

Agreement No. SR0615
Date: 3/26/2015

**CONCESSION AGREEMENT
FOR
SPECIAL EVENTS**

Dates of Event: June 6, 2015

This agreement by and between the County of Monterey, hereinafter called "COUNTY", and Spartan Race Inc., hereinafter called "CONCESSIONAIRE",

WITNESSETH:

A. CONCESSIONAIRE desires to secure from the COUNTY certain rights and privileges and to conduct the following described activity upon certain premises, and with the Monterey Spartan Race, during the period of an event, to be held at Monterey County, California, on June 6, 2015.

B. COUNTY hereby grants to the CONCESSIONAIRE the right to occupy the space(s) described below for the purposes hereinafter set forth, subject to the terms and conditions of this agreement:

1. **Toro County Park** in its entirety (Saturday, June 6, 2015). All facilities provided on an "as is" basis. CONCESSIONAIRE shall provide COUNTY a detailed timeline showing dates, times and areas of set up, clean up and remediation no later than April 30, 2015, as part of the Plan submission.
2. CONCESSIONAIRE agrees that the park will be open to the public all days except event day (Saturday, June 6, 2015). CONCESSIONAIRE will build the race course and obstacles in a manner that does not interfere with public use of the park to the best of their ability and obstacles shall be secured from public use. COUNTY shall not reserve group areas during this time.
3. CONCESSIONAIRE shall be allowed to begin event set up on Friday, May 29, 2015, and will complete all tear down, clean up and remediation of the property no later than Monday, June 10, 2015. Set up on Friday, May 29, 2015, through Sunday, May 31, 2015, shall take place on trails and in areas which do not interfere with weekend group rentals.
4. **Laguna Seca Recreation Area**, Wolf Hill parking lot, for all event parking on Saturday, June 6, 2015, if needed. CONCESSIONAIRE shall confirm in writing no less than thirty (30) days in advance if they will be using Laguna Seca Recreation Area for parking.

C. The purposes of occupancy shall be limited to activities directly associated with the Monterey Spartan Beast Race event.

D. CONCESSIONAIRE agrees to pay to COUNTY for the rights and privileges hereby granted, the amounts and in the manner set forth below:

1. A flat fee of \$38,000.00 which includes the following:

- a) Toro Park Site Rental Fees: \$550.00 per day (3 days - Friday, May 30, through Sunday, May 31, 2015); \$1,600.00 per day (2 days - Monday, June 1, through Tuesday, June 2, 2015); \$2,500.00 per day (6 days - Wednesday, June 3, through Monday, June 8, 2015); and, \$300.00 per day (8 days - Tuesday, June 9, 2015 through Tuesday, June 16, 2015) for a total of \$22,250.00.
- b) Total Day Use Fee of \$15,000.00 (Saturday, June 6, 2015) for all VIPs, sponsors, participants and spectators based on \$2.50 per person, the projected attendance number and attendance records from 2014. COUNTY does not expect payment for staff, volunteers or vendors needed to operate the event.
- c) Laguna Seca Recreation Area, Wolf Hill Parking, Site Rental Fee (Saturday, June 6, 2015) of \$750.00 if used.

2. Payment is due as outlined in the Special Provisions section of this agreement.

E. CONCESSIONAIRE agrees to deposit with COUNTY a cash bond in the amount of \$20,000.00 to guarantee payment of:

- a) any money which may be payable to COUNTY under this agreement;
- b) any damage to park property;
- c) utility charges, if any;
- d) removal by COUNTY of such of CONCESSIONAIRE's personal property as may be left on the premises in violation of terms of this agreement; and
- e) cost to COUNTY of restoring premises occupied and left by CONCESSIONAIRE in unsatisfactory condition.

F. A Special Use Event Application, attached to this agreement, has been completed and submitted by the CONCESSIONAIRE to the COUNTY at least two (2) weeks prior to the execution of this agreement. This aforementioned application includes the reasons why the proposed event is considered compatible with the use of the County Parks System, list of fees and charges proposed, methods for collecting special use fees, maximum attendance at event, methods of limiting attendance, estimated gross receipts, items to be sold at said event, individual(s) responsible for event, parking arrangements, fire and police protection, etc. Execution of this agreement constitutes an approval of the Special Use Event Application, Exhibit A, attached and all statements therein made become a part of the terms and conditions of this agreement.

G. The CONCESSIONAIRE agrees that any authorized representative of COUNTY shall have access to said premises at all times.

H. CONCESSIONAIRE's GENERAL OBLIGATIONS.

1. CONCESSIONAIRE shall complete a Special Event Application and a Concession Agreement for Special Events (Exhibit "B") and all required plans and approvals, approved by the Director of Parks, for each event at least 60 days prior to the event.
2. CONCESSIONAIRE shall not commit or permit any injury or damage to any part of Toro County Park or the Laguna Seca Recreation Area, or its appurtenances nor any waste thereon. All property utilized by CONCESSIONAIRE in the course of the operations contemplated hereby shall be returned to COUNTY in the same condition or repair after each program use, reasonable wear and tear excepted.
3. CONCESSIONAIRE shall promptly arrange and pay to have repairs made for any damage to Toro County Park or the Laguna Seca Wolf Hill Parking Area or other

facilities arising out of CONCESSIONAIRE 's operation hereunder.

CONCESSIONAIRE will complete all environmental repairs, as agreed to with Parks Department representatives, within 14 days following the event.

4. CONCESSIONAIRE, its agents, employees, and patrons shall be bound by all existing federal, state, and county laws, ordinances, regulations and use permits that apply to Toro County Park or the Laguna Seca Recreation Area and CONCESSIONAIRE 's operations.
5. CONCESSIONAIRE, 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 Agreement. The payments of any such taxes, assessments or charges shall not constitute cause for modification of fees payable by CONCESSIONAIRE to COUNTY pursuant to this use agreement.
6. CONCESSIONAIRE 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.

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

J. INDEMNITY AND HOLD HARMLESS. CONCESSIONAIRE shall indemnify, defend, and hold harmless the United States of America, County of Monterey, Sports Car Racing Association of the Monterey Peninsula and their officers, agents, and employees from and against any and all claims, liabilities, and losses whatsoever (including, but not limited to, damages to property and injuries to or death of persons, court costs, and attorney's fees) occurring or resulting to any and all persons, firms, or corporations furnishing or supplying work, service, materials, or supplies in connection with the 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 CONCESSIONAIRE 's performance of this Agreement, and or the use of the former Fort Ord road system and traffic circulation roads within Toro County Park and the Laguna Seca Recreation Area, and the public performance of music, unless such claims, liabilities or losses arise out of the sole negligence, gross negligence or willful misconduct of the United States of America, the COUNTY, or Sports Car Racing Association of the Monterey Peninsula. "CONCESSIONAIRE 's performance" includes CONCESSIONAIRE 's action or inaction and the action or inaction of CONCESSIONAIRE 's officers, employees, agents, and subcontractors. Without limiting CONCESSIONAIRE 'S indemnification, it is agreed that CONCESSIONAIRE shall maintain in force at all times during the performance of this agreement a policy or policies of insurance covering all of its operations and in the amounts and according to the terms and conditions set forth in Exhibit B attached hereto and made a part of this agreement by this reference.

K. 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. CONCESSIONAIRE shall clearly establish at all times during the terms hereof that COUNTY is merely permitting the use of the subject premises in accordance with the terms hereof and that COUNTY is not co-partner or otherwise liable or obligated for any cost, expenses, or CONCESSIONAIRE 's conduct of same. The COUNTY makes no representation or warranty with respect to the suitability of Toro County Park or the Laguna Seca Recreation Area for CONCESSIONAIRE activities conducted hereunder.

L. It is mutually understood and agreed that no alteration or variation of the terms of this agreement 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.

13. All Rules and Regulations set forth in Exhibit C, are hereby made a part of this agreement, and the CONCESSIONAIRE agrees that it has read this agreement and said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing by the parties hereto.

M. In the event the CONCESSIONAIRE fails to comply in any respect with the terms of this agreement and the Rules and Regulations incorporated herein, all payments for this concession space shall be deemed earned and nonrefundable by the COUNTY, and the COUNTY shall have the right to reenter and use the space in any manner deemed in the best interests of the COUNTY.

N. NO REPRESENTATION OR WARRANTY OF FITNESS. CONCESSIONAIRE acknowledges that it has been advised by COUNTY that the conditions, facilities, and area in Toro County Park and the Laguna Seca Recreation Area which CONCESSIONAIRE is authorized to use in accordance with this agreement has not been represented as being fit for CONCESSIONAIRE 's intended use or for any particular use. CONCESSIONAIRE acknowledges that it has been advised to inspect the condition, facilities, and other areas CONCESSIONAIRE is permitted to use hereunder prior to the issuance of this agreement, and/or prior to CONCESSIONAIRE 's actual use from time to time. Based upon CONCESSIONAIRE 's personal inspection or upon CONCESSIONAIRE 's right to inspect, CONCESSIONAIRE further acknowledges that the conditions, facilities, and other areas are safe and adequate for CONCESSIONAIRE 's intended use. CONCESSIONAIRE shall have exclusive use of this Laguna Seca Recreation Area as described above during periods of time CONCESSIONAIRE is scheduled to use the facilities under this agreement. CONCESSIONAIRE shall be responsible for all equipment and for adequate safeguards for the protection of CONCESSIONAIRE and others.

O. This agreement is not binding upon the COUNTY until it has been duly accepted and signed by its authorized representative.

P. The COUNTY may at any time, by the COUNTY Auditor or an outside certified public accountant, conduct an audit, examination or review of the Annual Financial Statements of the CONCESSIONAIRE or any of its subsidiary companies or operating divisions. The CONCESSIONAIRE being audited shall make available and provide any (and all) accounting and financial records to the auditor upon request. Such an audit, examination or review shall be at the expense of the COUNTY; provided, however, that should any audit, examination or review of the CONCESSIONAIRE'S records reveal an underpayment of more than three percent (3%) or any fee, tax or other amount due to the COUNTY under this Concession Agreement, the CONCESSIONAIRE shall bear the entire cost of the audit, examination or review.

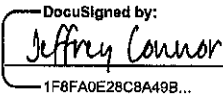
Q. Special Provisions: Four (4) pages of special provisions are incorporated in this agreement by this reference.

R. Plans: Four (4) pages of plans are incorporated in this agreement by this reference.

IN WITNESS WHEREOF, this agreement has been executed by and on behalf of the parties hereto the day and year first above written.

CONCESSIONAIRE

COUNTY OF MONTEREY

By  _____
1F8FA0E28C8A49B...

By _____

Name Jeffrey Connor

Mike Derr

Address 234 Congress st. 5th Floor

1488 Schilling Place Annex

Boston, MA 02110

Salinas, CA 93901

Title COO, Spartan Race, Inc.

Title Contracts/Purchasing Manager

ATTEST:

- Attachments: Exhibit A Special Event Application
Exhibit B Special Event Insurance Requirements
Exhibit C Rules and Regulations Governing Concessions at Special Events

The 2015 Monterey Spartan Beast Race
at Toro County Park
June 6, 2015

SPECIAL PROVISIONS

I. AGENCY CONTACT

- A. CONCESSIONAIRE is responsible for contacting and obtaining all necessary permits, authorizations, etc., from State, Federal, and appropriate County agencies. This may include, but is not limited to, the Monterey County Regional Fire District, California Highway Patrol, Federal Aviation Administration, Monterey County Public Health and Sheriff's Departments and CalTrans.
- B. CONCESSIONAIRE will furnish copies of all permits or authorizations from outside agencies, including the Army and BLM, if appropriate, to the County Parks Department at least two weeks prior to the event.

II. FEES

- A. A cash bond of \$20,000.00 will be delivered to the Special Events Manager 30 days prior to your event. Cash bond must be in the form of a Cashier's Check. It will be deposited to a holding account and, if all conditions are met, will be returned within 120 days following the event.
- B. CONCESSIONAIRE will supply all manpower to collect established fees for the event. Day Use Fees will apply to all VIPs, sponsors, participants and spectators based on registration and box office records or any other auditable records. COUNTY does not expect payment of Day Use Fees for staff, volunteers or vendors needed to operate the event.
- C. All fees and charges are due according to the following payment schedule:

| | | |
|-------------|---------------|--------------------|
| \$10,000.00 | Deposit | Due April 20, 2015 |
| \$20,000.00 | Cash bond | Due May 6, 2015 |
| \$10,000.00 | Payment | Due May 15, 2015 |
| \$18,000.00 | Final payment | Due June 3, 2015 |
- D. If the event is cancelled, CONCESSIONAIRE is responsible for all refunds that may apply and will hold the COUNTY harmless as to any claims by anyone who has a refund of such pre-payment for admission, participation in the event or any other payment.

III. CAMPING

- A. Toro County Park is not a camping facility. RV and tent camping are available at Laguna Seca Recreation Area. Reservations may be made by calling 888-588-2267.

- B. CONCESSIONAIRE shall be allowed camping at Toro Park for up to 20 people (staff and volunteer required for set up and teardown) beginning on Friday, May 30, 2015, and ending when teardown, clean up and remediation are completed.
- C. Location of camping shall be determined by COUNTY.

IV. PARKING AND TRAFFIC CONTROL

- A. Parking and traffic control within the park is the responsibility of the CONCESSIONAIRE during the event. Parking within Toro County Park will be allowed for staff, volunteers, VIPs, sponsors and vendors as determined by CONCESSIONAIRE. Parking for all participants and spectators will be at Laguna Seca Recreation Area, Wolf Hill Parking lot, or other property as arranged by CONCESSIONAIRE.
- B. All signage necessary to execute the Parking and Traffic Control Plan is the responsibility of the CONCESSIONAIRE. No directional or informational signs may be attached to permanent park signs.
- C. All traffic control devices, i.e., barricades, cones, etc., are the responsibility of the CONCESSIONAIRE. The PARKS DEPARTMENT will assist with these items as able.
- D. CONCESSIONAIRE will see that no unauthorized vehicles will be driven on established lawn area or off-road areas within the parks. To obtain access by any said vehicle to an off-road area within the park, CONCESSIONAIRE or his/her representatives will first contact the Deputy Chief Ranger or designee. All such vehicles shall have a pre-approved identification plaque.
- E. California Highway Patrol (CHP) will control traffic on Highway 68 as required for the event. CONCESSIONAIRE will contract with CHP.

V. CLEAN UP AND SANITATION

- A. Any areas considered private or not open to the public will be maintained by the CONCESSIONAIRE. In addition, all costs associated with such areas will be borne by the CONCESSIONAIRE.
- B. The PARKS DEPARTMENT will determine, using a formula approved by the County Health Department, the number of extra chemical toilets necessary to serve any given area during the event. That number of formula required chemical toilets will be furnished and maintained during the event at the expense of the CONCESSIONAIRE.
- C. The CONCESSIONAIRE requests or is required to have on-site, sufficient chemical toilets for the size of the event. The total cost of these extra chemical toilets is the sole responsibility of the CONCESSIONAIRE. The PARKS DEPARTMENT will maintain all permanent restroom facilities during the event, except those that are not open to the public. Permanent restroom facilities not open

to the public will be the responsibility of the CONCESSIONAIRE. The cost of any chemical toilets needed to replace permanent restroom facilities being closed to the public shall be borne by the CONCESSIONAIRE.

- D. ***Trash and Litter Collection:*** The PARKS DEPARTMENT will provide you with a relatively litter and trash free event site. The PARKS DEPARTMENT will put out trash cans and line each with a plastic bag. At the conclusion of your event, the PARKS DEPARTMENT will pick-up all empty trash cans and return them to storage.
- E. CONCESSIONAIRE will be the responsible for all litter and trash control during the event, including set up and teardown. The PARKS DEPARTMENT will provide extra plastic bags for you to maintain trash cans during your event. Should the PARKS DEPARTMENT be required to empty trash cans or pick-up excessive litter after your event, you will be billed for such service, or have it deducted from your cash bond.
- F. The Monterey County HEALTH DEPARTMENT requires you to develop a Recycling Plan to recycle waste products generated by your event including plastic, aluminum, cardboard and cooking oils. Please complete the form provided to you.
- G. If a dumpster(s) is required for the event, its cost shall be the responsibility of the CONCESSIONAIRE. CONCESSIONAIRE shall contract for drop off, empty and pick up as needed.
- H. ***Grey Water Disposal:*** It is the responsibility of the CONCESSIONAIRE to provide grey water disposal facilities in food concession areas.
- I. ***Food Concession Hand Wash Facilities:*** It is the responsibility of the CONCESSIONAIRE to provide portable hand wash facilities in food concession areas.

VI. FACILITY DAMAGE

- A. Any changes or alterations to the park facilities or grounds must have prior written approval from the PARKS DEPARTMENT. All changes, alterations, or damage resulting from the CONCESSIONAIRE's activities must be restored, repaired and/or replaced after the event to the satisfaction of the PARKS DEPARTMENT.
- B. ***Facility Inspections:*** The PARKS DEPARTMENT and a representative from the CONCESSIONAIRE will conduct a pre-event and post-event facility inspection of all facilities, grounds and areas to be used as part of the event.
- C. ***Erosion Control:*** Control measures to minimize potential erosion damage from event participants and spectators to the park grounds will be provided at the CONCESSIONAIRE's expense: including temporary fencing around sensitive areas, security staff and signage of event areas as determined by the PARKS DEPARTMENT. Erosion damage will be repaired at the CONCESSIONAIRE's expense under PARKS DEPARTMENT supervision no later than one week after the event. CONCESSIONAIRE will have equipment and materials, i.e., tools, seed, straw, on-site prior to the conclusion of the event.

- D. **Remediation Plan:** CONCESSIONAIRE shall provide COUNTY a plan for remediation of all damages to and/or alterations of property, including timeline for repairs and materials and methods to be used. COUNTY must approve the proposed Remediation Plan.

VII. ADVERTISEMENT

- A. Advertisement is not allowed on Highway 68.
- B. All brochures, flyers or posters, shall be approved by the PARKS DEPARTMENT prior to distribution to the public.
- C. All banners and signs and their method and location of display, must be approved by the PARKS DEPARTMENT.

VIII. MISCELLANEOUS

- A. CONCESSIONAIRE must furnish his/her own tables and chairs for the event. Only on-site picnic tables will be furnished by the County. All picnic tables, if moved for your event, must be returned to original locations after the event.
- B. PARKS DEPARTMENT must be furnished a list and location map of all vendors associated with your event no later than three (3) weeks prior to your event. This list must include food, merchandise and information vendors. All vendors must be consistent with the mission of the event and with Monterey County regulations.
- C. CONCESSIONAIRE, its agents, employees, and patrons shall be bound by all existing federal, state, and county laws, ordinances and regulations that apply to Toro County Park and the Laguna Seca Recreation Area or CONCESSIONAIRE's operations, and shall obtain all necessary licenses and permits for the event and activities.
- D. CONCESSIONAIRE 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 Agreement. The payments of any such taxes, assessments, fees, or charges shall not constitute cause for modification of fees payable by CONCESSIONAIRE.

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 |
| — | 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 |
| <u>X</u> | k) | Remediation Plan |

B. 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) | j) Medical Services |
| b) Vendors Area | k) Communications Tent |
| c) Tents and their function | l) Alcohol Sales Location |
| d) Different Activity Areas | m) Drinking Water Locations |
| e) Entry Points (access control) | n) Permanent Restroom Locations |
| f) VIP Areas | o) Event Registration |
| g) Ticket Sales | p) Handicapped (Disabled) Parking |
| h) Parking Areas | q) Fuel Storage Area |
| i) Competitive Courses | |

II. COMMUNICATIONS PLAN (A Narrative)

Should include:

Event Description - A brief statement stipulating what type of event is being conducted and estimates of attendance.

Communications Coordinator - Identifies individuals responsible for coordinating special event communications. Should include contact phone numbers.

Operational Period - Identifies specific period in which special event communications will be conducted. Should include dates and specific hours of operation.

Staffing - Identifies who/what organization will be providing basic communication services for the planned special event. Should include a statement as to personnel training and level of experience.

Facilities - Provides location and generalized description of communication facilities to be utilized during the event. Where will the dispatch center be located?

Interagency Coordination - Identifies Monterey County public safety agencies and organizations that will be participating with the event organizers (e.g. - Sheriff, EMS, Salinas Rural Fire District, California Highway Patrol, etc.).

Major Emergency Communications - A statement regarding how the special 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.

Frequencies - A listing of frequencies to be used by site coordinators during the event. Should also include radio call signs that will be used should interagency coordination be required during a major emergency.

Emergency Contacts - A listing of on-site phone numbers for contacting the event communications center and communication coordinators in the event of an emergency.

Special Information - A statement providing special operational information relating to event communications.

III. MEDICAL PLAN

- A. A decision will be made based on the size and type of your event as to whether you must fill out a formal Medical Plan form for submittal to the County Office of Emergency Medical Services (EMS) and the Monterey County Regional Fire District (MCRFD). If it is determined that this is required, you will be provided with the necessary form and instructions. Upon completion the form may be returned to the Parks Department for processing.
- B. If you are not required to submit an EMS Medical Plan, then a simple statement on your event application addressing the issue of First Aid will probably be adequate together with the First Aid station location on your Site Plan.
- C. Medical Plan Approval by EMS: Required Not Required

IV. PARKING AND TRAFFIC CONTROL PLAN

- A. List names of persons responsible for this aspect of your event together with their work schedules.
- B. On a map show the traffic plan patterns within the park at different stages of your event. You should 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 CONCESSIONAIRE.
- B. On a map, show the location of chemical toilets, permanent restroom facilities, trash can and recycle container placement, hand wash stations, potable and grey water units, etc. as applicable. Include total numbers of each applicable item.
- 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. The Parks Department will help you calculate the actual number of chemical toilets for your event per Health Department requirements.
- D. You may elect to use vendors recommended by the Parks Department or hire your own. In any case, the name of the company, contact person, phone number, the date that sanitation items will be moved into place and the date they will be moved back should all be contained in your Sanitation Plan.

VI. **SECURITY PLAN**

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

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 Parks Department and the Monterey County Sheriff's Department, who has jurisdiction within Monterey County Parks.

The Parks Department may make a recommendation to the Sheriff's Department to accept your security plan as submitted or either the Parks Department or Sheriff's Department may require that you furnish additional security. This may be accomplished either by your

furnishing additional volunteer security, hiring a private security company, hiring Sheriff personnel, or some combination of all three. In either case, the determination of what is acceptable will lay with the Parks Department and the Sheriff's Department, with the Sheriff's Department having the final word.

Should the Sheriff's Department or Parks Department require that one or more of their units be on site during your event, you are required to fill out an "Application for Special Police Protection". This form is available through the Sheriff's Department or Parks Department.

Application for Special Police Protection: Required X Not Required

VII. DISABLED ACCESS PLAN

Your plan must describe, in narrative form, the numbers and locations of handicapped (disabled) parking and restrooms. (Parking and restroom must be shown on your Site Plan.) Your plan must also include narrative on disabled access to all areas of your event and how it will be accomplished.

VIII. ANIMAL CONTROL PLAN

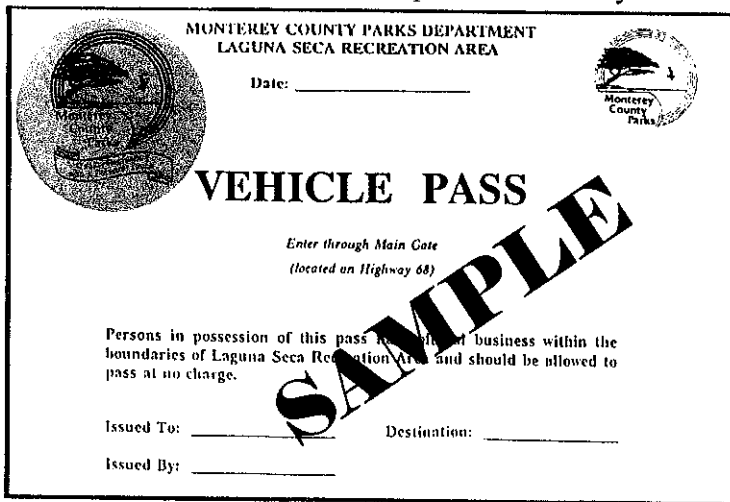
Your plan must address in narrative form the following: advertisement of restrictions, entrance control, vaccination verification, alternative to bringing pets in the park and a temporary holding facility. Other issues should be addressed as necessary.

IX. REMEDIAATION PLAN

CONCESSIONAIRE shall provide COUNTY a plan for remediation of all damages to and/or alterations of property, including timeline for repairs and materials and methods to be used. COUNTY must approve the proposed Remediation Plan.

X. COUNTY VEHICLE PASSES

Below is a facsimile of a vehicle pass that your event should honor if applicable. This pass is intended to allow access to various areas of the Parks facilities by those who have official business within the park. It is in no way intended to circumvent the normal ticketing system associated with your event. Distribution of the pass will be strictly monitored by the Special Events Manager.



**COUNTY OF MONTEREY
PARKS DEPARTMENT**

SPECIAL USE EVENT APPLICATION

Application Date: **02/17/2015**

Date Received by Parks: 2/17/15

This application, when officially approved by a Concession Agreement for Special Events, signed by the Director of Parks or the Monterey County Board of Supervisors, will authorize

Spartan Race Inc., as a concessionaire, to make use of the
(Name of Applicant/Host Organization)

Park Name: **Toro County Park**

Park Area(s): **All lawns, trails, special use areas and parking lots**

Set Up Dates/Times: **Friday May 29th, 2015 to Friday June 5th, 2015 - 7am to 7pm daily**

Event Dates/Times: **Saturday June 6th, 2015 – 4am to 11pm**

Cleanup Dates/Times: **Sunday June 7th, 2015 to Wednesday June 10th, 2015 - 7am to 7pm daily**

for **Monterey Spartan Super 2015**, subject to the following conditions:
(Event Name)

1. Contact name: **Dan Yotive**
Phone and Cell Phone: **(917) 902-6391**
email: **dany@spartan.com**
2. Event Description (including programs, activities, entertainment and schedule): **The Monterey Spartan Super 2015 is a one-day outdoor obstacle course race involving 8.5 miles on offroad trails with 25-30 man-made and natural obstacles to be held on Saturday June 6th, 2015. The Start and the finish of the race will be located at the Badger flats picnic area. Spartan will build a festival area containing the start and finish as well as retail merchandise, food, beer concessions, a DJ booth with speakers, sponsor booths, showers, a bag check area and a main check-in/check-out area. The race will be open to the public but certain racers will be competing for cash prizes as well as points toward a championship race later in the year. An awards ceremony will be held at 11:50am. The gates will open for staff at 4:00am. Racers will begin on course as early as 6:00am. Different public challenges will be held through out the day. Kids 12 and younger will have their own course and will be allowed to race between 10:00am and 2:00pm. A spectator shuttle will be running the length of Ollason Rd. between Badger Flats and the EV Center from 8am to 5pm. The last racers will be allowed to start the 8.5 mile course as late 4:00pm. All racers will be expected to finish or be pulled off course by 8:00pm. The event/park will close to public at 9:00pm. All staff will leave the park by 11:00pm. All participants and volunteers will park at Laguna Seca Purple Parking and will be shuttled to and from Toro Park. The gravel lot by the ticket booth will be utilized as the shuttle drop-off and pick-up area. Due to the fact that Spartan Race course and operation will occupy the entire park including trails, parking lots, roads, and picnic areas, we suggest that Monterey County Parks closes the park to public as it has in previous years.**
3. Attendance:
 - a. Minimum attendance: **4,000 including spectators and participants**
 - b. Maximum attendance. (The County may limit maximum attendance at its discretion): **6,500 including spectators and participants**

- c. Method of limiting attendance to the maximum number of persons permitted by the County:
Registrations caps and pre-sale spectator entries as needed
4. Event will have amplified music: **Yes**
 If yes, applicant shall complete the Amplified Music Permit Form.
5. If this event is a fundraiser, list the beneficiaries: _____

6. Applicant will have not less than **100** employees and **400** volunteers in the Park unit during the period of this Special Use Event.
7. Applicant must provide the following information (responses may be submitted on a separate sheet if they do not fit in the space provided):
- a. Purpose of the proposed event, the necessity therefore, and the reason why it is considered to be compatible with the use of the Monterey County Park system: **Spartan Race is a leader in Obstacle Course Racing and Monterey is an ideal location for this event as proven by the success of the Spartan Race Monterey Beasts in 2013 and 2014. Spartan Race will bring significant economic impact into the community and provide an opportunity for locals and visitors to challenge themselves physically and mentally in one of the toughest events in the Spartan Race calendar and in the athletic world.**
 - b. List of applicant's proposed fees/charges:
 Admission: **\$20-25 for spectators / kids**
 Vendor Space: **\$2,500+**
 Entrance Ticket: **N/A**
 Participation: **\$95-140**
 Other: **N/A**
 - c. Day Use Vehicle Fees (for entrance to the Park) will be collected as shown and explained below:
 Parks Staff at Gate: **None**
 Event Staff at Gate: **None**
 Applicant will pay for all attendees: **As required through 3rd party contract or park staff.**
 - d. Estimated gross receipts: **\$300,000**
 - e. Estimated net profit: **\$25,000**
 - f. Fees to be paid to County as follows:
 Site Rental Fees: **Minimum guarantee of \$10,000 or \$3 per paid race registration and confirmed participant, whichever is greater. Final rental fees TBD per the concessionaire's agreement.**
 Day Use Vehicle Fees: **see above**
 Per Person Participation Fee: **see above**
 (based on box office or ticket sales records)
 Guaranteed Minimum: **see above**
 - g. Method of garbage collection and disposal to be used: **hired staff to collect garbage/recyclables, haul full collection bags to disposal site and replace bags in bins. Waste and Single-stream recycling dumpsters will be placed around the festival area and will be picked up by a third party after the event is over for disposal at treatment sites or landfills.**

- h. List of vendors and items they are selling during the event (event and vendors permitted as required by Monterey County Health Department and Monterey County Regional Fire District):
 - 1) **Spartan Race / Reebok – merchandise/apparel/souvenirs**
 - 2) **Budweiser - Beer**
 - 3) **Sid’s Smokehouse & Grill Inc. – Hot food**
 - 4) **Dymatize Enterprizes LLC – food samples**
 - 5) **Clif Bar Inc. – food samples**
 - 6) **Other vendors/sponsors TBD**

- i. Proposed fire control measures and additional firefighting equipment to be furnished by applicant as required by the Director of Parks, his designee or the local fire marshal: **Water suppression, fire extinguishers and Local Fire Department personnel on standby at the event. Further measures TBD as needed**

- j. Proposed first-aid service to be supplied by applicant, including ambulance services, doctors or nurses: **First Aid attendants, roving first responders and paramedics, EMT’s and ALS ambulances on standby, further measures as recommended upon review of the medical plan.**

- k. Additional police protection or security (provided by applicant and at their expense): **Traffic plan will determine numbers and need of police and third party security / traffic control company.**

- l. Parking and Traffic Plans and Personnel, as required for traffic control (provided by applicant and at their expense): **Parking and Traffic plan TBD. Estimated 25 parking attendants and traffic control staff and 6 directional signs on Hwy 68 to be used.**

- m. Additional sanitary facilities as required by the _____
 Director of Parks, his designee, or the Monterey County Health Department (provided by applicant and at their expense):
 Vendor providing services: **United Site Services**
 Location(s) of additional facilities: **Laguna Seca Purple Parking, Toro Park Badger Flats picnic area, around Toro Park on running course as needed.**
 Date of placement: **Tuesday June 2nd, 2015**
 Date of removal: **Monday June 8th, 2015**
 Date(s) of service: **Monday June 8th, 2015**

- n. Submit information on all the organizations involved, whether sponsors, recipients, or promotional firms and their objectives, purposes and financing:
TBD

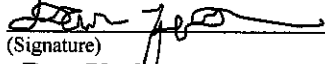
- 5. Applicant may be required to post a cash bond with the County, depending on circumstances of the special event and probabilities of damage.

- 6. The Director of Parks or his designee may terminate any special event activity when he deems it is necessary for the safety and enjoyment of the public, for the protection of resources, or for violation of any rules and regulations of the County Park System.

- 7. Additional details will be addressed in an agreement between parties and additional detailed plans may be required. Applicant does not have a binding agreement with COUNTY until application and agreement have been duly accepted and signed by its authorized representative.

8. Contacts in regard to the permit generally may be made through the Special Events Manager or designee by calling (831) 755-4895.

REQUESTED BY:



(Signature)
Dan Yotive

(Name)
Race Planner

(Title)
02/17/2015

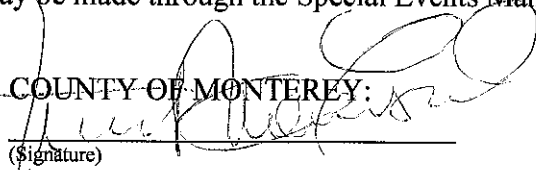
(Date)
234 Congress St. 5th Floor

(Address)
Boston, MA 02110

(917) 902 6391

(Phone)

COUNTY OF MONTEREY:



(Signature)
Mark Mariscal

(Name)
Director of Parks

(Title)

(Date)
855 E. Laurel Dr., Bldg G

(Address)
Salinas, CA 93905

(831) 755-4895

(Phone)

**MONTEREY COUNTY PARKS DEPARTMENT
INSURANCE REQUIREMENTS**

A. Evidence of Coverage:

1. Prior to commencement of this Agreement, Concessionaire 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 Concessionaire, upon request, shall provide a certified copy of the policy or policies.
2. This verification of coverage shall be sent to County's Parks Department's Special Events Manager, unless otherwise directed. Concessionaire shall not proceed with performance under this Agreement, and County shall have no liability, until Concessionaire 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 Concessionaire. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

B. Qualifying Insurers: All coverage's, 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 the County's Parks Department's Special Events Manager.

1. Insurance Coverage Requirements: Without limiting Concessionaire's duty to indemnify, Concessionaire shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:
2. Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.
3. Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.
4. Workers' Compensation Insurance, if Concessionarie employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.
5. Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the Concessionaire shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

C. Other Insurance Requirements:

1. All insurance required by this Agreement 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. Unless otherwise specified by this Agreement, 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 years following the date Concessionaire completes its performance of services under this Agreement.
2. 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 Concessionaire and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.
3. Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the Concessionaire's work, including ongoing and completed operations, and shall further provide 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 the Concessionaire's insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.
4. Prior to the execution of this Agreement by County, Concessionaire shall file certificates of insurance with the County's Parks Department's Special Events Manager, showing that Concessionaire has in effect the insurance required by this Agreement. Concessionaire shall file a new or amended certificate of insurance within five 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 Agreement, which shall continue in full force and effect.

SPECIAL EVENT INSURANCE ENDORSEMENTS

1. The County of Monterey, the United States of America, their officers, agents, and employees are named as additional insureds.
2. Permittee's Insurance is the primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the Permittee's insurance.
3. This Insurance Policy shall not be canceled or reduced without 30 days written prior notice to County of Monterey, Director of Parks.
4. Certificate of Insurance showing the existence of a policy or policies having the above-described limits with the above described endorsements must be delivered to County's Director of Parks prior to the beginning of the special event.

RULES AND REGULATIONS GOVERNING CONCESSION AT SPECIAL EVENTS

1. No concession will be allowed to open until all preliminary requirements herein set forth have been complied with.
2. CONCESSIONAIRE and his employees engaged in the operation of concessions where goods to eat or drink are sold shall wear suitable clothing; said garments to be kept clean and neat at all times. All CONCESSIONAIRE'S 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 as established by the State Department of Public Health and the Monterey County Health Department.
3. CONCESSIONAIRE will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc., in receptacles provided by the COUNTY within said concession plot for such purpose, and will keep the area within and surrounding said concession free from all rubbish and debris. CONCESSIONAIRE shall recycle to the largest extent possible.
4. All buildings, tents, or enclosures erected under the terms of the Concession Agreement shall have the prior written approval of the COUNTY and the local fire suppression authorities.
5. CONCESSIONAIRE will conduct the privileges granted in the Concession Agreement according to all the rules and requirements of the State Department of Public Health and local health authorities, and without infringement upon the rights and privileges of others and will not engage in any other business whatsoever upon or within said premises or park, except that which is herein expressly stipulated and contracted for herein; and will confine said transactions to the space and privileges provided in the Concession Agreement.
6. CONCESSIONAIRE will cause to be posted in a conspicuous manner at the front entrance to his concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Concession Agreement.
7. CONCESSIONAIRE must, at his own expense, keep his concession space and adjacent area properly arranged and clean. Receptacles will be provided at appropriate locations to receive the CONCESSIONAIRE'S trash, and such trash must not be swept into the streets or any public space.
8. All sound-producing devices used by the CONCESSIONAIRE within or outside his concession space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to his patrons, to other concessionaires, to exhibitors, or users of the park, and the decision of the COUNTY as to the desirability of any such sound-producing device shall be final and conclusive. Sound amplification equipment may be installed within or outside any concession only by first obtaining written permission therefore from the COUNTY. Control of the amplication decibel level will be at the discretion of the COUNTY.
9. CONCESSIONAIRE agrees that there will be no games, gambling or any other activities within the confines of his concession space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash of any of his prizes or premiums given away to patrons in connection with the promotion of his concession. No illegal activities shall be conducted, and only ordinary and customary merchandizing methods shall be used. All methods of operation, demonstration, and sale shall be subject to the approval of the COUNTY and the local law enforcement officials.

10. CONCESSIONAIRE is entirely responsible for the space allotted to him and agrees to reimburse the COUNTY for any damage to property used in connection with the space allotted to the CONCESSIONAIRE, reasonable wear and tear excepted. The COUNTY will be the sole judge of the extent of the damages.
11. COUNTY shall assume no responsibility for loss or damage to the property of the CONCESSIONAIRE. Small articles easily removed or particularly fragile articles or displays should be put away for safekeeping by the CONCESSIONAIRE after the closing hour each night.
12. Each and every article of the concession and all boxes, crates, packing material and debris of whatsoever nature used in connection with the concession space shall be removed at CONCESSIONAIRE'S expense. It is understood that in the event of the CONCESSIONAIRE'S failure to vacate said premises as herein provided, unless permission in writing is first obtained, the COUNTY may and is hereby authorized to remove and store the concession and all other material of any nature whatever, at the CONCESSIONAIRE'S risk and expense, and the CONCESSIONAIRE shall reimburse the COUNTY for expenses thus incurred.
13. No CONCESSIONAIRE will be permitted to sell or dispose of alcoholic beverages on park grounds except in his concession space. No sales are to be made unless the CONCESSIONAIRE is therefore authorized in writing by the COUNTY and unless he holds a lawful license authorizing such sales on said premises.
14. All activities within the above-named park unit shall be at the direction of the Director of Parks or his designee.
15. Arrangements for advance preparations shall be made with the Director of Parks or his designee.
16. Rules and regulations of the County Park System shall be observed by the CONCESSIONAIRE, his employees, agents or contractors.
17. The use of buildings or grounds, shall be in strict accordance with the Concession Agreement as authorized by the Director of Parks and/or the Board of Supervisors of the County of Monterey. This provision particularly applies to activities which might create hazardous fire conditions.
18. Except during the event, the public shall have normal access to the area.
19. No structures or sets are to be built unless specifically provided for herein, and no shrubbery or trees are to be cut, trimmed or injured.
20. Fires will not be permitted except upon the specific approval of the Director of Parks or his designee and under his direction.
21. Vehicles operated by or under the control of the CONCESSIONAIRE will be parked in areas designated by the Director of Parks or his designee.
22. CONCESSIONAIRE will control all traffic and vehicles as directed by the Director of Parks or his designee.
23. All safety orders of the Division of Industry Safety, Department of Industrial Relations, must be strictly observed.

24. Failure of the COUNTY to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.

25. FAIR EMPLOYMENT PRACTICES. In the performance of this Agreement, the CONCESSIONAIRE will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin or sex.

Willis

Telephone: (617) 437-6900
Fax: (617) 351-7480
Website: www.willis.com

Direct Line: (617) 351-7483
E-mail: melinda.bendt@willis.com

March 24, 2015

Monterey County Parks Department
855 E. Laurel Dr., Building G
Salinas, CA 93905

RE: Spartan Race, Inc. – Certificate of Insurance for Special Event

To Whom It May Concern,

Willis is the insurance broker for Spartan Race, Inc. who have just renewed their Auto Liability insurance with RLI Insurance Company effective March 20, 2015. Spartan Race is submitting a certificate of insurance that shows the current Auto insurance policy, but since the actual policy has not been issued we cannot attach, at this time, the Additional Insured or Primary Insurance endorsements that were included with last year's certificate. When we receive the policy we will reissue the certificate of insurance and attach

1. the Additional Insured endorsement naming Monterey County Parks Department and The County of Monterey as additional insureds, and
2. the Primary and Noncontributory – Other Insurance Condition endorsement, the same as last year.

Please let me know if you have any questions.

Sincerely,



Melinda M. Bendt
Executive Vice President

Willis of Massachusetts, Inc.
Three Copley Place, Suite 300
Boston, MA 02116



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/24/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | |
|---|---|--------------------------------------|
| PRODUCER Smith, Bell & Thompson, Inc. DBA Willis of Vermont c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 37230-5191 | CONTACT NAME: certificates@willis.com PHONE (A/C, No, Ext): (877) 945-7378 E-MAIL ADDRESS: | FAX (A/C, No): (888) 467-2378 |
| | INSURER(S) AFFORDING COVERAGE | |
| INSURED Spartan Race, Inc. 234 Congress St 5th Floor Boston, MA 02110 | INSURER A: Lexington Insurance Company | NAIC # 19437 |
| | INSURER B: RLI Insurance Company | 13056 |
| | INSURER C: Starr Indemnity & Liability Company | 38318 |
| | INSURER D: Everest National Insurance Company | 10120 |
| | INSURER E: | |
| INSURER F: | | |

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

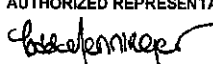
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|---|--------------|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | X | | 021778214 | 02/10/2015 | 02/10/2016 | EACH OCCURRENCE | \$ 1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 300,000 |
| B | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | | | CAP9502923 | 03/20/2015 | 02/10/2016 | COMBINED SINGLE LIMIT (Ea accident) | \$ 1,000,000 |
| | | | | | | | BODILY INJURY (Per person) | \$ |
| | | | | | | | BODILY INJURY (Per accident) | \$ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | \$ |
| C | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | 1000010896 | 02/10/2015 | 02/10/2016 | EACH OCCURRENCE | \$ 1,000,000 |
| | | | | | | | AGGREGATE | \$ 1,000,000 |
| D | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | SI8WC00070141 | 11/05/2014 | 11/05/2015 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER | |
| | | | | | | | E.L. EACH ACCIDENT | \$ 1,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | \$ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | \$ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Monterey County Parks Department, The County of Monterey, the United States of America, their officers, agents, and employees are included as additional insureds if required by written contract with respects to the General Liability Policy.

CERTIFICATE HOLDER

CANCELLATION

| | |
|--|--|
| Monterey County Parks Department 855 E. Laurel Dr., Bldg G Salinas, CA 93905 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| | AUTHORIZED REPRESENTATIVE  |

Date: 03/12/2015

Policy Number: 021778214

Underwriter Name: DAVID HERNANDEZ

Underwriter Region: BOSTON

Underwriter Branch: LEX NEW ENGLAND RISK

Underwriter Telephone: 617-457-5854

HOME OFFICE COPY

ENDORSEMENT # 013

This endorsement, effective 12:01 AM 02/25/2015

Forms a part of policy no.: 021778214

Issued to: SPARTAN RACE, INC

By: LEXINGTON INSURANCE COMPANY

**ADDITIONAL INSURED - STATE OR GOVERNMENTAL
AGENCY OR SUBDIVISION OR POLITICAL
SUBDIVISION - PERMITS OR AUTHORIZATIONS**

(Based on CG2012 04/13)

This endorsement modifies insurance provided by the following:

COMMERCIAL GENERAL LIABILITY POLICY

SCHEDULE

State Or Governmental Agency Or Subdivision or Political Subdivision

County of Monterey, its officers, agents and employees

Information required to complete this Schedule, if not shown above, will be shown in the Declarations

A. Section II - Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization
However:
 - a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
 - b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
2. This insurance does not apply to:
 - a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

b. "Bodily Injury" or "property damage" included within the "products-completed operations hazard".

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance.

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of the policy remain the same.



Authorized Representative

ENDORSEMENT # 005

This endorsement, effective 12:01 AM 02/10/2015

Forms a part of policy no.: 021778214

Issued to: SPARTAN RACE, INC

By: LEXINGTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED REQUIRED BY WRITTEN CONTRACT

- A. Section II - Who Is An Insured** is amended to include any person or organization you are required to include as an additional insured on this policy by a written contract or written agreement in effect during this policy period and executed prior to the "occurrence" of the "bodily injury" or "property damage."
- B. The insurance provided to the above described additional insured under this endorsement is limited as follows:**
- 1. COVERAGE A BODILY INJURY AND PROPERTY DAMAGE (Section I - Coverages) only.**
 - 2. The person or organization is only an additional insured with respect to liability arising out of "your work" or "your product" for that additional insured.**
 - 3. In the event that the Limits of Insurance provided by this policy exceed the Limits of Insurance required by the written contract or written agreement, the insurance provided by this endorsement shall be limited to the Limits of Insurance required by the written contract or written agreement. This endorsement shall not increase the Limits of Insurance stated in the Declarations under Item 3. Limits of Insurance pertaining to the coverage provided herein.**
 - 4. The insurance provided to such an additional insured does not apply to "bodily injury" or "property damage" arising out of an architect's, engineer's or surveyor's rendering of or failure to render any professional services including:**
 - i The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and**
 - ii Supervisory, inspection, architectural or engineering activities.**
 - 5. This insurance does not apply to "bodily injury" or "property damage" arising out of "your work" or "your product" included in the "products-completed operations hazard" unless you are required to provide such coverage by written contract or written agreement and then only for the period of time required by the written contract or written agreement and in no event beyond the expiration date of the policy.**

6. Any coverage provided by this endorsement to an additional insured shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance apply on a primary or non-contributory basis.
- C. Subparagraph (1)(a) of the Pollution exclusion paragraph 2.f., Exclusions of COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I - Coverages) does not apply to you if the "bodily injury" or "property damage" arises out of "your work" or "your product" performed on premises which are owned or rented by the additional insured at the time "your work" or "your product" is performed.
- D. In accordance with the terms and conditions of the policy and as more fully explained in the policy, as soon as practicable, each additional insured must give us prompt notice of any "occurrence" which may result in a claim, forward all legal papers to us, cooperate in the defense of any actions, and otherwise comply with all of the policy's terms and conditions.



Authorized Representative OR
Countersignature (In states where applicable)

ENDORSEMENT # 009

This endorsement, effective 12:01 AM 02/10/2015

Forms a part of policy no.: 021778214

Issued to: SPARTAN RACE, INC

By: LEXINGTON INSURANCE COMPANY

**WAIVER OF SUBROGATION
(BLANKET)**

It is agreed that we, in the event of a payment under this policy, waive our right of subrogation against any person or organization where the insured has waived liability of such person or organization as part of a written contractual agreement between the insured and such person or organization entered into prior to the "occurrence" or offense.

All other terms and conditions remain unchanged.



**Authorized Representative OR
Countersignature (In states where applicable)**