

**SPECIAL EVENT USE PERMIT  
BETWEEN  
COUNTY OF MONTEREY  
AND  
SPARTAN RACE, INC.**

This Special Event Use Permit ("Permit") by and between the County of Monterey, a political subdivision of the State of California, hereinafter called "COUNTY," and OCR US Holdings, LLC dba Spartan Race, Inc., hereinafter called "PERMITTEE" is hereby entered into between COUNTY and PERMITTEE (collectively, the "Parties") and effective as of the last date opposite the respective signatures below.

In consideration of the mutual covenants and conditions set forth in this Permit, the Parties agree as follows:

**1.0 GENERAL DESCRIPTION**

- 4.1 PERMITTEE desires to secure from COUNTY certain rights and privileges and to conduct the Monterey Spartan Super 10K and Sprint 5K Weekend with obstacles, and The Monterey Spartan Trail Race 10K, 21K & 50K without obstacles (collectively the "Event") on May 31 and June 1, 2025, to be held at Toro Park (collectively the "Facility"), in Monterey County, California.
- 4.2 COUNTY hereby grants to PERMITTEE the right to occupy the Facility for the purposes hereinafter set forth, subject to the terms and conditions of this Permit:
- 4.2.1 The Facility is provided on an "as is" basis. It is the responsibility of PERMITTEE to inspect the Facility prior to its use, and such use shall confirm that PERMITTEE has determined that the Facility is appropriate and safe for its purposes.
- 4.2.2 Fort Ord Travel Camp/Open Space Munitions Training – Intentionally Deleted
- 4.2.3 Fort Ord Travel Camp/Open Space BRAC Prescribed Burn – Intentionally Deleted
- 4.2.4 Fort Ord Travel Camp/Open Space Prescribed Burn Evacuations – Intentionally Deleted
- 4.2.5 Potable Water – Intentionally Deleted
- 4.2.6 The purposes of use of the Facility shall be limited to: activities directly associated with the Event.
- 4.2.7 During the term of this Permit, no more than a maximum of four thousand (4,000) attendees on May 31, 2025, and no more than a maximum of three thousand five hundred (3,500) attendees on June 1, 2025, may participate in the Event, including all staff, volunteers, and participants. PERMITTEE will have fifty (50) employees and one hundred (100) volunteers.
- 4.2.8 PERMITTEE shall be allowed to begin Event setup and complete all teardown, cleanup, and remediation of the property as set forth below:

Event Information	Dates	Times
Set-up Dates/Time	May 22 – May 30, 2025	7:00 a.m. – 6:00 p.m.
Event Dates	May 31 - June 1, 2025	7:00 a.m. – 9:00 p.m.*
Clean Up Dates	June 2-3, 2025	7:00 a.m. – 6:00 p.m.

\* PERMITTEE shall fully comply with Monterey County Code Chapter 10.60 - Noise Control. See Section 4.37.

4.2.9 PERMITTEE agrees that the Facility will be open to the public all days except the two (2) Event days (Saturday, May 31, and Sunday, June 1, 2025).

4.2.9.1 PERMITTEE shall build the racecourse and obstacles in a manner that does not interfere with public use of the Facility on a commercially reasonable basis, and obstacles shall be secured from public use.

4.2.9.2 COUNTY shall not reserve group areas May 31 – June 1, 2025.

4.2.9.3 PERMITTEE shall have the right to exclude the public from use of Facility areas where construction of the racecourse and/or obstacles is taking place.

4.2.10 PERMITTEE shall not use or otherwise access areas outlined in **Exhibit A – Prohibited Areas** attached to and made part of this Permit.

## **2.0 SERVING AND CONSUMPTION OF ALCOHOL**

2.1 Serving and consumption of alcohol shall be allowed at the Facility, pursuant to the terms of this Permit as set forth below.

2.2 PERMITTEE (or its designated third-party beverage provider) shall:

2.2.1 Prevent over-consumption, underage drinking, and other alcohol-related concerns.

2.2.2 Check the identification (ID) of all guests and make certain those without acceptable ID or those underage do not consume alcoholic beverages.

2.2.3 Offer food for sale along with alcoholic beverages.

2.2.4 Provide non-alcoholic beverages.

2.2.5 Restrict alcohol to a designated area only and not allow it to be taken out of the designated area.

2.2.6 Obtain all necessary permits from all associated regulatory agencies.

2.3 PERMITTEE is responsible for the actions of Event guests and for enforcing the above. A point of contact for PERMITTEE, or its designated third-party beverage provider, must physically be present during the period(s) in which alcoholic beverages are present.

2.4 PERMITTEE shall be responsible for payment to cover any damages that occur to the Facility and additional cleanup directly related to, or directly arising from, the service and consumption of alcohol.

## **3.0 PAYMENT PROVISIONS**

3.1 PERMITTEE agrees to pay COUNTY for the rights and privileges hereby granted as follows:

<b>Site Rental Fee</b>	<b>Description</b>	<b>Total Fees</b>
<b>Non-refundable Application Fee</b>		<b>\$ 300.00</b>
<b>Site Fee</b>	Toro Park site fee of eighty thousand dollars (\$80,000.00) for this Event shall be paid as follows:	
<b>Nonrefundable Deposit</b>	Due not later than three (3) days after County approval of this Permit. This deposit will be applied to the full payment due to County for the Event.	<b>\$25,000.00</b>

Balance Due for Site Fee	Site Fee Balance due not later than May 15, 2025.			\$55,000.00
Reservation Sites	Closed May 23 – May 26, 2025			\$ 8,725.00
Park Rangers on-site for Event days (May 31-June 1, 2025)				
Supervising Ranger	\$94.76/hour	10 hours/day	2 days	\$ 1,895.20*
Ranger III	\$84.232/hour	10 hours/day	2 days	\$ 1,684.64*
Total Event Fees				\$ 92,604.84
Deposit - Refundable Cleaning/Damage				\$ 50,000.00
PERMITTEE shall deliver to COUNTY a certified check payable to County of Monterey as security to guarantee payment of: 1. Any monies which may be payable to COUNTY under this Permit. 2. Any damage to Facility property, caused by PERMITTEE and/or participants and spectators at the Event. 3. Utility charges, if any. a. COUNTY assistance requested during PERMITTEE’s use of the Facility not previously identified in this Permit, including but not limited to, assistance during set-up and teardown of obstacles and structures, equipment, repair work, monitoring, and supervision; calculated on a time-and-materials basis. b. Removal by COUNTY of such PERMITTEE's personal property as may be left on the premises in violation of terms of this Permit. c. Cost to COUNTY of restoring premises occupied and left by PERMITTEE in unsatisfactory condition in contravention to the restoration procedures described herein. d. COUNTY will return this security, or unused portions of this security, within one hundred twenty (120) days following the last day of the Event. Neither the provisions of this section, any bond or security accepted by COUNTY pursuant thereto, nor any damages recovered by COUNTY thereunder shall be constructed to excuse faithful performance by PERMITTEE or limit the liability of PERMITTEE under this Permit or for damages, either to the full amount of the bond/security or otherwise.				
TOTAL FEES DUE PRIOR TO EVENT (including refundable deposit)				\$142,604.84

\*Should Ranger or County staff Services be required longer than hours included in this Permit, PERMITTEE will be invoiced for additional time on a time-and-materials basis.

### 3.2 Additional Services

PERMITTEE shall reimburse COUNTY for any additional PERMITTEE requested services during use of the Facility not previously identified in this Permit on a time-and-materials basis. These services may include, but are not limited to, staff assistance, equipment, vehicles, repair work, monitoring, and supervision.

PERMITTEE will be charged for PERMITTEE requested services provided by COUNTY during the Event at the following rates:

Position	Applied Rate
Chief of Parks	\$185.361
Admin Ops Manager	\$142.080
Supervising Ranger	\$94.760
Parks Supervisor	\$104.090
B&G II	\$63.996
Park Ranger III	\$84.232
Park Ranger II	\$76.663

PERMITTEE shall make payment to COUNTY within thirty (30) days from date of invoice.

### **3.3 Special Event Application**

A Facility Use Application and the Special Event Questionnaire have been completed and are on file with the COUNTY. This aforementioned application includes the reasons why the proposed Event is considered compatible with the use of the COUNTY Parks System, methods for collecting special use fees, maximum attendance at the Event, methods of limiting attendance, estimated gross receipts, items to be sold at the Event, individual(s) responsible for the Event, parking arrangements, fire, and police protection, etc. Execution of this Permit constitutes an approval of the Facility Use Application and all statements therein made become a part of the terms and conditions of this Permit.

## **4.0 GENERAL OBLIGATIONS**

### **A. PERMITTEE**

- 4.1 PERMITTEE shall coordinate all setup activities with COUNTY Parks Administrative Operations Manager, including all course marking, signage placement, arrow markings on the ground, flags, cone placements, electrical outlet usage.
- 4.2 In the event PERMITTEE requires delivery/drop off materials and supplies prior to set-up date, PERMITTEE may do so at an area designated by COUNTY Parks Administrative Operations Manager no sooner than May 21, 2025.
- 4.3 PERMITTEE shall arrange for all participants and spectators to park at Laguna Seca Raceway and shall have a shuttle to bring participants and spectators to the Facility. PERMITTEE staff shall park in Facility parking lots adjacent to festival area.
- 4.4 PERMITTEE has contracted to use Laguna Seca Recreational Area for parking and shall shuttle participants to and from the Facility.
  - 4.4.1 PERMITTEE shall provide staff to monitor parking on adjacent roads outside the Facility to ensure no driveways or private property is blocked during the entirety of the Event. Vehicles parked in violation of the California Vehicle Code will be subject to ticketing and towing.

- 4.5 PERMITTEE shall provide written notice of the Event to neighboring residents of the Facility who may be impacted by the Event at least two (2) weeks prior to Event and again one (1) week prior to the Event.
- 4.6 PERMITTEE shall be required to obtain all permits and licenses required under this Permit. These may include but are not limited to: the Monterey County Regional Fire District, California Highway Patrol, Federal Aviation Administration, Monterey County Health Department, Monterey County Sheriff's Office, and California Department of Transportation (CalTrans).
- 4.7 PERMITTEE, its agents, employees, volunteers, and patrons shall be responsible to act in accordance with and to obey all federal, state, and local laws related to and/or required to engage in the Event, its conduct, and its performance under this Permit.
- 4.8 PERMITTEE shall be responsible for providing notice to all attendees that they must obey all federal, state, and local laws and vehicle codes when parking outside the Facility.
- 4.9 PERMITTEE shall use reasonable best efforts to keep the premises in a clean and sanitary condition while using the Facility.
- 4.10 PERMITTEE shall furnish copies of all permits or authorizations from outside agencies, as appropriate, to COUNTY at least two (2) weeks prior to the event.
- 4.11 PERMITTEE shall be solely responsible for the selection and/or employment of any and all volunteers and staff members.
- 4.12 PERMITTEE staff specifically are not COUNTY employees.
- 4.13 PERMITTEE shall complete all required plans and approvals for the Event at least thirty (30) days prior to the Event as outlined in **Exhibit B - Plans** incorporated by reference and made part of this Permit.
- 4.14 PERMITTEE shall complete all required site maps and approvals for each event at least sixty (60) days prior to the event as outlined in **Exhibit C – Maps**, incorporated by reference and made part of this Permit.
- 4.15 PERMITTEE shall comply with COVID-19 Health and Safety measures as required and recommended by California Department of Public Health and California Division of Occupational Safety and Health (DOSH), better known as Cal/OSHA.
- 4.16 PERMITTEE shall not commit or permit any injury or damage to any part of Facility, or its appurtenances, nor placement of any waste thereon. All property utilized by PERMITTEE during the operations contemplated hereby shall be returned to COUNTY in the same condition or state of repair after each program use, reasonable wear and tear excepted.
- 4.17 Only existing trails may be used. New trails may not be constructed in any area.
- 4.18 PERMITTEE shall use reasonable best efforts to return COUNTY property to its original condition at its sole cost.

- 4.19 PERMITTEE shall lay down heavy-equipment pressure plates or plywood with a minimum thickness of 3/4" when driving or tracking vehicles larger than a 3/4-ton pickup (gross tonnage weight) or heavy equipment across turf and field areas.
- 4.20 PERMITTEE shall promptly arrange and pay to have repairs made for any damage to or other facilities arising out of PERMITTEE's operation hereunder. PERMITTEE shall complete all environmental repairs, as agreed to with COUNTY representatives, within seven (7) days following the event. If repairs are not completed to the satisfaction of COUNTY, COUNTY will have repairs performed and deduct the cost from the security deposit.
- 4.21 A representative for PERMITTEE and COUNTY shall conduct mandatory pre-Event and post-Event walk-throughs of the Facility as follows:

Pre-Event Walk-through	Week of arrival for set up
Post-Event Walk-through	No later than June 4, 2025

- 4.21.1 Each Walk-through shall be documented with notes and photographs and agreed-upon by both Parties.
- 4.21.2 During the post-Event walk-through, the Parties will mutually agree on any restoration, including repairing turf/fields and any damaged irrigation components.
- 4.21.3 COUNTY shall provide a written Restoration Letter based on discussions during the walk-through, which will include notes and photographs from both pre-Event and post-Event walk-throughs.
- 4.21.4 PERMITTEE shall return areas used by PERMITTEE to pre-Event condition, and in compliance with the Restoration Letter **to the satisfaction of COUNTY** as established during pre-Event walkthroughs(s) with COUNTY and PERMITTEE's representatives.
- 4.22 PERMITTEE shall promptly arrange and pay to have repairs made for any damage, arising out of PERMITTEE's operation hereunder, in order to return the Facility to its pre-Event condition as soon as possible within seven (7) days following the mandatory post-Event walk-through.
- 4.23 PERMITTEE shall be responsible for and promptly pay all taxes and assessments of any kind whatsoever assessed or levied for the use of the premises, including, but not limited to, a taxable possessory interest if one is created by this Permit. The payments of any such taxes, assessments, or charges shall not constitute cause for modification of fees payable by PERMITTEE to COUNTY pursuant to this Permit.
- 4.24 PERMITTEE shall be responsible for all setup and cleanup and shall engage to the fullest extent possible with recycling activities.
- 4.25 PERMITTEE shall provide trash dumpsters and recycle containers for the Event.
- 4.25.1 PERMITTEE shall provide four (4) forty- (40-) yard dumpsters, fifty (50) trash bins, and fifteen (15) labeled recycling bins, which will be placed throughout the Event area during the Event.

- 4.25.2 PERMITTEE shall be responsible for the collection and disposal of all trash, litter, and recyclable materials created by PERMITTEE, its participants, employees, volunteers, and spectators during the Event.
- 4.25.3 PERMITTEE shall remove trash and recycling created by the PERMITTEE, its participants, employees, volunteers, and spectators from the Facility on June 4, 2025.
- 4.26 PERMITTEE shall be responsible for contracting, paying for, and maintaining chemical toilets as required by the California Plumbing Code 2016 Table 422.1 for A-5 Occupancy (outdoor activities) as confirmed by the Public Works, Facilities, & Parks Director or designee. PERMITTEE shall provide the following units:

Description	Quantity	Comments
Portable Water Closet (toilet) units	90	Must be usable by all genders
ADA-Accessible Water Closet	10	Must be usable by all genders
Handwashing Station	10	Must be usable by all genders
Vendor: United Site Services		
Delivery Date: May 27, 2025		
Removal Date: June 2, 2025		
PERMITTEE shall have all portable units serviced on May 31 & June 1, 2025		

All costs, including but not limited to, maintaining, servicing, and restocking of toilet paper, hand towels, soap, etc. associated with the chemical toilets and sinks shall be borne by PERMITTEE. Brick and mortar restrooms will be closed during the Event.

- 4.26.1 It is the responsibility of the PERMITTEE to provide grey water disposal facilities in food concession areas.
- 4.26.2 It is the responsibility of the PERMITTEE to provide portable hand washing facilities in food concession areas.
- 4.26.3 Any showers provided by PERMITTEE shall be self-contained. No water shall be disposed of on County property.
- 4.27 PERMITTEE shall be responsible for providing additional police protection or security, at PERMITTEE's expense, during the dates of the Event. PERMITTEE will be using the services of Vincente Security.
- 4.28 PERMITTEE shall be responsible for all security needs.
- 4.28.1 PERMITTEE staff security will be on-site for overnight security during Event setup and Event teardown.
- 4.28.2 PERMITTEE shall contract with one of the COUNTY's recommended agencies or the Monterey County Sheriff's Office for all security presence while alcohol is being served or sold during the Event.
- 4.29 PERMITTEE shall be responsible for providing parking and traffic plans and personnel as required for all parking and traffic control.

- 4.30 PERMITTEE shall not allow entry or access to said Facility to anyone who is not a vendor, news media, staff, volunteer, participant, or a spectator associated with the Event.
- 4.31 PERMITTEE shall have the right to sample merchandise during the Event, including FitAid, and shall ensure all vendors comply with Monterey County Health Department requirements and obtain all required permits.
- 4.32 PERMITTEE shall have the following activities:

Climbing/Rock Wall	Pop Up Tents
Amplified Music or Sound – DJ and PA System	Selling/Serving Alcohol
Additional Lighting – Three (3) 6000w light towers	Food will be offered to public
Electricity – Approximately twelve (12) generators ranging from 2000 w to 6000 w	Stage – 16’x16’x2’ If the stage will be higher than thirty (30) inches above the ground, an additional permit is required.
Medical Services shall be provided by Event Medics	Vendor Booths – PERMITTEE may charge a fee for vendor booths. List of exhibitor and vendors and what they are selling shall be provided at least 10 days prior to start of Event.
PERMITTEE shall charge admission to spectators	PERMITTEE shall charge a participant fee.
<p>Prepare, serve, and sell food and non-alcoholic beverages.</p> <p>PERMITTEE shall have the following food vendors such as:</p> <ul style="list-style-type: none"> <li>Sid’s Smokehouse</li> </ul> <p>Final Vendor list will be provided at least 10 days prior to start of Event.</p>	<p>PERMITTEE shall have sponsors such as:</p> <ul style="list-style-type: none"> <li>Blue Triton Brands - AC+ION water (free finish line water)</li> <li>LifeAid Beverage Co - FitAid (free finish line beverage)</li> <li>VIVA Tequila Seltzer - Racer beer (in festival: supplied and handed out by Kid's Fit Foundation)</li> <li>Athletic Brewing Co - Non-alcoholic sampling sponsor (in festival)</li> <li>Reign Energy - non-alcoholic sampling sponsor (festival + registration)</li> <li>Roo's Locker House - activating partner (10x30 in festival)</li> <li>Army (local) - activating partner (10x10 in festival)</li> <li>Lionel University - activation partner (10x10 in festival)</li> </ul> <p>Final Sponsor list shall be provided at least 10 days prior to start of Event.</p>

\*If the stage will be higher than thirty (30) inches above the ground; an additional permit is required.

- 4.33 PERMITTEE shall be allowed to sell merchandise on-site and must comply with the following:
- 4.33.1 PERMITTEE is responsible for ensuring that all event vendors comply with the Monterey County Code and all Parks rules and regulations.



- 4.33.2 PERMITTEE and their employees, volunteers, and all vendors engaged in the operation of concessions where goods to eat or drink are sold shall wear suitable clothing, and said garments are to always be kept clean, neat, and easily identifiable.
- 4.33.3 PERMITTEE and all vendors selling, dispensing, or distributing food, beverages, and other articles intended for human consumption shall, at all times, maintain pure, clean, adequate, and wholesome stocks which must be kept from all contamination and handled, stored, and served according to the standards established by the State Department of Public Health and Monterey County Health Department.
- 4.33.4 PERMITTEE and all vendors shall conduct their business in a quiet and orderly manner; shall deposit all rubbish, slop, garbage, tin cans, paper, etc., in receptacles provided by PERMITTEE within said concession plot for such purpose; and shall keep the area within and surrounding said concession plot free from all rubbish and debris. PERMITTEE and all vendors shall recycle to the greatest extent possible.
- 4.33.5 PERMITTEE and all vendors shall post, in a conspicuous manner at the front entrance to its concession, a sign showing the prices to be charged for all articles offered for sale to the public under this Permit.
- 4.34 PERMITTEE shall provide and use the following equipment for setup, Event days, and teardown of their racecourse and obstacles:

Four (4) 4WD 3/4-ton Pickup Trucks Two (2) 4WD SUVs	Ten (10) – Utility Terrain Vehicles
Two (2) Skid Steers	One (1) Telehandler
One (1) Excavator (limited use to dig obstacles only-typically operated by venue)	One (1) Flatbed Truck

Adherence to Section 4.18 regarding protective measures for turf and field during setup and teardown will be strictly enforced.

- 4.35 PERMITTEE shall not engage in or have fundraising activities during the Event.
- 4.36 PERMITTEE shall be responsible for submitting electronic copy of Event signage a **minimum of (7) seven days before** Event for COUNTY approval.
- 4.37 PERMITTEE shall have amplified music or sound **only during the 7:00 a.m. - 9:00 p.m. time period.**
- 4.37.1 PERMITTEE shall use twenty-four (24) public announcement (PA) speakers, a mixing board, and microphone.
- 4.37.2 PERMITTEE shall position all speakers in the opposite direction of the neighboring residential homes to keep the amplified music or sound from disturbing neighboring residents. All amplified music or sound must meet the COUNTY Park sound level limits of County Ordinance No. 2753. Noise levels shall not exceed 50 dBA at fifty (50) feet utilizing an “A” weighted network including group area PA systems, live music bands, as well as individual automobile stereo systems.

4.38 PERMITTEE shall abide by COUNTY quiet hours extending from 9:00 p.m. - 7:00 a.m. Any and all use of amplified sound must be directed away from local residential areas. PERMITTEE must fully comply with Monterey County Code Chapter 10.60 - Noise Control.

4.39 PERMITTEE shall be responsible for all equipment used at the Event and shall be allowed to set up no more than the number of tents identified below.

10'x10' – Fifteen (15)	20'x40' – Two (2)
10'x20' - Twenty (20)	40'x100' Tent to be rented
20'x20' – Twelve (12)	

4.39.1 PERMITTEE shall have electrical and lighting inside tents and shall obtain the necessary permits through County of Monterey House and Community Services Development department.

4.39.2 In the event of rain, PERMITTEE shall be allowed to erect additional 10'x10' tents or temporary membrane structures to cover the area being used for the Event.

4.39.3 If the tents or temporary membrane structures exceed four hundred (400) square feet and canopies exceed four hundred (400) square feet, PERMITTEE shall obtain any required permits from Monterey County, Housing and Community Services Development and from Monterey County Regional Fire Department prior to Event. PERMITTEE is solely responsible for obtaining and paying for all permits.

4.40 PERMITTEE shall be present at the Facility for any delivery or pickup of equipment.

4.41 PERMITTEE shall maintain supervision of all equipment during the setup of the Event and during the Event.

4.42 PERMITTEE shall provide a Course Marshal and post signage at each crossing during Event. PERMITTEE shall be responsible for removing posted signage **no later than 8:00 p.m. on the last day of the Event.**

4.43 PERMITTEE shall return all on-site picnic tables, if moved for the Event, to their original locations after the Event.

4.44 It is mutually agreed that this Permit and the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of COUNTY.

4.45 PERMITTEE shall have the right to film, photograph, and broadcast the Event at the Facility.

4.45.1 PERMITTEE shall have the right to use such photographs in advertising and publication of the Event.

4.45.2 PERMITTEE shall not use a drone to obtain film, photographs, or broadcast of the Event.

4.45.3 PERMITTEE shall provide copies of video and photographs of the Event upon COUNTY request.

4.46 PERMITTEE shall provide COUNTY with the Event flyer to post on COUNTY Parks website no later than thirty (30) days prior to Event.

4.47 PERMITTEE and COUNTY acknowledge that PERMITTEE shall award monetary prize(s) to winners and runners-up during the Event.

**B. COUNTY**

1.0 COUNTY shall post Event information on the COUNTY Parks website. PERMITTEE hereby grants a limited, non-transferable, non-sublicensable license to use Spartan Marks for promotion of the Event.

2.0 COUNTY will invoice PERMITTEE for any damages not repaired, removal of PERMITTEE property and any cleanup performed by COUNTY as a result of PERMITTEE leaving Facility in an unsatisfactory condition. Payment of invoice in full is due within thirty (30) days of date of invoice.

**5.0 INDEMNIFICATION**

5.1 PERMITTEE shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorney fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Permit, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the PERMITTEE's performance of this Permit, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County (or its employees, agents or contractors). "PERMITTEE's performance" includes PERMITTEE's action or inaction and the action or inaction of PERMITTEE's officers, employees, volunteers, agents, and subcontractors.

5.2 PERMITTEE shall obtain a signed waiver of liability which includes language similar to the following paragraph from all Event participants, indemnifying and holding harmless the COUNTY, its officers, employees, agents, or contractors:

I, Attendee, realize and acknowledge that this is an event, generally described as \_\_\_\_\_ (the "Event"). I realize that this Event could be vigorous and hazardous and possibly dangerous to life and limb. I realize and understand that injuries to myself could occur. With full knowledge of the above facts and warnings, I agree to participate in the Event and assume all risks in and related to that participation. I do hereby for myself, my heirs, assigns, executors, and administrators, release and forever discharge the County, and any and all of its respective employees, officers, members, representatives, and successors and assigns from any and all claims and causes of action by reason of any injury or injuries of whatever nature which have or may be sustained, or which have or may occur to myself during the Event.

**6.0 INSURANCE AND EVIDENCE OF COVERAGE**

- 6.1 Evidence of Coverage: Prior to commencement of this Permit, PERMITTEE shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, PERMITTEE, upon request, shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to COUNTY, unless otherwise directed. PERMITTEE shall not proceed with performance under this Permit, and COUNTY shall have no liability, until PERMITTEE has obtained all insurance required and such insurance documentation has been provided to and approved by COUNTY. This approval of insurance shall neither relieve nor decrease the liability of PERMITTEE. Acceptance or approval of insurance shall in no way modify or change the Indemnity and Hold Harmless clauses in this Permit, which shall continue in full force and effect. Failure by PERMITTEE to maintain such insurance is a default of this Permit, which entitles COUNTY, at its sole discretion, to terminate this Permit immediately.

- 6.2 Qualifying Insurers: All insurance required by this Permit shall be with a company acceptable to COUNTY and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by COUNTY.

- 6.3 Insurance Coverage Requirements: Without limiting PERMITTEE's duty to indemnify, PERMITTEE shall maintain in effect throughout the term of this Permit a policy or policies of insurance with the minimum limits of liability as listed in this section.

6.3.1 **Commercial General Liability** Insurance on a current standard occurrence policy form, with coverage for bodily injury (including death), property damage, personal and advertising injury, and contractual liability, in an amount not less than \$25,000,000 per occurrence and \$25,000,000 in the aggregate, of which insurance required in excess of \$1,000,000 may be covered by a so-called "umbrella" or "excess coverage" policy;

6.3.2 **Business Automobile Liability Insurance** covering all owned and non-owned vehicles to be used by it (or which it allows the other party to use), affording protection for bodily injury (including death) and property damage in the form of combined single limit per accident for bodily injury and property damage in an amount not less than \$25,000,000 per accident, of which insurance required in excess of \$1,000,000 may be covered by so-called "umbrella" or "excess coverage" policy;

6.3.3 **Workers' Compensation Insurance** covering all of its employees to the applicable statutory limit and Employers' Liability Insurance in an amount not less than \$1,000,000; and

6.3.4 **Liquor Liability Insurance**, (held by PERMITTEE's third-party beverage vendor where applicable), in an amount not less than \$2,000,000 per occurrence.

6.3.5 **Commercial general liability and automobile liability policies required by this Permit shall provide an endorsement naming the County of Monterey, its officers, officials, agents, employees and volunteers as Additional Insureds with respect to**

**liability arising out of the PERMITTEE's work, including ongoing and completed operations, and shall further provide an endorsement stating that such insurance is primary insurance to any insurance or self-insurance maintained by COUNTY and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by PERMITTEE's insurance.**

- 6.4 Other Insurance Requirements: Unless otherwise specified by this Permit, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three (3) years following the date PERMITTEE completes its performance of services under this Permit.

Each liability policy shall provide that COUNTY shall be given notice, in writing, at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for PERMITTEE and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Permit, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Prior to the execution of this Permit by COUNTY, PERMITTEE shall file certificates of insurance with COUNTY, showing that PERMITTEE has in effect the insurance required by this Permit. PERMITTEE shall file a new or amended certificate of insurance within five (5) calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Permit, which shall continue in full force and effect.

## **7.0 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. PERMITTEE shall clearly establish at all times during the Event that COUNTY is merely permitting the use of the subject premises in accordance with the terms hereof and that COUNTY is not a co-partner or otherwise liable or obligated for any cost, expenses, or PERMITTEE's conduct of same. COUNTY makes no representation or warranty with respect to the suitability of Facility for PERMITTEE activities conducted hereunder.

## **8.0 RULES AND REGULATIONS**

- 8.1 All Rules and Regulations set forth in **Exhibit D**, are hereby made a part of this Permit, and PERMITTEE agrees that it has read this Permit and said Rules and Regulations and understands that they shall apply, unless amended by mutual consent, in writing, by the Parties hereto.
- 8.2 In the event PERMITTEE fails to comply in any respect with the terms of this Permit and the Rules and Regulations incorporated herein, all payments for this Facility shall be deemed earned and nonrefundable by COUNTY, and COUNTY shall have the right to terminate this Permit and reenter and use the Facility in any manner deemed in the best interests of COUNTY.

**9.0 MISCELLANEOUS PROVISIONS**

- 9.1 Notices to the Parties of this Permit shall be to the Parties and their Permit representatives indicated in the signature section below.
- 9.2 This Permit is not binding upon COUNTY until it has been approved by the Board of Supervisors and duly accepted and signed by its authorized representative.
- 9.3 If the Event is cancelled, PERMITTEE is responsible for all refunds that may apply and will hold COUNTY harmless as to any claims by anyone who has a refund of such prepayment for admission, participation in the Event, or any other payment.
- 9.4 PERMITTEE agrees that any authorized representative of COUNTY shall have access to said premises at all times.
- 9.5 PERMITTEE must furnish tables and chairs for the Event. Only on-site picnic tables will be furnished by COUNTY. All picnic tables, if moved for the Event, must be returned to their original locations after the Event.
- 9.6 It is mutually understood and agreed that no alteration or variation of the terms of this Permit shall be valid, unless made in writing and signed by the Parties hereto, and that no oral understandings or agreements not incorporated herein and no alterations or variations of the terms hereto, unless made in writing and signed by the Parties hereto, shall be binding upon any of the Parties hereto.
- 9.7 No part of this Permit or performance under it may be subcontracted or assigned to another entity or party without the express prior written approval of the other party; such consent may be withheld whether for reasonable or unreasonable cause at the sole discretion of that party.
- 9.8 In the event of any conflict or inconsistency between the provisions of this Permit and the provisions of any exhibit or other attachment to this Permit, the provisions of this Permit shall prevail and control.
- 9.9 PERMITTEE acknowledges that it has been advised by COUNTY that the conditions which PERMITTEE is authorized to use the Facility in accordance with this Permit has not been represented as being fit for PERMITTEE's intended use or for any particular use. PERMITTEE acknowledges that it has been advised to inspect the condition, facilities, and other areas PERMITTEE is permitted to use hereunder prior to the issuance of this Permit, and/or prior to PERMITTEE's actual use from time to time. Based upon PERMITTEE's personal inspection or upon PERMITTEE's right to inspect, PERMITTEE further acknowledges that the conditions, facilities, and other areas are safe and adequate for PERMITTEE's intended use. PERMITTEE shall be responsible for all equipment and for adequate safeguards for the protection of PERMITTEE and others.
- 9.10 COUNTY and PERMITTEE shall be relieved of their obligation to the other if unable to perform the terms and conditions of this Permit by virtue of governmental regulations or order, or by strike or war (declared or undeclared) or other calamity such as fire, earthquake, hurricane, or similar acts of God, or because of other similar or dissimilar cause or causes beyond their control. In the event a force majeure event occurs, PERMITTEE shall refund all fees paid except the Nonrefundable Application Fee and Processing Fee as noted in Section 3.1.

IN WITNESS WHEREOF, the Parties hereto have executed this Permit, which shall be effective as of the last date opposite the respective signatures below.

SPARTAN RACE, INC.

COUNTY OF MONTEREY

By: \_\_\_\_\_  
Signature of Chair, President,  
Or Vice President)

By: \_\_\_\_\_  
Randell Ishii, MS, PE, PTOE, Director  
Department of Public Works, Facilities, & Parks

Its: \_\_\_\_\_  
Print Name and Title

Address: 234 Congress Street  
Boston, MA 02110-2429

Address: Public Works, Facilities, & Parks  
1441 Schilling Place, 2nd Floor South  
Salinas CA 93901

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

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

By: \_\_\_\_\_  
(Signature of Secretary, Asst. Secretary, CFO,  
Treasurer or Asst. Treasurer)

Approved as to form  
Office of the County Counsel  
Susan K. Blich, County Counsel

Its: \_\_\_\_\_  
Print Name and Title

By: \_\_\_\_\_  
Michael J. Whilden  
Deputy County Counsel

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

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

The following exhibits are incorporated herein by reference and constitute a part of this Permit:

- Exhibit A Prohibited Areas
- Exhibit B Plans
- Exhibit C Maps
- Exhibit D Rules and Regulations Governing Special Events
- Exhibit E Special Provisions

All plans and maps will be updated upon final approval by other County departments or outside agencies and will be incorporated into this Permit.

APPROVALS			
	Permit Coordinator	Insurance Review	Parks Administration
Initials			
Date			