

# Attachment A

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## **LAGUNA SECA RECREATION AREA "LSRA"**

### **Facility Use Agreement**

This Master Facility Use Agreement ("Agreement") is made and entered into as of this 1st day of October, 2022, by and between the COUNTY OF MONTEREY, hereafter referred to as "COUNTY", and Stonefish Inc., a California corporation, hereafter referred to as "STONEFISH", relative to a Music and Cannabis Festival event at the Laguna Seca Recreation Area and related facilities.

WHEREAS, COUNTY owns and operates the Laguna Seca Recreation Area (LSRA); and

WHEREAS, STONEFISH desires to utilize the Laguna Seca Recreation Area (LSRA) facility to promote and conduct a Music and Cannabis Festival event; and

WHEREAS, COUNTY is willing to grant to STONEFISH a license to use the Laguna Seca Recreation Area (LSRA) and all its areas and facilities, except for ranges, Turn 3 structure, maintenance and all office facilities, racetrack and racetrack support buildings, paddock, pit row garages and suites.

WHEREAS, the Parties desire to enter into a Facility Use Agreement to produce a Music and Cannabis Festival.

NOW, THEREFORE, the Parties agree as follows:

### **AGREEMENT**

#### Articles of Definitions:

1. "Agreement" means this Facility Use Agreement.
2. "Army Deed" means that certain quitclaim deed from the United States Government to County dated October 31, 1974 and recorded in Monterey County Official Records at Reel 944 Page 1077, conveying LSRA to County, as amended on August 6, 1986 and recorded in Monterey County Official Records at Reel 2012 Page 235, and on January 21, 2000 by Document No. 2000082485, Monterey County Official Records.
3. "County" means the County of Monterey.
4. "STONEFISH" means Stonefish Inc., a California Corporation.
5. "County Representative" means the person designated by the County Administrative Officer for contract management purposes as described in Section XIII.
6. "LSRA" means the Laguna Seca Recreation Area.
7. "Party" means County or STONEFISH singularly; "Parties" means County and STONEFISH jointly.

**SECTION I - USE OF FACILITIES**

- A. STONEFISH will be allowed to use the Laguna Seca Recreation Area facility (hereinafter referred to as "LSRA"), excluding ranges, campgrounds, Turn 3 structure, maintenance and all office facilities, racetrack and racetrack support buildings, paddock, pit row garages and suites. The areas designated for the event are the Lakebed, Marketplace, Hospitality Island and Green Parking Lot. Festival seating would be within the areas noted and surrounding hillsides for a Music and Cannabis Festival to be held on Friday, Saturday and Sunday as set forth in Section II. It is anticipated that the maximum attendance is projected to be 10,000 paid persons per day. If this number is expected to exceed 10,000, STONEFISH agrees to provide the County with a written notification within twenty-four (24) hours.
  
- B. Under this Agreement structure the COUNTY shall provide the necessary Park Personnel for the daily preparations and park cleaning prior to the park being released to STONEFISH.
  
- C. In addition to the actual days that the Music and Cannabis Festival is being held as set forth in Section II below, STONEFISH will have access to the indicated LSRA facilities according to the schedule below.
  - 1) The Lakebed and Marketplace area shall be available to STONEFISH beginning at 8:00 am on June 15, 2023, for set-up and such availability shall conclude and terminate at 5:00 pm on June 19, 2023.
  
  - 2) The Lakebed and marketplace Special Event Area, including all Green Parking (Turn 2) and surrounding hillsides for attendee use shall be available to STONEFISH beginning at 8:00 am on June 15, 2023, and conclude and terminate at 5:00 pm on June 19, 2023.
  
  - 3) Ten (10) complimentary campsites shall be made available to STONEFISH for use by their event operations personnel beginning at 11:00 am on June 15, 2023, and will terminate at 5:00 pm on June 19, 2023.

4) Event Activities:

Friday, June 16, 2023

Gates open 12:00 pm for camping set up, festival village shopping, Merchandise etc.

Alcohol and Cannabis sales begin at 2:00pm

Music, 5:00 pm – 10:00 pm, from 10 pm until 1:00am we will have silent disco which is a DJ with audience wearing headphones.

Cannabis and alcohol sales stop at 9:00pm

Saturday, June 17, 2023

Gates open 12:00 pm

Alcohol and cannabis sales begin at 12:00pm.

Music, 12:00 pm – 10:00pm, from 10 pm until 1:00am we will have silent disco which is a DJ with audience wearing headphones.

Cannabis and alcohol sales stop at 9:00pm

Sunday, June 18, 2023

Gates open 12:00 pm,

Alcohol and cannabis sales begin at 12:00pm

Music, 12:00 pm – 10:00pm

Cannabis and alcohol sales stop at 8:00pm

- 5) All areas of the LSRA made available to STONEFISH for use during the Music and Cannabis Festival shall be ready for use by COUNTY or its assigned no later than June 19<sup>th</sup>, 2023, at 6:00pm. STONEFISH shall specifically indemnify and defend COUNTY for any claims or damages for the area(s) not being ready for use on that day and time.

- D. During the days of operation of the Music and Cannabis Festival, COUNTY will not be engaged in use of the Racetrack.
- E. LSRA will be provided on an "as-is" basis. In addition to the permanent facilities, for areas that are open to the public during the Music and Cannabis Festival, the COUNTY will provide restroom capacity at the current level provided by the existing permanent restroom facilities. STONEFISH will be responsible and provide portable chemical toilets to meet the Monterey County Health Department's standards and requirements, provide trash cans, recycle containers, and the appropriate number of ten-yard dumpsters as required, and will clean the public areas of all litter and trash after the transfer of the area to STONEFISH. The Park will be closed during the event dates to the public. Areas not open to the public during the Music and Cannabis Festival shall be the responsibility of STONEFISH. Excluding campgrounds and areas excluded in Section I.
- F. Subject to availability, COUNTY will make available to STONEFISH traffic cones and barricades at no additional charge. STONEFISH shall be responsible for any damage to said items and required to submit a traffic plan for the interior of the park.
- G. STONEFISH shall be responsible for maintaining the entire LSRA from litter and trash, excluding campgrounds, during the Music and Cannabis Festival and shall assure all STONEFISH vendors and contractors meet the requirements for sanitation and litter of their individual areas. STONEFISH shall be ultimately responsible for collecting and removing all litter and trash, excluding campgrounds, from the LSRA facility and depositing it in dumpsters provided by STONEFISH within 24 hours following the conclusion of the Music and Cannabis Festival. As part of the collection and disposal of all trash and litter, STONEFISH shall develop and implement a plan to

recycle waste products (including but not limited to aluminum, glass, plastic, cardboard, and cooking oils) generated by the Music and Cannabis Festival to the greatest extent possible and feasible. STONEFISH will be responsible for all expense.

- H. As COUNTY develops additional permanent physical facilities within the LSRA, such as building structures or tent structures, STONEFISH will have the option of negotiating with COUNTY for utilization of these additional facilities at that time. County retains sole right to develop LSRA as County deems necessary, without consultation with STONEFISH. In the event, such development impacts current LSRA in a manner that causes STONEFISH to be unable to hold its event, STONEFISH may seek and be granted relief solely by early termination of this agreement and in no event shall STONEFISH be entitled to any damages of any kind because of such termination. STONEFISH will be given notice of the potential of such development no earlier than six (6) months prior to the development commencing.
- I. STONEFISH has been notified that the racetrack will be closed and construction of a new pedestrian bridge, including sitework and track resurfacing may still be in progress at the time of the Music and Cannabis Festival event. In no event shall STONEFISH be entitled to any damages or compensation of any kind should STONEFISH terminate this Agreement due to the construction project.
- J. STONEFISH will be allowed the opportunity to reserve other available meeting facilities, for an additional charge. If utilized, STONEFISH shall be responsible for any damages to the facility. Utilization of other facility areas must be scheduled 30 days in advance of the requested use date and may be made available if not reserved by others. STONEFISH will be allowed 20 campsites for VIP camping. Campsites will be priced in cooperation with COUNTY and STONEFISH with a 50/50 shared revenue split between STONEFISH and COUNTY. Site selection to be done in cooperation with COUNTY and STONEFISH.
- K. STONEFISH shall be required to utilize vendors currently on the COUNTY's preferred vendor list for services during the event which would include a 10% administrative fee paid to the COUNTY by the vendor. Cruisin Café, a contracted concessionaire, may be allowed to remain open during the event dates. No administrative fee would be due to the COUNTY.
- L. The COUNTY may, in its sole discretion, assign its interests under this Agreement to any concessionaire contracted by the COUNTY to operate all or a portion of the LSRA. STONEFISH acknowledges that it will need to cooperate with the future operator(s) of LSRA.

### **SECTION II-FACILITY USE DATES AND TERM**

- A. COUNTY shall provide the facilities as described above to STONEFISH for the Music and Cannabis Festival during June 16, 2023, through June 18, 2023 as a County special event weekend, subject to the LSRA use permit, and the Force Majeure, Section IX, of this Agreement. STONEFISH shall conduct the Music and Cannabis Festival on the following dates: June 16, 2023 – June 18, 2023.
- B. Nothing in this Agreement shall in any way waive or alter the County's rights or duties as a governmental agency with jurisdiction over LSRA, to act in the manner otherwise permitted or required under applicable laws for the health, safety, and general welfare of the public.

### **SECTION III - PAYMENT**

- A. STONEFISH shall pay COUNTY a total event fee of \$75,000 and an additional fee of \$25,000 after the first 5,000 tickets are sold for a total event fee of \$100,000, for the 1-year term of this

Agreement. Payments shall be made in the following installments as specified below for use of the facilities and services as noted under the conditions in SECTION I - USE OF FACILITIES of this Agreement:

**Event Fee - \$100,000.00, paid as follows:**

- **Due by February 1, 2023**                    **\$25,000**
- **Due by April 30, 2023**                    **\$50,000**
- **Due by June 1, 2023**                    **\$25,000**

STONEFISH to provide COUNTY with weekly reports to include collected revenue and number of tickets sold with supporting documentation produced by the vendor contracted by STONEFISH to sell the event tickets. Reporting to begin May 1, 2023, with reports submitted each Monday for the prior week's sales. Reports to be provided directly to the LSRA Ticket and Accommodations Manager.

- B. COUNTY will be provided two complimentary 10' x 10' booth spaces in a premiere location during the Music and Cannabis Festival, where County may generate revenue or conduct other legitimate County business transactions.
- C. As set forth in Section A above, STONEFISH shall pay to COUNTY a non-refundable deposit of \$25,000, payable not later than February 1, 2023. STONEFISH shall adhere to the following payment schedule as identified in Section A above. The deposit will be applied to the full payment due COUNTY for the Music and Cannabis Festival. If through no fault of COUNTY, the Music and Cannabis Festival is canceled then COUNTY shall nevertheless retain the full amount of the deposit. STONEFISH shall obtain a bond for the benefit of the County in the amount of \$30,000. This bond shall be for covering any damage both physical and/or intellectual that may result from holding STONEFISH event at LSRA. STONEFISH may at its option provide County with a certified check as security deposit in lieu of this bond to be held by County and returned 30 days after County accepts receipt of LSRA as in acceptable condition upon inspection.

**SECTION IV - PROMOTION, PUBLICITY, AND ADVERTISING**

- A. COUNTY hereby authorizes STONEFISH to use the name "Laguna Seca Recreation Area" subject to this Agreement in its promotional information that must be approved by COUNTY prior to final printing or release. If the name of the LSRA Facility is changed, by way of a naming rights agreement with COUNTY or by other action or cause, STONEFISH shall be required to use the new name in its promotional information. COUNTY will promote STONEFISH on the COUNTY marquee sign on Highway 68 in front of LSRA for at least one week prior to the Music and Cannabis Festival and for an additional time, if available, to be determined by COUNTY. COUNTY reserves the right to approve the signage within five (5) working days of receiving.
- B. Signage design and production at the expense of STONEFISH.
- C. Subject to the provisions of this Agreement, each Party shall have the reciprocal, non-exclusive right and license to use the STONEFISH Logo, Event Logo, Laguna Seca Recreation Area name and Logo, and the likeness of the Laguna Seca Recreation Area (including sponsors depicted therein) in the Promotion of and Advertising for the Event. Neither Party shall make any misrepresentations of fact in connection with publicizing, promoting, or advertising the Event. If such a misrepresentation is made, where required, the Party that made the misrepresentation shall promptly take reasonable steps to correct the error through a subsequent publication or other remedial measure. All uses must be pursuant to a mutually agreed upon brand guidelines or subject to the written approval of the granting party, such approval not to be unreasonably withheld, conditioned, delayed or denied. STONEFISH shall have the perpetual historical right to depict the Marks for historical purposes

on its website and other Promotional materials as well as to use the Marks on retail goods and services.

- D. Further, STONEFISH may, at its own expense, have a reasonably sized sign (not exceeding 32 square feet) painted, erected, and maintained within the LSRA facility. The sign may remain for the duration of this Agreement. The content, format, color schemes, and location of all signs shall be subject to the Laguna Seca Sign Plan and approval by COUNTY. Said approval shall not be unreasonably withheld.
- E. COUNTY will promote and publicize the Music and Cannabis Festival event in its Corkscrew Newsletter and social media initiatives not associated with racing.
- F. COUNTY authorizes STONEFISH to attach temporary signage on all appropriate County structures within the park, except as may otherwise be limited by current contractual restrictions regarding the naming rights, annual sponsorships, and advertising of structures and at locations within the LSRA.

#### **SECTION V - RELATIONSHIP**

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

#### **SECTION VI - STONEFISH OBLIGATION**

- A. STONEFISH shall complete and comply with a separate annual Special Use Event Application and Concession Agreement for Special Events and submit all required plans and approvals, approved by the County Designee, for each event at least 60 days prior to the event. (A copy of a current sample of the annual Special Use Event Application and Concession Agreement for Special Events is attached hereto as Exhibit "B".)
- B. STONEFISH shall not commit or permit any injury or damage to any part of the LSRA or their appurtenances nor any waste thereon. All property utilized by STONEFISH during the operations contemplated hereby shall be returned to COUNTY in the same condition or repair after each program use, reasonable wear and tear expected and STONEFISH shall not be responsible for patent or latent defects of LSRA that existed prior to the Event.
- C. STONEFISH shall promptly arrange and pay to have repairs made for any damage, reasonable wear and tear excepted, to the LSRA or other facilities arising out of STONEFISH's operation hereunder. STONEFISH will complete all environmental repairs, as required by COUNTY, within fourteen (14) days following the Music and Cannabis Festival event. And whereas STONEFISH shall not be responsible for patent or latent defects of LSRA that existed prior to the Event.
- D. STONEFISH shall be responsible for and promptly pay all license and permit fees associated with the Music and Cannabis Festival, including taxes and assessments of any kind whatsoever

assessed or levied for the use of the LSRA and/or for storage of its personal property at the LSRA, including but not limited to taxable possessory interest if one is created by this Agreement. The payments of any such licenses, permits, taxes, assessments, or charges shall not constitute cause for modification of fees payable by STONEFISH to COUNTY pursuant to this Agreement.

- E. STONEFISH, its agents, employees, and patrons shall be bound by all existing federal, state, and county laws, ordinances, regulations and use permit that apply to LSRA and STONEFISH's operation of a Music and Cannabis Festival.
- F. STONEFISH shall be responsible for obtaining all necessary licenses and permits to conduct the event, including but not limited to those licenses necessary for the public performance of music, cannabis retail sales and on-site consumption, and alcohol sales limited to beer, seltzer, and wine only. All license and permits shall comply with all applicable federal, state, and local laws and regulations in the performance of this Agreement. STONEFISH to provide COUNTY with a copy of all licenses and permits by February 1, 2023.
- G. STONEFISH shall be responsible for coordinating and gaining approval for the use of all roads providing ingress and egress to the LSRA, including roads maintained by Federal, State, and local agencies. County shall use commercially reasonable efforts to assist STONEFISH in obtaining access to and use of roads not under County's jurisdiction and will cooperate with other agencies in obtaining such access and use; however, County cannot guarantee or warrant that such access shall be granted. Cost associated with gaining approval for use of roads for ingress and egress shall be the expense of STONEFISH.
- H. STONEFISH shall be responsible for securing all life and safety services as required by county to include, private event security, sheriff, highway patrol, Del Rey Oaks police, medical personnel, ambulance and fire and rescue at the expense of STONEFISH.
- I. STONEFISH will be responsible for selling all event tickets and retaining all revenue from ticket sales, excluding as noted in Section III. COUNTY will sell and retain all camping revenue. STONEFISH will provide a direct link to WeatherTech Raceway® at Laguna Seca's home page for connectivity to reserve and secure campsites offered by the COUNTY.
- J. STONEFISH to provide COUNTY with weekly reports to include collected revenue and attendance numbers for all ticket sales confirmed by STONEFISH. Reporting to begin April 1 prior to the event dates with reports submitted the Friday of each week. All reporting to be submitted to the Ticket & Accommodations Manager. Reporting documentation to be agreed upon by both STONEFISH and COUNTY.
- K. STONEFISH is required to provide an insurance policy that explicitly provides coverage for personal injury and property damage for any incident where cannabis use is alleged to be involved either by way of specific policy language or special endorsement, including a waiver of "hazardous activity" and "criminal activity" exclusions as they relate to cannabis. The County, its officers and employees to be additional insureds, insurance to be primary and non-contributory, and a waiver of subrogation. Proof of the policy, to the County's sole and exclusive satisfaction, must be received no later than two (2) weeks after the agreement is executed.

#### **SECTION VII - INDEMNITY AND HOLD HARMLESS**

STONEFISH shall indemnify, defend, and hold harmless the County of Monterey, A&D Narigi Consulting LLC and the United States of America, 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 STONEFISH's performance of this Agreement, and or the use of the former Fort Ord road system and traffic circulation roads within the LSRA and the public performance of music, unless such claims, liabilities or losses arise out of the sole negligence or willful misconduct of COUNTY or the United States of America. "STONEFISH 's performance" includes STONEFISH' s action or inaction and the action or inaction of STONEFISH 's officers, employees, agents, and subcontractors.

### SECTION VIII - INSURANCE AND INDEMNIFICATION

- A. STONEFISH shall indemnify, defend, and hold harmless COUNTY and the United States of America, their officers, employees and agents from and against any and all claims, liabilities, and losses whatsoever (including, but not limited to, damages or resulting to any and all persons, firms, or corporations furnishings or supplying work, service, materials, or supplies in connection with STONEFISH's 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 STONEFISH's performance of this Agreement, and or the use of the former Fort Ord road system and traffic circulation roads within the LSRA, and the public performance of music, excepting therefrom such claims, liabilities or losses arising out of the gross negligence or willful misconduct of County or the United States of America.
- B. Without limiting STONEFISH's duty to defend and indemnify County and the United States of America as set forth above, STONEFISH shall provide insurance coverages for its use of the Facility as set forth below. County shall be named as an additional insured on all policies. Failure to maintain the required insurance shall be a Material Default. The cost of the insurance premium for the policy(ies) outlined below shall be at the expense of STONEFISH.
- C. **Required Coverage.** Without in any way limiting STONEFISH's liability pursuant to the "indemnification" section of this Agreement, STONEFISH must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:
- D. **Commercial General Liability** insurance should include the following minimum limits each coverage; and

<b>Commercial General Liability</b>	<b>Minimum Required Limit</b>
Bodily Injury and Property Damage Liability	\$ 10,000,000
Damage to rented premise (Fire legal)	\$300,000
Medical Expense	\$5,000
General Aggregate	None
Products- Completed Operations	\$ 5,000,000
Personal Advertising Injury	\$5,000,000

Property Damage	\$ 1,000,000
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- E. **Liquor Liability and Cannabis** Insurance for personal injury and property damage with limits not less than \$1,000,000 each occurrence and \$10,000,000 aggregate. This coverage is only applicable if STONEFISH elects to sell or distribute alcohol or cannabis products. Insurance would be required for Cannabis retail sales and on-site consumption.
- F. **Worker's Compensation**, in Statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness; and
- G. **Additional Insured** Commercial General Liability, Liquor Liability, and required insurance with proper coverage for Cannabis relating to retail sales and consumption policies must be endorsed to provide:
- G.1 County of Monterey, its agents, officers, directors and employees, A&D Narigi Consulting LLC, its agents, officers, and employees, as Additional Insured with respect to liability arising out of ongoing and completed operations.
- G.2 Such policies will be primary insurance to any other insurance available to the additional insureds, with respect to any claims arising out of this Agreement, and that insurance applies separate to each insured against whom claim is made or suit is brought.
- G.3 If STONEFISH carries or maintains an Umbrella/Excess Liability policy to provide additional coverage or if the contract requires higher limits than what STONEFISH carries the primary policies, County shall be added as additional insured on such policies.
- G.4 The policy shall provide "drop-down" coverage where underlying primary insurance coverage limits are insufficient or exhausted.
- G.5 Coverage must waive subrogation as respects to the additional insureds.
- G.6 STONEFISH shall provide to County a certificate of insurance evidencing the required coverages no later than sixty (60) days prior to the event. Upon County's request, STONEFISH shall provide full copies of all applicable insurance policies. Notwithstanding the foregoing, STONEFISH must provide to County a certificate of insurance and related policy of insurance for the cannabis coverage set forth in paragraph E, above, no later than 14 calendar days after execution of this Agreement by the County. Notwithstanding any other provision of this Agreement, failure to provide the required certificates and policies within the time specified herein shall allow the County to immediately terminate this Agreement without obligation by the County to reimburse STONEFISH for any expenses.
- G.7 The Certificate of Insurance and policy should list any deductibles STONEFISH might be responsible to pay or reimburse.
- G.8 If a satisfactory certificate is not received by May 1, 2023, County shall have the right, but not the obligation, to cause the Event to be insured for liability under the current County Insurance Plan. Certificates evidencing such coverage and a billing for the appropriate premium charge therefore shall be sent to STONEFISH. In case the premium charge is unpaid by a date seven (7) days prior to the scheduled commencement of the Event, County may cause the Event to be cancelled.

- G.9 STONEFISH shall provide a valid original document for the required licenses and permits required for a Music and Cannabis Festival which will be providing live music and Cannabis retail sales and consumption on site.
- G.10 General liability and Umbrella Policies need to be placed with at least A- rated carrier by A.M. Best.

#### **SECTION IX - FORCE MAJEURE**

- A. COUNTY and STONEFISH 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, pandemic, or similar acts of God, or because of other similar or dissimilar cause or causes beyond their control.
- B. STONEFISH acknowledges notice that COUNTY may terminate this Agreement at any time if the LSRA and facilities are required by COUNTY's grantor of the property hereunder, the United States of America, for the national defense.

#### **SECTION X - BANKRUPTCY**

This Agreement shall automatically terminate if:

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

#### **SECTION XI - TRANSFER**

- A. STONEFISH shall not make or permit any Transfer of its interest in the Agreement without the prior written approval of the COUNTY. A Transfer is defined as a sale, sublease, subcontract of STONEFISH's interest in this Agreement and/or a change in the composition or ownership of STONEFISH, by any cause or for any reason, so that the current existing owners, as set forth in the attached statement of owners and interests, combined, control less than 50% of the equity and/or business control of STONEFISH, INC.
- B. A request for Transfer must include information regarding the proposed Transferee, including the name, address, and ownership of Transferee; the nature of Transferee's business; Transferee's character and reputation; and Transferee's current financial statements (certified by an officer, a partner, or an owner of Transferee); all the terms of the proposed Transfer, including the consideration payable by Transferee; and a copy of all documentation concerning the proposed Transfer; and any other information or documentation reasonably requested by COUNTY.
- C. COUNTY may recover its reasonable fees and costs in determining whether to approve any

Transfer, up to \$10,000.00, and such fees are due and payable whether or not the Transfer is approved. COUNTY must respond in writing to a request for Transfer within 45 days of submission to COUNTY of pertinent financial data of proposed Transferee.

- D. Notwithstanding any other provision of this Agreement, as the interest granted to STONEFISH herein is a personal non-assignable license interest only, COUNTY may withhold its consent to any Transfer in its sole discretion, provided that such discretion shall not be exercised in an arbitrary or unreasonable fashion. Except as to the term and payment schedule set forth in Section II A and Section III A, COUNTY may impose such reasonable conditions upon the transfer as it deems appropriate. Further, any single consent to Transfer shall not be the basis for or implied consent to additional Transfers, and STONEFISH shall remain liable under the Agreement, notwithstanding such approved Transfer.
- E. Any Transfer without the prior written approval and consent of COUNTY may, at the option of COUNTY, be viewed as a material and non-curable breach of this Agreement and shall be void.
- F. This Agreement may be assigned by COUNTY to an LSRA facility manager subject to all terms and conditions stipulated within this Agreement.

#### **SECTION XII - TERMINATION**

- A. Notwithstanding any other term or condition contained herein, whether express or implied, either STONEFISH or the COUNTY may terminate this Agreement with cause that is not cured within ninety (90) days and with written notice to the other party.
- B. Except in the case of an attempted Transfer without approval, which shall, at the option of COUNTY, be the basis for immediate termination, COUNTY may terminate this Agreement for breach of terms and conditions of this Agreement or any related annual Agreement for Special Events that are not first remedied upon sixty (60) days written notice.
- C. STONEFISH shall observe, fulfill, and perform each term, covenant and condition of this Agreement and the related annual Concession Agreement for Special Events. In case of any breach of any term, covenant or condition of this Agreement and a failure by STONEFISH to remedy the same upon thirty (30) days' notice, in addition to all other remedies, including termination of this Agreement, the damages pertaining to said breach shall be taken and deemed to be liquidated damages and shall be recoverable from the principal and sureties upon the faithful performance bond or security.

#### **SECTION XIII - COUNTY OVERSIGHT AND ACCESS**

- A. COUNTY shall designate the County Representative for contract management purposes, and STONEFISH shall ensure that the County Representative has full access to and complete information regarding all STONEFISH's activities related to the Event, and all other Management Premises operational and financial aspects as COUNTY determines to be necessary to adequately oversee implementation of this Agreement. Failure to provide the County Representative with the access and information set forth herein shall be a Material Default.
- B. Notwithstanding any other provisions of this Agreement, County and its agents shall have the right to enter the Facilities at any time for any appropriate purpose. Denial of such access shall be a Material Default.

#### **SECTION XIV - NOTICES**

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

COUNTY:

STONEFISH, INC:

County of Monterey  
County Administrative  
Manager-LSRA  
1441 Schilling Place  
2<sup>nd</sup> Floor South  
Salinas, CA 93901  
(831) 755-8912

Stonefish, Inc.  
Kenneth Corben, President

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**SECTION XV - EQUAL OPPORTUNITY**

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

**SECTION XVI - COMPLETE AGREEMENT**

- A. This Agreement embodies the complete understanding of the parties hereto and cannot be amended or modified except in writing signed by each party hereto. Except as set forth herein, there are no other oral or written agreements, representations, or warranties, express or implied.
- B. However, from time to time, COUNTY and STONEFISH may enter into a Memorandum of Understanding to address specific details on maintenance and operations pursuant to and consistent with the provisions of this Agreement.

**SECTION XVII - CONTROLLING LAW**

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

**SECTION XVIII**

**NO REPRESENTATION OR WARRANTY OF FITNESS**

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

**SECTION XIX - AGREEMENT SUBORDINATION**

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

- 1) The certain quitclaim deed with the United States as Grantor and the County of Monterey as Grantee dated the 31<sup>st</sup> day of October 1974, and recorded in 944, page 1077, Monterey County Records, as amended on August 6, 1986 and recorded in Monterey County Official Records at Reel 2012 Page 235, and on January 21, 2000 by Document No. 2000082485, Monterey County Official Records, and that certain Use Agreement, permit number 2991 issued by the County Planning Commission on or about October 26, 1983, pursuant to Resolution number 83-376, copies of which are on file at the County Administrative Office headquarters at 168 W. Alisa! Street, Salinas, California.
- 2) STONEFISH acknowledges reading the foregoing documents and knowing the contents thereof.
- 3) STONEFISH also acknowledges that COUNTY has the right and authority to enter into agreements with others for the Naming Rights to the LSRA, all or part of its facilities, and independently has the authority and right to change or modify the name of the LSRA at any time and for any reason or for none. In the event that COUNTY decides to change the name of the LSRA or enter into contractual relationships regarding the naming rights for the LSRA as a whole or any structures contained therein, STONEFISH agrees that it shall be bound to the use of those names and to honor and not cover over the signage that may become affixed to those structures in the future, if so required by COUNTY.

**SECTION XX- FAITHFUL PERFORMANCE BOND**

- A. Thirty days prior to the event, STONEFISH shall provide COUNTY with a bond in the amount of \$30,000 as a security bond to guarantee payment of any monies which may be payable to COUNTY under this Agreement; any damage to LSRA; utility charges, if any; removal by COUNTY of STONEFISH's personal property as may be left on the premises in violation of terms of this agreement; and cost to COUNTY of restoring premises occupied and left by STONEFISH in unsatisfactory condition. STONEFISH may at its option provide County with a certified check as security deposit in lieu of this bond to be held by County and returned 30 days after County accepts receipt of LSRA as in acceptable condition upon inspection.

County has the sole right to cash/deposit check and determine amount and method to remit to STONEFISH at end of event after County inspection of LSRA.

- B. Neither the provisions of this section, any bond or security accepted by COUNTY pursuant thereto, nor any damages recovered by COUNTY thereunder shall be construed to excuse faithful performance by STONEFISH or limit the liability of STONEFISH under this Agreement or for damages, either to the full amount of the bond/security or otherwise.

#### **SECTION XXI - MISCELLANEOUS PROVISIONS**

- A. **Complete Agreement:** This Agreement constitutes the full and complete agreement between the Parties regarding the subject matter hereof.
- B. **Amendment:** This Agreement may be amended from time-to-time by mutual consent of the Parties. Such amendments may only be in the form of a writing signed by each of the parties.
- C. **Dispute Resolution:** If there are disputes and/or controversies between the Parties relating to the interpretation, construction, performance, termination, breach of, or withdrawal from this Agreement, the Parties shall in good faith meet and confer within twenty-one (21) calendar days after written notice of a dispute has been sent by one Party to the other Party. If the parties are not able to resolve the dispute through informal negotiation, the Parties agree to submit such dispute to formal mediation before resorting to litigation. If the Parties cannot agree upon the identity of a mediator within ten (10) business days after a Party requests mediation, then the Parties shall each select a mediator and those two (2) mediators shall select a third mediator to mediate the dispute. The Parties shall share equally in the cost of the mediator who ultimately mediates the dispute, but neither Party shall be entitled to collect or be reimbursed for other related costs, including but not limited to attorneys' fees. If mediation proves unsuccessful and litigation of any dispute occurs, the prevailing Party shall be entitled to reasonable attorneys' fees, cost and expenses in addition to any other relief to which the Party may be entitled. If a Party refuses to participate in mediation prior to commencing litigation, that Party shall be deemed to have waived its rights to attorneys' fees and costs as the prevailing Party.
- D. **Execution in Parts or Counterparts:** This Agreement may be executed in parts or counterparts, each part or counterpart being an exact duplicate of all other parts or counterparts, and all parts or counterparts shall be considered and constituting one complete original and may be attached together when executed by the Parties. Facsimile or electronic signatures shall be binding.
- E. **Party Authorization:** The governing bodies of the Parties have each authorized execution of this Agreement, as evidenced by their respective signatures below.
- F. **No Predetermination or Irrevocable Commitment of Resources:** Nothing herein shall constitute a determination by County or STONEFISH that any action shall be undertaken or that any unconditional or irrevocable commitment of resources shall be made until such time as required compliance with all local, state, or federal laws, including without limitation the California Environmental Quality Act, National Environmental Policy Act, or permit requirements, as applicable, have been completed.

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

COUNTY OF MONTEREY

STONEFISH, INC.

By: \_\_\_\_\_  
Monterey County LSRA Representative

Dated: \_\_\_\_\_

*Approved as to Fiscal Provisions:*

DocuSigned by:  
*Jennifer Forsyth*  
\_\_\_\_\_  
4E7E657875454AE  
Deputy Auditor/Controller

Dated: 11/2/2022 | 3:38 PM PDT

*Approved as to Liability Provisions:*

DocuSigned by:  
*Les Girard*  
\_\_\_\_\_  
2EF8DC76EE5547E  
Risk Management

Dated: 11/2/2022 | 9:43 AM PDT

*Approved as to Form:*

DocuSigned by:  
*Les Girard*  
\_\_\_\_\_  
2EF8DC76EE5547E  
County Counsel

Dated: 11/1/2022 | 5:20 PM PDT

DocuSigned by:  
*Ken Corben*  
\_\_\_\_\_  
B339BCFE25E40B...  
Signature of Chair, President, or  
Vice-President

Ken Corben-CEO  
\_\_\_\_\_  
Printed Name and Title

Dated: 11/1/2022 | 5:03 PM PDT

DocuSigned by:  
*Ken Corben*  
\_\_\_\_\_  
B339BCFE25E40B...  
(Signature of Secretary, Asst. Secretary, CFO,  
Treasurer or Asst. Treasurer)\*

Ken Corben-CFO  
\_\_\_\_\_  
Printed Name and Title

Dated: 11/1/2022 | 5:03 PM PDT

Additional Documents:

EXHIBIT A - Map of Laguna Seca Recreation Area

EXHIBIT B - Special Use Event Application and Concession Agreement for Special Events

EXHIBIT A – Facility Map

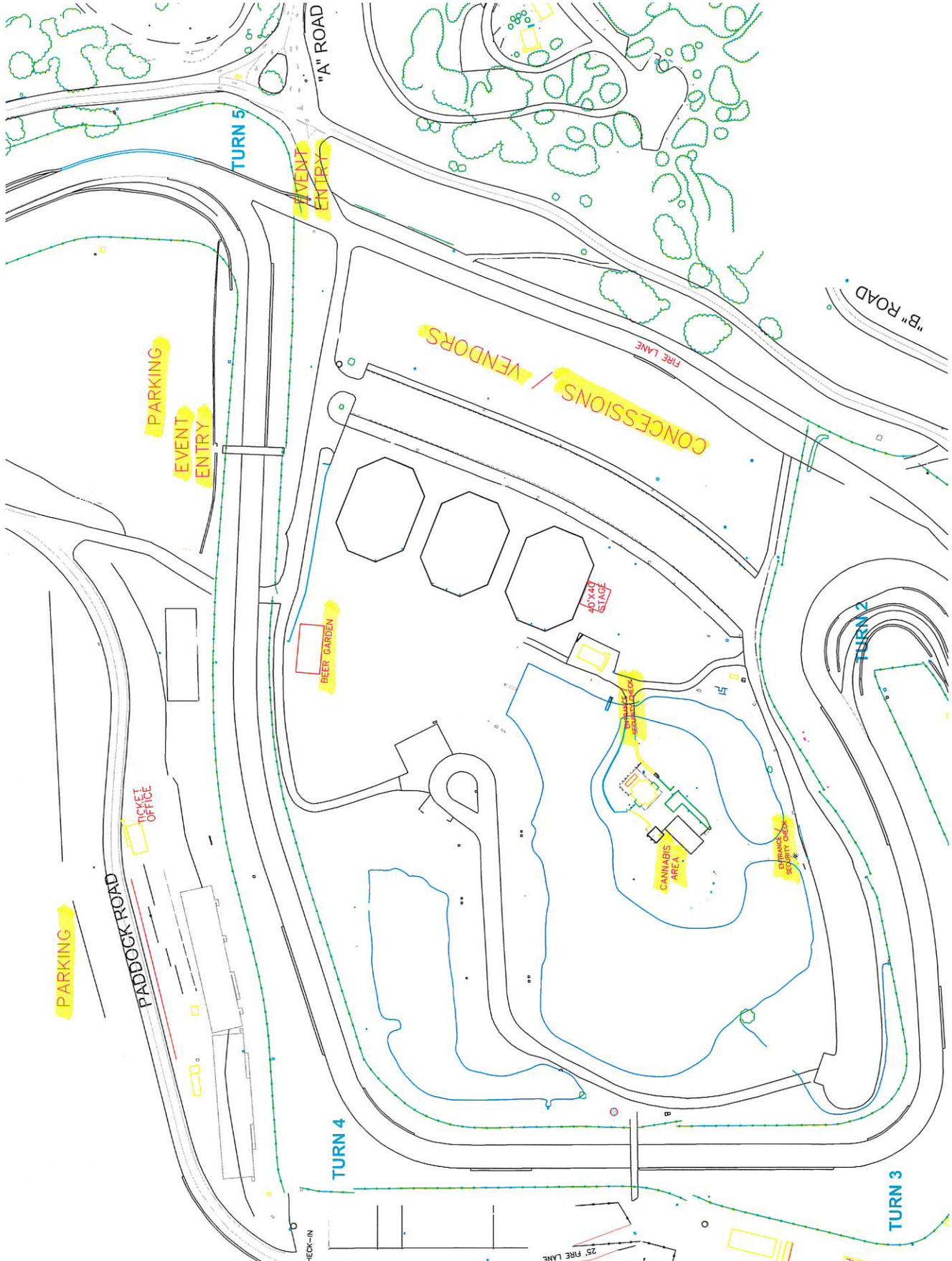


EXHIBIT B - Special Use Event Application and Concession Agreement for Special Events

**(TO BE ATTACHED BY COUNTY)**



## County of Monterey - Parks Facility Use Application

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

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 need for a standard reservation or special event agreement to conduct the proposed event. Please answer all questions. If a question is not applicable, please indicate by answering "No" or N/A". Your application will not be processed until all information is completed and received.

### 1. EVENT SUMMARY

- a. Park Name: \_\_\_\_\_
- b. Park Area(s): \_\_\_\_\_
- c. Set Up Date(s): \_\_\_\_\_
- d. Setup Time(s): \_\_\_\_\_
- e. Event Date(s): \_\_\_\_\_
- f. Event Time(s): \_\_\_\_\_
- g. Cleanup Date(s): \_\_\_\_\_
- h. Cleanup Time(s): \_\_\_\_\_
- i. Event: \_\_\_\_\_

### 2. APPLICANT ORGANIZATION

- a. Applicant \_\_\_\_\_
- b. Applicant Type  
\_\_\_ Private/Commercial \_\_\_ Non-Profit (# \_\_\_\_\_) \_\_\_ Government Agency
- c. Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- d. Event Contact Name: \_\_\_\_\_
- e. Phone Number: \_\_\_\_\_
- f. Email Address: \_\_\_\_\_

### 3. EVENT DESCRIPTION

a. Event Description (including programs, activities, entertainment, schedule, etc.):

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b. Special Requests or Accommodations:

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c. Total Attendance (including staff, spectators, participants): \_\_\_\_\_

Minimum Attendance: \_\_\_\_\_ Maximum Attendance: \_\_\_\_\_

Method of limiting attendance to the maximum number of persons permitted by the County of Monterey: \_\_\_\_\_

d. Is the event open to the public? (free or with purchase of ticket/pass) \_\_\_\_\_ Yes \_\_\_\_\_ No

e. Applicant will have not less than \_\_\_\_\_ employees and \_\_\_\_\_ volunteers in the Monterey County Park facility during the entire duration of the event.

f. Is the primary purpose of this event to serve as a fundraiser? \_\_\_\_\_ Yes \_\_\_\_\_ No

If yes, list the beneficiaries: \_\_\_\_\_  
\_\_\_\_\_

### 4. VENDORS AND EQUIPMENT

a. Event will have amplified Music or Sound? \_\_\_\_\_ Yes \_\_\_\_\_ No

If yes, describe: \_\_\_\_\_

List Company/ Service (DJ, Announcers, etc.):

---

b. Is Electricity required for event? \_\_\_\_\_ Yes \_\_\_\_\_ No

If yes, describe: \_\_\_\_\_

c. Will additional lighting be required? \_\_\_\_\_ Yes \_\_\_\_\_ No

If yes, describe: \_\_\_\_\_

- d. Will Special Activities be used during the event such as inflatables or rock-climbing wall, etc.?  
\_\_\_\_\_ Yes \_\_\_\_\_ No

If yes, describe (Include any vendors providing equipment):

\_\_\_\_\_  
\_\_\_\_\_

- e. Food and non-alcoholic beverage will be prepared or served at the event? \_\_\_\_\_ Yes \_\_\_\_\_ No

- f. Will food be offered to the public? \_\_\_\_\_ Yes \_\_\_\_\_ No

- g. Food and non-alcoholic beverage will be sold at the event? \_\_\_\_\_ Yes \_\_\_\_\_ No

If yes, please list all vendors: \_\_\_\_\_

\_\_\_\_\_

- h. Equipment will be used at the event (such as tents, stages, canopies)? \_\_\_\_\_ Yes \_\_\_\_\_ No

If yes, describe: (indicate size and quantity of equipment) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

If equipment is being provided by a company, please list company name: \_\_\_\_\_

\_\_\_\_\_

- i. Alcohol will be sold and/or served at the event? \_\_\_\_\_ Yes \_\_\_\_\_ No

If yes, please list vendors selling and/or serving alcohol: \_\_\_\_\_

\_\_\_\_\_

## 5. EVENT PLANS AND OPERATIONS

- a. Purpose of the proposed event, the necessity therefore, and the reason why it is compatible with the use of the Monterey County Park System.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

- b. List of applicants proposed fees/ charges:

Admission/ Entrance Ticket: \_\_\_\_\_

Vendor Space: \_\_\_\_\_

Participation: \_\_\_\_\_

Other: \_\_\_\_\_

c. Estimate of gross receipts: \_\_\_\_\_

d. Estimate net profit: \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

f. List in detail all vendors and items they are selling during the event (event and vendors must have permits as required by Monterey County Health Department and Fire Department):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

g. Parking and Traffic Plans and Personnel, as required for traffic control (provided by applicant and at applicant's expense):

\_\_\_\_\_  
\_\_\_\_\_

h. Additional Sanitary facilities as required by the California Plumbing Code 2016 Table 422.1 for A-5 Occupancy (outdoor activities). (provided by applicant and at applicant's expense)

Vendor(s) providing Services: \_\_\_\_\_

Please attach a Map of placement location(s) of additional facilities

Date of placement: \_\_\_\_\_

Date of removal: \_\_\_\_\_

Date(s) of service: \_\_\_\_\_

Portable Toilet Units: \_\_\_\_\_

ADA Accessible Portable Toilet Units: \_\_\_\_\_

Handwashing Stations: \_\_\_\_\_

Drinking Fountains: \_\_\_\_\_

Other: \_\_\_\_\_

i. Method of garbage collection and disposal to be used:

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j. Proposed first-aid service to be supplied by applicant, including ambulance services, doctors, nurses, first responders, and medically trained personnel:

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k. Additional police protection or security, including security for events with alcohol. (provided by applicant and at applicant's expense):

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l. Proposed fire control measure and additional firefighting equipment to be furnished by applicant as required by the Director of the Resource Management Agency, his designee, or the local Fire Marshal:

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m. Does the event require vehicle access other than on roads/parking lots? (e.g. moving vehicles through grassy or unpaved areas to set up equipment.)       Yes       No

If yes, describe: \_\_\_\_\_

## 6. ADDITIONAL TERMS

- a. Applicant may be required to post security or a bond with the County, depending on circumstances of the special event and probabilities of damage.
- b. Applicant will be required to provide insurance covering their special event.
- c. The Director of Public Works, Facilities & Parks, or his designee, may terminate any special event activity when deemed necessary for the protections of resources, or for violation of any rules and regulations of the Monterey County Parks System.
- d. Additional details will be addressed if an agreement between parties with additional detailed plans is required. Applicant does not have a binding agreement with County until the application has been duly accepted and any required Special Event Agreement has been signed by both County and Applicant.
- e. Contacts in regard to the permit generally may be made through the Monterey County Parks Department by calling (831)755-4895 or emailing [Parks@co.monterey.ca.us](mailto:Parks@co.monterey.ca.us)

7. INDEMNIFICATION

STATEMENT OF INDEMNIFICATION AND HOLD HARMLESS

Applicant agrees to indemnify, defend and hold harmless the County of Monterey (County), its officers, employees and agents from and against any and all loss, damage, liability, claims, demands, detriments, costs, charges, expense (including attorney’s fees) and causes of action of any character which the County may incur, sustain or be subjected to on account of Applicant’s use of the above listed County premises, including loss or damage to property or the loss of use thereof and for bodily injury to or death of any persons (including but not limited to the property, employees, subcontractors, agents and invitees of the Applicant) to the extent permitted by law.

8. SUBMITTAL INSTRUCTIONS

When you submit this application, it is considered a request for a facility permit only; submission does not mean that the event has been approved. For an event to be approved, all required permits must be obtained, and fees paid.

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 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.

Please sign and date the application by hand in blue or black ink. Submit the application and all required attachments to:

**Via Mail/In Person:**  
County of Monterey  
Public Works, Facilities & Parks  
Attention: Parks  
1441 Schilling Place- South 2<sup>nd</sup> Floor  
Salinas, CA 93901

**Email:**  
parks@co.monterey.ca.us

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.

I agree to the terms and conditions as set forth in this Facility Use Application and the Parks Facility Use Rules and Policies incorporated by reference herein.

**REQUESTED BY:**

Signature	Print Name	Date	
Address	City	State	Zip
Phone	Email		

FOR COUNTY USE ONLY – County is not required to state a reason if it denies an application.

Required Permit: \_\_\_\_\_ Standard Reservation \_\_\_\_\_ Special Event Agreement \_\_\_\_\_ Application Denied

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

# MONTEREY COUNTY

## HOUSING AND COMMUNITY DEVELOPMENT

Erik V. Lundquist, AICP, Director



HOUSING, PLANNING, BUILDING, ENGINEERING, ENVIRONMENTAL SERVICES

1441 Schilling Place, South 2nd Floor  
Salinas, California 93901-4527

(831)755-5025  
www.co.monterey.ca.us/hcd

### SPECIAL EVENT INFORMATION QUESTIONNAIRE

The Special Event Information Questionnaire is the first step in having your special event take place in Monterey County. By providing the following information the HCD Permit Coordinator can help you develop a safe and successful event by assisting you with the coordination of county departments and state agencies. You may email this form to County of Monterey Housing and Community Development Attention: Special Events at [SpecialEvents@co.monterey.ca.us](mailto:SpecialEvents@co.monterey.ca.us) or mail it to Monterey County Housing & Community Development ATTN: Special Events, 1441 Schilling Place, South 2nd Floor, Salinas, California 93901.

**NOTICE TO APPLICANT:** Filling out this questionnaire is not a permit or permit application and does not guarantee the issuance of a permit. This is an information gathering tool that will be used to guide you through the permitting process surrounding hosting a special event in Monterey County.

Contact Person:		
Company or Organization:		
Telephone:	Email:	
Mailing Address:		
City:	State:	Zip:

Name of Event:
Event Location:
Type of Event:
Assessor's Parcel Number:

Date(s) of Event	From:	To:
Setup Date:	Time:	Day of Week:
Event Starts:	Time:	Day of Week:
Event Ends:	Time:	Day of Week:
Teardown Date:	Time:	Day of Week:

# MONTEREY COUNTY HOUSING AND COMMUNITY DEVELOPMENT

Erik V. Lundquist, AICP, Director



HOUSING, PLANNING, BUILDING, ENGINEERING, ENVIRONMENTAL SERVICES

1441 Schilling Place, South 2nd Floor  
Salinas, California 93901-4527

(831)755-5025  
www.co.monterey.ca.us/hcd

## SPECIAL EVENT INFORMATION QUESTIONNAIRE

Total Attendance (including staff, spectators, participants):							
Minimum Attendance:				Maximum Attendance:			
Day 1		Day 2		Day 3		Day 4	
<b>YES</b>	<b>NO</b>	<b>EVENT SCREENING QUESTIONNAIRE</b> <b>Please answer every question</b>					
		Is this an annual event? If so, how many years? _____					
		Are admission, entry or participant fees required?					
		Is the Organization a commercial entity?					
		Is the Organization a tax exempt or nonprofit entity?					
<b>YES</b>	<b>NO</b>	<b>Do you expect any of the following actions or activities to occur?</b>					
		Road Closures:		County		State	
If yes, list road names and provide proposed traffic control plan:							
		Will Major traffic arteries be affected by your event (streets/highways/intersections)?					
If yes, please list road names:							
		Will you have off-site parking?					
If yes, list where:							
		Will you use traffic safety equipment?					
If yes, list type:							
		Will banners or other directional or informational signage be used before, during and/or after your event?					

# MONTEREY COUNTY HOUSING AND COMMUNITY DEVELOPMENT

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1441 Schilling Place, South 2nd Floor  
Salinas, California 93901-4527

(831)755-5025  
www.co.monterey.ca.us/hcd

## SPECIAL EVENT INFORMATION QUESTIONNAIRE

YES	NO	EVENT SCREENING QUESTIONNAIRE			
		Please answer every question			
If yes, list type of signs and placement location(s):					
		Will your event require a street or sidewalk closure?			
		Will alcohol be sold and/or served at your event? _____Sold                      _____Served			
		Will food and non-alcoholic beverages be prepared, served, or sold at the event? _____Prepared                      _____Served                      _____Sold			
		Will Food be offered to the public?			
How many food vendors will be at your event?					
How will food be prepared?		Gas	Electric	Charcoal	Other
		Will water be provided?	Bottled Water	Tap Water	Drinking Fountains
		Will you have musical entertainment?			
If yes, please describe:					
		Will your event have amplified music or sound?			
If yes, please describe:					
		Will your event have dancing? _____Inside                      _____Outside                      _____Both			
		Will your event have temporary structures (ex. tents, canopies)?			
If yes, what type and size?					

# MONTEREY COUNTY

## HOUSING AND COMMUNITY DEVELOPMENT

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1441 Schilling Place, South 2nd Floor  
Salinas, California 93901-4527



(831)755-5025  
www.co.monterey.ca.us/hcd

### SPECIAL EVENT INFORMATION QUESTIONNAIRE

YES	NO	EVENT SCREENING QUESTIONNAIRE Please answer every question
		If yes, how many and size(s)?
		Will there be cooking inside any tents during your event?
		Will there be any electrical, plumbing, or HVAC inside any tents during your event?
		Will your event have any bleachers?
		If yes, how many and height:
		Will your event have any stages?
		If yes, how many and height:
		Will the Public have access to any of the stages?
		If yes, please describe:
		Will your event have any other structures?
		If yes, describe:
		Will any structure be elevated thirty (30) or more inches?
		Will your event include any animal rides or petting zoo?
		Will the event include body art services- including tattoo, body piercing, branding or permanent cosmetics?
		Will your event involve any film production at any time during the pre-event, event, or post-event phases?
		Will all venues provide reasonable accommodations for the disabled?
		Will your event have professional medical services provided? If yes, list company: _____

# MONTEREY COUNTY HOUSING AND COMMUNITY DEVELOPMENT

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www.co.monterey.ca.us/hcd

## SPECIAL EVENT INFORMATION QUESTIONNAIRE

YES	NO	EVENT SCREENING QUESTIONNAIRE			
		<b>Please answer every question</b>			
		Will insurance be provided for the event? If yes, list company: _____			
		How will restrooms be provided?	<table border="1"> <tr> <td>Portable Toilets</td> <td>Flush Toilets</td> </tr> </table>	Portable Toilets	Flush Toilets
Portable Toilets	Flush Toilets				
		How will you notify surrounding residents and/or businesses of the event? Provide website advertisement URL or attach a copy of the event flyer			

Please describe the flow of patrons and vehicles (i.e., entrances, exits, traffic flow patterns)

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Event Description: Provide a narrative description of the full scope of your event with as much detail as possible in the space below. Attach additional pages as necessary.

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**IMPORTANT NOTICE:** For events taking place on private property, where a zoning permit may be required, the Permit Center team recommends budgeting at least six months. Construction permit applications must be submitted at least 60 days prior to the event to avoid additional fees. Late construction permit applications may result in construction delays or event occupancy restrictions. Processing times for traffic, encroachment, waste management, food and alcohol permits vary. Submittals shall be required a minimum of 60-120 days prior to event depending on the scope of work. Applications submitted less than 30 days prior to the event may not be processed; call 831-755-5025 prior to submitting. *All applications fees will double if the application is submitted less than 60 days prior to the event.*

Name of preparer: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_

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