

CONTRATING AGREEMENT

November 18, 2011

This agreement is executed by Apex Flagpole, a California corporation (hereinafter "Contractor") at 2194 Central Park Drv., Campbell, CA 95008 and Hillcrest Business Association (hereinafter "HBA"), whose address is 3737 Fifth Avenue San Diego, CA 92103, with respect to the following facts:

Recitals

- A. The City of San Diego, though not a party to this agreement is referred to in this agreement as "The City".
- B. Contractor is engaged in the business of providing construction services for flag poles.
- C. HBA desires to have Contractor provide specified services as outlined in Attachment #A.
- D. HBA has engaged with the property owner, The City of San Diego, by permit application to provide construction services outlined in Attachment #A.

The parties hereby enter into the following agreement:

Agreement

Please refer to Attachment # A for Scope of Work.

Fees and Payments

- A. HBA shall pay to Contractor the amount for service rendered pursuant to this agreement, per Attachment # A.

Other Considerations

Term and terminations.

The term of this agreement shall commence at the date of signing and shall conclude on June 30, 3012. Either party may cancel this Agreement at any time after date of signing upon 30 days written notice to the other party. If the provisions of this agreement are not met within the term of the agreement Contractor shall forfeit payment. .

Independent contractor status. Contractor is not an employee of the City or HBA. All staff costs relating to the agreement must be borne by Contractor. Contractor shall have no authority to bind the City or HBA in any manner or to incur any obligation, debt, or liability of any kind, on behalf of or against the City or HBA. Signing this agreement does not assign any rights, obligations, and/or duties of Hillcrest Business Association under this agreement to any third party. This agreement does not create a contractual relationship between the City or HBA and any third party.

It is understood and agreed that by virtue of entering into this agreement, Contractor and/or its employees shall not become employees of HBA. Rather, Contractor shall have the status of an independent Contractor. HBA shall make no deductions of any kind from any consideration paid

Contractor, including but not limited to state, federal and local taxes, social security, etc. HBA shall not be required to secure workers compensation or any other insurance or benefit for Contractor except as may be expressly provided herein. Contractor shall maintain general discretion and control over the manner in which the services required hereunder are performed. Nothing herein shall be construed or interpreted to prohibit Contractor from entering into similar or dissimilar agreements with other parties or entities, provided that Contractor shall devote all time reasonably necessary to fully perform its obligations hereunder.

Materials, supplies and equipment. Contractor shall furnish all materials, supplies and equipment necessary to fully perform the services specified herein.

Authorization. HBA hereby represents and warrants that if not the owner of the Premises, or the HBA is fully authorized by the owner to enter into this agreement.

Supervision. Contractor shall provide supervision adequate to insure that the services rendered pursuant to this agreement are of high quality.

Assignment. HBA or Contractor may not assign any rights or obligations hereunder without the prior, express written consent of both parties. This agreement shall be binding on and inure to the benefit of the successors, assigns and personal representatives of the parties.

No joint venture or partnership. This agreement shall not be construed or interpreted to create or establish any joint venture or partnership between the parties.

Notices. Any notice to a party required or permitted hereunder shall be deemed given on the date of delivery if personally served, or on the third day after mailing if mailed. Any notice by mail shall be first class or airmail, postage prepaid, certified mail (return receipt requested) and sent to the address indicated by the signature of the party on this Agreement, or to the most recent address given the sender by written notice from that party.

Waivers. The waiver by any party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of such provision or of any other provision.

Entire agreement, amendment. This instrument contains the entire Agreement of the parties, and supersedes any and all prior representations, negotiations, agreements and understandings between them, whether oral or written. This Agreement may not be modified or amended except by written instrument, signed by each party hereto.

Governing law. Contractor shall at all times comply with all applicable laws, statutes, ordinances, and regulations of City, county, state, and federal governments. SubContractor shall also comply with all notices issued by City under the authority of all current or future laws, statutes, ordinances, or regulations. The construction, interpretation and application of this Agreement shall be governed by the law of the State of California.

Force majeure. If performance by Contractor of any of its obligations hereunder is interrupted or delayed by any occurrence not occasioned by the conduct of either party to this agreement, e.g., whether that occurrence is an act of God or public enemy, or whether that occurrence is caused by war, riot, storm, earthquake or other natural forces, or by the acts of anyone not a party to this

agreement, then Contractor shall be excused from any further performance for whatever period of time after the occurrence is reasonably necessary to remedy the effects of that occurrence.

Severability. Should any provision of this Agreement be rendered void, invalid or unenforceable by any court of competent jurisdiction, such invalidity, etc., shall not render void or unenforceable any other provision.

Conflict of interest. Contractor shall comply with all federal, state, and local laws, including conflict of interest laws, statutes, ordinances, regulations, and policies of City related to public contracts and procurement practices to the extent applicable. HBA and Contractor are unaware of any financial or economic interest of any public officer or employee of the City relating to this Agreement. Contractor has been made aware of the HBA's Conflict of Interest policy (Attachment B).

Agreements with third parties

Upon signing, the Contractor shall disclose and provide copies of all agreements with third parties relating to the project including rental agreements, service contracts, entertainment agreements, sponsorships, in-kind donations, special payments, and mutual benefit arrangements. Unwritten agreements shall be unacceptable.

Insurance. Contractor shall defend, indemnify, protect, and hold harmless the City and HBA, their elected officials, departments, officers, employees, representatives, and agents from and against any and all claims asserted, or liability established, for damages or injuries to any person or property resulting from Contractor work as set forth in this agreement. Contractor shall provide Commercial General Liability [CGL] Insurance, naming HBA and the "The City of San Diego, its elected officials, officers, employees, representatives, and agents" as additionally insured. Contractor shall provide Workers' Compensation Insurance, as required by the laws of the State of California for all of Contractor employees who are subject to this Agreement, with Employers' Liability coverage with a limit of at least One Million Dollars (\$1,000,000). "The City of San Diego, its elected officials, officers, employees, representatives, and agents" shall be named as additionally insured in the CGL. The policies shall be kept in force for the duration of the Term and any extended use. The certificate(s) of insurance shall be delivered to HBA at the execution of this contract. All insurance required by the terms of this Agreement must be provided by insurers licensed to do business in the State of California which are rated at least "A-, VI" by the current AM Best Ratings Guide. Non-admitted surplus lines insurers may be accepted provided they are included on the most recent list of California eligible surplus lines insurers (LESLI list) and otherwise meet City requirements. If City is made a party to any judicial or administrative proceeding to resolve the dispute between HBA and Contractor, Contractor shall defend and indemnify the City as described herein.

Equal employment and nondiscriminatory provisions. Contractor shall not discriminate in any manner against any person or persons on account of race, color, religion, gender, sexual orientation, medical status, national origin, age, marital status, or physical disability in Contractor activities pursuant to this Agreement, including but not limited to the providing of goods, services, facilities, privileges, advantages, and accommodations, and the obtaining and holding of employment. Contractor shall comply with City Council Ordinance No.18173 (San Diego Municipal Code sections 22.2701 through 22.2708, as amended), EQUAL EMPLOYMENT OPPORTUNITY OUTREACH PROGRAM, a copy of which is on file in the Office of the City Clerk and by this reference is incorporated into this Agreement. Contractor is

individually responsible to abide by its contents. Contractor shall comply with Title VII of the Civil Rights Act of 1964, as amended; Executive Orders 11246, 11375, and 12086; the California Fair Employment Practices Act; and any other applicable federal and state laws and regulations hereafter enacted. Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor may be required to comply, and require each of its Sub Contractors to comply, with the provisions of the City's Living Wage Ordinance. It is the responsibility of the Contractor to determine if compliance is required. Contractor is required where applicable to comply with the Americans with Disabilities Act, the City of San Diego Drug Free Workplace requirements, and Storm Water Management and Discharge Control Ordinance.

Arbitration. If a dispute arises out of or relates to this Agreement, or the breach thereof, the parties agree first to try in good faith to resolve the dispute by mediation administered by the American Arbitration Association under its Rules, before resorting to arbitration. Thereafter, any unresolved controversy or claim arising out of or relating to this Agreement, or breach thereof, shall be resolved by arbitration administered by the American Arbitration Association in accordance with its Arbitration Rules, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof pursuant to applicable law. In any dispute the prevailing party will be entitled to all reasonable costs and attorney's fees.

IN WITNESS WHEREOF, the parties have executed this agreement
on _____, at _____, California.

**HILLCREST BUSINESS
ASSOCIATION**

CONTRACTOR

By:

Benjamin Nicholls
Executive Director
ADDRESS:
3737 Fifth Avenue
San Diego, California 92103
(619) 299-3330 Tel.
(619) 299-4230 Fax

By: _____

Attachment # A Scope of Work

Service Area:

- The median and landscaped area at Normal St. and University Ave. in Hillcrest, San Diego.

Scope of work:

- Provide a 65' aluminum flagpole with winch operated internal halyard with stainless steel cable and all hardware and rigging as specified in attachment C.
- Provide full rigging, flagpole adjustment and finish work and placement of flag.
- Provide all engineering documents, containing foundation and flagpole calculations as required by permitting agencies signed and “wetstamped” by a California licensed engineer.
- Provide crane service to lift and set 65' flagpole.
- Provide a custom solar max nylon 12' x 18' six color LGBT rainbow flag with red bar at top in the 1979 style. Flag to be finished with roped header and special reinforcing.
- Prepare site area for installation of concrete surface and below grade infrastructure including but not limited to re-grading, removing of plant material from concrete area and any other preparation work for install.
- Remove earth and soil (and dispose of as required by local laws) to install required below grade infrastructure.
- Install all formwork and infrastructure below and at grade as required.
- Construct a paved area at the base of the flagpole to the specifications in attachment C.
- Install concrete bollards, recognition monument, and other design details as specified in attachment C.
- Coordinate with HBA, City of San Diego agencies and other contractors as required.
- Remove and dispose of all excess materials from site in accordance with local laws at conclusion of work.
- HBA will provide City of San Diego Site Development Permit and construction permits for the project.

Fee Structure

HBA shall pay Contractor an amount not to exceed \$25,865 for providing the services noted above within the timeline noted above. A 30% deposit shall be made at date of signing with the balance due upon project completion as determined by HBA.

Attachment B: Conflict of Interest policy

No contract may be entered into by the Hillcrest Business Association if one of its' officers, members, directors, committee members, staff members or volunteers has a material financial interest in the contract or transaction, except in the following circumstances:

- (1) the material facts as to the contract or transaction and as to the party's interest are fully disclosed or known to the member, board or committee voting on the matter;
- (2) the contract or transaction is approved by the members, board or committee in good faith, by a vote sufficient without counting the vote of the interested party or parties;
- (3) the interested party or parties abstains from voting on the matter;
- (4) the contract or transaction is just and reasonable to the Hillcrest Business Association at the time it was authorized, approved or ratified;

- (5) the interested party or parties shall not actively participate in the decision about the contract or transaction, except to answer questions or provide a broad explanation;
- (6) the action is recorded in meeting minutes, noting which members voted, how the members voted, and identifying any members who abstained from voting.

A violation of any provision of this policy shall be grounds for removal of the officers, directors, members, committee members, staff members or volunteers from their positions with the HBA. A contract or transaction entered into in violation of this Conflict of Interest Policy shall be void and unenforceable.

	BID Detail	% of total BID	Notes
Income			
40010 - City Fest			
40020 - Farmers Market			
40030 - SBEP			
40040 - MAD			
MAD Reserve			
40050 - BID	\$ 102,000.00		
BID carry forward	\$ 40,000.00		
40080 - Newsletter/Advertising			
40090 - Mardi Gras			
40110 - Taste			
Taste 'n Tinis			
Hillcrest Hoedown			
40120 - Interest			
40140 - Banner space rental			
"Your guide to fabulous"			
40180 - Other Income			
Total Income	\$ 142,000.00		
Expense			
50000 - Personnel	\$ 38,976.00	27%	1
50005 - Salaries	\$ 35,500.00	25%	
50025 - Employer Taxes - Federal	\$ 2,716.00	2%	
50030 - Employer Taxes - State	\$ 380.00	0%	
50040 - Workers Comp Insurance	\$ 380.00	0%	
50045 - Operating	\$ 17,020.00	12%	2
50050 - Rent Office Space	\$ 4,000.00	3%	5
50060 - Accounting	\$ 4,000.00	3%	
50065 - Audit	\$ 3,000.00	2%	
50090 - Office Supplies	\$ 1,400.00	1%	
50100 - Printing/Photocopy	\$ 1,800.00	1%	
50130 - Telephone & Internet	\$ 2,000.00	1%	
Director's & Officer's	\$ 1,604.00	1%	
General Liability	\$ 2,300.00	2%	
51000 - Outreach/Promotion	\$ 27,650.00	19%	3
51525 - Promotion/Marketing	\$ 15,000.00	11%	
51530 - Banners	\$ 4,000.00	3%	
51535 - Web Site-communications	\$ 800.00	1%	
51545 - Newsletter	\$ 4,000.00	3%	
53000 - Physical Improvements	\$ 58,354.00	41%	4
53135 - Street Cleaning	\$ 20,000.00	14%	
Pressure washing	\$ 12,800.00	9%	
53155 - Tree Trimming & Maintenance	\$ 9,554.00	7%	
53165 - Contingency	\$ 3,000.00	2%	6
Total Expense	\$ 142,000.00	100%	
Net Income	\$ -		

Budget Notes:

- 1 Salaries
- 2 Operations
- 3 Promotions and Marketing
- 4 Beautification
- 5 Note: 46% of the organization's rent is funded by the BID
- 6 Overall organizational reserve set at three months of operating

HBIA
Profit & Loss Budget vs. Actual
 July 2011 through January 2012

				TOTAL		
	Jan 12	Budget	Variance	Jul '11 - Jan 12	Budget	Variance
Income						
40010 · City Fest Income	0.00			132,901.48	130,000.00	2,901.48
40020 · Farmers Market	15,312.68	12,580.00	2,732.68	107,221.30	88,060.00	19,161.30
40030 · SBEP	2,651.15	2,191.00	460.15	12,734.85	10,667.00	2,067.85
40040 · MAD	7,159.69	11,934.00	-4,774.31	65,574.45	73,113.00	-7,538.55
40045 · MAD Reserve	0.00	1,083.00	-1,083.00	0.00	7,581.00	-7,581.00
40050 · BID	6,634.17	8,905.00	-2,270.83	51,809.24	62,352.00	-10,542.76
40060 · PROW	0.00			259.00		
40080 · Newsletter/Advertising	0.00	80.00	-80.00	0.00	560.00	-560.00
40090 · Mardi Gras	25,052.04	0.00	25,052.04	25,778.66	0.00	25,778.66
40110 · Taste	0.00	0.00	0.00	1,180.00	0.00	1,180.00
40115 · Taste 'N Tinis	0.00			18,367.36	17,000.00	1,367.36
40120 · Interest	1.63	100.00	-98.37	135.02	700.00	-564.98
40135 · Hillcrest Hoedown	0.00			39,943.68		
40140 · Banner Space	0.00	300.00	-300.00	0.00	2,100.00	-2,100.00
40145 · Pride Flag	0.00			9,758.00		
40180 · Other Income	0.00	165.00	-165.00	500.00	1,155.00	-655.00
Total Income	56,811.36	37,338.00	19,473.36	466,163.04	393,288.00	72,875.04
Expense						
50000 · Personnel						
50005 · Salaries	12,270.01	9,459.00	2,811.01	78,926.02	69,721.00	9,205.02
50025 · Employer Taxes - Federal	1,012.28	971.00	41.28	6,216.45	6,475.00	-258.55
50030 · Employer Taxes - State	760.74	476.00	284.74	1,194.74	476.00	718.74
50035 · Health Insurance	0.00	525.00	-525.00	2,900.00	3,675.00	-775.00
50040 · Workers Comp Insurance	0.00	128.00	-128.00	740.14	896.00	-155.86
Total 50000 · Personnel	14,043.03	11,559.00	2,484.03	89,977.35	81,243.00	8,734.35
50045 · Operating						
50050 · Rent Office Space	723.00	725.00	-2.00	5,784.00	5,800.00	-16.00
50055 · Storage	145.00	150.00	-5.00	1,015.00	1,050.00	-35.00
50060 · Accounting	1,507.50	1,500.00	7.50	10,547.56	10,500.00	47.56
50065 · Audit	2,000.00			6,000.00	7,500.00	-1,500.00
50070 · Equipment Purchase	0.00	225.00	-225.00	1,155.50	1,575.00	-419.50
50075 · Intern/Consultant	0.00	700.00	-700.00	4,231.00	4,900.00	-669.00

HBIA
Profit & Loss Budget vs. Actual
 July 2011 through January 2012

				TOTAL		
	Jan 12	Budget	Variance	Jul '11 - Jan 12	Budget	Variance
50080 · Bank & Credit Card Charges	59.84	50.00	9.84	163.22	350.00	-186.78
50085 · Repair and Maintenance	70.00	100.00	-30.00	1,043.32	700.00	343.32
50090 · Office Supplies	634.00	266.00	368.00	2,288.24	1,862.00	426.24
50095 · Postage and Delivery	0.00	42.00	-42.00	88.00	294.00	-206.00
50100 · Printing/Photocopy	0.00	340.00	-340.00	2,813.31	2,380.00	433.31
50120 · Meetings	0.00	250.00	-250.00	867.97	1,750.00	-882.03
50125 · Legal	0.00	333.00	-333.00	118.50	2,331.00	-2,212.50
50130 · Telephone & Internet	560.10	445.00	115.10	3,713.26	3,115.00	598.26
50135 · Parking/Mileage	200.00	200.00	0.00	1,452.99	1,400.00	52.99
50140 · Depreciation	0.00	100.00	-100.00	433.25	700.00	-266.75
50330 · D & O / Liability Insurance	793.54			5,540.23	5,938.00	-397.77
Total 50045 · Operating	6,692.98	5,426.00	1,266.98	47,255.35	52,145.00	-4,889.65
51000 · Neighborhood/Promotion						
51520 · City Fest	0.00			92,999.19	87,000.00	5,999.19
51525 · Promotion/Marketing	117.71	1,250.00	-1,132.29	1,727.27	8,750.00	-7,022.73
51526 · Taste	0.00	0.00	0.00	200.00	0.00	200.00
51527 · Taste 'N Tinis	913.12			14,206.85	15,000.00	-793.15
51528 · Amazing High Heel Race	0.00			5,000.00		
51530 · Banners	818.95	502.00	316.95	2,218.95	3,514.00	-1,295.05
51535 · Web Site	0.00	138.00	-138.00	440.81	966.00	-525.19
51540 · Business Mixers	0.00	320.00	-320.00	600.64	2,240.00	-1,639.36
51545 · Newsletter	0.00	492.00	-492.00	2,424.93	3,444.00	-1,019.07
51555 · Farmer's Market	375.00	1,233.00	-858.00	17,440.95	9,759.00	7,681.95
51570 · Hillcrest Hoedown.	650.00			41,462.06		
51575 · Pride Flag Project	0.00			9,758.00		
Total 51000 · Neighborhood/Promotion	2,874.78	3,935.00	-1,060.22	188,479.65	130,673.00	57,806.65
53000 · Physical Improvements						
53125 · Hillcrest Sign Utilities/Maint.	61.22	100.00	-38.78	300.95	700.00	-399.05
53130 · Security	3,325.97	3,000.00	325.97	22,759.86	21,000.00	1,759.86
53135 · Street Cleaning	4,505.00	3,909.00	596.00	25,464.00	27,363.00	-1,899.00
53137 · Pressure Washing	0.00	3,975.00	-3,975.00	10,200.67	15,275.00	-5,074.33
53150 · Dumpsters	303.87	300.00	3.87	2,752.09	2,100.00	652.09
53155 · Tree Trimming & Maintenance	425.00	1,946.00	-1,521.00	29,497.39	13,622.00	15,875.39

HBIA
Profit & Loss Budget vs. Actual
 July 2011 through January 2012

				TOTAL		
	Jan 12	Budget	Variance	Jul '11 - Jan 12	Budget	Variance
53160 - Capital Projects	0.00	5,000.00	-5,000.00	14,018.16	31,000.00	-16,981.84
53165 - Contingency	0.00	4,558.00	-4,558.00	40,035.45	41,553.00	-1,517.55
53170 - Mardi Gras	877.00			1,558.00		
Total 53000 - Physical Improvements	<u>9,498.06</u>	<u>22,788.00</u>	<u>-13,289.94</u>	<u>146,586.57</u>	<u>152,613.00</u>	<u>-6,026.43</u>
Total Expense	<u>33,108.85</u>	<u>43,708.00</u>	<u>-10,599.15</u>	<u>472,298.92</u>	<u>416,674.00</u>	<u>55,624.92</u>
	<u>23,702.51</u>	<u>-6,370.00</u>	<u>30,072.51</u>	<u>-6,135.88</u>	<u>-23,386.00</u>	<u>17,250.12</u>

HBIA
Balance Sheet
As of January 31, 2012

	Jan 31, 12
ASSETS	
Current Assets	
Checking/Savings	
10020 - CHASE - Checking	63,694.39
10025 - CA. Bank & Trust	6,504.20
10035 - Comerica - Checking	220,714.76
10040 - CHASE - Money Market	
General	7,474.28
Pride Flag	11,208.49
Total 10040 - CHASE - Money Market	18,682.77
Total Checking/Savings	309,596.12
Accounts Receivable	
12000 - Accounts Receivable	27,492.00
Total Accounts Receivable	27,492.00
Other Current Assets	
10115 - SBEP City Services	4,940.90
10125 - MAD Receivable	18,670.49
10135 - City Fest Receivable	19,300.48
10145 - Farmers Market Receivable	3,797.60
10155 - Prepaid Expense	3,072.57
10165 - Workers Compensation Deposit	842.00
Total Other Current Assets	50,624.04
Total Current Assets	387,712.16
Fixed Assets	
10200 - Office Furniture & Equipment	13,139.00
10220 - Accumulated Depreciation	-12,012.55
Total Fixed Assets	1,126.45
TOTAL ASSETS	388,838.61
 LIABILITIES & EQUITY	

HBIA
Balance Sheet
As of January 31, 2012

	<u>Jan 31, 12</u>
Liabilities	
Current Liabilities	
Other Current Liabilities	
20215 · BID Assessment	1,905.22
20225 · SBEP Advance	11,569.15
20235 · City Fest Deferred Revenue	766.48
20245 · Pride Flag Deferred Revenue	5,242.00
21000 · Payroll Liabilities	
FUTA Payable	73.62
Vacation Payable	<u>2,073.74</u>
Total 21000 · Payroll Liabilities	<u>2,147.36</u>
Total Other Current Liabilities	<u>21,630.21</u>
Total Current Liabilities	<u>21,630.21</u>
Total Liabilities	21,630.21
Equity	
31100 · Unrestricted Net Assets	373,344.28
Net Income	<u>-6,135.88</u>
Total Equity	<u>367,208.40</u>
TOTAL LIABILITIES & EQUITY	<u><u>388,838.61</u></u>

HBIA
Profit & Loss Budget vs. Actual
 July 2011 through January 2012

				TOTAL		
	Jan 12	Budget	Variance	Jul '11 - Jan 12	Budget	Variance
Income						
40010 · City Fest Income	0.00			132,901.48	130,000.00	2,901.48
40020 · Farmers Market	15,312.68	12,580.00	2,732.68	107,221.30	88,060.00	19,161.30
40030 · SBEP	2,651.15	2,191.00	460.15	12,734.85	10,667.00	2,067.85
40040 · MAD	7,159.69	11,934.00	-4,774.31	65,574.45	73,113.00	-7,538.55
40045 · MAD Reserve	0.00	1,083.00	-1,083.00	0.00	7,581.00	-7,581.00
40050 · BID	6,634.17	8,905.00	-2,270.83	51,809.24	62,352.00	-10,542.76
40060 · PROW	0.00			259.00		
40080 · Newsletter/Advertising	0.00	80.00	-80.00	0.00	560.00	-560.00
40090 · Mardi Gras	25,052.04	0.00	25,052.04	25,778.66	0.00	25,778.66
40110 · Taste	0.00	0.00	0.00	1,180.00	0.00	1,180.00
40115 · Taste 'N Tinis	0.00			18,367.36	17,000.00	1,367.36
40120 · Interest	1.63	100.00	-98.37	135.02	700.00	-564.98
40135 · Hillcrest Hoedown	0.00			39,943.68		
40140 · Banner Space	0.00	300.00	-300.00	0.00	2,100.00	-2,100.00
40145 · Pride Flag	0.00			9,758.00		
40180 · Other Income	0.00	165.00	-165.00	500.00	1,155.00	-655.00
Total Income	56,811.36	37,338.00	19,473.36	466,163.04	393,288.00	72,875.04
Expense						
50000 · Personnel						
50005 · Salaries	12,270.01	9,459.00	2,811.01	78,926.02	69,721.00	9,205.02
50025 · Employer Taxes - Federal	1,012.28	971.00	41.28	6,216.45	6,475.00	-258.55
50030 · Employer Taxes - State	760.74	476.00	284.74	1,194.74	476.00	718.74
50035 · Health Insurance	0.00	525.00	-525.00	2,900.00	3,675.00	-775.00
50040 · Workers Comp Insurance	0.00	128.00	-128.00	740.14	896.00	-155.86
Total 50000 · Personnel	14,043.03	11,559.00	2,484.03	89,977.35	81,243.00	8,734.35
50045 · Operating						
50050 · Rent Office Space	723.00	725.00	-2.00	5,784.00	5,800.00	-16.00
50055 · Storage	145.00	150.00	-5.00	1,015.00	1,050.00	-35.00
50060 · Accounting	1,507.50	1,500.00	7.50	10,547.56	10,500.00	47.56
50065 · Audit	2,000.00			6,000.00	7,500.00	-1,500.00
50070 · Equipment Purchase	0.00	225.00	-225.00	1,155.50	1,575.00	-419.50
50075 · Intern/Consultant	0.00	700.00	-700.00	4,231.00	4,900.00	-669.00

HBIA
Profit & Loss Budget vs. Actual
 July 2011 through January 2012

				TOTAL		
	Jan 12	Budget	Variance	Jul '11 - Jan 12	Budget	Variance
50080 · Bank & Credit Card Charges	59.84	50.00	9.84	163.22	350.00	-186.78
50085 · Repair and Maintenance	70.00	100.00	-30.00	1,043.32	700.00	343.32
50090 · Office Supplies	634.00	266.00	368.00	2,288.24	1,862.00	426.24
50095 · Postage and Delivery	0.00	42.00	-42.00	88.00	294.00	-206.00
50100 · Printing/Photocopy	0.00	340.00	-340.00	2,813.31	2,380.00	433.31
50120 · Meetings	0.00	250.00	-250.00	867.97	1,750.00	-882.03
50125 · Legal	0.00	333.00	-333.00	118.50	2,331.00	-2,212.50
50130 · Telephone & Internet	560.10	445.00	115.10	3,713.26	3,115.00	598.26
50135 · Parking/Mileage	200.00	200.00	0.00	1,452.99	1,400.00	52.99
50140 · Depreciation	0.00	100.00	-100.00	433.25	700.00	-266.75
50330 · D & O / Liability Insurance	793.54			5,540.23	5,938.00	-397.77
Total 50045 · Operating	6,692.98	5,426.00	1,266.98	47,255.35	52,145.00	-4,889.65
51000 · Neighborhood/Promotion						
51520 · City Fest	0.00			92,999.19	87,000.00	5,999.19
51525 · Promotion/Marketing	117.71	1,250.00	-1,132.29	1,727.27	8,750.00	-7,022.73
51526 · Taste	0.00	0.00	0.00	200.00	0.00	200.00
51527 · Taste 'N Tinis	913.12			14,206.85	15,000.00	-793.15
51528 · Amazing High Heel Race	0.00			5,000.00		
51530 · Banners	818.95	502.00	316.95	2,218.95	3,514.00	-1,295.05
51535 · Web Site	0.00	138.00	-138.00	440.81	966.00	-525.19
51540 · Business Mixers	0.00	320.00	-320.00	600.64	2,240.00	-1,639.36
51545 · Newsletter	0.00	492.00	-492.00	2,424.93	3,444.00	-1,019.07
51555 · Farmer's Market	375.00	1,233.00	-858.00	17,440.95	9,759.00	7,681.95
51570 · Hillcrest Hoedown.	650.00			41,462.06		
51575 · Pride Flag Project	0.00			9,758.00		
Total 51000 · Neighborhood/Promotion	2,874.78	3,935.00	-1,060.22	188,479.65	130,673.00	57,806.65
53000 · Physical Improvements						
53125 · Hillcrest Sign Utilities/Maint.	61.22	100.00	-38.78	300.95	700.00	-399.05
53130 · Security	3,325.97	3,000.00	325.97	22,759.86	21,000.00	1,759.86
53135 · Street Cleaning	4,505.00	3,909.00	596.00	25,464.00	27,363.00	-1,899.00
53137 · Pressure Washing	0.00	3,975.00	-3,975.00	10,200.67	15,275.00	-5,074.33
53150 · Dumpsters	303.87	300.00	3.87	2,752.09	2,100.00	652.09
53155 · Tree Trimming & Maintenance	425.00	1,946.00	-1,521.00	29,497.39	13,622.00	15,875.39

HBIA
Profit & Loss Budget vs. Actual
 July 2011 through January 2012

				TOTAL		
	Jan 12	Budget	Variance	Jul '11 - Jan 12	Budget	Variance
53160 - Capital Projects	0.00	5,000.00	-5,000.00	14,018.16	31,000.00	-16,981.84
53165 - Contingency	0.00	4,558.00	-4,558.00	40,035.45	41,553.00	-1,517.55
53170 - Mardi Gras	877.00			1,558.00		
Total 53000 - Physical Improvements	<u>9,498.06</u>	<u>22,788.00</u>	<u>-13,289.94</u>	<u>146,586.57</u>	<u>152,613.00</u>	<u>-6,026.43</u>
Total Expense	<u>33,108.85</u>	<u>43,708.00</u>	<u>-10,599.15</u>	<u>472,298.92</u>	<u>416,674.00</u>	<u>55,624.92</u>
	<u>23,702.51</u>	<u>-6,370.00</u>	<u>30,072.51</u>	<u>-6,135.88</u>	<u>-23,386.00</u>	<u>17,250.12</u>

HBIA
Profit & Loss by Class
 July 2011 through January 2012

	<u>110 GENERAL</u>	<u>210 CITY FEST</u>	<u>410 BID CONTRACT</u>	<u>510 MAD</u>	<u>610 SBEP</u>	<u>TOTAL</u>
Income						
40010 - City Fest Income						
Beer & Wine	0.00	25,154.00	0.00	0.00	0.00	25,154.00
Booth	0.00	63,293.00	0.00	0.00	0.00	63,293.00
Grants						
Commission for Arts & Culture	0.00	10,000.00	0.00	0.00	0.00	10,000.00
SBEP City Services	0.00	9,300.48	0.00	0.00	0.00	9,300.48
Total Grants	<u>0.00</u>	<u>19,300.48</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>19,300.48</u>
Sponsorship						
All Seasons	0.00	1,500.00	0.00	0.00	0.00	1,500.00
Brighter Concepts	0.00	1,500.00	0.00	0.00	0.00	1,500.00
Carmel Partners	0.00	1,750.00	0.00	0.00	0.00	1,750.00
Coamerica	0.00	2,000.00	0.00	0.00	0.00	2,000.00
Coors	0.00	10,000.00	0.00	0.00	0.00	10,000.00
DCSS	0.00	500.00	0.00	0.00	0.00	500.00
Devcon	0.00	1,500.00	0.00	0.00	0.00	1,500.00
PETCO	0.00	1,500.00	0.00	0.00	0.00	1,500.00
Scott Becker	0.00	404.00	0.00	0.00	0.00	404.00
Three Day Blinds	0.00	1,500.00	0.00	0.00	0.00	1,500.00
Young's Market	0.00	3,000.00	0.00	0.00	0.00	3,000.00
Total Sponsorship	<u>0.00</u>	<u>25,154.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>25,154.00</u>
Total 40010 - City Fest Income	0.00	132,901.48	0.00	0.00	0.00	132,901.48
40020 - Farmers Market	107,221.30	0.00	0.00	0.00	0.00	107,221.30
40030 - SBEP	0.00	0.00	0.00	0.00	12,734.85	12,734.85
40040 - MAD	0.00	0.00	0.00	65,574.45	0.00	65,574.45
40050 - BID	0.00	0.00	51,809.24	0.00	0.00	51,809.24
40060 - PROW	259.00	0.00	0.00	0.00	0.00	259.00
40090 - Mardi Gras	25,778.66	0.00	0.00	0.00	0.00	25,778.66
40110 - Taste	1,180.00	0.00	0.00	0.00	0.00	1,180.00
40115 - Taste 'N Tinis	18,367.36	0.00	0.00	0.00	0.00	18,367.36
40120 - Interest	135.02	0.00	0.00	0.00	0.00	135.02
40135 - Hillcrest Hoedown	39,943.68	0.00	0.00	0.00	0.00	39,943.68
40145 - Pride Flag	9,758.00	0.00	0.00	0.00	0.00	9,758.00

HBIA
Profit & Loss by Class
 July 2011 through January 2012

	<u>110 GENERAL</u>	<u>210 CITY FEST</u>	<u>410 BID CONTRACT</u>	<u>510 MAD</u>	<u>610 SBEP</u>	<u>TOTAL</u>
40180 - Other Income	500.00	0.00	0.00	0.00	0.00	500.00
Total Income	203,143.02	132,901.48	51,809.24	65,574.45	12,734.85	466,163.04
Expense						
50000 - Personnel						
50005 - Salaries	46,705.35	0.00	20,537.13	0.00	11,683.54	78,926.02
50025 - Employer Taxes - Federal	3,718.47	0.00	1,590.30	0.00	907.68	6,216.45
50030 - Employer Taxes - State	852.57	0.00	198.54	0.00	143.63	1,194.74
50035 - Health Insurance	2,900.00	0.00	0.00	0.00	0.00	2,900.00
50040 - Workers Comp Insurance	444.08	0.00	296.06	0.00	0.00	740.14
Total 50000 - Personnel	54,620.47	0.00	22,622.03	0.00	12,734.85	89,977.35
50045 - Operating						
50050 - Rent Office Space	3,113.00	0.00	2,671.00	0.00	0.00	5,784.00
50055 - Storage	1,015.00	0.00	0.00	0.00	0.00	1,015.00
50060 - Accounting	10,547.56	0.00	0.00	0.00	0.00	10,547.56
50065 - Audit	0.00	0.00	2,625.00	3,375.00	0.00	6,000.00
50070 - Equipment Purchase	1,155.50	0.00	0.00	0.00	0.00	1,155.50
50075 - Intern/Consultant	4,231.00	0.00	0.00	0.00	0.00	4,231.00
50080 - Bank & Credit Card Charges	163.22	0.00	0.00	0.00	0.00	163.22
50085 - Repair and Maintenance	1,043.32	0.00	0.00	0.00	0.00	1,043.32
50090 - Office Supplies	1,815.01	0.00	473.23	0.00	0.00	2,288.24
50095 - Postage and Delivery	88.00	0.00	0.00	0.00	0.00	88.00
50100 - Printing/Photocopy	1,927.51	0.00	885.80	0.00	0.00	2,813.31
50120 - Meetings	867.97	0.00	0.00	0.00	0.00	867.97
50125 - Legal	118.50	0.00	0.00	0.00	0.00	118.50
50130 - Telephone & Internet	2,551.26	0.00	1,162.00	0.00	0.00	3,713.26
50135 - Parking/Mileage	1,452.99	0.00	0.00	0.00	0.00	1,452.99
50140 - Depreciation	433.25	0.00	0.00	0.00	0.00	433.25
50330 - D & O / Liability Insurance	5,215.23	0.00	325.00	0.00	0.00	5,540.23
Total 50045 - Operating	35,738.32	0.00	8,142.03	3,375.00	0.00	47,255.35
51000 - Neighborhood/Promotion						
51525 - Promotion/Marketing	1,527.27	0.00	200.00	0.00	0.00	1,727.27
51526 - Taste	200.00	0.00	0.00	0.00	0.00	200.00
51527 - Taste 'N Tinis	14,206.85	0.00	0.00	0.00	0.00	14,206.85

HBIA
Profit & Loss by Class
 July 2011 through January 2012

	<u>110 GENERAL</u>	<u>210 CITY FEST</u>	<u>410 BID CONTRACT</u>	<u>510 MAD</u>	<u>610 SBEP</u>	<u>TOTAL</u>
51528 - Amazing High Heel Race	5,000.00	0.00	0.00	0.00	0.00	5,000.00
51530 - Banners	811.95	0.00	1,407.00	0.00	0.00	2,218.95
51535 - Web Site	440.81	0.00	0.00	0.00	0.00	440.81
51540 - Business Mixers	600.64	0.00	0.00	0.00	0.00	600.64
51545 - Newsletter	1,850.98	0.00	573.95	0.00	0.00	2,424.93
51555 - Farmer's Market	17,440.95	0.00	0.00	0.00	0.00	17,440.95
51570 - Hillcrest Hoedown.	41,462.06	0.00	0.00	0.00	0.00	41,462.06
51575 - Pride Flag Project	9,758.00	0.00	0.00	0.00	0.00	9,758.00
Total 51000 - Neighborhood/Promotion	<u>93,299.51</u>	<u>0.00</u>	<u>2,180.95</u>	<u>0.00</u>	<u>0.00</u>	<u>95,480.46</u>
51520 - City Fest						
Advertising	150.00	5,443.34	0.00	0.00	0.00	5,593.34
Ambulance	0.00	1,440.00	0.00	0.00	0.00	1,440.00
BID Crew & Equipment	0.00	2,381.33	0.00	0.00	0.00	2,381.33
City Fees (SDPD/Fire)	0.00	13,611.40	0.00	0.00	0.00	13,611.40
Cleaning Fees	0.00	699.50	0.00	0.00	0.00	699.50
Concessions	0.00	6,768.38	0.00	0.00	0.00	6,768.38
Entertainment	0.00	8,072.50	0.00	0.00	0.00	8,072.50
Equipment Rental	0.00	1,907.48	0.00	0.00	0.00	1,907.48
Event Management	0.00	9,990.03	0.00	0.00	0.00	9,990.03
Ice Trailer	0.00	660.66	0.00	0.00	0.00	660.66
Permits	0.00	464.00	0.00	0.00	0.00	464.00
Power	0.00	5,408.86	0.00	0.00	0.00	5,408.86
Promotions	0.00	1,274.31	0.00	0.00	0.00	1,274.31
Radios	0.00	285.00	0.00	0.00	0.00	285.00
Rentals	0.00	5,906.78	0.00	0.00	0.00	5,906.78
Safety Equipment	0.00	3,476.77	0.00	0.00	0.00	3,476.77
Security	0.00	6,176.54	0.00	0.00	0.00	6,176.54
Shuttle Services	0.00	1,195.73	0.00	0.00	0.00	1,195.73
Sound & Lights	0.00	6,140.00	0.00	0.00	0.00	6,140.00
Staging	0.00	4,920.00	0.00	0.00	0.00	4,920.00
Supplies/Printing	0.00	2,289.24	0.00	0.00	0.00	2,289.24
Toilets/Sinks	0.00	4,337.34	0.00	0.00	0.00	4,337.34
Total 51520 - City Fest	<u>150.00</u>	<u>92,849.19</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>92,999.19</u>
53000 - Physical Improvements						

HBIA
Profit & Loss by Class
 July 2011 through January 2012

	<u>110 GENERAL</u>	<u>210 CITY FEST</u>	<u>410 BID CONTRACT</u>	<u>510 MAD</u>	<u>610 SBEP</u>	<u>TOTAL</u>
53125 · Hillcrest Sign Utilities/Maint.	0.00	0.00	0.00	300.95	0.00	300.95
53130 · Security	0.00	0.00	0.00	22,759.86	0.00	22,759.86
53135 · Street Cleaning	5,276.30	0.00	6,913.72	13,273.98	0.00	25,464.00
53137 · Pressure Washing	0.00	0.00	4,138.67	6,062.00	0.00	10,200.67
53150 · Dumpsters	2,227.09	0.00	0.00	525.00	0.00	2,752.09
53155 · Tree Trimming & Maintenance	6,167.89	0.00	7,811.84	15,517.66	0.00	29,497.39
53160 · Capital Projects	10,258.16	0.00	0.00	3,760.00	0.00	14,018.16
53165 · Contingency	40,035.45	0.00	0.00	0.00	0.00	40,035.45
53170 · Mardi Gras	1,558.00	0.00	0.00	0.00	0.00	1,558.00
Total 53000 · Physical Improvements	<u>65,522.89</u>	<u>0.00</u>	<u>18,864.23</u>	<u>62,199.45</u>	<u>0.00</u>	<u>146,586.57</u>
Total Expense	<u>249,331.19</u>	<u>92,849.19</u>	<u>51,809.24</u>	<u>65,574.45</u>	<u>12,734.85</u>	<u>472,298.92</u>
Net Income	<u><u>-46,188.17</u></u>	<u><u>40,052.29</u></u>	<u><u>0.00</u></u>	<u><u>0.00</u></u>	<u><u>0.00</u></u>	<u><u>-6,135.88</u></u>



Hillcrest Business Association
 Board of Directors Meeting
 Public Meeting
 March 13, 2012, 5pm
 Joyce Beers Center, 1230 Cleveland Ave., San Diego CA 92103

AGENDA

Call to order and introductions	N. Moede	2 minutes
Public comment (1 minute per speaker)		5 minutes
Reports:		
a) President's report	N. Moede	5 minutes
b) Executive Director's report	B. Nicholls	5 minutes
Consent items (action):	N. Moede	5 minutes
a) Approval of minutes ¹		
b) Approval of organizational financials ²		
Action items:		
a) Endorsement of Pride Flag Monument project	N. Moede	10 minutes
b) Approval of flag installation, concrete and foundation contract for pride flag ³	M. Brennan	5 minutes
c) Sale agreement for Hillcrest Sign ⁴	N. Moede	5 minutes
d) Discussion concerning sending representatives to National Main Street Conference	B. Nicholls	5 minutes
a) Agreement to partner with 'Urb-en' group on event	B. Nicholls	10 minutes
b) Request to partner with GSBDA on concierge scavenger hunt event	A. Capano	5 minutes
c) Request to support changing Blaine St. to Harvey Milk St.	N. Moede	5 minutes
d) Approval of updated BID Budget ⁵	G. Younger	
Information items:		
e) UCSD presentation concerning mobility changes	Z. Schlagel	10 minutes
f) Parking Committee report	M. Moede	5 minutes
g) Marketing Committee report	A. Capano	5 minutes
h) Mardi Gras Committee report	B. Nicholls	5 minutes

Attachments:



-
- | | |
|-----------------------------------|---|
| 1. February 2012 minutes | 4. Sale agreement for 1984 Hillcrest sign |
| 2. January 2012 financials | 5. Updated FY13 BID budget |
| 3. Contract for flag construction | |
-



BOARD OF DIRECTORS MEETING MINUTES

Tuesday, February 14, 2012
Joyce Beers Community Center
1220 Cleveland Ave., San Diego, CA 92103

Board members in attendance: Ron Baranov, Michael Brennan, Amy Capano, Jillian DiCola, Pete Katz, Nick Moede, Alonzo Ortiz, Michael Wright, Dalour Younan, Glenn Younger

Board members absent: Reem Ali, Sean Cute, Johnathan Hale

Others in attendance: Ann Garwood, Nancy Younan

Staff in attendance: Mary Joseph, Ben Nicholls, Lisa Weir

- N. Moede called the meeting to order at 5:10 p.m.

Public Comment

- A. Garwood distributed a handout that requests a westbound exit from 163 north and requested the group support the initiative.

President's report

- N. Moede said Hillcrest Mardi Gras will occur next Tuesday, February 21, 2012. He stated that there will be a big dance stage this year and invited the group to volunteer for the day of the event.

Executive Directors report

- B. Nicholls reported that staff have been working with the Uptown Community Parking District (UCPD) on bylaws and selecting a PR company for the district and that the committee has also been working on staffing for the UCPD. He stated that staff presented the Hillcrest Pride Flag at Uptown Planners last week and that staff will be presenting again at the Hillcrest Town Council tonight and that he has been interviewed by four media outlets this week regarding the flag. He stated that sales for the new Hillcrest map "Your Guide to Fabulous" have begun as well as sales for banner sponsor space for the neighborhood street light banners.
- G. Younger asked what the feedback from the Uptown Planners was and if the board had endorsed the flag. B. Nicholls said that the board voted to approve staff time on the project as well as contracts for construction of the flagpole. G. Younger said that he thinks the board still needs to take action on officially endorsing the flag.

Informational items

- N. Moede reported that the Parking Committee is working on the Universal Validation Program and technology suggestions are being discussed while surveying is being done in the neighborhood. He stated that interviews for the parking promotional programs



occurred and that the committee decided on McFarlane Promotions proposal for the promotional work for the parking district.

- A. Capano stated that the Marketing Committee has been working on their FY2012-2013 budget. She said that marketing has been working on the banner sponsor program, the second edition of our street map “Your Guide to Fabulous”, and Hillcrest Farmers Market branding renovations like a new web site and food blogs. She asked the group to save the date for Mardi Gras next Tuesday and the HBA Open House the following Wednesday, February 29 at Luna Grill, 5:30 PM. She stated that the Marketing Committee will meet again on Monday, March 5 at 2:30 PM at Hale Media. .
- B. Nicholls reported on Hillcrest Mardi Gras and stated that promotional activities have been occurring for the event. He invited the group to volunteer and attend the event, which he said would occur one week from tonight.

Action items

- N. Moede presented the consent agenda, which included the January 2012 Board of Directors’ meeting minutes with stated edits and the December 2011 organizational financials.
 - Motion to approve the January 2012 Board of Directors meeting minutes with stated additions and the December 2011 organizational financials. G. Younger / D. Younan. 10/0/0. The motion passed unanimously.
- A. Capano stated that a meeting was held in the community on February 2 to discuss the growing concerns about the “Incense Bandit”. She stated that she thinks increasing security hours would deter the bandit from robbing local stores. She presented the proposal for the expansion of security hours. N. Moede suggests applying a time frame of three months for services to the contract. N. Moede also stated his concern about crime being pushed to the east end of Hillcrest and security services available to compensate for that. A. Garwood suggested the group get in touch with Stonewall. D. Younan stated that we should amend the contract so that it only covers a three month expansion or until his caught and is applied to the core of the Hillcrest business district.
 - Motion to approve the expansion of security hours in the Hillcrest core with the time frame amendment. A. Capano / G. Younger. 10/0/0. The motion passed unanimously.
- A. Capano stated that at the community meeting she attended the group suggested doubling the reward for the “Incense Bandit”. N. Moede stated that he wanted the group to take into consideration the precedent that the HBA would be setting by contributing to this reward. A discussion occurred regarding the pros and cons of the HBA donating a reward.
 - Motion to donate \$1,000 reward towards the SD Crime Stoppers “Incense Bandit” reward. A. Capano / G. Younger. 8/0/2. M. Wright and J. Ortiz abstained. The motion passed.



- B. Nicholls stated that the 1984 Hillcrest Sign was auctioned online and Obelisk bookstore was the winner. He presented the sale agreement for the 1984 Hillcrest Sign. A discussion occurred regarding the sale agreement for the 1984 Hillcrest Sign. N. Moede stated that there are no clear repercussions for breaking the agreement regarding sign ownership and the agreement needs to be stronger. The motion is called into question and withdrawn. The 1984 Hillcrest Sign sale agreement is sent back to Executive Committee.

The meeting adjourned at 6:20 p.m.

Agreement of sale for 1984 Hillcrest sign

This agreement is made by and entered into between Obelisk Bookstore (Buyer), and Hillcrest Business Association (HBA).

Whereas, the façade of the Hillcrest sign was installed in 1984 and removed in 2011, from the structure at Fifth Ave. and University Ave.,

Whereas, the HBA is selling the façade of the 1984 Hillcrest Sign,

Whereas, the Buyer successfully won the right to contract with the HBA to purchase the sign through an auction process,

Now, therefore, in the parties agree as follows:

Buyer agrees to:

1. pay the HBA \$5,200 within 14 days of signing this agreement
2. take full custody and responsibility of and for the 1984 Hillcrest Sign at time of signing
3. hold harmless the HBA for the responsibility or liability from the 1984 Hillcrest sign at time of signing
4. display the sign in a publicly viewable location before August 30, 2012
5. agree to fully abide by HBA SOP#11 at time of signing (see attached)

Breach of agreement: The parties agree that if any provision of this agreement is not met then the HBA may, at its own option, re-take possession of the sign and the buyer will forfeit their payment. If HBA believes that Buyer is in breach of this agreement, HBA will provide Buyer with a Notice to Cure Default and Buyer will have ten (10) days from receipt of said Notice to cure the default. Once the ten (10) days have elapsed and there has been no cure, then HBA will be permitted, at its option, to re-take possession of the 1984 Hillcrest Sign.

Subsequent sale or transfer of ownership:

The parties agree that if the sign is subsequently sold or ownership is transferred to a third party, within the period ten (10) years of the date of this agreement, then the HBA will be entitled to receive all payments gained by the subsequent sale.

The parties also agree that if the sign is subsequently sold to a third party then Buyer shall ensure that the contract of sale or transference to the third party includes provisions whereby the third party agrees to shall be bound by the tenants-terms of this agreement.

Term: The agreement is effective upon execution and at time of signing and will terminate ten years from the signing date.

Arbitration. If a dispute arises out of or relates to this Agreement, or the breach thereof, the parties agree first to try in good faith to resolve the dispute by mediation administered by the American Arbitration Association under its Rules, before resorting to arbitration. Thereafter, any unresolved controversy or claim arising out of or relating to this Agreement, or breach thereof, shall be resolved by arbitration administered by the American Arbitration Association in accordance with its Arbitration Rules, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof pursuant to applicable law. In any dispute the prevailing party will be entitled to all reasonable

costs and attorney's fees.

Indemnification: The Buyer or its successors or assigns shall indemnify, hold harmless, and defend the HBA, their officers, elected official and employees, and each of them, of and from, and against all claims, demands, liens, judgments or otherwise for death or injury to any person or damage to property whatsoever that might happen or occur as a result of Buyer's performance of the Agreement.

Entire agreement: This Agreement represents the entire understanding of the Buyer and the Hillcrest Business Association as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. Any subsequent modification of this agreement must be in writing signed by an authorized representative of the HBA.

This agreement is executed by the Buyer and by the Hillcrest Business Association.

Hillcrest Business Association

By:

Name:

Address:

Date:

Buyer

By:

Name:

Title:

Date: