

Agreement No.: LIB0515

Date: _____

CONCESSION AGREEMENT
FOR
SPECIAL EVENTS

Dates of Event: May 21-25, 2015

This agreement by and between the County of Monterey, hereinafter called "COUNTY", and The Do LaB LLC, hereinafter called "CONCESSIONAIRE,"

WITNESSETH:

1. CONCESSIONAIRE desires to secure from the COUNTY certain rights and privileges and to conduct the following described activity upon certain premises: Lightning in a Bottle Arts & Music Festival; to be held at the location described below, beginning on May 21, 2015 and ending on May 25, 2015.

2. 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-E, attached hereto and incorporated herein by this reference:

- a) Lake San Antonio North Shore – as delineated more specifically on the attached map (Exhibit E)
- b) CONCESSIONAIRE will have access to all areas beginning on Wednesday, May 13th, 2015, for set up and concluding Friday, May 29th, 2015. All facilities are provided on an "as is" basis.

3. The purposes of occupancy shall be limited to: Activities directly associated with the Lightning in a Bottle Arts & Music Festival event.

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

- a) A flat fee of \$175,000.00 for site rental; personnel costs, including Park Aide services and Park Ranger overtime; trash dumpsters and hauling service; use of three (3) cottages; and all utilities.
- b) Non-refundable deposit of \$25,000.00 is due on February 1, 2015. If the event is cancelled through no fault of COUNTY, the deposit shall be retained by COUNTY. If the event proceeds as planned, the deposit amount shall be applied to the balance due.
- c) A payment of \$75,000.00 is due on March 20, 2015, and the balance of \$75,000.00 is due on May 14, 2015.

5. 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.

6. 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, Exhibit A, attached and all statements therein made become a part of the terms and conditions of this agreement.

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

8. CONCESSIONAIRE's GENERAL OBLIGATIONS.

- a) CONCESSIONAIRE shall complete a Special Event Application and a Concession Agreement for Special Events (Exhibit "A") and all required plans and approvals, approved by the Director of Parks, for each event at least 60 days prior to the event.
- b) CONCESSIONAIRE shall not commit or permit any injury or damage to any part of the Lake San Antonio North 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 condition or repair after each program use, reasonable wear and tear excepted.
- c) CONCESSIONAIRE shall promptly arrange and pay to have repairs made for any damage to the Lake San Antonio North Shore 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.
- d) 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 North Shore and CONCESSIONAIRE's operations.
- e) 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.
- f) 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.

9. 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.

10. INDEMNITY AND HOLD HARMLESS. CONCESSIONAIRE shall indemnify, defend, and hold harmless the United States of America, County of Monterey 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 road system and traffic circulation

roads within the Lake San Antonio North Shore, 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 or 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 Exhibit B attached hereto and made a part of this agreement by this reference.

11. INSURANCE & EVIDENCE OF COVERAGE. 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. 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.

- a) 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.
- b) 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:
 - 1) 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.
 - 2) 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.
 - 3) 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.
 - 4) 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.

- 5) Liquor liability insurance, with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage.
- 6) Commercial General, Liquor Liability and Auto Liability policies shall provide an endorsement naming the County of Monterey, the United States of America, 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.
- 7) Commercial General, 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.
- 8) Accident Medical Benefits Insurance to cover spectators, entertainers, employees and volunteers, with limits not less than \$25,000 each person.
- 9) 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 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.

d) 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.

12. 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 North Shore for CONCESSIONAIRE activities conducted hereunder.

13. 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.

14. 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.

15. 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.

16. 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 North 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 exclusive use of this Lake San Antonio North Shore 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.

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

18. 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.

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

20. 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 _____

By _____

Name Jason Flemming

Name Mike Derr

Title Owner, The Do LaB

Title Contracts/Purchasing Officer

Address 4423 W. Jefferson Blvd.

Address 168 W. Alisal Street

Los Angeles, CA 90016

Salinas, CA 93901

ATTEST:

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

Lightning in a Bottle Arts & Music Festival
Lake San Antonio North Shore
May 21-25, 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 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. 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 staffing necessary to collect established fees for the event.
- C. CONCESSIONAIRE will provide COUNTY 100 admission passes per day for its staff, guests and invitees for the Festival. Distribution will be as COUNTY sees fit and shall use discretion so as not to abuse the passes. Up to thirty (30) all-access credentials, both admission and parking, for key personnel (management staff, rangers and COUNTY Administrative staff) shall be provided to COUNTY as provided in writing to CONCESSIONAIRE prior to the event.
- D. All fees and charges are due according to the following payment schedule:

| | | |
|-------------|--------------------|----------------------|
| \$25,000.00 | First half deposit | Due February 1, 2015 |
| \$75,000.00 | Payment | Due March 20, 2015 |
| \$20,000.00 | Cash Bond | Due April 24, 2015 |
| \$75,000.00 | Balance | Due May 14, 2015 |
- E. In the event that 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 the park is the responsibility of the CONCESSIONAIRE during the event.

- 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 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 shall provide chemical toilets for the event using the formula of one for every forty (40) campers or one for every one hundred twenty (120) day use attendees. Of those chemical toilets, one (1) in every ten (10) must be accessible. Chemical toilet provider shall also provide cleaning, stocking, servicing and pumping service. Cost of all chemical toilets and service is the responsibility of the CONCESSIONAIRE.
- C. CONCESSIONAIRE will maintain all permanent Parks-owned restroom facilities during the event.
- D. ***Trash and Litter Collection:*** COUNTY will provide you with a relatively litter and trash free event site. COUNTY will place trash and recycling containers and line each with plastic bag. At the conclusion of your event, COUNTY will pick-up all empty trash and recycling containers and return them to storage. CONCESSIONAIRE will be the responsible for all litter and trash control and recycling during event and cleanup after the event.
- E. The Monterey County HEALTH DEPARTMENT requires you to complete a Recycling Plan to recycle waste products generated by your event including plastic, aluminum, cardboard and cooking oils. Please consider methods by which this may be accomplished, and include in your Sanitation Plan. Form will be provided by COUNTY.
- F. Dumpster(s) and hauling for the event will be provided by COUNTY as available and needed.

- G. ***Grey Water Disposal:*** It is the responsibility of the CONCESSIONAIRE to provide grey water disposal facilities for food vendors.
- H. ***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.
- D. Erosion damage will be repaired at the CONCESSIONAIRE'S expense under PARKS DEPARTMENT supervision no later than two 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 brochures, flyers or posters, shall be approved by the PARKS DEPARTMENT prior to distribution to the public.
- B. All banners and signs and their method and location of display, must be approved by the PARKS DEPARTMENT.

X. 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.
- 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 North 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 use 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.

XI. SOUND

- A. COUNTY will provide personnel to monitor sound at the mixing board(s) if necessary to control sound. Maximum allowable decibel level is 100 dB, one hundred feet (100') in front of the stage and will be monitored on a A frequency weighting.
- 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 local residents.
- F. Sound will be monitored by COUNTY personnel inside and outside the park as needed.
- G. 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 Parks Department personnel. Parks Department personnel may opt to request that CONCESSIONAIRE instruct sound personnel when the sound needs to be adjusted.
- H. COUNTY shall make one (1) request for sound to be lowered when it is in excess of the dB 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.
- I. COUNTY has the authority to terminate the event, or any activities within the event, if CONCESSIONAIRE does not comply with direction from Parks Department personnel.
- J. 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. In order to help ensure that your event is successful from an operational standpoint, the County Parks Department, together with other agencies, may require that you develop and supply to us certain plans. These plans will address one or more of the following aspects of your event. They may be composed of, but are not limited to, maps, narrative descriptions, other agency correspondence, applications, licenses, etc. Plans required for your event are checked as follows:

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

- B. It is possible that all required information may be contained on a single map with accompanying narrative descriptions. This determination will be dependent in large part on the size and complexity of your event.
- C. The following will give you some idea of what various plans are expected to contain. All items may not be applicable to your event.

I. SITE PLAN

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

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

II. COMMUNICATIONS PLAN (A Narrative)

- A. **Event Description** - A brief statement stipulating what type of event is being conducted and estimates of attendance.
- B. **Communications Coordinator** - Identifies individuals responsible for coordinating special event communications. Should include contact phone numbers.
- C. **Operational Period** - Identifies specific period in which special event communications will be conducted. Should include dates and specific hours of operation.

- D. **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.
- E. **Facilities** - Provides location and generalized description of communication facilities to be utilized during the event. Where will the dispatch center be located?
- F. **Interagency Coordination** - Identifies Monterey County public safety agencies and organizations that will be participating with the event organizers (e.g. - Sheriff, EMS, Fire District, California Highway Patrol, etc.).
- G. **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.
- H. **Frequencies** - A listing of frequencies to be used by site coordinators during the event. A list of radio call signs that will be used must be included should interagency coordination be required during a major emergency.
- I. **Emergency Contacts** - A listing of on-site phone numbers for contacting the event communications center and communication coordinators in the event of an emergency.
- J. **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). 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.

Medical Plan Approval by EMS: Required X 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 various groupings of chemical toilets as you want them distributed. Show location of all permanent restroom facilities in the event area.
- C. The permanent facilities open to the public serving your event area will offset the number of chemical toilets that may be required for your event. The Parks Department will help you calculate the actual number of chemical toilets for your event.
- D. If your contract with the Parks Department requires that you pay for all chemical toilets and their servicing during your event, you may elect to use the vendor recommended by the Parks Department or hire your own. In any case, the name of the company, contact person, phone number, the date that chemical toilets will be moved into place per the Sanitation Plan and the date they will be moved back, should all be contained in your Sanitation Plan.

VI. CAMPING PLAN

- A. List names of persons responsible for this aspect of your event together with their work schedules.
- B. Using a map show the areas of the park to be camped, times and dates of occupancy and how you will identify different areas, i.e., "A" Camp, "B" Camp, VIP, vendors, overflow, etc.
- C. If campers are to be assigned to a particular site or area, how will this be accomplished? How many campers will occupy any given area?
- D. How will you deal with early arrivals for your event? How will you deal with campers occupying campsites when you take over? Some may plan to attend your event, others may not.

VII. SECURITY PLAN

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

- A. First, there are the security requirements that you will want for various aspects of your event (i.e., general crowd control, entry point management, equipment, vendor booths, alcohol sales, etc.). Pre and post event security for equipment, vehicles, vendor booths etc., should also be planned. Your plan should clearly state:
 - 1) The name(s) of persons responsible for this aspect of your event together with their work schedules and how they can be contacted.
 - 2) The total number of security personnel, their assignments, how they will be communicated with, how will they be identified, and their work schedules.
- B. Second, there are the security requirements that others will require of you in order for your application to be approved. Normally these requirements will come from the Parks Department and the Monterey County Sheriff's Department, who have jurisdiction within Monterey County Parks.
- C. 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 _____

VIII. 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.

IX. 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.

X. SOUND MITIGATION PLAN

Your plan must address the following in narrative form: personnel monitoring all mixing boards and sound, acknowledgement of decibel levels and times, sound checks and placement/direction of speakers. Other issues should be addressed as necessary.



CERTIFICATE OF LIABILITY INSURANCE

DOLAINC-01

JOHSM1

DATE (MM/DD/YYYY)

12/4/2014

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 License # 0564249 Heffernan Insurance Brokers 6 Hutton Centre Drive, Suite 500 Santa Ana, CA 92707 | CONTACT NAME: PHONE (A/C, No, Ext): 1 (714) 361-7700 | FAX (A/C, No): 1 (714) 361-7701 |
| | E-MAIL ADDRESS: | |
| INSURER(S) AFFORDING COVERAGE | | NAIC # |
| INSURED The Do Lab LLC 4423 West Jefferson #102 Los Angeles, CA 90016 | INSURER A: The Burlington Insurance Company | |
| | INSURER B: | |
| | INSURER C: | |
| | INSURER D: | |
| | 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 SUBR INSD: WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|----------|---|---|---------------|-------------------------|-------------------------|---|--------------|
| A X | COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | 263BW27527 | 03/08/2014 | 03/08/2015 | EACH OCCURRENCE | \$ 1,000,000 |
| | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 100,000 |
| | | | | | | MED EXP (Any one person) | \$ 1,000 |
| | | | | | | PERSONAL & ADV INJURY | \$ 1,000,000 |
| | | | | | | GENERAL AGGREGATE | \$ 2,000,000 |
| | | | | | | PRODUCTS - COMP/OP AGG | \$ 1,000,000 |
| | | | | | | | \$ |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | | COMBINED SINGLE LIMIT (Ea accident) | \$ |
| | | | | | | BODILY INJURY (Per person) | \$ |
| | | | | | | BODILY INJURY (Per accident) | \$ |
| | | | | | | PROPERTY DAMAGE (Per accident) | \$ |
| | | | | | | | \$ |
| | UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ | <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE | | | | EACH OCCURRENCE | \$ |
| | | | | | | AGGREGATE | \$ |
| | | | | | | | \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | <input type="checkbox"/> Y <input checked="" type="checkbox"/> N N/A | | | | PER STATUTE | OTH-ER |
| | | | | | | E.L. EACH ACCIDENT | \$ |
| | | | | | | E.L. DISEASE - EA EMPLOYEE | \$ |
| | | | | | | E.L. DISEASE - POLICY LIMIT | \$ |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

County of Monterey, the United States of America, their offices, agents and employees are named as additional insured. Primary and noncontributory wording applies.

30 day notice of cancellation is given except 10 days for nonpayment of premium.

CERTIFICATE HOLDER

CANCELLATION

County of Monterey
 PO Box 5249
 Salinas, CA 93915

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

© 1988-2014 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

| Name Of Additional Insured Person(s) Or Organization(s) |
|--|
| County of Monterey, the USA, their Officers, Agents & Employees Parks Department PO Box 5249 Salina, CA 93915 |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A.** In the performance of your ongoing operations; or
- B.** In connection with your premises owned by or rented to you.

- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against any insured, you must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below.

b. Excess Insurance

- (1) This insurance is excess over:
 - (a) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
 - (iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section I – Coverage **A** – Bodily Injury And Property Damage Liability.
 - (b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured by attachment of an endorsement.
- (2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

Exhibit A

**COUNTY OF MONTEREY
PARKS DEPARTMENT**

**SPECIAL USE EVENT APPLICATION
Lightning in a Bottle Festival 2015**

Application Date: Aug 15, 2014 Date Received by Parks: 8/15/14

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

Dede Flemming The Do LaB LLC, as a concessionaire, to make use of the
(Name of Applicant/Host Organization)

Park Name: Lake San Antonio
Park Area(s): North Shore
Set Up Dates/Times: May 13-May 21
Event Dates/Times: May 21-25
Cleanup Dates/Times: May 25 - 29

for Lightning in a Bottle Arts and Music Festival, subject to the following conditions:
(Event Name)

1. Contact name: Dede Flemming
Phone and Cell Phone: 323-459-2690
email: dede@thedolab.com
2. Event Description (including programs, activities, entertainment and schedule): Lightning in a Bottle is a 4 day camping, arts and music festival that hosts workshops, yoga, music, lectures and discussions as well as a variety of other family friendly entertainment.
3. Event will have amplified music: X Yes No
If yes, applicant shall complete the Amplified Music Permit Form.
4. If this event is a fundraiser, list the beneficiaries: It's a for profit event that contributes to charities. Beneficiaries are: The Do Art Foundation, Bryson Hysperia Calender, Sol Treasures, Chumash Tribe.
5. Applicant will have not less than 1500 employees and 500 volunteers in the Park unit during the period of this Special Use Event.
6. 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: See attached proposal document.
 - b. List of applicant's proposed fees/charges:

Admission: Full weekend admission will range from roughly \$225-\$270. One day passes will be roughly \$100. *subject to change.

Vendor Space: \$500 - \$1500 depending on products being vended.

Entrance Ticket: same as admission

Participation: n/a

Other: Fees will be charged for car camping passes and RV passes. TBD.

c. Day Use Vehicle Fees (for entrance to the Park) will be collected as shown and explained below:

Parks Staff at Gate: n/a

Event Staff at Gate: n/a

Applicant will pay for all attendees: n/a

d. Minimum attendance: 10,000

e. Maximum attendance. (The County may limit maximum attendance at its discretion): 15,000

f. Method of limiting attendance to the maximum number of persons permitted by the County: Festival security secures the entrance gate and can stop people from entering if we hit capacity.

g. Estimated gross receipts: \$3.5 million

h. Estimated net profit: \$500,000-\$800,000

i. Fees to be paid to County as follows:

Site Rental Fees:

Day Use Vehicle Fees:

Per Person Participation Fee:

(based on box office or ticket sales records)

Guaranteed Minimum:

j. Method of garbage collection and disposal to be used: See attached proposal document.

k. 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) TBD
- 2)
- 3)
- 4)
- 5)
- 6)

l. 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: See attached proposal document.

m. Proposed first-aid service to be supplied by applicant, including ambulance services, doctors or nurses: See attached proposal document.

- n. Additional police protection or security (provided by applicant and at their expense):
Similar to LIB 14 we will work with Monterey County Sheriff's Department to incorporate Sheriff's Deputies into the event plans.
- o. Parking and Traffic Plans and Personnel, as required for traffic control (provided by applicant and at their expense): Plans will be developed and submitted based on the successes and shortfalls of the plan from LIB 14.
- p. 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: TBD
 Location(s) of additional facilities: These locations will be highlighted on a map still being developed.

Date of placement: Between May 16 - May 21
 Date of removal: Prior to May 29th
 Date(s) of service: All units serviced 3 times a day on May 21-25. Service team is on site 24 hours a day in the event that additional service is needed.

- q. Submit information on all the organizations involved, whether sponsors, recipients, or promotional firms and their objectives, purposes and financing:
The Do LaB LLC is the sole beneficiary of it's event Lightning in a Bottle and is the sole entity finacing the event.

- 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]
 (Signature)
Jason (Dede) Flemming
 (Name)
Event Owner
 (Title)
Aug 15, 2014
 (Date)
4423 W. Jefferson Blvd. #102
 (Address)
Los Angeles CA 90016

COUNTY OF MONTEREY:

[Signature]
 (Signature)
Nick Chiulos
 (Name)
Assistant CAO/Interim Parks Director
 (Title)
11/24/14
 (Date)
855 E. Laurel Dr., Bldg G
 (Address)
Salinas, CA 93905

323-459-2690
(Phone)

(831) 755-4895
(Phone)

Exhibit B

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 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.

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.

Exhibit B

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.

Exhibit C

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 amplification 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.



EXHIBIT "D"