

# Attachment A

## LAGUNA SECA RECREATION AREA "LSRA"

### Facility Use Agreement

This Master Facility Use Agreement ("Agreement") is made and entered into as of August 1, 2023 by and between the COUNTY OF MONTEREY, hereafter referred to as "COUNTY", and GRIDLIFE, an Illinois limited liability company, owner and operator of the "GRIDLIFE," hereafter referred to as the "Series", relative to a racing and festival event at the WeatherTech® Raceway at Laguna Seca located at Laguna Seca Recreation Area and related facilities. Series and COUNTY may be referred to herein as "party", or collectively as the "parties."

WHEREAS, COUNTY owns and operates the WRLS located at LSRA; and

WHEREAS, Series desires to utilize the WeatherTech® Raceway at Laguna Seca (WRLS) located at the Laguna Seca Recreation Area (LSRA) facility to promote and conduct a spectator racing and concert event; and

WHEREAS, COUNTY is willing to grant to Series a license to use the LSRA and all its areas and facilities, except for ranges, maintenance, and office facilities, or as noted in this Agreement.

WHEREAS, the Parties desire to enter into a Facility Use Agreement to produce a spectator racing and concert event.

NOW, THEREFORE, the Parties agree as follows:

### **AGREEMENT**

#### Articles of Definitions:

1. "Agreement" means this Facility Use Agreement.
2. "Army Deed" means that certain quitclaim deed from the United States Government to County dated October 31, 1974 and recorded in Monterey County Official Records at Reel 944 Page 1077, conveying LSRA to County, as amended on August 6, 1986 and recorded in Monterey County Official Records at Reel 2012 Page 235, and on January 21, 2000 by Document No. 2000082485, Monterey County Official Records.
3. "County" means the County of Monterey.
4. "Series" means GRIDLIFE, an Illinois limited liability company, owner and operator of the "GRIDLIFE".

5. "County Representative" means the person designated by the County Administrative Officer for contract management purposes as described in Section XIII.
6. "LSRA" means the WeatherTech® Raceway at Laguna Seca located in the Laguna Seca Recreation Area.
7. "Party" means County or Series singularly; "Parties" means County and Series jointly.
8. "Manager". In its discretion, the County may designate a Manager to act on behalf of the County with respect to the obligations and responsibilities set forth in this Agreement. Manager appointed by County may operate, manage, and maintain the facility for and on behalf of County. Series acknowledges that a County appointed Manager is the County's onsite manager for the facility and Series shall follow direction from Manager regarding daily use and operations of the facility.

### **SECTION I – USE OF FACILITIES**

- A. Series will be allowed to use the entire LSRA facility, excluding ranges, maintenance, office facilities and campgrounds, for a medium sized racing and music event to be held on Friday, Saturday and Sunday, (with the music portion occurring on Friday and Saturday only) as set forth in Section II below. Event will include music, family activities, and full track activity with a portion of the on-track activity still pending COUNTY approval.
- B. Under this Agreement, the COUNTY shall provide the necessary Track Personnel for the daily preparations required for on track events to include track cleaning prior to the track being released to Series.
- C. In addition to the actual days that the racing event is being held, as set forth in Section II below, Series shall have access to the indicated LSRA facilities according to the schedule below.
  - 1) Two (2) Unlimited Sound days and one (1) 105dB day for the track and music event. Series to notify County which event days will be Unlimited Sound no later than August 1, 2023.
  - 2) The Lakebed Special Event Area (including Hospitality Island, Turn 2 parking and Turn 4 shelf) shall be available to Series beginning at 6:00am on October 16, 2023 for set-up and such availability shall conclude and terminate at 6:00pm on October 23, 2023. Series shall not disrupt any other pre-rented track or paddock activities during this period. Series to hold a concert on October 20-21 in the Lakebed. Noise shall not exceed 90dB and music shall end by 9:00pm.
  - 3) Parking shall be made available at Red 9, Wolf Hill and Blue 2. Areas shall be available to Series at 6:00am on October 16, 2023 for set-up and such availability shall conclude and terminate at 6:00pm on October 23, 2023. Series shall not

disrupt any other pre-rented track or paddock activities during this period.

- 4) The Turn 3 double decker chalet shall be made available to Series for a flat fee of \$3,000 from 6:00am October 19<sup>th</sup> through October 23<sup>rd</sup> at 6:00pm. Fee does not include HVAC system. If structure is used the Series is responsible to rent an HVAC system through the track approved supplier. Rental fee includes County owned furniture that Series has the option of using but it is not a requirement. Series may bring in outside furniture and must notify LSRA Manager if any furniture needs to be removed a minimum of 60 days in advance. Additional days needed for set up or load out will be charged at \$250 per day. COUNTY will do the initial furniture setup per a diagram given by the Series a minimum of 7 days in advance if County owed furniture is requested by Series. If the furniture needs to be reset by LSRA staff after the initial set up an additional fee will be applicable based on hourly pricing in Appendix A. COUNTY will have the structure cleaned prior to turning it over to the Series as well as after the Series is done using the structure. Series is responsible for arranging cleaning services through a track approved vendor during the event. Series is responsible for any damages to the building during the rental period.
- 5) The entire Paddock, Garages and Temporary Garages shall be clean and available to Series beginning at 6:00am on October 19<sup>th</sup>, 2023 for set-up and such availability shall conclude and terminate at 7:00 pm on October 22<sup>nd</sup>, 2023. Series is responsible to arrange cleaning services through a track approved vendor during the event at Series expense. Two Premier Pit Row Suites are included in the Agreement, any additional Suites can be rented at \$1,100 each.
- 6) There will be no paddock load in or access prior to 6:00am on Thursday October 19<sup>th</sup>, 2023. If the Series needs to access the paddock prior, LSRA Manager must give approval and Series must acknowledge that the track renter has priority in the paddock during that time. An additional fee will be charged based on space request.
- 7) For load out, the paddock area which includes the Pit Row garages and temporary garages, are to be cleared at the discretion of the Manager by 7:00pm October 22, 2023. No paddock items to be left behind including but not limited to, race haulers, race cars, tents, tires, etc. Should any race teams need to leave their trailer on site for an extended period of time, they need to coordinate with the Event Operations office and an additional nightly fee will apply with the parking location to be determined. If any Series items, including but not limited to tents, platforms, containers, build debris, etc., remain on property after 7:00pm on October 22, Series will be required to pay \$15,000 per day until the event site is completely cleared, swept, and returned to its pre-event condition as received by Series.
- 8) Tent staking is not allowed. Any tents will need to be weighted with either water barrels or concrete blocks which can be rented through a track approved supplier. If there is any unauthorized tent staking, a charge of \$1,000 per hole will be billed to the Series. Any utility or surface damages caused by tent staking will be the financial

cost of the Series to repair.

- 9) The Racetrack, Stewards Building, Timing and Scoring building, Permanent and Auxiliary Garages, and Triple Tall building shall be available to Series beginning at 6:00am on October 19, 2023 for set-up and such availability shall conclude and terminate at 7:00pm on October 22, 2023. There will not be any other pre-rented or paddock activities during this rental period. Racetrack will be used exclusively for track maintenance on the day leading up to the event. If the Series would like to run any promotional activities during the maintenance day leading up to the event, it will need to be approved by LSRA Management. If approved, LSRA Manager will assist with coordinating the activity with track operations. Series has the option to run a track program on October 19<sup>th</sup> with sound not exceeding 90dB. Series is responsible to coordinate any safety services per LSRA Manager directive for promotional activities as well as cover the expense of the track rental fee and operational expense with all track rental rules including black flag policies apply.
- 10) Series shall submit a preliminary track event schedule to LSRA Manager a minimum of sixty (60) days prior to event and shall include a minimum of a 30-minute lunch break per event day which is to be completed before the start of the 6<sup>th</sup> hour that track staff is on-site. Track activity and engine noise cannot start prior to 8:00am and must conclude no later than 6:00pm on event days. Facility quiet hours of 10:00pm to 7:00am are required.
- 11) Series is responsible to coordinate all on-track safety services including but not limited to ambulance units through American Medical Response (AMR), tow trucks, flaggers, grid workers, dispatchers, and fire and rescue. Series may only use San Francisco Region of the Sports Car Club of America (SCCA) and/or LSRA track staffing and cannot bring in any other outside staffing or emergency service without the written approval of the LSRA Manager. LSRA Manager to be involved in conversations to ensure that all track safety requirements are being met and may request within reason for Series to adjust. All expense is the responsibility of the Series.
- 12) Series to coordinate and provide a minimum of one (1) First Aid station and one (1) Advanced Life Support (ALS) ambulance unit in the paddock during spectator gate hours for each event day, at Series expense.
- 13) The Newman Building 4 Bay garages will be set up as a Media Center. Should the Series wish to use this area, it will be an additional cost of \$1,500 per day. Area may not be used as team garage space. Newman Building 2 Bay space is unavailable to Series.
- 14) The following campsite locations needed will be available to the public for LSRA campers through October 18, 2023. Campgrounds available for the event are: Chaparral, Can Am, and Grand Prix. A total of 302 sites. LSRA Manager will sell sites specifically for event and retain all revenue for camping. During the event dates October 19 – 23, 2023, the park will be closed to the public. Volunteer camping for Series support staff will be made available to Series at the grass area by the restrooms

at the Upper Terrace campgrounds, totaling 40 sites. If additional room is required for volunteers, a reasonable area will be determined by LSRA Manager sixty (60) days prior to the event. A site fee will be applied. LSRA Manager will schedule staff and volunteers to assist in providing direction for registered campers to reserved sites. If COVID-19 protocols remain in effect due to County or State mandates Series will be required to follow.

- 15) Series to handle all general admission and hospitality ticket sales, with the exception of camping. If additional staff is needed, COUNTY to bill back Series for any LSRA non-salary staff and any service clubs utilized. Non-Salary staff to be billed at \$40 per hour and Service Clubs to be billed at \$16 per hour. Series to assign a point of contact to support County Ticketing Office as needed. Series to retain all revenue from general admission and hospitality ticket sales.
  - 16) If Series would like to utilize the Hospitality Pavilion located at Turn 1, it will be rented to Series at an additional fee of \$2,500 for the weekend. This includes one load-in and one load-out day. Any damages during the rental period are the financial responsibility of the Series to repair and building must be returned to pre-event condition it was given. Any service or equipment requirements including but not limited to cleaning, furniture rental, etc. will be at the expense of the Series. If Series chooses to use the COUNTY owned furniture in the building, there is no additional fee. Initial furniture set up request must be given to LSRA Manager a minimum of 7 days in advance and is included in the pricing. Any resetting that needs to be done by LSRA staff will be subject to an additional fee as outlined in Appendix A.
  - 17) All areas of the LSRA made available to Series for use during the event, shall be ready for use by COUNTY or its assigned no later than the day and time indicated in this Agreement; Series shall specifically indemnify and defend COUNTY for any claims or damages for the area(s) not being ready for use on that day and time.
  - 18) The LSRA Souvenir Store has the right to stay open and sell its merchandise. No event merchandise will be created and sold through the Raceway Store without the approval of the Series.
  - 19) On-site café has the right to stay open during the load-in day(s) and the event weekend. If Series would like the café to be closed, a buyout fee may be applicable as determined by Café.
- D. During the days of operating the event, COUNTY will not be engaged in the use of the Racetrack, Paddock, or Lakebed.
- E. LSRA will prepare the facilities and track to the standard of a medium spectator racing event (including but not exclusively, cleanliness, track and facilities safety). Venue will be prepared prior to first day of build out. Series is responsible to return the facility to pre-event condition it was received prior to the first day of build out. If LSRA staff are required to clean debris from the facility, labor and equipment charges will be billed

back to the Series excluding on track areas, with the exception of debris caused from inclement weather or acts of God.

- F. In addition to the permanent facilities, for areas that are open to the public during the event, the COUNTY will provide restroom capacity at the current level provided by the existing permanent restroom structures, portable public units and track units. Series will be responsible to contract with a track approved vendor to clean the permanent restrooms and permanent portable units on site and in use during the event. Series will also be responsible to provide portable chemical toilets and cover cost of rental and servicing of units required on-site to meet the Monterey County Health Department's standards and requirements. VIP areas not accessible to the public during the racing event shall be the responsibility of Series. County to send Series existing areas and chemical toilets that will require service or need to be providing during the event 180 days prior to the event. Should the on-site dumpsters meet the event needs and Monterey Health requirements, Series will not be required to bring in additional dumpsters from Waste Management.
- G. Subject to availability, COUNTY will make available to Series traffic cones and barricades at no additional charge. Series shall be responsible for any damage to said items. Picket fencing can be rented at an additional cost as outlined in Appendix A.
- H. Series shall be responsible for maintaining LSRA from litter and trash during the event excluding the camp sites and shall ensure all Series vendors and contractors meet the requirements for sanitation and litter of their individual areas. Series shall be responsible to provide trash cans, recycle containers, and the appropriate number of ten-yard dumpsters, as required. Series shall be ultimately responsible for collecting and removing litter and trash generated from the event from the LSRA facility and depositing it in dumpsters provided by Series or those available on site within 24 hours following the conclusion of the event. As part of the collection and disposal of trash and litter, Series shall develop and implement a plan to recycle waste products (including but not limited to aluminum, glass, plastic, cardboard, and cooking oils) generated by the event. Series to contract directly with vendor to provide grease barrels for food vendors and caterers as required by Monterey County Health Department. Series shall contract with the track approved vendor to handle trash can distribution and trash collection during the event as well as after the event.
- I. Use of the Laguna Seca Volunteer Association (LSVA) should be coordinated directly with LSRA Manager. Any expense incurred by COUNTY for volunteers or Service Clubs will be billed back to the Series, including but not limited to meal vouchers, gift cards, comp tickets, and hourly rates of pay for Service Clubs. Series to establish a point of contact to coordinate directly with LSVA and Service Clubs prior to and during the event weekend. Laguna Seca Volunteer Coordinator will assist in the coordination and scheduling in cooperation with Series designee. If the Series requires LS Volunteer Coordinator to be on-site during the event weekend or handle responsibilities including but not limited to passing out uniforms, food vouchers, tickets, etc. there will be an additional cost of \$40 per hour.

- J. LSRA managers and salaried staff will be available to support and aid in the planning as it relates to providing information required for permits, vendors for general services and catering, and available during the event for limited operational support. All direct contact with required agencies or vendors to complete tasks will be the responsibility of the Series. If non-exempt staff is required to be on-site during the event weekend or put in overtime to prepare for the event and assist Series, staff hours shall be billed back to the Series at \$40 per hour. LSRA Manager to send an estimated cost to Series sixty (60) days out from the event under the pretense that the pricing may fluctuate depending on LSRA staff requirements.
- K. Series is responsible for booking all on-track safety services except for general track daily maintenance prior to the track turnover for use of Series for the event. AMR, public address system, announcer, trash, sanitation, contracted security, and all other items associated with operating the Event will be at Series expense, excluding permanent utilities such as electrical and water. Should attendance levels require Monterey County Sheriff, California Highway Patrol, local police agencies or Regional Fire support or other services per COUNTY mandates, Series to arrange at Series expense.
- L. If the Turn 11 Hospital is required by the Series to be open and staffed, the COUNTY will arrange staffing and bill back Series for the expense. If emergency helicopter service is required by Series, the COUNTY will arrange and bill back Series for the expense.
- M. Five radios will be loaned to Series to communicate with LSVA and Track Operations personnel. If radios are damaged or not returned to LSRA Manager, there will be a fee of \$500 per radio charged to the Series.
- N. As COUNTY develops additional permanent physical facilities within the LSRA, such as building structures or temporary tent structures, Series will have the option of negotiating with COUNTY for utilization of these additional facilities at that time. COUNTY retains sole right to develop LSRA as COUNTY deems necessary, without consultation with Series. In the event such development impacts current LSRA in a manner that causes Series to be unable to hold its event, Series may seek and be granted relief solely by early termination of this Agreement and in no event shall Series be entitled to any damages of any kind as a result of such termination. Series will be given notice of the potential of such development prior to the development commencing. A new start-finish bridge, site work, and track resurfacing project are expected to be completed by the time the event occurs.
- O. Series will need to work with track approved vendors and caterers for any services on-site. There is an 18% commission due back to the COUNTY by the track approved vendors and caterers on all final bills. Contact information for approved vendors and caterers will be provided. If there is a need that is not met by one of the track approved vendors and another vendor is to be utilized, the Series shall notify and work with LSRA Manager to provide a certificate of insurance based on current COUNTY requirements for vendor and service agreements. If alternative vendor or caterer is needed, a buyout



may be applicable. All permits are the responsibility of the Series and required to be submitted per the terms of this Agreement.

- P. The COUNTY may, in its sole discretion, assign its interests under this Agreement to any concessionaire contracted by the COUNTY to operate all or a portion of the LSRA. Series acknowledges that it will need to cooperate with the future operator(s) of LSRA.

**SECTION II – FACILITY USE DATES AND TERM**

- A. COUNTY shall provide the facilities as described above to Series for the event from October 16, 2023 through October 23, 2023 as a County special event weekend, subject to the LSRA use permit, and the Force Majeure, Section IX, of this Agreement. Series shall conduct the two (2) unlimited sound and one (1) 105dB day event on the following dates: October 20-22, 2023 with an optional day on October 19<sup>th</sup> with sound levels not to exceed 90dB.
- B. Nothing in this Agreement shall in any way alter the COUNTY’s rights or duties as a governmental agency with jurisdiction over LSRA, to act in the manner otherwise permitted or required under applicable laws for the health, safety, and general welfare of the public.

**SECTION III – PAYMENT**

- A. Series shall pay COUNTY a total of \$160,000 for the event under this Agreement. Payments shall be made in the following installments as specified below for use of the facilities and services and under the conditions noted in SECTION I – USE OF FACILITIES of this Agreement and summarized in Appendix B:

Payment Due Dates:	\$40,000 Non-Refundable Deposit due upon signing and will be applied to Fees.
	\$40,000 due August 1, 2023
	\$40,000 due September 1, 2023
	\$40,000 due October 1, 2023

- B. COUNTY shall retain 100% of the camping revenue during the event weekend. All expenses of maintaining the campgrounds and staff to assist campers to their sites will be at the expense of the COUNTY. Series to keep all revenue generated from general admission and hospitality ticket sales.
- C. COUNTY will be provided two complimentary 10’ x 10’ booth spaces in a premier location during the event, where COUNTY may generate revenue or conduct other legitimate COUNTY business transactions. Location to be determined a minimum of fourteen (14) days prior to the start of the event. Series agrees to honor the COUNTY’S general admission Season Pass Holders credentials at no cost to either COUNTY or the passholder during the scheduled event.

- D. Series shall pay to COUNTY a deposit of \$40,000, payable upon execution of this Agreement. Series shall adhere to the payment schedule as identified in Section A above. The initial payment will be applied to the full payment due COUNTY for the event. If through no fault of COUNTY, the event is canceled, COUNTY shall retain the full amount of the initial payment. Series shall obtain a bond for the benefit of the COUNTY in the amount of \$30,000. This bond shall be for covering any damage, both physical and/or intellectual, that may result from holding the Series event at LSRA. Series may at its option provide COUNTY with a certified check as security deposit in lieu of this bond to be deposited by COUNTY and refunded no less than thirty (30) days after LSRA is returned to the County in acceptable condition upon inspection.

#### **SECTION IV – PROMOTION, PUBLICITY, AND ADVERTISING**

- A. COUNTY hereby authorizes Series to use the name “WeatherTech® Raceway at Laguna Seca” subject to this Agreement in its promotional information that must be approved by COUNTY prior to final printing or release. If the name of the LSRA facility is changed, by way of a naming rights agreement with COUNTY or by other action or cause, Series shall be required to use the new name in its promotional information. COUNTY will promote Series on the COUNTY marquee sign on Highway 68 in front of LSRA at Series expense for at least one week prior to the racing event and for an additional period of time, if available, to be determined by COUNTY. Series is responsible to coordinate with the track approved supplier to produce and pay directly for the banner.
- B. Subject to the provisions of this Agreement, each Party shall have the reciprocal, non-exclusive right and license to use the Series Logo, Event Logo, WeatherTech® Raceway at Laguna Seca name and Logo, and the likeness of the Laguna Seca Recreation Area (including sponsors actually depicted therein) in the promotion of and advertising for the event, and in the case of Series. Neither Party shall make any misrepresentations of fact in connection with publicizing, promoting, or advertising the Event. If such a misrepresentation is made, where required, the Party that made the misrepresentation shall promptly take reasonable steps to correct the error through a subsequent publication or other remedial measure. All uses must be pursuant to a mutually agreed upon brand guidelines or subject to the written approval of the granting party, such approval not to be unreasonably withheld, conditioned, delayed or denied. Series shall have the perpetual historical right to depict the Marks for historical purposes on its website and other promotional materials as well as to use the Marks on retail goods and services.
- C. Event Digital, Radio, Television & Other Media Broadcast and Distribution. COUNTY acknowledges that Series, as the entity conducting the competition, exclusively and in perpetuity, owns (and in connection therewith, County hereby assigns to Series) the right to film, tape, photograph, capture, overhear, collect, record, and/or reflect simultaneously or thereafter reproduce, broadcast (whether live, live streamed, tape-delayed, re-broadcast or otherwise), transmit or distribute, by any means, medium or device, now existing or hereafter create all images, sounds and electronic or digital data generated during and in connection with the event.

- D. COUNTY will promote and publicize the event in LSRA's Calendar of Events and other schedules which COUNTY posts information.
- E. COUNTY authorizes Series to attach temporary signage on all appropriate County structures within the park. Except as may otherwise be limited by current contractual restrictions regarding the naming rights, annual sponsorships, and advertising of structures and at locations within the LSRA, Series will be allowed to place signage on bridges and crossings over the Racetrack beginning October 19<sup>th</sup>, 2023 and removed no later than October 22, 2023 at 10:00pm with the exception of the Start Finish bridge. Series will be required to work with track approved signage vendor for any bridge or track signage installs. Other COUNTY structures include, but are not limited to, pedestrian and auto bridges, fencing and buildings. A list of other COUNTY structures exempted from this authorization, if any, will be provided to Series by July 1, 2023. Series agrees to honor any current applicable contractual limitations regarding covering signage at the facility. Series agrees to work with COUNTY to mitigate temporary signage conflicts that may arise during future contract negotiations with other parties.

#### **SECTION V – RELATIONSHIP**

Neither party hereto is the agent of the other and neither party shall have the right to act for or on behalf of the other or bind the other in any manner whatsoever. Neither party shall be responsible for any debts, obligations, or expenses incurred by the other party, whether or not in connection with the event contemplated hereby in the absence of written approval thereof in advance. Series shall always clearly establish during the term of this Agreement that COUNTY is not a co-partner or otherwise liable or obligated for any cost, expense, or Series' conduct of same. COUNTY makes no representation or warranty with respect to the suitability of the Laguna Seca Recreation Area for Series' purposes nor the success or other results of Series activities conducted hereunder.

#### **SECTION VI – SERIES' OBLIGATION**

- A. Series shall complete and comply with a separate Special Use Event Application and and Special Event Questionnaire and all required plans and approvals, approved by the County Designee, for event at least 30 days prior to the event. If alcoholic beverages are to be sold, Series will be responsible to obtain all necessary permits through the Department of Alcoholic Beverage Control.
- B. Series shall not commit or permit any injury or damage to any part of the LSRA or their appurtenances nor any waste thereon. All property utilized by Series in the course of the operations contemplated hereby shall be returned to COUNTY in pre-event condition. Series shall not be responsible for patent or latent defects of LSRA that existed prior to the event.
- C. Series shall promptly arrange and pay to have repairs made for any damage, reasonable wear and tear excepted, to the LSRA or other facilities arising out of Series' operations hereunder. Series will complete all environmental repairs, as required by COUNTY,

within fourteen (14) days following the event.

- D. Series shall be responsible for and promptly pay all taxes and assessments of any kind whatsoever assessed or levied for the use of the LSRA and/or for storage of its personal property at the LSRA, including but not limited to taxable possessory interest if one is created by this Agreement. The payments of any such taxes, assessments or charges shall not constitute cause for modification of fees payable by Series to COUNTY pursuant to this Agreement.
- E. Series, its agents, employees, and patrons shall be bound by all existing federal, state, and county laws, ordinances, regulations and use permits that apply to LSRA and Series' operations.
- F. Series shall be responsible for and promptly obtain all necessary licenses and permits to conduct the event, including but not limited to those licenses necessary for the public performance of music, if applicable, and shall comply with all applicable federal, state, and local laws and regulations in the performance of this Agreement.
- G. Series shall be responsible for coordinating and gaining approval for the use of all roads providing ingress and egress to the LSRA, including roads maintained by Federal, State, and local agencies. COUNTY shall use commercially reasonable efforts to assist Series in obtaining access to and use of roads not under COUNTY's jurisdiction and will cooperate with other agencies in obtaining such access and use and if allowed due to the projected attendance will add to County's permit documentation; however, COUNTY cannot guarantee or warrant that such access shall be granted. Cost associated with gaining approval for use of roads for ingress and egress shall be the expense of Series. General directional signage currently available through Manager for use on roads will be allowed to be used by Series if required.

## **SECTION VII – INSURANCE AND INDEMNIFICATION**

- A. Series shall indemnify, defend, and hold harmless COUNTY, A&D Narigi Consulting LLC, and the United States of America, their officers, employees and agents from any against any and all claims, liabilities, and losses whatsoever (including, but not limited to, damages or resulting to any and all persons, firms, or corporations furnishing or supplying work, service, materials, or supplies in connection with Series' performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any participant, person, firm, or corporation for damage, injury, or death arising out of or connected with Series' performance of this Agreement, and/or the use of the former Fort Ord road system and traffic circulation roads within the LSRA, and the public performance of music, excepting therefrom such claims, liabilities or losses arising out of the gross negligence or willful misconduct of COUNTY, A&D Narigi Consulting LLC, or the United States of America.
- B. Without limiting Series' duty to defend and indemnify COUNTY, A&D Narigi Consulting LLC, and the United States of America as set forth above, Series shall provide

insurance coverages for its use of the facility as set forth below. COUNTY and A&D Narigi Consulting LLC shall be named as additional insureds on all policies. Failure to maintain the required insurance shall be a Material Default. The cost of the insurance premium for the policy(ies) outlined below shall be at Series expense.

- C. **Required Coverage.** Without in any way limiting Series' liability pursuant to the "indemnification" section of this Agreement, Series must maintain in force, during the full term of this Agreement, insurance in the following amounts and coverages:
- D. **Commercial General Liability/Motorsport Liability** insurance to include the following minimum limits each coverage; and

<u>Coverage:</u>	<u>Minimum Required Limit:</u>
Bodily Injury and Property Damage Liability (including Contractual Liability, written and oral) (If \$20,000,000 is not available, \$10,000,000 is allowable)	\$20,000,000 Each Occurrence Limit
Damage to Rented Premises (or Fire Legal)	\$300,000 per occurrence
Medical Expense	None
Personal and Advertising Injury Liability	\$10,000,000 per occurrence
General Aggregate Limit (Including Spectators)	None (Per Event is acceptable) (No Annual Agg)
Products-Completed Operations Aggregate	\$10,000,000
Legal Liability to Participants	\$20,000,000 per occurrence (No Annual Agg) (Including Participant to Participant coverage) (If \$20,000,000 is not available, \$10,000,000 is allowable)
Official Vehicle Property Damage	\$100,000 per occurrence
Racing Errors and Omissions Coverage	\$100,000 per occurrence (No Annual Agg)
Liquor Liability	\$10,000,000 per occurrence (Host at Minimum)
Medical Professional Liability	\$10,000,000 per occurrence (Excess Acceptable)
Directors', Officers' & Stewards' Errors and Omissions	\$100,000
Minimum Age of Participant	Must state the minimum age permitted

- E. **Liquor Liability** Insurance with limits not less than \$10,000,000 each occurrence. This is only applicable if Series elects to sell or distribute alcoholic beverages.
- F. **Worker's Compensation**, in Statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness; and
- G. **Participant Accident Coverage:** Series shall be responsible for providing accident coverage for its participants, including officials, workers, and volunteers.
- H. A&D Narigi Consulting LLC, shall obtain and maintain an excess layer (excess of the insurance required of [Series]) of public liability insurance for the Event for (i) spectator injury and property damage and (ii) participant legal, pit, track, product liability and medical malpractice, with a minimum combined single limit equal to but not less than \$10,000,000 per occurrence and shall cause Series to be named as an additional insured with respect thereto.
- I. **Additional Insured Commercial General Liability or Motorsport Liability Insurance,**Liquor Liability policies must be endorsed to provide:
  - I.1 County of Monterey, A&D Narigi Consulting LLC, its agents, officers, directors and employees as Additional Insured with respect to liability arising out of ongoing and complete operations.
  - I.2 Such policies will be primary insurance and non-contributory to any other insurance available to the additional insureds, with respect to any claims arising out of this Agreement, and that insurance applies separate to each insured against whom claim is made or suit is brought.
  - I.3 If Series carries or maintains an Umbrella/Excess Liability policy to provide additional coverage or if the contract requires higher limits than what Series carries in the primary policies, County shall be added as additional insured on such policies.
  - I.4 The policy shall provide "drop-down" coverage where underlying primary insurance coverage limits are insufficient or exhausted.
  - I.5 Coverage must waive subrogation as respects to the additional insureds.
  - I.6 Series shall provide to County a certificate of insurance evidencing the required coverages no later than sixty (60) days prior to the event. Upon County's request, Series shall provide full copies of all applicable insurance policies.
  - I.7 The Certificate of Insurance and policy should list any deductibles Series might be responsible to pay or reimburse.
  - I.8 If a satisfactory certificate is not received within forty-five (45) days prior to event, County may cancel the event and terminate this agreement without penalty

or cost. County shall have the right, but not the obligation, to cause the event to be insured for liability under the County Insurance Plan. Certificates evidencing such coverage and a billing for the appropriate premium charge therefore shall be sent to Series. In case the premium charge is unpaid by a date fourteen (14) days prior to the scheduled commencement of the event, County may cause the event to be cancelled and this agreement terminated with penalty or cost.

- I.9 General liability and Umbrella Policies need to be placed with at least A-rated carrier by A.M. Best.

### **SECTION VIII – FORCE MAJEURE**

- A. Force Majeure. Neither party shall be liable to the other for delay in the performance of this Agreement, or for any delay, shortening or cancellation of any race event ("Altered Event"), or for any damages suffered by such other party, to the extent any delay, Altered Event or nonperformance is due to causes beyond the control of the first party, including but not limited to, acts of God, war, terrorism, civil strife, conditions of serious threat to health or safety, rain, fire, strikes, boycotts or similar refusal to participate (included by Event participants), inclement or severe weather (including lightning strikes), power outages, pandemic or inability to obtain necessary labor or materials. In the event of Force Majeure, Series shall receive full compensation of fees paid, minus net costs of fulfillment at the date of the Altered Event.
- B. Series acknowledges notice that COUNTY may terminate this Agreement at any time if the LSRA and facilities are required by the COUNTY'S grantor of the property hereunder, the United States of America, for the national defense.

### **SECTION IX – BANKRUPTCY**

This Agreement shall automatically terminate if:

- 1) Series shall make an assignment for the benefit of creditors, file a voluntary petition for bankruptcy, or initiate a State court action for appointment of a receiver, or:
- 2) A proceeding in bankruptcy or for appointment of a receiver is commenced against Series in any Federal or State court, unless the same is dismissed within thirty (30) days. In all such cases, the termination shall become effective as of the filing of such petition or the appointment of such receiver or trustee or the commencing of such court action, whichever occurs first and, immediately upon such termination, all rights hereunder shall revert to COUNTY.

### **SECTION X – TRANSFER**

- A. Series shall not make or permit any Transfer of its interest in the Agreement without the prior written approval of the COUNTY. A Transfer is defined as a sale, sublease, subcontract of Series' interest in this Agreement and/or a change in the composition or ownership of Series, by any cause or for any reason, so that the current existing owners, as set forth in the attached statement of owners and interests, combined, control less than

50% of the equity and/or business control of Series.

- B. A request for Transfer must include information regarding the proposed Transferee, including the name, address, and ownership of Transferee; the nature of Transferee's business; Transferee's character and reputation; and Transferee's current financial statements (certified by an officer, a partner, or an owner of Transferee); and the terms of the proposed Transfer, including the consideration payable by Transferee; and a copy of all documentation concerning the proposed Transfer; and any other information or documentation reasonably requested by COUNTY.
- C. COUNTY may recover its reasonable fees and costs in determining whether or not to approve any Transfer, up to \$10,000, and such fees are due and payable whether or not the Transfer is approved. COUNTY must respond in writing to a request for Transfer within 45 days of submission to COUNTY of pertinent financial data of proposed Transferee.
- D. Notwithstanding any other provision of this Agreement, as the interest granted to Series herein is a personal non-assignable license interest only, COUNTY may withhold its consent to any Transfer in its sole discretion, provided that such discretion shall not be exercised in an arbitrary or unreasonable fashion. Except as to the term and payment schedule set forth in Section II A and Section III A, COUNTY may impose such reasonable conditions upon the transfer as it deems appropriate. Further, any single consent to Transfer shall not be the basis for or implied consent to additional Transfers, and Series shall remain liable under the Agreement, notwithstanding such approved Transfer.
- E. Any Transfer without the prior written approval and consent of COUNTY may, at the option of COUNTY, be viewed as a material and non-curable breach of this Agreement and shall be void.
- F. This Agreement may be assigned by COUNTY to an LSRA facility manager subject to all terms and conditions stipulated within this Agreement.

#### **SECTION XI – TERMINATION**

- A. Notwithstanding any other term or condition contained herein, whether express or implied, either Series or COUNTY may terminate this Agreement with cause that is not cured within fifteen (15) days after written notice to the other party, or earlier if feasible and reasonable under the circumstances.
- B. Notice of termination by either party is effective as of the date the notice is received. Series may terminate the Agreement without penalty and receive a refund of any payments made, less the non-refundable deposit of \$40,000, if the termination occurs sixty (60) days or greater prior to the event. If Series terminates the Agreement less than 60 days prior to the first day of load in, Series will pay to COUNTY a fee of \$160,000 with the exception of a termination for cause.



C. Series shall truly observe, fulfill and perform each term, covenant and condition of this Agreement. In case of any breach of any term, covenant or condition of this Agreement and a failure by Series to remedy the same upon thirty (30) days' notice, in addition to all other remedies, including termination of this Agreement, the damages pertaining to said breach shall be taken and deemed to be liquidated damages and shall be recoverable from the principal and sureties upon the faithful performance bond or security.

**SECTION XII – COUNTY OVERSIGHT AND ACCESS**

- A. COUNTY shall designate the LSRA Manager for contract management purposes, and Series shall ensure that the LSRA Manager has full access to and complete information regarding all Series' activities as it relates to events held on site per the Agreement or as determined to be necessary to adequately oversee implementation of this Agreement. Failure to provide the Manager with the access and information set forth herein shall be a Material Default.
- B. Notwithstanding any other provisions of this Agreement, County and its agents shall have the right to enter the Facilities at any time for any appropriate purpose. Denial of such access shall be a Material Default.

**SECTION XIII – NOTICES**

Any notice pursuant to this Agreement shall be given in writing by a Party or its legal representative by (a) personal delivery, (b) reputable overnight delivery service with proof of delivery, (c) United States Mail, postage prepaid, registered or certified mail, return receipt requested, (d) legible facsimile transmission, or electronic mail or other electronic means sent to the intended addressee at the address set forth below, or to such other address or to the attention of such other person as the addressee shall have designated by written notice sent in accordance with this section, and shall be deemed to have been given either at the time of personal deliver, or, in the case of expedited delivery service or mail, as of the date of first attempted delivery at the address and in the manner provided herein, or, in the case of facsimile transmission or electronic mail, as of the date of the facsimile or electronic transmission (or next business day if transmitted on a day other than a business day). Unless changed in accordance with the preceding sentence, the addresses for notices given pursuant to this Agreement shall be as follows:

<p>COUNTY:</p> <p>County of Monterey  1441 Schilling Place, 2<sup>nd</sup> Floor South  Salinas, CA 93901  Attn: Ryan Bell  Administrative Operations Manager</p>	<p>GRIDLIFE, LLC:</p> <p>GRIDLIFE  4255 N Knox Avenue  Chicago, IL 60641  Attn: Chris Stewart</p>
---	---

**SECTION XIV – EQUAL OPPORTUNITY**

Series shall comply with the terms of this Agreement herein without any discriminatory practice based on sex, sexual preference, age, color, religion, handicap, marital status, national origin, or ancestry.

**SECTION XV – COMPLETE AGREEMENT**

- A. This Agreement embodies the complete understanding of the parties hereto and cannot be amended or modified except in writing signed by each party hereto. Except as set forth herein, there are no other oral or written agreements, representations, or warranties, express or implied.

**SECTION XVI – CONTROLLING LAW**

This Agreement and all disputes hereunder shall be interpreted under and governed by the laws of the State of California and venue for all actions to enforce the terms of this Agreement shall be the County of Monterey.

**SECTION XVII – NO REPRESENTATION OR WARRANTY OF FITNESS**

Series acknowledges that it has been advised by COUNTY that the conditions, facilities, and area in the LSRA which Series is authorized to use in accordance with this Agreement has not been represented as being fit for Series' intended use or for any particular use. Series acknowledges that it has been advised to inspect the condition, facilities, and other areas Series is permitted to use hereunder prior to the issuance of this Agreement, and/or prior to Series actual use from time to time. Based upon Series personal inspection or upon Series right to inspect, Series further acknowledges that the conditions, facilities, and other areas are safe and adequate for Series intended use. Series shall have exclusive use of the LSRA as described above during periods of time Series is scheduled to use the facilities under this Agreement. Series shall be responsible for all equipment and for adequate safeguards for the protection of Series and others.

**SECTION XVIII – AGREEMENT SUBORDINATION**

This Agreement is subject to and subordinate to all the terms and conditions of the following:

- 1) The certain quitclaim deed with the United States as Grantor and the County of Monterey as Grantee dated the 31<sup>st</sup> day of October 1974, and recorded in Reel 944, page 1077, Monterey County Records, as amended on August 6, 1986 and recorded in Monterey County Official Records at Reel 2012 Page 235, and on January 21, 2000 by Document No. 2000082485, Monterey County Official Records, and that

certain Use Agreement, permit number 2991 issued by the County Planning Commission on or about October 26, 1983, pursuant to Resolution number 83-376, copies of which are on file at the County Administration Office headquarters at 168 W. Alisal Street, Salinas, California.

- 2) Series acknowledges reading the foregoing documents and knowing the contents thereof.
- 3) Series also acknowledges that COUNTY has the right and authority to enter into agreements with others for the Naming Rights to the LSRA, all or part of its facilities, and independently has the authority and right to change or modify the name of the LSRA at any time and for any reason or for none. In the event that COUNTY decides to change the name of the LSRA or enter into contractual relationships regarding the naming rights for the LSRA as a whole or any structures contained therein, Series agrees that it shall be bound to the use of those names and to honor and not cover over the signage that may become affixed to those structures in the future, if so required by COUNTY. Series to be notified a minimum of 120 days in advance in the event of a change in facility name. Series will not be responsible for updating associated graphics and promotional materials.

#### **SECTION XIX – FAITHFUL PERFORMANCE BOND**

- A. Thirty (30) days prior to the event, Series shall provide COUNTY with a bond in the amount of \$30,000 as a security bond to guarantee payment of any monies which may be payable to COUNTY under this Agreement; any damage to LSRA; utility charges, if any; removal by COUNTY of Series' personal property as may be left on the premises in violation of the terms of this Agreement; and cost to COUNTY of restoring premises occupied and left by Series in unsatisfactory condition. Series may at its option provide COUNTY with a certified check as security deposit in lieu of this bond to be deposited by COUNTY and refunded no less than thirty (30) days after LSRA is returned to the COUNTY in acceptable condition upon inspection.
- B. Neither the provisions of this section, any bond or security accepted by COUNTY pursuant thereto, nor any damages recovered by COUNTY thereunder shall be construed to excuse faithful performance by Series or limit the liability of Series under this Agreement or for damages, either to the full amount of the bond/security or otherwise.

#### **SECTION XX – MISCELLANEOUS PROVISIONS**

- A. Complete Agreement: This Agreement constitutes the full and complete agreement between the Parties regarding the subject matter hereof.
- B. Amendment: This Agreement may be amended from time to time by mutual consent of the Parties. Such amendments may only be in writing and signed by both parties.
- C. Dispute Resolution: If there are disputes and/or controversies between the Parties relating to the interpretation, construction, performance, termination, breach of, or

withdrawal from this Agreement, the Parties shall in good faith meet and confer within twenty-one (21) calendar days after written notice of a dispute has been sent by one Party to the other Party. If the parties are not able to resolve the dispute through informal negotiation, the Parties agree to submit such dispute to formal mediation before resorting to litigation. If the Parties cannot agree upon the identity of a mediator within ten (10) business days after a Party requests mediation, then the Parties shall each select a mediator and those two (20) mediators shall select a third mediator to mediate the dispute. The Parties shall share equally in the cost of the mediator who ultimately mediates the dispute, but neither Party shall be entitled to collect or be reimbursed for other related costs, including but not limited to attorneys' fees. If mediation proves unsuccessful and litigation of any dispute occurs, the prevailing Party shall be entitled to reasonable attorneys' fees, costs, and expenses in addition to any other relief to which the Party may be entitled. If a Party refuses to participate in mediation prior to commencing litigation, that Party shall be deemed to have waived its rights to attorneys' fees and costs as the prevailing Party.

- D. Execution in Parts or Counterparts: This Agreement may be executed in parts or counterparts, each part or counterpart being an exact duplicate of all other parts or counterparts, and all parts or counterparts shall be considered and constituting one complete original and may be attached together when executed by the Parties. Facsimile or electronic signatures shall be binding.
- E. Party Authorization: The governing bodies of the Parties have each authorized execution of this Agreement, as evidenced by their respective signatures below.
- F. No Predetermination or Irrevocable Commitment of Resources: Nothing herein shall constitute a determination by County or Series that any action shall be undertaken or that any unconditional or irrevocable commitment of resources shall be made until such time as required compliance with all local, state, or federal laws, including without limitation the California Environmental Quality Act, National Environmental Policy Act, or permit requirements, as applicable, have been completed.

**INTENTIONALLY LEFT BLANK**

IN WITNESS WHEREOF the parties have executed this Agreement as of the date set forth above.

COUNTY OF MONTEREY

GRIDLIFE, LLC

By: \_\_\_\_\_  
Contracts/Purchasing Officer

DocuSigned by:  
Chris Stewart  
A2E1C22ACB70412...

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

Christopher M Stewart GRIDLIFE Founder  
Name and Title

By: \_\_\_\_\_  
Department Head (if applicable)

Date: 6/20/2023

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

By: 

By: \_\_\_\_\_  
Board of Supervisors (if applicable)

Tricia Long // Festival Director

Name and Title

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

Approved as to Form:

Date: 6/20/2023

DocuSigned by:  
Michael Whilden  
8F90C5BE986F476...  
County Counsel

Date: 6/21/2023 | 3:22 PM PDT

Approved as to Fiscal Provisions:

By: \_\_\_\_\_  
Auditor/Controller

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

Approved as to Liability Provisions:

DocuSigned by:  
Les Girard  
2EF8DC76EE5547F...  
Risk Management

6/21/2023 | 3:24 PM PDT

## Appendix A

Pricing for areas that are outside the listed use dates in agreement

\*subject to availability

Newman Building 4 Bay set as Media Center - \$1,500 per day

Newman Building Upstairs Classroom - \$925 per day

Newman Building 2 Bay – not available

Permanent Garages - \$4,000 per day for all 20 / \$175 per day per garage

\*availability dependent on track renter. Track renter gets first priority on rental

Hospitality Suites - \$1,100 per day per Suite

\*availability dependent on track renter. Track renter gets first priority on rental

Stewards Office - \$1,000 per day

\*availability dependent on track renter. Track renter gets first priority on rental

Timing & Scoring - \$250 per day

\*availability dependent on track renter. Track renter gets first priority on rental

Hospitality Pavilion - \$2,500 for the weekend

6' Picket Fence - \$18 per panel

Skilled Labor (i.e., operating heavy equipment) - \$70 per hour per person

Non-Skilled Labor - \$40 per hour per person

## **Appendix B**

### **Recap of Facility Usage**

#### Lakebed

- October 16<sup>th</sup> at 6:00am – October 23 at 6:00pm

#### Parking Areas

- October 16<sup>th</sup> at 6:00am – October 23 at 6:00pm

#### Main Paddock, Suites, Garages, and Temporary Garages

- October 19<sup>th</sup> at 6:00am – October 22 at 7:00pm

#### Track, Stewards Room, Triple Tall

- October 19<sup>th</sup> at 6:00am – October 22 at 7:00pm

#### Event Days

- (1) 105dB
- (2) Unlimited Sound
- October 20 – 22 from 8:00am – 6:00pm
- Optional track day on October 19<sup>th</sup>, sound levels not to exceed 90dB at the expense of the Series including the track rental fee

Series to provide preliminary schedule and outline of on-track and off-track activities to include in exhibit.

## Appendix C

### PLANS

A. In order to help ensure that your event is successful from an operational standpoint, the County Parks Department, together with other agencies, may require that you develop and supply to us certain plans. These plans will address one or more of the following aspects of your event. They may be composed of, but are not limited to, maps, narrative descriptions, other agency correspondence, applications, licenses, etc. Plans required for your event are checked as follows:

- |          |    |                          |
|----------|----|--------------------------|
| <u>X</u> | a) | Site Development Plan    |
| <u>X</u> | b) | Parking and Traffic Plan |
| <u>X</u> | c) | Communications Plan      |
| <u>X</u> | d) | Sanitation Plan          |
| <u>X</u> | e) | Camping Plan             |
| <u>X</u> | f) | Medical Plan             |
| <u>X</u> | g) | Security Plan            |
| <u>X</u> | h) | Disabled Access Plan     |
| <u>X</u> | i) | Animal Control Plan      |
| <u>X</u> | j) | Recycling Plan           |

B. Series is responsible for securing planning, building and encroachment permits from the County Resource Management Agency (RMA.) It is recommended that the Series contact RMA a minimum of 90-180 days in advance of Event to allow plenty of time for the process and to avoid penalty fees. Penalty fees may be assessed for anything less than 60 days in advance. Contact information will be provided by COUNTY.

C. It is possible that all required information may be contained on a single map with accompanying narrative descriptions. This determination will be dependent in large part on the size and complexity of your event.

D. The following will give you some idea of what various plans are expected to contain. All items may not be applicable to your event.

#### I. SITE PLAN

This plan should be an overview of your entire activity area on a map. Elements of other plans may appear on this map. In addition, you may want to include some narrative descriptions. Your plan may include locations of:

- |                                  |                                 |
|----------------------------------|---------------------------------|
| a) Stage(s)                      | i) Medical Services             |
| b) Vendors Area                  | j) Communications Tent          |
| c) Tents and their function      | k) Alcohol Sales Location       |
| d) Different Activity Areas      | l) Drinking Water Locations     |
| e) Entry Points (access control) | m) Permanent Restroom Locations |
| f) VIP Areas                     | n) Event Registration           |



- g) Ticket Sales
- h) Parking Areas
- o) Handicapped (Disabled) Parking
- p) Fuel Storage Area

**II. COMMUNICATIONS PLAN (A Narrative)**

- A. Include a brief statement stipulating what type of event is being conducted and estimates of attendance.
- B. Identify individuals responsible for coordinating special event communications including contact phone numbers.
- C. Identify specific period in which special event communications will be conducted including dates and specific hours of operation.
- D. Identify who/what organization will be providing basic communication services for the event. Include a statement explaining personnel training and level of experience.
- E. Provide location(s) and generalized description of communication facilities to be utilized during the event including location of dispatch center.
- F. Identify Monterey County public safety agencies and organizations participating with SERIES (e.g. Sheriff, EMS, Fire District, California Highway Patrol, etc.)
- G. Include a statement regarding how the event communications operation will interface with the County Public Safety Communications system in the event of a major emergency or disaster. An Incident Command Post must be established.
- H. Include a listing of frequencies to be used by site coordinators during the event. A list of radio call signs that will be used must be included should interagency coordination be required during a major emergency.
- I. A listing of on-site phone numbers for contacting the event communications center and communication coordinators in the event of an emergency.
- J. A statement providing special operational information relating to event communications as needed.

**III. MEDICAL PLAN**

Series shall complete a Medical Plan form for submittal to the COUNTY Office of Emergency Services (EMS) and Monterey County Regional Fire District for approval. COUNTY will provide the form.

**IV. PARKING AND TRAFFIC CONTROL PLAN**

- A. List names of persons responsible for parking and traffic control with their work schedules.

- B. On a map, show the traffic plan patterns within the park at different stages of your event. Differentiate between general traffic routes and VIP, vendor, or participant routes, if applicable.
- C. On a map, denote the areas of the park to be parked, how they will be identified, and in what order they will be parked.
- D. Show any access control points, i.e., ticket sales, ticket check, will call, etc.
- E. If CHP or Sheriff's Department will be involved in this aspect of your event, so note together with their work schedules.

**V. SANITATION PLAN**

- A. The Sanitation Plan will be completed by the Series.
- B. On a map show the location of various groupings of chemical toilets as they will be distributed. Show location of all permanent restroom facilities in the event area.
- C. The permanent facilities open to the public serving your event area will offset the number of chemical toilets that may be required for your event.
- D. Include the name of the company, contact person, phone number, the date that chemical toilets will be moved into place per the Sanitation Plan and the date they will be removed or returned to their original location.

**VI. CAMPING PLAN**

- A. List names of persons responsible for this aspect of your event together with their work schedules.
- B. Using a map show the areas of the park to be camped, times and dates of occupancy and how you will identify different areas, i.e., "A" Camp, "B" Camp, VIP, vendors, overflow, etc.
- C. Explain how campers are to be assigned to a particular site or area, how it will be accomplished and how many campers will occupy any given area.
- D. Explain how you will deal with early arrivals for your event.

**VII. SECURITY PLAN**

There are two primary factors to the development of this plan.

- A. First, there are the security requirements that you will want for various aspects of your event (i.e., general crowd control, entry point management, equipment, vendor

booths, alcohol sales, etc.). Pre and post event security for equipment, vehicles, vendor booths etc., should also be planned. Your plan should clearly state:

- 1) The name(s) of persons responsible for this aspect of your event together with their work schedules and how they can be contacted.
- 2) The total number of security personnel, their assignments, how they will be communicated with, how will they be identified, and their work schedules.

B. Second, there are the security requirements that *others* will require of you in order for your application to be approved. Normally these requirements will come from the County and Sheriff's Department, who have jurisdiction within Monterey County Parks.

C. The Sheriff's Office may require that you furnish additional security or security information. The determination of what is acceptable will be determined by the Sheriff's Office. Should the Sheriff's Office require that one or more of their units be on site during the event, you are required to fill out an "Application for Special Police Protection." This form is available through the Sheriff's Office or the Parks Department.

#### **VIII. ACCESSIBILITY PLAN**

The plan must describe, in narrative form, numbers and locations of accessible parking and restrooms and accessibility to all areas of the event and how it will be accomplished.

#### **IX. ANIMAL CONTROL PLAN**

The plan must address, in narrative form, the following: advertisement of restrictions, entrance control, vaccination verification, alternative to bringing pets in the park and temporary holding facility options. Other animal control related issues should be addressed as necessary.