------	----------------------	------