

# Attachment A

This page intentionally left blank.

# LAKE SAN ANTONIO NORTH SHORE

## Facility Use Agreement

This Facility Use Agreement (“Agreement”) is made and entered into as of the last date of the respective signatures, by and between the COUNTY OF MONTEREY, hereafter referred to as “COUNTY”, and DO LAB, INC., relative to an annual Arts & Music Festival event at the Lake San Antonio North Shore and related facilities. Collectively, the COUNTY and DO LAB, INC. may be referred to as the “Parties”.

WHEREAS, COUNTY owns and operates Lake San Antonio North Shore and other COUNTY Park facilities; and

WHEREAS, DO LAB, INC. desires to utilize the Lake San Antonio North Shore and other COUNTY Park property to promote and conduct an annual Arts & Music Festival event known as Lightning in a Bottle, hereafter referred to as “FESTIVAL”; and

WHEREAS, COUNTY is willing to grant to DO LAB, INC. a license to use the Lake San Antonio North Shore, all camping facilities, Equestrian Area, all parking lots and the entry stations (hereinafter referred to as the “Use Area”) for the FESTIVAL; and

WHEREAS, if DO LAB, INC. requires the use of additional facilities not in the Use Area, those shall be negotiated by the Parties and outlined in the annual Concession Agreement; and

WHEREAS, the Parties desire to enter into a long-term Facility Use Agreement for the production of an annual FESTIVAL; and

WHEREAS, the COUNTY may allow DO LAB, INC. to produce an additional event between September 17-November 15 of each year of the agreement.

NOW, THEREFORE, the Parties agree as follows:

### **SECTION I – USE OF FACILITIES**

- A. DO LAB, INC. will be allowed to use the entire Lake San Antonio North Shore Facility defined as the Use Area, excluding the Parks office, Parks Maintenance Yard, Staff/Ranger Residences and facilities specifically managed by COUNTY Concessionaire (currently The California Parks Company) for the FESTIVAL. Attached hereto as Exhibit C is a map of Lake San Antonio indicating the areas referenced herein.
- B. FESTIVAL is to be held annually on a Wednesday, Thursday, Friday, Saturday, Sunday and Monday as set forth in Section II, below. Maximum attendance is 20,000 persons per day, including staff, performers and campers. If the five-year Agreement set forth in Section II, below, is mutually agreed upon by the Parties, it is intended that DO LAB, INC. has the right to negotiate same or similar scheduling terms indicated herein for years 2022 through 2027 if feasible.
- C. In addition to the actual days that the FESTIVAL is being held as set forth in Section II below, DO LAB, INC. will have access to the indicated Lake San Antonio North Shore facilities

according to the schedule below. Each Party shall give notice to the other Party by October 1<sup>st</sup> of the year prior to the next annual FESTIVAL event if the following schedule requires modification(s):

- 1) Areas other than camp sites shall be available to DO LAB, INC. for set-up beginning at 8:00 am fifteen (15) days prior to the FESTIVAL start date as listed in Section II. COUNTY reserves the right to rent camping spaces in designated areas up to nine (9) days prior to the starting date of FESTIVAL, except as otherwise specified. All such availability shall conclude and terminate at 5:00 pm seven (7) days following the FESTIVAL as listed in Section II.
- 2) All available Lake San Antonio North Shore campground sites shall be available to DO LAB, INC. for ticket holders to enter beginning at noon on Wednesday of the FESTIVAL and such availability shall conclude and terminate on 11:00 p.m. on Monday of the FESTIVAL. COUNTY reserves the right to rent campsites starting on the Thursday following the Memorial Day holiday, subject to provision of a limited area for DO LAB, INC. staff involved in cleanup and transition activities that extend beyond the period above and at a fee set by COUNTY.
- 3) All areas of the Lake San Antonio North Shore made available to DO LAB, INC. for use during the FESTIVAL shall be made available for use by COUNTY or its assigned designee no later than the day and time indicated above. DO LAB, INC. shall specifically indemnify and defend COUNTY for any claims or damages arising directly as a result of DO LAB, INC.'s failure to vacate the premises.
- 4) Areas managed by COUNTY's Concessionaire are specifically excluded in this agreement, including the store and short-term rental units. Use of COUNTY Concessionaire property must be arranged directly with the Concessionaire.
- 5) Nine (9) days prior to the start date as listed in Section II and during the days of operation of the FESTIVAL, COUNTY will close down the Lake San Antonio North Shore operations to the public and all other activities.

- D. The Lake San Antonio North Shore is provided on an "as-is" basis. The COUNTY cannot guarantee water and electrical throughout the campsites. DO LAB, INC., at their own expense, may make property improvements (hereinafter "Improvements") with prior written approval from COUNTY. DO LAB, INC. is solely responsible for obtaining any permits required by state or local laws and regulations. All Improvements must meet any and all building and other applicable codes requirements. Improvements may be accepted at the sole discretion of the COUNTY, and will be deemed a donation. Accepted Improvements are provided on an "as is" basis with no ongoing liability or responsibility by DO LAB, INC. following the end of each year's FESTIVAL. COUNTY will issue DO LAB, INC. documentation to use for such donation for tax purposes as allowed by applicable law. Improvements that are not accepted by the COUNTY shall be removed no later than 7 days following the conclusion of the FESTIVAL.

- E. DO LAB, INC. shall maintain the permanent restroom facilities starting the Monday before the start of the FESTIVAL and portable chemical toilets throughout the FESTIVAL to meet the Monterey County Health Department's standards and requirements. The cost of all sanitary facilities shall be borne by DO LAB, INC.
- F. COUNTY shall provide the use of on-site trash cans and recycle containers and will clean the public areas of litter and trash prior to the transfer of the area to DO LAB, INC.
- G. Subject to availability, COUNTY will make available to DO LAB, INC. COUNTY owned chemical toilets at no additional charge. DO LAB, INC. shall be responsible for returning the items to county no later than 7 days after the end of the FESTIVAL and for any loss or damage to said items.
- H. DO LAB, INC. shall be responsible for maintaining the entire Lake San Antonio North Shore from litter and trash during the FESTIVAL and shall assure all DO LAB, INC. vendors and contractors meet the requirements for sanitation and litter of their individual areas. DO LAB, INC. shall be ultimately responsible for collecting and removing all litter and trash from the Lake San Antonio North Shore facility and depositing it in dumpsters within 7 days following the conclusion of the FESTIVAL. As part of the collection and disposal of all trash and litter, DO LAB, INC. 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 FESTIVAL to the greatest extent possible and feasible.
- I. As COUNTY develops additional permanent facilities within the Lake San Antonio North Shore facility, such as building structures or tent structures, DO LAB, INC. will have the option of negotiating with COUNTY for utilization of these additional facilities (additional fee may be required) at that time.
- J. DO LAB, INC. shall abide by all Parks Sound Policies as established in the annual Concession Agreement. DO LAB, INC. agrees to established penalties for non-compliance as set forth in the annual Concession Agreement.
- K. Subject to space availability and the sole discretion of COUNTY, DO LAB, INC. may be authorized to utilize a designated area, up to 30,000 square feet, for year-round storage. Standard shipping/cargo containers may be utilized up to 40 feet long x 8 feet wide x 10 feet high for non-hazardous personal property. Neither the containers nor the space within may be sublet or used for commercial or business purposes other than the storage of DO LAB, INC.'s non-hazardous personal property. The exact location for the placement of the containers shall be at the sole discretion of COUNTY. The authorization for placement and use may be granted or withheld by COUNTY, without any reason given, whether reasonable or not. If such storage is authorized, the cost and maintenance of the containers is entirely that of DO LAB, INC., who shall be required to maintain and keep them in a clean, painted, rust free, and secure condition. COUNTY shall have no liability of any kind for the containers or their contents, for any reason or arising from any claim or source or reason. DO LAB, INC.'s duty to indemnify and insure COUNTY as stated in Sections VII and VIII, below shall apply to any claim for damage or injury to anything or anyone, arising from the existence, presence, or contents of the containers. At the sole discretion of COUNTY, with or without cause, with thirty (30) days' notice, COUNTY may require that DO LAB, INC. move or remove some or all of the containers, and DO LAB, INC. shall be solely responsible for arranging and the cost of such move/removal. Within 60 days of the termination of this Agreement, DO LAB, INC. shall remove any

previously approved containers at its own cost and return the area to its original condition. If DO LAB, INC. fails to move or remove any storage container when given notice and directed to do so, COUNTY may, without waiving any other right, remove, sell, use, or otherwise dispose of the containers and their contents, and DO LAB, INC. shall hold COUNTY harmless for such action.

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

- A. COUNTY will provide the facilities as described above to DO LAB, INC. for the FESTIVAL during the month of May in the years 2017 through 2021 as a Parks Department primary special event weekend, subject to the Lake San Antonio North Shore use permit and the Force Majeure, Section IX, of this Agreement. DO LAB, INC. shall conduct the FESTIVAL on the following dates during years 2017-2021:

May 24-29, 2017  
May 23-28, 2018  
May 22-27, 2019  
May 20-25, 2020  
May 26-31, 2021

COUNTY reserves the right and shall maintain final control of scheduling of events, including the FESTIVAL, at the Lake San Antonio North Shore. The above scheduled dates can be changed only by mutual agreement between the parties.

- B. In calendar year 2020, the Parties agree to meet and discuss and negotiate in good faith the potential mutually agreeable extension of this Agreement for an additional five year period, 2022 through 2027. The exact provisions and conditions of that extension, including but not limited to fees, window of FESTIVAL dates, insurance, and/or available infrastructure shall be subject to negotiation or renegotiation at that time.

## **SECTION III – PAYMENT**

- A. DO LAB, INC. shall pay COUNTY a flat fee at the rates specified below for FESTIVAL at Lake San Antonio North Shore use, which shall be increased annually in the amount of the Consumer Price Index (CPI) for the previous year, according to the following schedule:

2017 - \$180,000  
2018 – \$185,000 + 2016 CPI  
2019 – 2018 amount + 2017 CPI  
2020 – 2019 amount + 2018 CPI  
2021 – 2020 amount + 2019 CPI

- B. Additional reimbursement will be required for COUNTY staff assigned during the five days of event. That amount is currently set to be \$2,500 per day (\$12,500 for event) and will adjust each year by CPI. This is for monitoring, supervision, emergency repair work, etc. If additional staff is required, the Parties agree to meet and discuss the need and cost.

- C. Resource Management Agency or other designated County staff shall calculate the adjustment based on the U.S. Department of Labor Consumer Price Indexes, all item indexes, all urban consumers for the San Francisco-Oakland-San Jose area.
- D. COUNTY shall prepare and provide DO LAB, INC. an invoice for actual utility costs during dates of occupancy by DO LAB, INC. within sixty (60) days after the closing date of the FESTIVAL. DO LAB, INC. shall reimburse COUNTY within thirty (30) days of receipt of invoice from COUNTY.
- E. Appropriate COUNTY staff shall be allowed access to the event at no charge and not to exceed forty (40) all-access credentials, both admission and parking, for use as COUNTY deems necessary for management staff, COUNTY's agents, and other COUNTY staff as needed. This does not apply to Park Rangers who shall be allowed to enter the event solely by providing their badge and without any additional credentials. All complimentary credentials shall not be subject to resale, and are subject to cancellation by DO LAB, INC. if resale is attempted and identified (e.g., eBay, Stubhub, Craigslist).
- F. Prior to each annual event, DO LAB, INC. shall pay to COUNTY a Non-Refundable Deposit of \$25,000, payable not later than September 1 in the year prior to the applicable FESTIVAL. The deposit will be applied to the full payment due COUNTY for the FESTIVAL.
- G. The remainder of the full amount of the flat fee for each year shall be paid as detailed below. The full amount of the fee may be paid in three (3) additional installments as follows:
 

Non-Refundable Deposit	\$25,000.00	Due no later than September 1 of prior year
First Payment	\$50,000.00	Due no later than February 1
Second Payment	\$50,000.00	Due no later than March 15
Third Payment	Balance	Due no later than May 1
- H. By November 1 of each year under the Agreement, DO LAB, INC. may inform COUNTY in writing that it will not produce the FESTIVAL for the following year.
  - (1) If the event is cancelled through no fault of COUNTY, the Non-Refundable Deposit shall be retained by COUNTY and the parties will each have a mutual right to terminate the Agreement for convenience with no further liability to each other.
  - (2) If notice described immediately above is not provided, the Non-Refundable Deposit amount shall be applied to the balance due for that year, which will be split into three payments due on the subsequent February 1, March 15 and May 1.
- I. Subject to the force majeure clause, if through no fault of COUNTY the FESTIVAL is canceled, then COUNTY shall nevertheless be owed the full amount due.
- J. COUNTY shall have the right to inspect and audit DO LAB, INC.'s books and records at reasonable times and upon reasonable notice.

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

- A. COUNTY hereby authorizes DO LAB, INC. to use the name “Lake San Antonio North Shore” subject to this Agreement in its promotional information. In the event that the name of the Lake San Antonio North Shore Facility as a whole is changed, by way of a naming rights agreement with COUNTY or by other action or cause, DO LAB, INC. shall be required to use the new name in its promotional information that has not yet been submitted for printing/manufacturing.
- B. Further, DO LAB, INC. may, at its own expense, have a reasonably sized sign (not exceeding 32 square feet) painted, erected and maintained within the Lake San Antonio North Shore facility. The sign may remain for the duration of each annual FESTIVAL. The content, format, color schemes, and location of all signs shall be subject to the Monterey County Parks Department Sign Plan and approval by COUNTY. Said approval shall not be unreasonably withheld.
- C. COUNTY will promote and publicize the Festival event in its Calendar of Events and other calendars of events to which COUNTY posts information as time and staff resources permit.
- D. COUNTY authorizes DO LAB, INC., at the discretion of the County Administrative Officer, or designee, 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 and advertising of structures and at locations within the Lake San Antonio North Shore ten (10) days prior to the FESTIVAL and concluding three (3) days following the FESTIVAL event. DO LAB, INC. agrees to work with COUNTY to mitigate temporary signage conflicts that may arise during future contract negotiations with other parties.
- E. DO LAB, INC. grants COUNTY a limited trademark license to enable COUNTY to fulfill its rights and obligations set forth in this Section IV.

## **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 or not in connection with the event contemplated hereby in the absence of written approval thereof in advance. DO LAB, INC. shall clearly establish at all times during the term hereof that COUNTY is not a co-partner or otherwise liable or obligated for any cost, expenses, or DO LAB, INC.’s conduct of same. COUNTY makes no representation or warranty with respect to the suitability of the Lake San Antonio North Shore for DO LAB, INC.’s purposes nor the success or other results of DO LAB, INC. activities conducted hereunder.

## **SECTION VI -DO LAB, INC.’S OBLIGATION**

- A. DO LAB, INC. shall complete a separate annual Special Use Event Application and Concession Agreement for Special Events and have said Concession Agreement approved, and fully executed by the County Administrative Officer, or designee, for each event at least one hundred twenty (120) days prior to the beginning of the FESTIVAL. A copy of a current annual Special Use Event Application is attached hereto as Exhibit A, and Concession



Agreement for Special Events, is attached hereto as Exhibit B. The COUNTY may, in its sole discretion, modify the format of the Special Use Event Application and Concession Agreement for Special Events.

- B. DO LAB, INC. shall not commit or permit any injury or damage to any part of the Lake San Antonio North Shore or their appurtenances nor any waste thereon. All property utilized by DO LAB, INC. 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. DO LAB, INC. shall promptly arrange and pay to have repairs made for any damage, reasonable wear and tear excepted, to the Lake San Antonio North Shore or other facilities arising out of DO LAB, INC.'s operation hereunder. DO LAB, INC. will complete all environmental repairs, as required by COUNTY, within fourteen (14) days following the FESTIVAL event.
- D. DO LAB, INC. shall be responsible for and promptly pay all taxes and assessments of any kind whatsoever assessed or levied for the use of the Lake San Antonio North Shore and/or for storage of its personal property at the Lake San Antonio North Shore, including but not limited to 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 DO LAB, INC. to COUNTY pursuant to this Agreement.
- E. DO LAB, INC. , 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 DO LAB, INC.'s operations.
- F. DO LAB, INC. 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.

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

DO LAB, INC. shall indemnify, defend, and hold harmless the COUNTY, the United States of America, the California Parks Company, or any other resident Concessionaire of the Parks Department and each of their officers, agents, and employees from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies to DO LAB, INC. in connection with the performance of this Agreement, and/or the use of the Ft. Hunter Liggett road systems adjacent to Lake San Antonio North Shore, and the public performance of music, 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 the DO LAB, INC.'s performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the COUNTY. "DO LAB, INC.'s performance" includes DO LAB, INC.'s action or inaction and the action or inaction of DO LAB, INC.'s officers, employees, agents and subcontractors.

## SECTION VIII – INSURANCE

### A. Evidence of Coverage

Prior to the execution of each annual Concession Agreement for Special Events, for each FESTIVAL event under this Agreement, DO LAB, INC. shall provide a “Certificate of Insurance” certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, upon request, DO LAB, INC. shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County’s Resource Management Agency Administrative Services Division, unless otherwise directed. An annual Concession Agreement shall not be approved and DO LAB, INC. shall not be allowed to proceed with the FESTIVAL under this Agreement until it has obtained all insurance required and such insurance has been approved by the COUNTY. This approval of insurance shall neither relieve nor decrease the liability of the DO LAB, INC.

### B. Qualifying Insurer

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 Risk Manager.

C. Insurance Requirements. Without limiting DO LAB, INC.’s duty to indemnify, DO LAB, INC. shall maintain in force at all times during the performance of this Agreement a policy or policies of insurance covering all of its operations including, but not limited to, the following coverage and in the minimum limits of liability as stated herein:

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 \$5,000,000 per occurrence with a \$10,000,000 aggregate. Excess liability coverage that provides an additional \$5,000,000 per occurrence for specified competitive events shall be provided.
2. Business Auto Liability, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, with a combined single limit for Bodily Injury and Property Damage of not less than \$2,000,000 per occurrence.
3. Workers’ Compensation covering statutory requirements of the State of California and Employer’s Liability of not less than \$1,000,000 each employee, \$1,000,000 each accident and \$1,000,000 each disease.
4. Liquor liability insurance, with limits not less than \$2,000,000 each occurrence combined single limit for Bodily Injury and Property Damage.
5. Accident Medical Benefits Insurance to cover spectators, entertainers, employees and volunteers, with limits not less than \$25,000 each person.

#### D. Other Insurance Requirements.

1. All insurance required by this Agreement shall be with a company acceptable to the 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 DO LAB, INC. completes its performance under this Agreement.
2. Each liability policy shall provide that the 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 DO LAB, INC. 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, 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 further 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 DO LAB, INC.'s performance of this Agreement. *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. DO LAB, INC. 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.
5. DO LAB, INC. shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County Administrative Officer, or designee. If the certificate is not received by the expiration date, County shall notify DO LAB, INC. and DO LAB, INC. shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by DO LAB, INC. to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

#### **SECTION IX – FORCE MAJEURE**

- A. COUNTY and DO LAB, INC. shall be relieved of their obligation to the other if unable to perform the terms and conditions of this Agreement by virtue of governmental regulations or order, or by strike or war (declared or undeclared) or other calamity such as fire, earthquake,

hurricane, or similar acts of God, or because of other similar or dissimilar cause or causes beyond their control.

- B. DO LAB, INC. acknowledges notice that COUNTY may terminate this Agreement at any time if the Lake San Antonio North Shore 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) DO LAB, INC. 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 DO LAB, INC. 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. DO LAB, INC. 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 DO LAB, INC.'s interest in this Agreement and/or a change in the composition or ownership of DO LAB, INC., 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 DO LAB, 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 or not 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 forty-five (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 DO LAB, INC. 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 fashion. COUNTY may impose such reasonable conditions upon the transfer as it deems appropriate in its sole discretion. Further, any single consent to Transfer

shall not be the basis for or implied consent to additional Transfers, and DO LAB, INC. 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.

### **SECTION XII – TERMINATION**

- A. The COUNTY reserves the right to cancel this Agreement or any extension of this Agreement, for any reason with written notice given no later than September 1 of each year under the Agreement. If the Agreement is cancelled by the COUNTY pursuant to this paragraph, the Performance Bond shall be returned by COUNTY to DO LAB, INC. and the parties will each have a mutual right to terminate the Agreement for convenience with no further liability to each other.
- B. The County reserves the right to cancel this Agreement or any extension of this Agreement with cause immediately. “Cause” includes but is not limited to the failure of DO LAB, INC. to have in force all required insurance, failure to make timely payment when due, failure to obtain required permits, or any breach of terms and conditions of this Agreement or any related annual Agreement for Special Events. In addition to all other remedies, including termination of this Agreement, any damages shall be recoverable from the principal and sureties upon the faithful performance bond or security.
- C. Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and DO LAB, INC. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- D. Severability. If a Clause of this Agreement is determined by any court or other competent authority to be unlawful and/or unenforceable, the other Clauses of this Agreement will continue in effect.

### **SECTION XIII-ADMINISTRATION**

COUNTY appoints its County Administrative Officer, or designee, as its agent for the general supervision and administration of this Agreement.

### **SECTION XIV – NOTICES**

Any notice to be given to the parties hereunder shall be given by mail, certified or postage prepaid, addressed to the parties as follows:

COUNTY:  
County of Monterey  
County Administrative Office  
168 W. Alisal St., 3<sup>rd</sup> Floor  
Salinas, CA 93901  
(831) 755-5103

DO LAB, INC.:  
Do LaB Inc.  
1024 Santee St. Suite 600  
Los Angeles, CA 90015  
(323) 459-2690

## **SECTION XV – EQUAL OPPORTUNITY**

DO LAB, INC. 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**

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.

## **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 only be in the County of Monterey.

## **SECTION XVIII – NO REPRESENTATION OR WARRANTY OF FITNESS**

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

## **SECTION XIX – FAITHFUL PERFORMANCE SECURITY**

- A. Thirty days prior to the event DO LAB, INC. shall provide COUNTY with a \$25,000 certified check payable to COUNTY as security to guarantee payment of any monies which may be payable to COUNTY under this Agreement, including but not limited to: any damage to park property; utility charges; removal by COUNTY of such property as may be left in the Lake San Antonio North Shore in violation of terms of this Agreement; and cost to COUNTY of restoring Lake San Antonio North Shore occupied and left in unsatisfactory condition. COUNTY will return this security, or unused portions of this security, within one hundred twenty (120) days following the last day of the annual FESTIVAL event.
- 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 constructed to excuse faithful performance by DO LAB, INC. or limit the liability of DO LAB, INC. under this Agreement or for damages, either to the full amount of the bond/security or otherwise.

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

THE DO LAB, Inc.

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

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

By: \_\_\_\_\_

Title: \_\_\_\_\_

COUNTY OF MONTEREY

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

By: \_\_\_\_\_

Chair, Monterey County  
Board of Supervisors

Approved as To Form  
COUNTY COUNSEL

BY: \_\_\_\_\_

Deputy County Counsel

- EXHIBIT A – Special Use Event Application
- EXHIBIT B – Concession Agreement for Special Events
- EXHIBIT C – Map of Lake San Antonio North Shore

COUNTY OF MONTEREY  
PARKS DEPARTMENT

SPECIAL USE EVENT APPLICATION

Application Date: \_\_\_\_\_ Date Received by Parks: \_\_\_\_\_

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

\_\_\_\_\_, as a concessionaire, to make use of the  
(Name of Applicant/Host Organization)

Park Name: \_\_\_\_\_

Park Area(s): \_\_\_\_\_

Set Up Dates/Times: \_\_\_\_\_

Event Dates/Times: \_\_\_\_\_

Cleanup Dates/Times: \_\_\_\_\_

for \_\_\_\_\_, subject to the following conditions:  
(Event Name)

- 1. Contact name: \_\_\_\_\_
  - a. Phone and Cell Phone: \_\_\_\_\_
  - b. email: \_\_\_\_\_

- 2. Event Description (including programs, activities, entertainment and schedule):  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

- 3. Attendance:  
 Minimum attendance: \_\_\_\_\_  
 Maximum attendance. (The County may limit maximum attendance at its discretion):  
 \_\_\_\_\_

- 4. Method of limiting attendance to the maximum number of persons permitted by the County:  
 \_\_\_\_\_  
 \_\_\_\_\_

- 5. Event will have amplified music: \_\_\_\_\_ Yes \_\_\_\_\_ No  
 If yes, applicant shall complete the Amplified Music Permit Form.

- 6. If this event is a fundraiser, list the beneficiaries: \_\_\_\_\_  
 \_\_\_\_\_

- 7. Applicant will have not less than \_\_\_\_\_ employees and \_\_\_\_\_ volunteers in the Park unit during the period of this Special Use Event.



8. 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:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
  - b. List of applicant's proposed fees/charges:  
 Admission/Entrance Ticket: \_\_\_\_\_  
 Vendor Space: \_\_\_\_\_  
 Participation: \_\_\_\_\_  
 Other: \_\_\_\_\_
  - c. Estimated gross receipts: \_\_\_\_\_
  - d. Estimated net profit: \_\_\_\_\_
  - e. Method of garbage collection and disposal to be used: \_\_\_\_\_  
 \_\_\_\_\_
  - f. 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):  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
  - g. Proposed fire control measures and additional firefighting equipment to be furnished by applicant as required by the County Administrative Officer, or designee, his designee or the local fire marshal:  
 \_\_\_\_\_  
 \_\_\_\_\_
  - h. Proposed first-aid service to be supplied by applicant, including ambulance services, doctors or nurses: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
  - i. Additional police protection or security (provided by applicant and at their expense):  
 \_\_\_\_\_  
 \_\_\_\_\_
  - j. Parking and Traffic Plans and Personnel, as required for traffic control (provided by applicant and at their expense):  
 \_\_\_\_\_  
 \_\_\_\_\_

- k. Additional sanitary facilities as required by the County Administrative Officer, or designee,, his designee, or the Monterey County Health Department (provided by applicant and at their expense):

Vendor providing services: \_\_\_\_\_

Location(s) of additional facilities: \_\_\_\_\_

\_\_\_\_\_

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

9. Applicant may be required to post a cash bond with the County, depending on circumstances of the special event and probabilities of damage.
10. The County Administrative Officer, or designee, 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.
11. 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.
12. 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)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Phone)

COUNTY OF MONTEREY:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Address)

Agreement No.: \_\_\_\_\_  
Date: \_\_\_\_\_

CONCESSION AGREEMENT  
FOR  
SPECIAL EVENTS

Dates of Event:

This agreement by and between the County of Monterey, hereinafter called "COUNTY", and, \_\_\_\_\_ 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: \_\_\_\_\_ ; to be held at the location described below, beginning on \_\_\_\_\_ and ending on \_\_\_\_\_.
2. COUNTY hereby grants to the CONCESSIONAIRE the right to occupy \_\_\_\_\_ subject to the terms and conditions of this agreement and the Facility Use Agreement.
3. CONCESSIONAIRE agrees to pay to COUNTY for the rights and privileges hereby granted the amounts and in the manner set forth in the Facility Use Agreement.
4. CONCESSIONAIRE agrees to deposit with COUNTY a Faithful Performance Bond as outlined in the Facility Use Agreement.
5. 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.
6. The CONCESSIONAIRE agrees that any authorized representative of COUNTY shall have access to said premises at all times.
7. 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.
8. **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 as outlined in the Facility Use Agreement.
9. 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.

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

11. 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.

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

13. Special Provisions: Three (3) pages of special provisions are incorporated in this agreement by this reference.

14. Plans: Three (3) pages of plans are incorporated in this agreement by this reference. Plans must be submitted to the Special Events Manager no later than \_\_\_\_\_.

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 \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Title

Address \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

ATTEST:

## **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 is responsible for securing planning, building and encroachment permits from the County Resource Management Agency (RMA.) It is recommended that the CONCESSIONAIRE contact RMA a minimum of 90-180 days in advance of EVENT to allow plenty of time for the process and to avoid penalty fees. Penalty fees may be assessed for anything less than 60 days in advance. Contact information will be provided by the COUNTY.
6. 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.
7. 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.
8. 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.
9. 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.

10. 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.
11. 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.
12. 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.
13. 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.
14. 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.
15. All activities within the above-named park unit shall be at the direction of the County Administrative Officer or his designee.
16. Arrangements for advance preparations shall be made with the County Administrative Officer or his designee.
17. Rules and regulations of the County Park System shall be observed by the CONCESSIONAIRE, his employees, agents or contractors.
18. The use of buildings or grounds, shall be in strict accordance with the Concession Agreement as authorized by the County Administrative Officer and/or the Board of Supervisors of the County of Monterey. This provision particularly applies to activities which might create hazardous fire conditions.
19. Except during the event, the public shall have normal access to the area.
20. 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.

21. Fires will not be permitted except upon the specific approval of the County Administrative Officer, or his designee, and under his direction.
22. Vehicles operated by or under the control of the CONCESSIONAIRE will be parked in areas designated by the County Administrative Officer or his designee.
23. CONCESSIONAIRE will control all traffic and vehicles as directed by the County Administrative Officer or his designee.
24. All safety orders of the Division of Industry Safety, Department of Industrial Relations, must be strictly observed.
25. 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.
26. 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.





**Lightning in a Bottle Arts & Music Festival**  
**Lake San Antonio North Shore**  
**May 24-29, 2017**

**SPECIAL PROVISIONS**

**I. AGENCY CONTACT**

- A. CONCESSIONAIRE is responsible for contacting and obtaining all necessary permits, authorizations, etc., from State, Federal, and appropriate County agencies. This may include, but is not limited to the local Fire District, California Highway Patrol, Federal Aviation Administration, Monterey County Health Department, CalTrans and Monterey County Sheriff's Office.
- B. CONCESSIONAIRE will furnish copies of all permits or authorizations from outside agencies, if appropriate, to the COUNTY at least two (2) weeks prior to the event.

**II. FEES**

- A. All fees shall be paid as outlined in the Facility Use Agreement.
- B. CONCESSIONAIRE will supply all staffing necessary to collect established fees for the event.
- C. CONCESSIONAIRE shall provide COUNTY the opportunity to have two (2) vendor booths at no cost to COUNTY.
- D. All fees and charges are due according to the payment schedule in the Facility Use Agreement.
- E. If the event is cancelled, CONCESSIONAIRE is responsible for all refunds that may apply, and will hold the COUNTY harmless as to any claims of anyone who has applied for refund of such pre-payment for such admission or to participate in the event.

**III. CAMPING**

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

**IV. PARKING AND TRAFFIC CONTROL**

- A. Parking and traffic control within 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.
- C. All traffic control devices, i.e., barricades, cones, etc., are the responsibility of the CONCESSIONAIRE.
- D. CONCESSIONAIRE will see that no vehicles will be driven on established lawn area or off-road areas within the park. To obtain access by any said vehicle to an off-road area within the park, CONCESSIONAIRE, or his/her representative(s), will first contact the County Park 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 shall maintain all permanent Parks-owned restroom facilities during the event. COUNTY will provide CONCESSIONAIRE with a relatively litter and trash free event site. CONCESSIONAIRE will be the responsible for all litter, trash control and recycling during event; trash dumpsters and hauling service; and, cleanup after the event.
- D. The Monterey County HEALTH DEPARTMENT requires a Recycling Plan for waste products generated by your event including plastic, aluminum, cardboard, organic and cooking oils. Please consider methods by which this may be accomplished, and include in your Sanitation Plan. Form will be provided by COUNTY.
- E. It is the responsibility of the CONCESSIONAIRE to provide grey water disposal facilities for food vendors as required by the County Health Department.
- F. It is the responsibility of the CONCESSIONAIRE to provide portable hand wash facilities in food concession areas as required by the County Health Department.

**VI. FACILITY DAMAGE**

- A. A representative from both COUNTY and 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.
- B. Control measures to minimize potential erosion damage to COUNTY property from event participants and spectators will be provided at the CONCESSIONAIRE'S expense: including temporary fencing around sensitive areas, security staff and signage of event areas as determined by COUNTY.
- C. Erosion damage will be repaired at the CONCESSIONAIRE'S expense under COUNTY 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**

All banners and signs and their method and location of display, must be approved by COUNTY.

**VII. 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. COUNTY must be furnished a list and location map of all vendors associated with your event no later than one (1) month prior to your event. This list must include food, merchandise and information vendors.

- C. CONCESSIONAIRE shall be responsible for and promptly obtain all necessary licenses and permits to conduct the event, including but not limited to those licenses necessary for the public performance of music if applicable, and shall comply with all applicable federal, state, and local laws and regulations in the performance of this Agreement.

**IX. SOUND**

- A. COUNTY will provide personnel to monitor sound at the mixing board(s) if necessary to control sound. Sound will be measured one hundred feet (100') in front of the stage and will be monitored on the A frequency weighting. Sound will be monitored by COUNTY personnel inside and outside the park as needed.
- B. Amplified sound, at the 105 dBA level, will be allowed from 9:00 am until 2:00 am. From 2:00 am until 4:00 am, sound must be lowered to 85 dBA. After midnight, all scheduled and non-scheduled activities, including music and other performances, will be strictly monitored and sound must not travel outside the venue.
- C. All performance locations must be strategically placed to cause the least amount of disturbance to the surrounding neighbors.
- D. All sound checks shall take place prior to the beginning of the event. Sound checks shall not be performed prior to 9:00 am or after 8:00 pm. COUNTY must be notified in advance when the sound checks will take place.
- E. CONCESSIONAIRE shall give special attention to placement of tents, speakers, stages, etc., to keep sound directed away from local residents.
- F. CONCESSIONAIRE shall direct all personnel operating sound equipment to stay within the established decibel limits and to turn the music down if requested to do so by COUNTY personnel. COUNTY personnel may opt to request that CONCESSIONAIRE instruct sound personnel when the sound needs to be adjusted.
- G. COUNTY shall make one (1) request for sound to be lowered when it is in excess of the 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.
- H. COUNTY has the authority to terminate the event, or any activities within the event, if CONCESSIONAIRE does not comply with direction from COUNTY personnel.
- I. All sound monitoring equipment shall be calibrated per OSHA and equipment and industry standard guidelines and readings will be based on sustained levels.

## PLANS

- A. In order to help ensure that your event is successful from an operational standpoint, the COUNTY, together with other agencies, requires that you develop and supply 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 the 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.
- D. CONCESSIONAIRE is responsible for securing planning, building and encroachment permits from the County Resource Management Agency (RMA.) It is recommended that CONCESSIONAIRE contact RMA a minimum of 90-180 days in advance of event to allow plenty of time for the process and to avoid penalty fees. Penalty fees may be assessed for anything less than sixty (60) days in advance. Contact information will be provided by COUNTY.

### **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. Include a brief statement stipulating what type of event is being conducted and estimates of attendance.
- B. Identify individuals responsible for coordinating special event communications including contact phone numbers.

- C. Identify specific period in which special event communications will be conducted including dates and specific hours of operation.
- D. Identify who/what organization will be providing basic communication services for the event. Include a statement explaining personnel training and level of experience.
- E. Provide location(s) and generalized description of communication facilities to be utilized during the event including location of dispatch center.
- F. Identify Monterey County public safety agencies and organizations participating with CONCESSIONAIRE (e.g. Sheriff, EMS, Fire District, California Highway Patrol, etc.)
- G. Include a statement regarding how the 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. Include a listing of frequencies to be used by site coordinators during the event. A list of radio call signs that will be used must be included should interagency coordination be required during a major emergency.
- I. A listing of on-site phone numbers for contacting the event communications center and communication coordinators in the event of an emergency.
- J. A statement providing special operational information relating to event communications as needed.

### **III. MEDICAL PLAN**

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

### **IV. PARKING AND TRAFFIC CONTROL PLAN**

- A. List names of person(s) responsible for parking and traffic control and their work schedules.
- B. On a map, show the traffic plan patterns within the park at different stages of the event. Differentiate between general traffic routes and VIP, vendor, or participant routes, if applicable.
- C. On a map denote the areas of the park to be parked, how they will be identified, and in what order they will be parked.
- D. Show any access control points, i.e., ticket sales, ticket check, will call, etc.
- E. If CHP or Sheriff's Department will be involved in this aspect of your event, so note together with their work schedules.

### **V. SANITATION PLAN**

- A. A Sanitation Plan will be completed by the CONCESSIONAIRE. On a map, show the location of various groupings of chemical toilets as they will be placed and all permanent restroom facilities in the event area(s.)
- B. The permanent facilities open to the public serving the event area will offset the number of chemical toilets that may be required for the event.

- C. Include the name of the sanitation company, contact person, phone number, the date that chemical toilets will be moved into place and the date they will be removed or returned to their original location.

## **VI. CAMPING PLAN**

- A. List names of person(s) responsible for this aspect of the event together with their work schedules.
- B. Using a map show the areas of the park to be camped, times and dates of occupancy and how you will identify different areas, i.e., "A" Camp, "B" Camp, VIP, vendors, overflow, etc.
- C. Explain how campers are to be assigned to a particular site or area, how it will be accomplished and how many campers will occupy any given area.
- D. Explain how you will handle early arrivals for your event

## **VII. SECURITY 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) List name(s) of person(s) responsible for this aspect of your event together with their work schedules and how they can be contacted.
  - 2) List total number of security personnel, their assignments, how they will be communicated with, how will they be identified, and their work schedules.
- B. Second, there are the security requirements that ***others*** will require of 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 Sheriff's Office may require that you furnish additional security or information. The determination of what is acceptable will be determined by the Sheriff's Office. Should the Sheriff's Office require that one or more of their units be on site during the event, you are required to fill out an "Application for Special Police Protection." This form is available through the Sheriff's Office or the Parks Department.

## **VIII. ACCESSIBILITY PLAN**

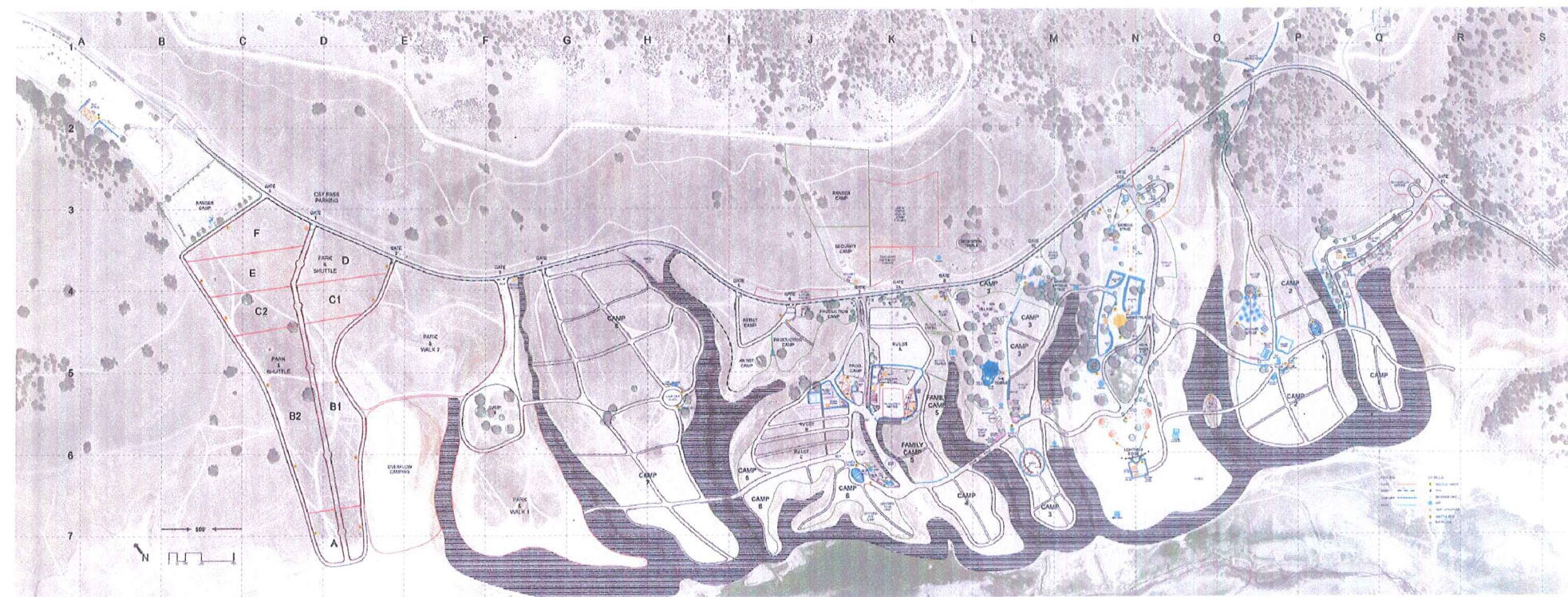
The plan must describe, in narrative form, the following: the numbers and locations of accessible parking and restrooms and accessibility to all areas of the event and how it will be accomplished. Parking and restrooms must be shown on your Site Plan.

## **IX. ANIMAL CONTROL PLAN**

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

## **X. SOUND MITIGATION PLAN**

The plan must address the following, in narrative form, the following: personnel monitoring mixing boards and sound, acknowledgement of decibel levels and times, sound checks and placement/direction of speakers. Other sound-related issue shall be addressed as necessary.



This page intentionally left blank.