

Attachment 1

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Agreement No.: DBC1017

Date: _____

CONCESSION AGREEMENT
FOR
SPECIAL EVENTS

Dates of Event: October 6-9, 2017

This concession agreement for special events ("Agreement") by and between the County of Monterey, hereinafter called "COUNTY", and The Do LaB LLC, hereinafter called "CONCESSIONAIRE,"

WITNESSETH:

- I. CONCESSIONAIRE desires to secure from the COUNTY certain rights and privileges and to conduct the following described activity upon certain premises: Dirtybird Campout; to be held at the location described below, beginning on October 6, 2017 and ending on October 9, 2017.
- II. 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, including Exhibits A-B attached hereto and incorporated herein by this reference:
 - A. Redonda Vista Campground and Overflow Camping Area at Lake San Antonio South Shore.
 - B. CONCESSIONAIRE shall be allowed to begin event set up on Sunday, October 1, 2017, at 8:00 a.m. and will complete all tear down, clean up and remediation of the property no later than Friday, October 13, 2017, at 7:00 p.m.
 - C. CONCESSIONAIRE shall be allowed the use of two (2) large resort lodges beginning on Sunday, October 1, 2017, through Friday, October 13, 2017.
 - D. CONCESSIONAIRE shall be allowed the use of three (3) entry gate lanes beginning on Thursday, October 5, 2017 through Saturday, October 7, 2017.
 - E. All facilities are provided on an "as is" basis.
 - F. CONCESSIONAIRE agrees that all other areas of Lake San Antonio South Shore shall remain open to the public.
- III. The purposes of occupancy shall be limited to the activities directly associated with the Dirtybird Campout event ("Event"), as further described in Paragraph VII and the Plans section below.
- IV. CONCESSIONAIRE agrees to pay to COUNTY for the rights and privileges hereby granted the amounts and in the manner set forth below:
 - A. A site fee of \$40,000.00 for site rental as described in paragraph II above.
 - B. Utilities will be charged to CONCESSIONAIRE at COUNTY's cost following the Event.
 - C. Payment is due as outlined in the Special Provisions section of this Agreement.
- V. Upon approval of this Agreement by the Monterey County Board of Supervisors, CONCESSIONAIRE shall pay to COUNTY a non-refundable deposit of \$15,000.00. The deposit will be applied to the full payment due to the COUNTY for the Event.

- VI.** No later than September 1, 2017, CONCESSIONAIRE shall provide COUNTY with a \$10,000.00 cashier's check payable to COUNTY as a security 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.

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 CONCESSIONAIRE or limit the liability of CONCESSIONAIRE under this Agreement or for damages, either to the full amount of the bond/security or otherwise.

- VII.** A Special Use Event Application, attached to this Agreement as Exhibit A, 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 attached and all statements therein made become a part of the terms and conditions of this Agreement.
- VIII.** COUNTY may limit maximum attendance at COUNTY's discretion. Maximum attendance is seven thousand (7,000) persons per day, including staff, vendors and participants.
- IX.** The CONCESSIONAIRE agrees that any authorized representative of COUNTY shall have access to said premises at all times.
- X.** Appropriate COUNTY staff shall be allowed access to the Event at no charge and not to exceed ten (10) all-access credentials, both admission and parking, for use as COUNTY deems necessary for management staff, COUNTY's agents, and other COUNTY staff as needed. This does not apply to Park Rangers who shall be allowed to enter the event solely by providing their badge and without any additional credentials. All complimentary credentials shall not be subject to resale, and are subject to cancellation by CONCESSIONAIRE if resale is attempted and identified (e.g., eBay, Stubhub, Craigslist).
- XI.** CONCESSIONAIRE's GENERAL OBLIGATIONS.
- A. CONCESSIONAIRE shall complete all required plans and approvals for each event at least forty-five (45) days prior to the event as outlined in the Plans section of this Agreement.
 - B. CONCESSIONAIRE shall not commit or permit any injury or damage to any part of Lake San Antonio

South Shore, 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, or better, condition that it was received.

- C. CONCESSIONAIRE agrees to pre-event and post-event meetings with approving agencies on mutually agreeable dates. CONCESSIONAIRE also agrees to a pre-event meeting with operations and maintenance staff on a mutually agreeable date.
- D. CONCESSIONAIRE agrees to a walk-through of the property before and after the event with a representative from the CONCESSIONAIRE and one from the COUNTY required. Walk-throughs shall be documented with notes and photographs and agreed upon by both parties. Timing of the walk-throughs will be on mutually agreeable dates no more than one (1) week prior to beginning set up and no later than fourteen (14) days following cleanup of the event.
- E. CONCESSIONAIRE shall promptly arrange and pay to have repairs made for any damage to Lake San Antonio South Shore arising out of CONCESSIONAIRE's operation hereunder. CONCESSIONAIRE will complete all environmental repairs, as agreed to with COUNTY representatives, within fourteen (14) 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.
- F. 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 Lake San Antonio South Shore and CONCESSIONAIRE's operations.
- G. 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. 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.
- H. If CONCESSIONAIRE is using water trucks for dust control, water must be pumped from Lake San Antonio and not the well system.

XII. 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.

XIII. INDEMNITY AND HOLD HARMLESS. CONCESSIONAIRE shall indemnify, defend, and hold harmless the County of Monterey, 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 traffic circulation roads within Lake San Antonio South Shore, and the public performance of music, unless such claims, liabilities or losses arise out of the sole negligence or willful misconduct of the COUNTY. "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 Section

XIV of this Agreement.

XIV. INSURANCE & EVIDENCE OF COVERAGE.

A. Insurance & 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, upon request, CONCESSIONAIRE shall provide a certified copy of the policy or policies.
2. This verification of coverage shall be sent to COUNTY, 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 CONCESSIONAIRE 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, 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.

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 minimum limits of liability as listed in this section.
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 \$10,000,000 per occurrence with \$5,000,000 Primary Commercial General liability limit, plus a \$5,000,000 Commercial General liability excess umbrella subject to the County’s prior approval.
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 CONCESSIONAIRE 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.

6. Liquor liability insurance, with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage.
7. Commercial General, Excess/Umbrella, Liquor Liability and Auto Liability policies shall provide an endorsement naming the County of Monterey, and its officers, agents and employees as additional insureds, and shall further provide thirty days’ written notice to COUNTY in advance of cancellation or non-renewal of said policies.
8. Commercial General, Excess/Umbrella, Liquor Liability and Auto Liability policies shall also be endorsed to provide that such insurance is Primary Insurance and that no insurance or self-insurance of the additional insureds shall be called on to contribute to any loss incurred in connection with CONCESSIONAIRE’s performance of this Agreement.
9. Accident Medical Benefits Insurance to cover spectators, entertainers, employees and volunteers, with limits not less than \$25,000 each person.
10. The insurance carried must be with established and reputable companies acceptable to COUNTY. Acceptance or approval of insurance shall in no way modify or change the Indemnity and Hold Harmless clauses in this Agreement, which shall continue in full force and effect.

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 (3) 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 (30) 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, excess/umbrella 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, showing that CONCESSIONAIRE has in effect the insurance required by this Agreement. CONCESSIONAIRE 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 Agreement, which shall continue in full force and effect.


D. Special Event Insurance Endorsements:

1. The County of Monterey, its officers, agents, and employees are named as additional insureds.
2. CONCESSIONAIRE'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 CONCESSIONAIRE's insurance.
3. This Insurance Policy shall not be canceled or reduced without thirty (30) days written prior notice to County of Monterey, County Administrative Officer, or designee.
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 Administrative Officer, or designee, prior to the beginning of the Event.

- XV. 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 Lake San Antonio South Shore for CONCESSIONAIRE activities conducted hereunder.
- XVI.** 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.
- XVII.** All Rules and Regulations set forth in Exhibit B, 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.
- XVIII.** 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.
- XIX. NO REPRESENTATION OR WARRANTY OF FITNESS.** CONCESSIONAIRE acknowledges that it has been advised by COUNTY that the conditions, facilities, and area in the Lake San Antonio South Shore 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

- XX.** COUNTY and CONCESSIONAIRE shall be relieved of their obligation to the other if unable to perform the terms and conditions of this Agreement 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.
- XXI.** This Agreement may not be transferred to any other entity.
- XXII.** This agreement is not binding upon the COUNTY until it has been duly accepted and signed by its authorized representative.
- XXIII.** 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 Agreement, the CONCESSIONAIRE shall bear the entire cost of the audit, examination or review.
- XXIV.** Special Provisions: Four (4) pages of special provisions are incorporated in this Agreement by this reference.
- XXV.** 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:
 By 
 Name Jason Flemming
 Title Owner, The Do LaB
 Address 1024 Santee Street, Suite 600
Los Angeles, CA 90015

COUNTY OF MONTEREY:
 By _____
 Name Carl Holm
 Title Director, Resource Management Agency
 Address 1441 Schilling Place, 2nd Floor
Salinas, CA 93901

ATTEST:

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

ATTEST:

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

Dirtybird Campout
Lake San Antonio South Shore
October 6-8, 2017

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 local Fire District, California Highway Patrol, Federal Aviation Administration, Monterey County Health Department, CalTrans and Monterey County Sheriff's Departments.
- B. CONCESSIONAIRE will furnish copies of all permits or authorizations from outside agencies, if appropriate, to the COUNTY at least two (2) weeks prior to the event.

II. FEES

- A. All fees and charges are due according to the following payment schedule:

\$15,000.00	Non-Refundable Deposit	Due August 1, 2017
\$25,000.00	Payment	Due September 1, 2017
\$10,000.00	Faithful Performance Security	Due September 1, 2017

- B. If the Event is cancelled, CONCESSIONAIRE is responsible for all refunds that may apply, and will hold the COUNTY harmless as to any claims of anyone who has applied for refund of such pre-payment for such admission or to participate in the event.

III. CAMPING

CONCESSIONAIRE will provide a map showing camping areas per the Plans section of this Agreement.

IV. PARKING AND TRAFFIC CONTROL

- A. Parking and traffic control within Lake San Antonio South Shore is the responsibility of the CONCESSIONAIRE during the event. CONCESSIONAIRE shall control all event related traffic within Lake San Antonio South Shore so as not to interfere with other uses of the facility.
- 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.
- D. CONCESSIONAIRE will see that no vehicles will be driven on established lawn area or

off-road areas within the park. To obtain access by any said vehicle to an off-road area within the park, CONCESSIONAIRE or his/her representatives will first contact the event ranger. All such vehicles shall have a pre-approved identification plaque.

- E. California Highway Patrol (CHP) or Monterey County Sheriff's Office will control traffic on highways as required for the event. CONCESSIONAIRE will contract with the appropriate agency.

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. CONCESSIONAIRE is required to have on site, sufficient chemical toilets for the size of the event. The CONCESSIONAIRE will determine the number of chemical toilets necessary to serve any given area during the event per Monterey County Health Department standards. That number of required chemical toilets will be furnished and maintained during the event at the expense of the CONCESSIONAIRE.
- C. CONCESSIONAIRE shall maintain all permanent Parks-owned restroom facilities during the Event if they are used.
- D. COUNTY will provide CONCESSIONAIRE with a relatively litter and trash free event site. CONCESSIONAIRE will be responsible for all litter, trash control and recycling during the Event including trash dumpsters and hauling service and cleanup after the Event. Should the COUNTY be required to empty trash cans or pick up excessive litter after the Event, CONCESSIONAIRE will be billed for such service or have it deducted from the security.
- E. The Monterey County Health Department requires completion of a Recycling Plan to recycle waste products generated by the event including plastic, aluminum, cardboard, and cooking oils. Please consider methods by which this may be accomplished, and include in the Sanitation Plan. Form will be provided by COUNTY.
- F. It is the responsibility of the CONCESSIONAIRE to provide grey water disposal facilities in food concession areas.
- G. 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 COUNTY. All changes, alterations, or damages resulting from the CONCESSIONAIRE's activities must be restored, repaired and/or replaced after the event to the satisfaction of the COUNTY. CONCESSIONAIRE, at their own expense, may make property improvements (hereinafter "Improvements") with prior written approval from COUNTY. CONCESSIONAIRE is solely responsible for obtaining any permits required by state or local laws and regulations. All Improvements must meet any and all building and other applicable codes requirements. Improvements may be accepted at the sole discretion of the COUNTY, and will be deemed a donation. Accepted Improvements are provided on an "as is" basis with no ongoing liability or responsibility by CONCESSIONAIRE following the end of the Event. COUNTY will issue CONCESSIONAIRE documentation to use for such donation for tax purposes as allowed by applicable law.

Improvements that are not accepted by the COUNTY shall be removed no later than 7 days following the conclusion of the Event.

- B. A representative from the COUNTY 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. 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 COUNTY. Erosion damage will be repaired at the CONCESSIONAIRE'S expense under COUNTY supervision no later than two (2) weeks after the Event. CONCESSIONAIRE will have equipment and materials, i.e., tools, seed, straw, on-site prior to the conclusion of the Event.

VII. ADVERTISEMENT

- A. All banners and signs and their method and location of display, must be approved by the COUNTY.
- B. Signage on highways outside of COUNTY property will require the appropriate encroachment permits. All permits are the responsibility of CONCESSIONAIRE.

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 the event, must be returned to original locations after the Event.
- B. COUNTY must be furnished a list and location map of all vendors associated with the Event no later than three (3) weeks prior to the Event. This list must include food, merchandise and information vendors.
- C. 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 Lake San Antonio South Shore and CONCESSIONAIRE's operations.
- 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 or charges shall not constitute cause for modification of fees payable by CONCESSIONAIRE to COUNTY pursuant to this Agreement.
- E. 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.

IX. SOUND

- A. COUNTY will provide personnel to monitor sound at the mixing board(s) if necessary to control

sound. Sound will be measured one hundred feet (100') in front of the stage and will be monitored on a frequency weighting. Sound will be monitored by COUNTY personnel inside and outside the park as needed.

- B. Amplified sound, at the 105 dBA level, will be allowed from 9:00 am until 2:00 am. From 2:00 am until 4:00 am, sound must be lowered to 85 dBA. After midnight, all scheduled and non-scheduled activities, including music and other performances, will be strictly monitored and sound must not travel outside the venue.
- C. All performance locations must be strategically placed to cause the least amount of disturbance to the surrounding neighbors.
- D. All sound checks shall take place prior to the beginning of the event. Sound checks shall not be performed prior to 9:00 am or after 8:00 pm. COUNTY must be notified in advance when the sound checks will take place.
- E. CONCESSIONAIRE shall give special attention to placement of tents, speakers, stages, etc., to keep sound directed away from residents.
- F. CONCESSIONAIRE shall direct all personnel operating sound equipment to stay within the established decibel limits and to turn the music down if requested to do so by COUNTY personnel. COUNTY personnel may opt to request that CONCESSIONAIRE instruct sound personnel when the sound needs to be adjusted.
- G. COUNTY shall make one (1) request for sound to be lowered when it is in excess of the dBA level permitted. The second request shall be in writing to the CONCESSIONAIRE and shall carry a penalty of \$1,500.00. The third request shall give COUNTY the authority to terminate the activities in that area, or the entire event, as applicable. The third request shall carry an additional penalty of \$5,000.00.
- H. COUNTY has the authority to terminate the event, or any activities within the event, if CONCESSIONAIRE does not comply with direction from COUNTY personnel.
- I. All sound monitoring equipment shall be calibrated per OSHA and equipment and industry standard guidelines and readings will be based on sustained levels.

PLANS

- A. The COUNTY, together with other agencies, requires that CONCESSIONAIRE develop and supply to COUNTY certain plans. They may be composed of, but are not limited to, maps, narrative descriptions, other agency correspondence, applications, licenses, etc. Plans required for the event are checked as follows:

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

- B. The following contains information on what various plans are expected to contain. All items may not be applicable to the Concessionaire's event. All required plans are due no later than August 1, 2017.

I. SITE PLAN

- A. This plan should be an overview of the entire activity area on a map. Elements of other plans may appear on this map. In addition, please include some narrative descriptions. The plan may include locations of:

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

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

II. COMMUNICATIONS PLAN (A Narrative)

- A. Include a brief statement stipulating what type of event is being conducted and estimates of attendance.
- B. Identify individuals responsible for coordinating special event communications including contact phone numbers.
- C. Identify specific period in which special event communications will be conducted including dates and specific hours of operation.
- D. Identify who/what organization will be providing basic communication services for the Event including a statement as to personnel training and level of experience.

- E. Provide location and generalized description of communication facilities to be utilized during the Event including location of the dispatch center.
- F. Identify Monterey County public safety agencies and organizations that will be participating with CONCESSIONAIRE (e.g. - Sheriff, EMS, Fire District, California Highway Patrol, etc.).
- G. Include a statement regarding how the special event communications operation will interface with the Monterey County Public Safety Communications system in the event of a major emergency or disaster. CONCESSIONAIRE shall have staff assigned to the Incident Command Post if established by the Monterey County Sheriff's Office.
- H. Include a listing of frequencies to be used by site coordinators during the Event. A list of radio call signs that will be used must be included should interagency coordination be required during an emergency.
- I. Include a listing of on-site phone numbers for contacting the event communications center and communication coordinators in the event of an emergency.
- J. Include a statement providing special operational information relating to event communications.

III. MEDICAL PLAN

CONCESSIONAIRE shall complete a Medical Plan form for submittal to the County Office of Emergency Medical Services (EMS) for approval. COUNTY will provide form.

IV. PARKING AND TRAFFIC CONTROL PLAN

- A. List names of persons responsible for this aspect of the event and their work schedules.
- B. On a map, show the traffic plan patterns within the park at different stages of the event. Differentiate between general traffic routes and VIP, vendor, or participant routes, if applicable.
- C. On a map, denote the areas of the park to be parked, how they will be identified, and in what order they will be parked.
- D. Show any access control points, i.e., ticket sales, ticket check, will call, etc.
- E. If CHP or Sheriff's Office will be involved in this aspect of the event, so note together with their work schedules. Provide proof that the Traffic Control Plan has been approved by the appropriate agencies.

V. SANITATION PLAN

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

VI. CAMPING PLAN

- A. List names of person(s) responsible for this aspect of the event together with their work schedules.

- B. Using a map show the areas of the park to be camped, times and dates of occupancy and how the different areas, i.e., "A" Camp, "B" Camp, VIP, vendors, overflow, etc. will be identified.
- C. Explain how campers are to be assigned to a particular site or area, how it will be accomplished and how many campers will occupy any given area.
- D. Explain how early arrivals for the event will be handled.

VII. SECURITY PLAN

- A. First, there are the security requirements that the Concessionaire will want for various aspects of the 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. The plan should clearly state:
 - 1) List name(s) of person(s) responsible for this aspect of the event and their work schedules and how they can be contacted.
 - 2) List 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 the Concessionaire in order for the application to be approved. Normally these requirements will come from the RMA - Parks and the Monterey County Sheriff's Office, who have jurisdiction within Monterey County Parks.
- C. The Sheriff's Office may require additional security or information. The determination of what is acceptable will be determined by the Sheriff's Office. Should the Sheriff's Office require that one or more of their units be on site during the event, an "Application for Special Police Protection" will be required. This form is available through the Sheriff's Office or the RMA - Parks.

VIII. ACCESSIBILITY PLAN

The plan must describe, in narrative form, the following: the numbers and locations of accessible parking and restrooms and accessibility to all areas of the event and how it will be accomplished. Parking and restrooms must be shown on the Site Plan.

IX. ANIMAL CONTROL PLAN

The plan must address, in narrative form, the following: advertisement of restrictions, entrance control, vaccination verification, alternatives to bringing pets to the event and, temporary holding facilities. Other animal control-related issues shall be addressed as necessary.

X. REMEDICATION 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.

Approved as to form by County Counsel.

COUNTY OF MONTEREY
PARKS DEPARTMENT

SPECIAL USE EVENT APPLICATION

Application Date: June 23, 2017

Date Received by Parks: 6/23/17

Thank you for selecting a County of Monterey Park as the site for your special event. The information requested in this application will be used to determine your eligibility for a permit to conduct the proposed event. When you submit this application, it is considered a request for a permit only; submission does not mean that the event has been approved. In order for an event to be approved, all required permits must be obtained and fees paid. Any misrepresentation in this application or deviation from the final permit conditions may result in immediate revocation of the event permit and the canceling of the event. Please answer all questions. Your application will not be processed until all information is completed and received.

Please sign and date the application by hand. Submit the application and all required attachments to:

Parks Special Events Manager
168 W Alisal St., 2nd Floor
Salinas, CA 93901
By email: chinl@co.monterey.ca.us

This application will be distributed to County departments, and possibly other entities such as the local fire district, that may be involved in permitting and/or supporting the event described in this application. The application will be reviewed by these departments in order to determine required conditions, the scope and estimated cost of County support services, and the permits that will be required. Failure to submit a complete application could result in delay of processing the application.

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

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

Park Name: Lake San Antonio South Shore
Park Area(s): Redonda Vista Campgrounds and Overflow camping area
Set Up Dates/Times: Oct. 1- Oct. 6
Event Dates/Times: Oct. 6-9
Cleanup Dates/Times: Oct. 9-13

for Dirtybird Campout, subject to the following conditions:
(Event Name)

1. Organization Address: 1024 Santee St. Suite 600 LA CA 90015
2. Event Contact name: Dede Flemming
 - a. Phone and Cell Phone: 323-459-2690
 - b. Email: dede@thedolab.com

3. Event Description (including programs, activities, entertainment and schedule):
Music, camping, summer camp style games and activities

4. Attendance: 5,000-6,000 people
 Minimum attendance: 3,000
 Maximum attendance. (The County may limit maximum attendance at its discretion):
6,000
5. Method of limiting attendance to the maximum number of persons permitted by the County:
limiting ticket sales
6. Event will have amplified music: Yes No
 If yes, describe. Sound system at the two stages
7. If this event is a fundraiser, list the beneficiaries: no
8. Applicant will have not less than 100 employees and 50 volunteers in the Park unit during the period of this Special Use Event.
9. Food and beverages will be prepared, sold, or served at the Event: Yes No
10. Equipment will used at the event, such as tents, stage, canopies: Yes No
11. Alcohol will be sold or served at the Event: Yes No
12. Applicant must provide the following information (responses may be submitted on a separate sheet if they do not fit in the space provided):
- 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:
Its a smaller version of the music event that takes place at north shore

 - List of applicant's proposed fees/charges:
 Admission/Entrance Ticket: \$165
 Vendor Space: \$500
 Participation: 0
 Other: Car camping = \$45 RV camping = \$300
 - Estimated gross receipts: \$950,000 - \$1,200,000
 - Estimated net profit: \$100,000 - \$250,000
 - Method of garbage collection and disposal to be used: WM role off containers and individual trash and recycling bins.

- f. List of vendors and items they are selling during the event (event and vendors must have permits as required by Monterey County Health Department and Monterey County Regional Fire District):

Food and beverage vendors TBD

- g. Proposed fire control measures and additional firefighting equipment to be furnished by applicant as required by the Director of Resource Management Agency, his designee or the local fire marshal: Fire extinguishers, fire suppression tools, water trucks

- h. Proposed first-aid service to be supplied by applicant, including ambulance services, doctors or nurses: Medical team consisting of EMT's, Paramedics, nurses and physicians as well as AMR.

- i. Additional police protection or security (provided by applicant and at their expense): Event security and sheriff dept.

- j. Parking and Traffic Plans and Personnel, as required for traffic control (provided by applicant and at their expense): Parking staff will be provided

- k. Additional sanitary facilities as required by the Director of Resource Management Agency, 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: will be on event map tbd

Date of placement: Oct. 1

Date of removal: Oct. 11

Date(s) of service: everyday

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


13. Applicant may be required to post security or a bond with the County, depending on circumstances of the special event and probabilities of damage.

14. Applicant will be required to provide insurance covering their special event.

15. The Director of Resource Management Agency, 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.

16. 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 the application has been duly accepted and the Concession Agreement has been signed by both County and Concessionaire.

17. 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)
Dede Flemming

(Name)
Co President

(Title)
7/10/17

(Date)
1024 Santee St. suite 600

(Address)
LA CA 90015

(City, State, Zip)

Approved as to form by County Counsel.

**MONTEREY COUNTY RESOURCE MANAGEMENT AGENCY - PARKS
RULES AND REGULATIONS GOVERNING SPECIAL EVENTS**

1. These Rules and Regulations are in addition to those contained in the Monterey County Code, including but not limited to Monterey County Code Section 14.12.030.
2. No concession will be allowed to open until all preliminary requirements set forth in this document have been complied with.
3. Concessionaires are responsible for ensuring that all event vendors comply with the Monterey County Code and all Parks rules and regulations.
4. Concessionaires and their employees, 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 and neat. All concessionaires and 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 as established by the State Department of Public Health and the Monterey County Health Department.
5. All concessionaires and vendors will conduct their 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. Concessionaires and vendors shall recycle to the largest extent possible.
6. All buildings, tents, or enclosures erected under the terms of a Concession Agreement shall have the prior written approval of the County and the local fire suppression authorities. Building permits may be required.
7. Concessionaires are responsible for securing planning, building and encroachment permits from the Monterey County Resource Management Agency (RMA). It is recommended that concessionaires contact RMA a minimum of 90-180 days in advance of an event to allow plenty of time for the process and to avoid penalty fees. Penalty fees may be assessed for anything less than 60 days in advance. Contact information will be provided by the County.
8. Concessionaires 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. Concessionaires 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; and will confine said transactions to the space and privileges provided in the Concession Agreement.
9. All concessionaires and vendors will cause to be posted 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 the Concession Agreement.

10. Concessionaires must, at their own expense, keep their concession space and adjacent area properly arranged and clean. Receptacles will be provided at appropriate locations to receive the concessionaires' trash, and such trash must not be swept into any public space. All sound-producing devices used by a concessionaire within or outside its concession space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to its 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 require written permission from the County. Control of the amplification decibel level will be at the discretion of the County.
11. Concessionaires agree that there will be no games, gambling or any other activities within the confines of its concession space in which money is used as a prize or premium, and that it will not buy and/or permit "buy backs" for cash of any of its prizes or premiums given away to patrons in connection with the promotion of their 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.
12. Concessionaires are entirely responsible for the space allotted to them and agree to reimburse the County for any damage to property used in connection with the space allotted to the concessionaires. The County will be the sole judge of the extent of the damages.
13. The County shall assume no responsibility for loss or damage to the property of the concessionaires. Small articles easily removed or particularly fragile articles or displays should be put away for safekeeping by concessionaires after the closing hour each night.
14. Each and every article of the concession and all boxes, crates, packing material and debris 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.
15. No concessionaire will be permitted to sell or dispose of alcoholic beverages on park grounds except in its concession space. No sales are to be made unless the concessionaire is therefore authorized in writing by the County and unless it holds a lawful license authorizing such sales on said premises.
16. All activities within the park unit shall be at the direction of the Director of Resource Management Agency or designee.
17. Arrangements for advance preparations shall be made with the Director of Resource Management Agency or designee.
18. The Monterey County Code, and rules and regulations of the Monterey County Park System shall be observed by the concessionaire, its employees, agents or contractors.
19. The use of buildings or grounds shall be in strict accordance with the Concession Agreement as authorized by the Director of Resource Management Agency and/or the Board of Supervisors of the County of Monterey. This provision particularly applies to activities which might create hazardous conditions.

20. Except during the event, the public shall have normal access to the area.
21. No structures or sets are to be built unless specifically provided for in a Concession Agreement, and no shrubbery or trees are to be cut, trimmed, or injured.
22. Fires will not be permitted except upon the specific approval of the Director of Resource Management Agency, or 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. In the performance of the Concession Agreement, concessionaires will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin or sex.

Approved as to form by County Counsel.