

Spartan Race, Inc.

Permit No. 2022-005

**SPECIAL EVENT USE PERMIT
BETWEEN
COUNTY OF MONTEREY
AND
SPARTAN RACE, INC.**

This Special Event Use Permit ("Permit") by and between the County of Monterey, a political subdivision of the State of California, hereinafter called "COUNTY," and Spartan Race, Inc., hereinafter called "CONCESSIONAIRE" is hereby entered into between COUNTY and CONCESSIONAIRE (collectively, the "Parties") and effective as of the last date opposite the respective signatures below.

In consideration of the mutual covenants and conditions set forth in this Permit, the Parties agree as follows:

1.0 GENERAL DESCRIPTION

- 1.1 CONCESSIONAIRE desires to secure from COUNTY certain rights and privileges and to conduct the Monterey Spartan Super 10K and Sprint 5K Weekend with obstacles, and The Monterey Spartan Trail Race 10K, 21K & 50K without obstacles (collectively the "Event") on the following dates:

Saturday, June 4, 2022	Sunday, June 5, 2022
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to be held at Toro Park (collectively the "Facility"), in Monterey County, California.

- 1.2 COUNTY hereby grants to CONCESSIONAIRE the right to occupy the Facility for the purposes hereinafter set forth, subject to the terms and conditions of this Permit:
- 1.2.1 The Facility is provided on an "as is" basis. It is the responsibility of CONCESSIONAIRE to inspect the Facility prior to its use, and such use shall confirm that CONCESSIONAIRE has determined that the Facility is appropriate and safe for its purposes.
- 1.2.2 The purposes of use of the Facility shall be limited to: activities directly associated with the Event.
- 1.3 During the term of this Permit, no more than a maximum of five thousand (5,000) attendees on June 4, 2022, and no more than a maximum of four thousand five hundred (4,500) attendees on June 5, 2022, may participate in the Event, including all staff, volunteers, and participants. CONCESSIONAIRE will have fifty (50) employees and five hundred (500) volunteers.
- 1.3.1 CONCESSIONAIRE shall be allowed to begin Event setup and complete all teardown, cleanup, and remediation of the property as set forth below:

Event Information	Dates	Times
Set-up Dates/Time	May 25 – June 3, 2022	7:00 a.m. – 7:00 p.m.
Event Dates	June 4-5, 2022	5:00 a.m. – 10:00 p.m.*
Clean Up Dates	June 6-8, 2022	7:00 a.m. – 7:00 p.m.

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* CONCESSIONAIRE shall fully comply with Monterey County Code Chapter 10.60 - Noise Control. See Section 4.37.

- 1.3.2 CONCESSIONAIRE agrees that the Facility will be open to the public all days except the two (2) Event days (Saturday, June 4, and Sunday, June 5, 2022). CONCESSIONAIRE shall build the racecourse and obstacles in a manner that does not interfere with public use of the Facility on a commercially reasonable basis, and obstacles shall be secured from public use.

COUNTY shall not reserve group areas June 4-5, 2022.

CONCESSIONAIRE shall have the right to exclude the public from use of Facility areas where construction of the racecourse and/or obstacles is taking place.

- 1.3.3 CONCESSIONAIRE shall not use or otherwise access areas outlined in **Exhibit F – Prohibited Areas** attached to and made part of this Permit.

2.0 SERVING AND CONSUMPTION OF ALCOHOL

- 2.1 Serving and consumption of alcohol shall be allowed at the Facility, pursuant to the terms of this Permit as set forth below.
- 2.2 CONCESSIONAIRE (or its designated third-party beverage provider) shall:
- 2.2.1 Prevent over-consumption, underage drinking, and other alcohol-related concerns.
- 2.2.2 Check the identification (ID) of all guests and make certain those without acceptable ID or those underage do not consume alcoholic beverages.
- 2.2.3 Offer food for sale along with alcoholic beverages.
- 2.2.4 Provide non-alcoholic beverages.
- 2.2.5 Restrict alcohol to a designated area only and not allow it to be taken out of the designated area.
- 2.2.6 Obtain all necessary permits from all associated regulatory agencies.
- 2.3 CONCESSIONAIRE is responsible for the actions of Event guests and for enforcing the above. A point of contact for CONCESSIONAIRE, or its designated third-party beverage provider, must physically be present during the period(s) in which alcoholic beverages are present.
- 2.4 CONCESSIONAIRE shall be responsible for payment to cover any damages that occur to the Facility and additional cleanup directly related to, or directly arising from, the service and consumption of alcohol.

3.0 PAYMENT PROVISIONS

- 3.1 CONCESSIONAIRE agrees to pay COUNTY for the rights and privileges hereby granted as follows:

Site Rental Fee	Description	Total Fees
Site Fee	Toro Park site fee of eighty thousand dollars (\$80,000.00) for this Event shall be paid as follows:	
Nonrefundable Deposit	Due not later than three (3) days after County approval of this Permit.	\$25,000.00

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	This deposit will be applied to the full payment due to County for the Event.			
Balance Due for Site Fee	Site Fee Balance due not later than May 19, 2022.			\$55,000.00
Park Rangers on-site for Event days (June 4-5, 2022)				
Supervising Ranger	\$122.24/hour	10 hours/day	2 days	\$ 2,444.80*
Ranger III	\$108.80/hour	10 hours/day	2 days	\$ 2,176.00*
Non-refundable Application Fee				\$ 300.00
Total Event Fees				\$ 84,920.80
Deposits - Refundable – Already on file – carry over from 2021 event.				\$50,000.00
<p>CONCESSIONAIRE shall deliver to COUNTY a certified check payable to County of Monterey as security to guarantee payment of:</p> <ol style="list-style-type: none"> 1. Any monies which may be payable to COUNTY under this Permit. 2. Any damage to Facility property, caused by CONCESSIONAIRE and/or participants and spectators at the Event. 3. Utility charges, if any. <ol style="list-style-type: none"> a. COUNTY assistance requested during CONCESSIONAIRE's use of the Facility not previously identified in this Permit, including but not limited to, assistance during set-up and teardown of obstacles and structures, equipment, repair work, monitoring, and supervision; calculated on a time-and-materials basis. b. Removal by COUNTY of such CONCESSIONAIRE's personal property as may be left on the premises in violation of terms of this Permit. c. Cost to COUNTY of restoring premises occupied and left by CONCESSIONAIRE in unsatisfactory condition in contravention to the restoration procedures described herein. d. COUNTY will return this security, or unused portions of this security, within one hundred twenty (120) days following the last day of the Event. Neither the provisions of this section, any bond or security accepted by COUNTY pursuant thereto, nor any damages recovered by COUNTY thereunder shall be constructed to excuse faithful performance by CONCESSIONAIRE or limit the liability of CONCESSIONAIRE under this Permit or for damages, either to the full amount of the bond/security or otherwise. 				
TOTAL FEES DUE PRIOR TO EVENT (including refundable deposit)				\$134,920.80

*Should Ranger or County staff Services be required longer than hours included in this Permit, CONCESSIONAIRE will be invoiced for additional time on a time-and-materials basis.

3.2 Additional Services

CONCESSIONAIRE shall reimburse COUNTY for any additional CONCESSIONAIRE requested services during use of the Facility not previously identified in this Permit on a time-and-materials basis. These services may include, but are not limited to, staff assistance, equipment, vehicles, repair work, monitoring, and supervision.

CONCESSIONAIRE will be charged for CONCESSIONAIRE requested services provided by COUNTY during the Event at the following rates:

Position	Applied Rate
Admin Ops Manager	\$149.43
Parks Supervisor	\$ 88.78
B&G II	\$ 81.55
Park Ranger III	\$108.80
Park Ranger II	\$ 99.11

CONCESSIONAIRE shall make payment to COUNTY within thirty (30) days from date of invoice.

3.3 Special Event Application

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

4.0 GENERAL OBLIGATIONS

A. CONCESSIONAIRE

- 4.1 CONCESSIONAIRE shall coordinate all setup activities with COUNTY Parks Administrative Operations Manager.
- 4.2 In the event CONCESSIONAIRE requires delivery/drop off materials and supplies prior to set-up date, CONCESSIONAIRE may do so at an area designated by COUNTY Parks Administrative Operations Manager no sooner than May 8, 2022.
- 4.3 CONCESSIONAIRE shall arrange for all participants and spectators to park at Laguna Seca Raceway. CONCESSIONAIRE staff shall park in Facility parking lots adjacent to festival area.
- 4.4 CONCESSIONAIRE shall provide staff to monitor parking on adjacent roads outside the Facility to ensure no driveways or private property is blocked during the entirety of the Event. Vehicles parked in violation of the California Vehicle Code will be subject to ticketing and towing.
- 4.5 CONCESSIONAIRE shall provide written notice of the Event to neighboring residents of the Facility who may be impacted by the Event at least two (2) weeks prior to Event and again one (1) week prior to the Event.
- 4.6 CONCESSIONAIRE shall be required to obtain all permits and licenses required under this Permit. These may include but are not limited to: the Monterey County Regional

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Fire District, California Highway Patrol, Federal Aviation Administration, Monterey County Health Department, Monterey County Sheriff's Office, and California Department of Transportation (CalTrans).

- 4.7 CONCESSIONAIRE, its agents, employees, volunteers, and patrons shall be responsible to act in accordance with and to obey all federal, state, and local laws related to and/or required to engage in the Event, its conduct, and its performance under this Permit.
- 4.8 CONCESSIONAIRE shall be responsible for providing notice to all attendees that they must obey all federal, state, and local laws and vehicle codes when parking outside the Facility.
- 4.9 CONCESSIONAIRE shall use reasonable best efforts to keep the premises in a clean and sanitary condition while using the Facility.
- 4.10 CONCESSIONAIRE shall furnish copies of all permits or authorizations from outside agencies, as appropriate, to COUNTY at least two (2) weeks prior to the event.
- 4.11 CONCESSIONAIRE shall be solely responsible for the selection and/or employment of any and all volunteers and staff members.
- 4.12 CONCESSIONAIRE staff specifically are not COUNTY employees.
- 4.13 CONCESSIONAIRE shall complete all required plans and approvals for the Event at least thirty (30) days prior to the Event as outlined in **Exhibit B - Plans** attached to and made part of this Permit.
- 4.14 CONCESSIONAIRE shall complete all required site maps and approvals for each event at least sixty (60) days prior to the event as outlined in **Exhibit C – Maps**, attached to and made part of this Permit.
- 4.15 CONCESSIONAIRE shall comply with COVID-19 Health and Safety measures as required and recommended by California Department of Public Health and California Division of Occupational Safety and Health (DOSH), better known as Cal/OSHA.
- 4.16 CONCESSIONAIRE shall not commit or permit any injury or damage to any part of Facility, or its appurtenances, nor placement of any waste thereon. All property utilized by CONCESSIONAIRE during the operations contemplated hereby shall be returned to COUNTY in the same condition or state of repair after each program use, reasonable wear and tear excepted.
- 4.17 Only existing trails may be used. New trails may not be constructed in any area.
- 4.18 CONCESSIONAIRE shall use reasonable best efforts to return COUNTY property to its original condition at its sole cost.
- 4.19 CONCESSIONAIRE shall lay down heavy-equipment pressure plates or plywood with a minimum thickness of three-quarter inches (3/4") when driving or tracking vehicles larger than a 3/4-ton pickup (gross tonnage weight) or heavy equipment across turf and field areas.

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- 4.20 CONCESSIONAIRE shall promptly arrange and pay to have repairs made for any damage to or other facilities arising out of CONCESSIONAIRE's operation hereunder. CONCESSIONAIRE shall complete all environmental repairs, as agreed to with COUNTY representatives, within seven (7) days following the event. If repairs are not completed to the satisfaction of COUNTY, COUNTY will have repairs performed and deduct the cost from the security deposit.
- 4.21 A representative for CONCESSIONAIRE and COUNTY shall conduct mandatory pre-Event and post-Event walk-throughs of the Facility as follows:

Pre-Event Walk-through	May 25, 2022
Post-Event Walk-through	June 8, 2022

- 4.20.1 Each Walk-through shall be documented with notes and photographs and agreed-upon by both Parties.
- 4.20.2 During the post-Event walk-through, the Parties will mutually agree on any restoration, including repairing turf/fields and any damaged irrigation components.
- 4.20.3 COUNTY shall provide a written Restoration Letter based on discussions during the walk-through, which will include notes and photographs from both pre-Event and post-Event walk-throughs.
- 4.20.4 CONCESSIONAIRE shall return areas used by CONCESSIONAIRE to pre-Event condition, and in compliance with the Restoration Letter **to the satisfaction of COUNTY** as established during pre-Event walkthroughs(s) with COUNTY and CONCESSIONAIRE's representatives.
- 4.22 CONCESSIONAIRE shall promptly arrange and pay to have repairs made for any damage, arising out of CONCESSIONAIRE's operation hereunder, in order to return the Facility to its pre-Event condition as soon as possible within seven (7) days following the mandatory post-Event walk-through.
- 4.23 CONCESSIONAIRE shall be responsible for and promptly pay all taxes and assessments of any kind whatsoever assessed or levied for the use of the premises, including, but not limited to, a taxable possessory interest if one is created by this Permit. The payments of any such taxes, assessments, or charges shall not constitute cause for modification of fees payable by CONCESSIONAIRE to COUNTY pursuant to this Permit.
- 4.24 CONCESSIONAIRE shall be responsible for all setup and cleanup and shall engage to the fullest extent possible with recycling activities.
- 4.25 CONCESSIONAIRE shall provide trash dumpsters and recycle containers for the Event.
- 4.24.1 CONCESSIONAIRE shall provide four (4) forty- (40-) yard dumpsters, fifty (50) trash bins, and fifteen (15) labeled recycling bins, which will be placed throughout the Event area during the Event.

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- 4.24.2 CONCESSIONAIRE shall be responsible for the collection and disposal of all trash, litter, and recyclable materials created by CONCESSIONAIRE, its participants, employees, volunteers, and spectators during the Event.
- 4.24.3 CONCESSIONAIRE shall remove trash and recycling created by the CONCESSIONAIRE, its participants, employees, volunteers, and spectators from the Facility on June 8, 2022.
- 4.25 CONCESSIONAIRE shall be responsible for contracting, paying for, and maintaining chemical toilets as required by the California Plumbing Code 2016 Table 422.1 for A-5 Occupancy (outdoor activities) as confirmed by the Public Works, Facilities, & Parks Director or designee. CONCESSIONAIRE shall provide the following units:

Description	Quantity	Comments
Portable Water Closet (toilet) units	90	Must be usable by all genders
ADA-Accessible Water Closet	10	Must be usable by all genders
Handwashing Station	10	Must be usable by all genders
Vendor: United Site Services		
Delivery Date: May 31, 2022		
Removal Date: June 7, 2022		
CONCESSIONAIRE shall have all portable units serviced on August 20, 21, & 22, 2021		

All costs, including but not limited to, maintaining, servicing, and restocking of toilet paper, hand towels, soap, etc. associated with the chemical toilets and sinks shall be borne by CONCESSIONAIRE. Brick and mortar restrooms will be closed during the Event.

- 4.25.1 It is the responsibility of the CONCESSIONAIRE to provide grey water disposal facilities in food concession areas.
- 4.25.2 It is the responsibility of the CONCESSIONAIRE to provide portable hand washing facilities in food concession areas.
- 4.25.3 Any showers provided by CONCESSIONAIRE shall be self-contained. No water shall be disposed of on County property.
- 4.26 CONCESSIONAIRE shall be responsible for providing additional police protection or security, at CONCESSIONAIRE's expense, during the dates of the Event. CONCESSIONAIRE will be using the services of Vincente Security.
- 4.27 CONCESSIONAIRE shall be responsible for all security needs.
- 4.27.1 CONCESSIONAIRE staff security will be on-site for overnight security during Event setup and Event teardown.
- 4.27.2 CONCESSIONAIRE shall contract with one of the COUNTY's recommended agencies or the Monterey County Sheriff's Office for all security presence while alcohol is being served or sold during the Event.
- 4.28 CONCESSIONAIRE shall be responsible for providing parking and traffic plans and personnel as required for all parking and traffic control.

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- 4.29 CONCESSIONAIRE shall not allow entry or access to said Facility to anyone who is not a vendor, news media, staff, volunteer, participant, or a spectator associated with the Event.
- 4.30 CONCESSIONAIRE shall have the right to sample merchandise during the Event, including FitAid, and shall ensure all vendors comply with Monterey County Health Department requirements and obtain all required permits.
- 4.31 CONCESSIONAIRE shall have the following activities:

Climbing/Rock Wall	Pop Up Tents as described below
Amplified Music or Sound	Selling/Serving Alcohol
Additional Lighting – Three (3) 6000w light towers	Food will be offered to public
Electricity – Approximately twelve (12) generators ranging from 1000 w to 6000 w	Prepare, serve, and sell food and non-alcoholic beverages. CONCESSIONAIRE shall have the following food vendors: Bacon Mania Fonzie’s Tacos Jamba Juice Kids Fit Foundation
Stage – 2 Fee off ground If the stage will be higher than thirty (30) inches above the ground, an additional permit is required.	Vendor Booths – CONCESSIONAIRE may charge a fee for vendor booths – list of vendors to be submitted closer to date.
CONCESSIONAIRE shall charge admission to spectators	CONCESSIONAIRE shall charge a participant fee.
Medical Services shall be provided by Event Medics	CONCESSIONAIRE shall have the following sponsors: <ul style="list-style-type: none"> • Mike’s Hard Lemonade Seltzer • Athletic Brewing Company • Roo’s Locker House

*If the stage will be higher than thirty (30) inches above the ground; an additional permit is required.

- 4.32 CONCESSIONAIRE shall be allowed to sell merchandise on-site and must comply with the following:
 - 4.32.1 CONCESSIONAIRE is responsible for ensuring that all event vendors comply with the Monterey County Code and all Parks rules and regulations.
 - 4.32.2 CONCESSIONAIRE and their employees, volunteers, and all vendors engaged in the operation of concessions where goods to eat or drink are sold shall wear suitable clothing, and said garments are to always be kept clean, neat, and easily identifiable.
 - 4.32.3 CONCESSIONAIRE and all vendors selling, dispensing, or distributing food, beverages, and other articles intended for human consumption shall, at all times, maintain pure, clean, adequate, and wholesome stocks which must be

kept from all contamination and handled, stored, and served according to the standards established by the State Department of Public Health and Monterey County Health Department.

4.32.4 CONCESSIONAIRE and all vendors shall conduct their business in a quiet and orderly manner; shall deposit all rubbish, slop, garbage, tin cans, paper, etc., in receptacles provided by CONCESSIONAIRE within said concession plot for such purpose; and shall keep the area within and surrounding said concession plot free from all rubbish and debris. CONCESSIONAIRE and all vendors shall recycle to the greatest extent possible.

4.32.5 CONCESSIONAIRE and all vendors shall post, in a conspicuous manner at the front entrance to its concession, a sign showing the prices to be charged for all articles offered for sale to the public under this Permit.

4.33 CONCESSIONAIRE shall provide and use the following equipment for setup, Event days, and teardown of their racecourse and obstacles:

Four (4) 4WD 3/4-ton Pickup Trucks Two (2) 4WD SUVs	Ten (10) - UTV's
Two (2) Skid Steers	One (1) Telehandler
Stake Body Truck	Deck-over Trailer
One (1) Excavator (limited use to dig obstacles only-typically operated by venue)	One (1) Flatbed Truck

Adherence to Section 4.18 regarding protective measures for turf and field during setup and teardown will be strictly enforced.

4.34 CONCESSIONAIRE shall not engage in or have fundraising activities during the Event.

4.35 CONCESSIONAIRE shall be responsible for submitting electronic copy of Event signage a **minimum of (7) seven days before** Event for COUNTY approval.

4.36 CONCESSIONAIRE shall have amplified music or sound **only during the 7:00 a.m. - 9:00 p.m. time period.**

4.36.1 CONCESSIONAIRE shall use twenty-four (24) public announcement (PA) speakers, a mixing board, and microphone.

4.36.2 CONCESSIONAIRE shall position all speakers in the opposite direction of the neighboring residential homes to keep the amplified music or sound from disturbing neighboring residents. All amplified music or sound must meet the COUNTY Park sound level limits of County Ordinance No. 2753. Noise levels shall not exceed 50 dBa at fifty (50) feet utilizing an "A" weighted network including group area PA systems, live music bands, as well as individual automobile stereo systems.

4.37 CONCESSIONAIRE shall abide by COUNTY quiet hours extending from 9:00 p.m. - 7:00 a.m. Any and all use of amplified sound must be directed away from local residential areas. CONCESSIONAIRE must fully comply with Monterey County Code Chapter 10.60 - Noise Control.

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- 4.38 CONCESSIONAIRE shall be responsible for all equipment used at the Event and shall be allowed to set up no more than the number of tents identified below.

10'x10' – Fifteen (15)	20'x40' – Two (2)
10'x20' - Twenty (20)	40'x60' – One (1) or
20'x20' – Twelve (12)	40'x80' – One (1) (TBD) Tent to be rented from LP Tent Inc.

- 4.38.1 In the event of rain, CONCESSIONAIRE shall be allowed to erect additional 10'x10' tents or temporary membrane structures to cover the area being used for the Event.
- 4.38.2 If the tents or temporary membrane structures exceed four hundred (400) square feet and canopies exceed four hundred (400) square feet, CONCESSIONAIRE shall obtain any required permits from Monterey County, Housing and Community Services Development and from Monterey County Regional Fire Department prior to Event. CONCESSIONAIRE is solely responsible for obtaining and paying for all permits.
- 4.39 CONCESSIONAIRE shall be present at the Facility for any delivery or pickup of equipment.
- 4.40 CONCESSIONAIRE shall maintain supervision of all equipment during the setup of the Event and during the Event.
- 4.41 CONCESSIONAIRE shall provide a Course Marshal and post signage at each crossing during Event. CONCESSIONAIRE shall be responsible for removing posted signage **no later than 8:00 p.m. on the last day of the Event.**
- 4.42 CONCESSIONAIRE shall return all on-site picnic tables, if moved for the Event, to their original locations after the Event.
- 4.43 It is mutually agreed that this Permit and the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of COUNTY.
- 4.44 CONCESSIONAIRE shall have the right to film, photograph, and broadcast the Event at the Facility.
- 4.44.1 CONCESSIONAIRE shall have the right to use such photographs in advertising and publication of the Event.
- 4.44.2 CONCESSIONAIRE shall not use a drone to obtain film, photographs, or broadcast of the Event.
- 4.44.3 CONCESSIONAIRE shall provide copies of video and photographs of the Event upon COUNTY request.
- 4.45 CONCESSIONAIRE shall provide COUNTY with the Event flyer to post on COUNTY Parks website no later than thirty (30) days prior to Event.

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4.46 CONCESSIONAIRE and COUNTY acknowledge that CONCESSIONAIRE shall award monetary prize(s) to winners and runners-up during the Event.

B. COUNTY

4.47 COUNTY shall post Event information on the COUNTY Parks website. CONCESSIONAIRE hereby grants a limited, non-transferable, non-sublicensable license to use Spartan Marks for promotion of the Event.

4.48 COUNTY will invoice CONCESSIONAIRE for any damages not repaired, removal of CONCESSIONAIRE property and any cleanup performed by COUNTY as a result of CONCESSIONAIRE leaving Facility in an unsatisfactory condition. Payment of invoice in full is due within thirty (30) days of date of invoice.

5.0 INDEMNIFICATION

5.1 CONCESSIONAIRE shall indemnify, defend, and hold harmless the County, its 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 attorney fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Permit, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONCESSIONAIRE's performance of this Permit, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County (or its employees, agents or contractors). "CONCESSIONAIRE's performance" includes CONCESSIONAIRE's action or inaction and the action or inaction of CONCESSIONAIRES's officers, employees, volunteers, agents, and subcontractors.

5.2 CONCESSIONAIRE shall obtain a signed waiver of liability which includes language similar to the following paragraph from all Event participants, indemnifying and holding harmless the COUNTY, its officers, employees, agents, or contractors:

I, Attendee, realize and acknowledge that this is an event, generally described as _____ (the "Event"). I realize that this Event could be vigorous and hazardous and possibly dangerous to life and limb. I realize and understand that injuries to myself could occur. With full knowledge of the above facts and warnings, I agree to participate in the Event and assume all risks in and related to that participation. I do hereby for myself, my heirs, assigns, executors, and administrators, release and forever discharge the County, and any and all of its respective employees, officers, members, representatives, and successors and assigns from any and all claims and causes of action by reason of any injury or injuries of whatever nature which have or may be sustained, or which have or may occur to myself during the Event.

6.0 INSURANCE AND EVIDENCE OF COVERAGE

6.1 Evidence of Coverage: Prior to commencement of this Permit, CONCESSIONAIRE shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, CONCESSIONAIRE, upon request, shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to COUNTY, unless otherwise directed. CONCESSIONAIRE shall not proceed with performance under this Permit, and COUNTY shall have no liability, until CONCESSIONAIRE has obtained all insurance required and such insurance documentation has been provided to and approved by COUNTY. This approval of insurance shall neither relieve nor decrease the liability of CONCESSIONAIRE. Acceptance or approval of insurance shall in no way modify or change the Indemnity and Hold Harmless clauses in this Permit, which shall continue in full force and effect. Failure by CONCESSIONAIRE to maintain such insurance is a default of this Permit, which entitles COUNTY, at its sole discretion, to terminate this Permit immediately.

- 6.2 Qualifying Insurers: All insurance required by this Permit shall be with a company acceptable to COUNTY and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by COUNTY.
- 6.3 Insurance Coverage Requirements: Without limiting CONCESSIONAIRE's duty to indemnify, CONCESSIONAIRE shall maintain in effect throughout the term of this Permit a policy or policies of insurance with the minimum limits of liability as listed in this section.
- 6.3.1 **Commercial General Liability** Insurance on a current standard occurrence policy form, with coverage for bodily injury (including death), property damage, personal and advertising injury, and contractual liability, in an amount not less than \$25,000,000 per occurrence and \$25,000,000 in the aggregate, of which insurance required in excess of \$1,000,000 may be covered by a so-called "umbrella" or "excess coverage" policy;
- 6.3.2 **Business Automobile Liability Insurance** covering all owned and non-owned vehicles to be used by it (or which it allows the other party to use), affording protection for bodily injury (including death) and property damage in the form of combined single limit per accident for bodily injury and property damage in an amount not less than \$25,000,000 per accident, of which insurance required in excess of \$1,000,000 may be covered by so-called "umbrella" or "excess coverage" policy;
- 6.3.3 **Workers' Compensation Insurance** covering all of its employees to the applicable statutory limit and Employers' Liability Insurance in an amount not less than \$1,000,000; and
- 6.3.4 **Liquor Liability Insurance**, (held by Concessionaire's third-party beverage vendor where applicable), in an amount not less than \$2,000,000 per occurrence.
- 6.3.5 Commercial general liability and automobile liability policies required by this Permit shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONCESSIONAIRE's work, including ongoing and completed operations, and shall further provide an endorsement stating that such insurance is primary insurance to any insurance or self-insurance maintained by COUNTY and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by CONCESSIONAIRE's insurance.

- 6.4 Other Insurance Requirements: Unless otherwise specified by this Permit, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three (3) years following the date CONCESSIONAIRE completes its performance of services under this Permit.

Each liability policy shall provide that COUNTY shall be given notice, in writing, at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONCESSIONAIRE and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Permit, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Prior to the execution of this Permit by COUNTY, CONCESSIONAIRE shall file certificates of insurance with COUNTY, showing that CONCESSIONAIRE has in effect the insurance required by this Permit. CONCESSIONAIRE shall file a new or amended certificate of insurance within five (5) calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Permit, which shall continue in full force and effect.

7.0 RELATIONSHIP

Neither party hereto is the agent of the other and neither party shall have the right to act for or on behalf of the other or bind the other in any manner whatsoever. Neither party shall be responsible for any debts, obligations, or expenses incurred by the other party, whether or not in connection with the event contemplated hereby in the absence of written approval thereof in advance. CONCESSIONAIRE shall clearly establish at all times during the Event that COUNTY is merely permitting the use of the subject premises in accordance with the terms hereof and that COUNTY is not a co-partner or otherwise liable or obligated for any cost, expenses, or CONCESSIONAIRE's conduct of same. COUNTY makes no representation or warranty with respect to the suitability of Facility for CONCESSIONAIRE activities conducted hereunder.

8.0 RULES AND REGULATIONS

- 8.1 All Rules and Regulations set forth in **Exhibit D**, are hereby made a part of this Permit, and CONCESSIONAIRE agrees that it has read this Permit and said Rules and Regulations and understands that they shall apply, unless amended by mutual consent, in writing, by the Parties hereto.
- 8.2 In the event CONCESSIONAIRE fails to comply in any respect with the terms of this Permit and the Rules and Regulations incorporated herein, all payments for this Facility shall be deemed earned and nonrefundable by COUNTY, and COUNTY shall have the right to terminate this Permit and reenter and use the Facility in any manner deemed in the best interests of COUNTY.

9.0 MISCELLANEOUS PROVISIONS

- 9.1 Notices to the Parties of this Permit shall be to the Parties and their Permit representatives indicated in the signature section below.

Spartan Race, Inc.**Permit No. 2022-005**

- 9.2 This Permit is not binding upon COUNTY until it has been approved by the Board of Supervisors and duly accepted and signed by its authorized representative.
- 9.3 If the Event is cancelled, CONCESSIONAIRE is responsible for all refunds that may apply and will hold COUNTY harmless as to any claims by anyone who has a refund of such prepayment for admission, participation in the Event, or any other payment.
- 9.4 CONCESSIONAIRE agrees that any authorized representative of COUNTY shall have access to said premises at all times.
- 9.5 CONCESSIONAIRE must furnish tables and chairs for the Event. Only on-site picnic tables will be furnished by COUNTY. All picnic tables, if moved for the Event, must be returned to their original locations after the Event.
- 9.6 It is mutually understood and agreed that no alteration or variation of the terms of this Permit 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.
- 9.7 No part of this Permit or performance under it may be subcontracted or assigned to another entity or party without the express prior written approval of the other party; such consent may be withheld whether for reasonable or unreasonable cause at the sole discretion of that party.
- 9.8 In the event of any conflict or inconsistency between the provisions of this Permit and the provisions of any exhibit or other attachment to this Permit, the provisions of this Permit shall prevail and control.
- 9.9 CONCESSIONAIRE acknowledges that it has been advised by COUNTY that the conditions which CONCESSIONAIRE is authorized to use the Facility in accordance with this Permit has not been represented as being fit for CONCESSIONAIRE's intended use or for any particular use. CONCESSIONAIRE acknowledges that it has been advised to inspect the condition, facilities, and other areas CONCESSIONAIRE is permitted to use hereunder prior to the issuance of this Permit, and/or prior to CONCESSIONAIRE's actual use from time to time. Based upon CONCESSIONAIRE's personal inspection or upon CONCESSIONAIRE's right to inspect, CONCESSIONAIRE further acknowledges that the conditions, facilities, and other areas are safe and adequate for CONCESSIONAIRE's intended use. CONCESSIONAIRE shall be responsible for all equipment and for adequate safeguards for the protection of CONCESSIONAIRE and others.
- 9.10 COUNTY and CONCESSIONAIRE shall be relieved of their obligation to the other if unable to perform the terms and conditions of this Permit 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. In the event a force majeure event occurs, CONCESSIONAIRE shall refund all fees paid except the Nonrefundable Application Fee and Processing Fee as noted in Section 3.1.

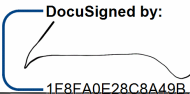
Spartan Race, Inc.

Permit No. 2022-005

IN WITNESS WHEREOF, the Parties hereto have executed this Permit, which shall be effective as of the last date opposite the respective signatures below.

SPARTAN RACE, INC.*

COUNTY OF MONTEREY

By: 
Signature of Chair, President,
Or Vice President)

By: _____
Randell Ishii, MS, PE, PTOE, Director
Department of Public Works, Facilities, & Parks

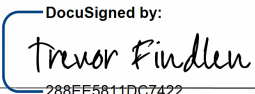
Its: Jeffrey Connor, Chief Operating Officer
Print Name and Title

Address: _____
Public Works, Facilities, & Parks
Address: 1441 Schilling Place, 2nd Fl., So. Bldg.
Salinas CA 93901

Address: 234 Congress Street
Boston, MA 02110-2429

Date: 4/29/2022

Date: _____

By: 
(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)

**Approved as to form
Office of the County Counsel
Leslie J. Girard, County Counsel**

Its: Trevor Findlen, General Counsel and Secretary
Print Name and Title

By: 
Kristi Markey
Deputy County Counsel

Date: 4/28/2022

Date: 5/2/2022 | 3:26 PM PDT

Approved as to Fiscal Provisions:

By: _____
Auditor/Controller

Date: _____

**Approved as to Indemnity and Insurance Provisions
Office of the County Counsel-Risk Management
Leslie J. Girard, County Counsel-Risk Manager**

By: _____
Signature

Print Name and Title

Date: _____

Spartan Race, Inc.

Permit No. 2022-005

***SIGNATURE INSTRUCTIONS:**

If CONTRACTOR is a **corporation**, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313.

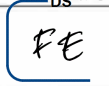
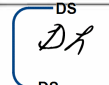

If CONTRACTOR is a **Limited Liability Corporation (L.L.C)**, the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers.

If CONTRACTOR is a **partnership**, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Permit on behalf of the partnership.

If CONTRACTOR is **contracting in an individual capacity**, the individual shall set forth the name of the business, if any, and shall personally sign the Permit or Amendment to said Permit.

The following attached exhibits are incorporated herein by reference and constitute a part of this Permit:

- Exhibit A-1 Facility Use Application
- Exhibit A-2 Special Event Questionnaire
- Exhibit B-1 Site Plan
- Exhibit B-2 Medical Plan
- Exhibit B-3 Incident Action Plan
- Exhibit C-1 Maps – Message Board Placement
- Exhibit C-2 Maps – Monterey Festival
- Exhibit C-3 Maps – Monterey Course
- Exhibit D Rules and Regulations Governing Special Events
- Exhibit E Special Provisions
- Exhibit F Prohibited Areas

APPROVALS	Initials	Date
Permit Center		5/2/2022 1:07 PM PDT
Insurance Review		5/2/2022 1:16 PM PDT
Park Administration		5/2/2022 2:23 PM PDT

Spartan Race, Inc.

Permit No. 2022-005

**EXHIBIT A-1
FACILITY USE APPLICATION**



County of Monterey - Parks Facility Use Application

Application Date: 2/7/2022

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: Toro Park
- b. Park Area(s): See attached event plan as reference
- c. Set Up Date(s): May 25, 2022 - June 3, 2022
- d. Setup Time(s): 7 am - 7 pm
- e. Event Date(s): June 3 (4-6 pm, festival only) June 4-5, 2022
- f. Event Time(s): 5 am - 10 pm
- g. Cleanup Date(s): June 6-8, 2022
- h. Cleanup Time(s): 7 am - 7 pm
- i. Event: Spartan Race, see event description

2. APPLICANT ORGANIZATION

- a. Applicant Spartan Race, Inc.
- b. Applicant Type
 Private/Commercial
 Non-Profit (# _____)
 Government Agency
- c. Address: 234 Congress St.
Boston, MA 02110
- d. Event Contact Name: Tyler Gobin
- e. Phone Number: 406.697.0728
- f. Email Address: tylerg@spartan.com

3. EVENT DESCRIPTION

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

See full event description attached

b. Special Requests or Accommodations:

See full event description attached

c. Total Attendance (including staff, spectators, participants): June 4 ~ 4,000. June 5 ~ 3,500

Minimum Attendance: 4,000 Maximum Attendance: 8,000

Method of limiting attendance to the maximum number of persons permitted by the County of Monterey: Limited inventory available for sale

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

e. Applicant will have not less than 50 employees and 500 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 X No

If yes, list the beneficiaries: N/A

4. VENDORS AND EQUIPMENT

a. Event will have amplified Music or Sound? X Yes ___ No

If yes, describe: See full event description

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

Spartan Staff

b. Is Electricity required for event? X Yes ___ No

If yes, describe: Roughly 12 generators ranging from 1000W to 6000W

c. Will additional lighting be required? X Yes ___ No

If yes, describe: Roughly (3) 6000W light towers

- 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):

See full event description

- 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: Final list of vendors TBD

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

If yes, describe: (indicate size and quantity of equipment) 10x10s = 15 owned

10x20s = 20 owned / 20x20s = 12 owned

20x40s = 2 owned / 40x80 or 40x60 (TBD on exact size) = 1 rented

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

Owned = LP Tent Inc.

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

If yes, please list vendors selling and/or serving alcohol: Exact vendors TBD

Exact vendors TBD

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.

See attached event description

- b. List of applicants proposed fees/ charges:

Admission/ Entrance Ticket: \$20 spectator fee

Vendor Space: TBD

Participation: ~ \$85

Other: Kids race ~ \$25

c. Estimate of gross receipts: \$1 million

d. Estimate net profit: \$550,000

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

Full list of sponsors/vendors will be submitted closer to event dates.

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):

Merchandise tent selling Spartan branded apparel. Full list of vendors to be submitted closer to event dates.

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

See attached event description

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: United Site Services

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

Date of placement: May 31, 2022

Date of removal: June 7, 2022

Date(s) of service: June 4,5,6, 2022

Portable Toilet Units: Est ~ 90

ADA Accessible Portable Toilet Units: 10

Handwashing Stations: 10

Drinking Fountains: N/A

Other: N/A

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

Four 40 yd dumpsters placed throughout the festival area. Spartan staff hired staff are responsible for trash collection for the duration of the event. Dumpsters will be picked up by June 8, 2022.

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

Event Medics (Medical Supervisor and First Responders). Full IAP and mbulance service info to be submitted at a later date.

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

for alcohol control. See attached description.

- 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:

See attached event description

- 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: Spartan Staff traversing around property in UTV and trucks during event set up and tear down.

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

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 2nd 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:

	Jeffrey Connor	2/7/2022	
Signature	Print Name	Date	
234 Congress Street	Boston	MA	02110
Address	City	State	Zip
406.697.0728	tylerg@spartan.com		
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 _____

Spartan Race, Inc.

Permit No. 2022-005

**EXHIBIT A-2
SPECIAL EVENT QUESTIONNAIRE**

MONTEREY COUNTY RESOURCE MANAGEMENT AGENCY

Carl P. Holm, AICP, Director



LAND USE & COMMUNITY DEVELOPMENT | PUBLIC WORKS & FACILITIES | PARKS
1441 Schilling Place, South 2nd Floor (831)755-4800
Salinas, California 93901-4527 www.co.monterey.ca.us/rma

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 RMA 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 Permit Coordinator Freda Escobar at Escobar@co.monterey.ca.us or mail it to Monterey County Resource Management Agency ATTN: Freda Escobar, 1441 Schilling Place, South 2nd Floor, Salinas, California 93901 or fax it to (831) 757-9516.

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: Tyler Gobin, Real Estate Manager		
Company or Organization: Spartan Race, Inc.		
Telephone: 406-697-0728	Email: tylerg@spartan.com	
Mailing Address: 234 Congress St, 5th Floor		
City: Boston	State: MA	Zip: 0221

Name of Event: Monterey Spartan Super 10k and Sprint 5k Weekend
Event Location: TORO PARK, 501 HWY 68, SALINAS, CA 93908 USA
Assessor's Parcel Number: 161011009000, 161011071000, 415011006000, 415011002000, 415011003000, 415011008000,

Date(s) of Event	From: June 4, 2022	To: June 5, 2022
Setup Date: May 25 - June 3	Time: 7:00 am - 7:00 pm	Day of Week: Mon - Sun
Event Starts: June 4, 2022	Time: 5:00 am - 10:00 pm	Day of Week: Saturday
Event Ends: June 5, 2022	Time: 5:00 am - 9:00 pm	Day of Week: Sunday
Teardown Date: June 6-8	Time: 7:00 am - 7:00 pm	Day of Week: Mon - Wed

MONTEREY COUNTY RESOURCE MANAGEMENT AGENCY

Carl P. Holm, AICP, Director



LAND USE & COMMUNITY DEVELOPMENT | PUBLIC WORKS & FACILITIES | PARKS
 1441 Schilling Place, South 2nd Floor (831)755-4800
 Salinas, California 93901-4527 www.co.monterey.ca.us/rma

SPECIAL EVENT INFORMATION QUESTIONNAIRE

Total Attendance (including staff, spectators, participants): 7,500			
Minimum Attendance: 4,000		Maximum Attendance: 8,000 9,000 as of 4/8/2022	
Day 1	Day 2	Day 3	Day 4
June 4 ~ 4,000 5,000 as of 4/8/2022	June 5 ~ 3,500 4,500 as of 4/8/2022	NA	NA
YES	NO	EVENT SCREENING QUESTIONNAIRE	
Please answer every question			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this an annual event? If so, how many years? <u>6</u>	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Are admission, entry or participant fees required?	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is the Organization a commercial entity?	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is the Organization a tax exempt or nonprofit entity?	
YES	NO	Do you expect any of the following actions or activities to occur?	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Road Closures: <input type="checkbox"/> County <input type="checkbox"/> State <input type="checkbox"/> Both	
If yes, list road names:			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Will Major traffic arteries be affected by your event (streets/highways/intersections)?	
If yes, please list road names:		Monterey-Salinas Hwy (Hwy 68)	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Will you have off-site parking?	
If yes, list where:		WeatherTech Raceway Laguna Seca	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Will you use traffic safety equipment?	
If yes, list type:		Digital Message Boards, cones, traffic signs	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Will banners or other directional or informational signage be used before, during and/or after your event?	

MONTEREY COUNTY RESOURCE MANAGEMENT AGENCY

Carl P. Holm, AICP, Director



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 1441 Schilling Place, South 2nd Floor (831)755-4800
 Salinas, California 93901-4527 www.co.monterey.ca.us/rma

SPECIAL EVENT INFORMATION QUESTIONNAIRE

YES	NO	EVENT SCREENING QUESTIONNAIRE				
		Please answer every question				
		If yes, list type of signs and location(s): Digital message boards will be positioned strategically along Monterey-Salinas Hwy in conjunction with cones and traffic signs.				
	<input checked="" type="checkbox"/>	Will your event require a street or sidewalk closure?				
<input checked="" type="checkbox"/>		Will alcohol be sold and/or served at your event? <input checked="" type="checkbox"/> Sold <input checked="" type="checkbox"/> Served				
		Will food and non-alcoholic beverages be prepared, served, or sold at the event? <input checked="" type="checkbox"/> Prepared <input checked="" type="checkbox"/> Served <input checked="" type="checkbox"/> Sold				
<input checked="" type="checkbox"/>		Will Food be offered to the public?				
		How many food vendors will be at your event?		Exact vendors TBD		
		How will food be prepared?	Gas	Electric	Charcoal	Other
<input checked="" type="checkbox"/>		Will water be provided?		<input checked="" type="checkbox"/> Bottled Water	Tap Water	Drinking Fountains
<input checked="" type="checkbox"/>		Will you have musical entertainment?				
		If yes, please describe: A central PA system will play music throughout the festival area.				
<input checked="" type="checkbox"/>		Will your event have amplified music or sound?				
		If yes, please describe: Several speakers will be placed throughout the festival area				
	<input checked="" type="checkbox"/>	Will your event have dancing? <input type="checkbox"/> Inside <input type="checkbox"/> Outside <input type="checkbox"/> Both				
<input checked="" type="checkbox"/>		Will your event have temporary structures?				
		If yes, what type and size? Multiple tents will be constructed throughout the festival from 10x10, 10x20, 20x20, and 20x40 tents. A large 40x100 will be constructed by third party.				

MONTEREY COUNTY RESOURCE MANAGEMENT AGENCY

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 Salinas, California 93901-4527 www.co.monterey.ca.us/rma

SPECIAL EVENT INFORMATION QUESTIONNAIRE

YES	NO	EVENT SCREENING QUESTIONNAIRE Please answer every question
		TBD on exact number of tents and sizes
	<input checked="" type="checkbox"/>	Will there be cooking inside any tents during your event?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Will there be any electrical, plumbing, or HVAC inside any tents during your event?
	<input checked="" type="checkbox"/>	Will your event have any bleachers?
		If yes, how many and height:
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Will your event have any stages?
		If yes, how many and height: One stage where the central PA system will originate. Will only be 2 feet off the ground.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Will your event have any other structures?
		If yes, describe: Multiple free standing obstacles spread throughout the venue.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Will any structure be elevated thirty (30) or more inches?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Will your event include any animal rides or petting zoo?
	<input checked="" type="checkbox"/>	Will the event include body art services- including tattoo, body piercing, branding or permanent cosmetics?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Will your event involve any film production at any time during the pre-event, event, or post-event phases?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Will all venues provide reasonable accommodations for the disabled?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Will your event have professional medical services provided? If yes, list company: <u>Event Medics</u>

MONTEREY COUNTY RESOURCE MANAGEMENT AGENCY

Carl P. Holm, AICP, Director



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SPECIAL EVENT INFORMATION QUESTIONNAIRE

YES	NO	EVENT SCREENING QUESTIONNAIRE	
Please answer every question			
<input checked="" type="checkbox"/>		Will insurance be provided for the event? If yes, list company: <u>Locton Companies</u>	
How will restrooms be provided?		<input checked="" type="checkbox"/> Portable Toilets	<input type="checkbox"/> Flush Toilets
How will you notify surrounding residents and/or businesses of the event?		Digital message boards, cones, and other traffic signs placed along Monterey-Salinas Hwy.	

Please describe the flow of patrons and vehicles (i.e., entrances, exits, traffic flow patterns)
 Traffic will be directed and flow to Laguna Seca for off-site parking. Shuttles will take attendees from parking to the event at Toro Park. Attendees will enter via registration.
 When leaving attendees will leave via exit and take shuttles back to Laguna Seca.

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.

A multiple distance obstacle course race that will start and finish in the Spartan festival area. The festival area will contain food, vendors, merchandise, toilets, and this is where attendees will enter and exit the event.

Name of preparer: Tyler Gobin

Date: 1/13/2022

Spartan Race, Inc.

Permit No. 2022-005

**EXHIBIT B-1
SITE PLAN**

SITE PLAN INCLUDES:

COMMUNICATIONS PLAN

PARKING AND TRAFFIC CONTROL PLAN & MAP

STAFF & ADA PARKING

SANITATION AND RECYCLING PLAN

SECURITY PLAN

DISCABLE ACCESS PLAN

ANIMAL CONTROL PLAN

REMEDICATION PLAN

CAMPING PLAN

VENDOR PLAN

SPARTAN RACE MONTEREY 2022 PLANS

I. Site Plan

Please refer to the 2021 Festival Map, OCR Course Map, and Trail Course Map for a resource for the general location of obstacles and usage of the trail system. The 2022 maps will be submitted closer to the 2022 event.

Basecamp

Spartan Race will occupy a portion of the grass just west of the main park office and the overflow parking lot #9. Basecamp areas will eventually contain seven 53' trailers and a 20x40 ft tent. This basecamp will serve as the headquarters for all construction, deconstruction, preparation, and shipping/receiving for Spartan Race. All equipment, tools, vehicles, and machines will be stored here every night and there will be a guard on duty every night from 7pm to 7am to watch these items. Both diesel and gasoline will be stored in drums in basecamp to keep all equipment and vehicles fueled up. Fuel will be delivered when they run out. All obstacle materials will be pre-fabricated at basecamp and then transported to their location for final assembly. One of the trailers in basecamp will serve as command center during the entire set-up/event/tear-down cycle.

Course

The Monterey Spartan Super course is approximately 10 km long with approximately 25 obstacles and will take place exclusively on Saturday, June 4, 2022. The Monterey Spartan Sprint course is approximately 5 km long with 20 obstacles and will take place exclusively on Sunday, June 5, 2022. The Monterey Spartan Trail Race will have 10 km, 21 km, and 50 km distance options and includes no obstacles and will also take place on Sunday, June 5, 2022. The route itself is mostly on unpaved, hilly terrain, and will utilize parts of the local trails systems including Ollason Trail, Bessie Canyon Trail, Gilson Gap Trail, the Youth Overnight Area, the Environmental Center, Toyon Ridge Trail, East Ridge Trail, Vista Mesa and the Wildcat Canyon Trail. The route follows only these established trails. The route is specifically designed to be steep, rocky, and exposed to the elements in order to make the route itself an obstacle. There will be no trail blazing.

Directions will be marked by a mixture of white chloroplast signs with red arrows, white 2-inch wide ribbon with red "SPARTAN RACE" lettering, and cones and grade stakes. Extra attention will be put to marking sharp turns, single track sections, and sections where the course passes next to itself with extra signage, tape and the occasional hard barrier. There will be 6 water stations on course equipped with tables, water, cups, garbage cans, garbage bags, 1 toilet each and volunteers to help pour, hand out water and keep area clean. The rest of the obstacles will be manned on race day by volunteers and staff to keep an eye out for medical emergencies and maintain the integrity of the race.

All obstacles contain either free standing, temporary structures or are dug into the ground. Of those dug into the ground, some are meant to pose a challenge themselves, others are meant to serve as a safety precaution for falls from a height of over 8 ft.

Obstacle materials, volunteers, water, and staff will be transported around course by 4-wheel-drive vehicles operated by Spartan Staff only during build week, race day, tear down, and load out. Spartan Race will also use heavy machinery to assist in digs or other large builds. We are expecting to have ten UTVs, two skid steers, one telehandler, one excavator, one flatbed truck, four 4WD ¾ ton pick-up trucks, and two 4WD SUVs. All machinery and vehicles will be operated by skilled and trained Spartan Race and Medical staff. Staff will be equipped with goggles, hard hats, safety vests, earplugs, DOT helmets, and gloves for their own personal protection. Only those with proper licenses and certification can operate each individual machine or vehicle. All staff will be held accountable for following all posted speed limits and going below 10 miles per hour on all unpaved mountain roads.

Festival

The Festival area will be located on the badger flats picnic meadow. All traffic into and out of festival will be funneled through the center of the badger flats area, flanked by parts of the course on both sides. Festival will contain a registration/check-in area, bag/coat check, merchandise booth, food, start line, finish line, complimentary refreshments, sponsor booths, a cold rinse/changing area, a kids race start and finish corral, a medical tent, and a stage.

The beer tent will be situated close to the trees for shade and close to the parking lot to allow easy access for the beer trailer. The beer-drinking zone will be closed in by barricade fencing with a single opening manned by a security guard who will check for 21+ wristbands or check IDs if no bracelets are found. There will be tables inside the beer garden for seating. The food tent will be stationed next to the picnic tables so that patrons can easily sit and eat their food. The food and beer tents will be stationed side-by-side because the same staff will operate both booths and so that those inside the beer garden can easily buy food without having to leave the fenced area.

Event Registration / Ticket Sales / Cash Collection

Registration and check in booths will be set up at the entrance to the festival. Tables and information will be available for those who need to sign waivers and find out their bib numbers, but most racers arrange this in advance. Most of the registration is done in advance of the event online. Although Spartan Race does same day race sign-up, this accounts for less than 1 percent of sign ups. In addition to same-day race registration, spectators and kids racers all accept same-day sign ups. Other areas that generate cash on race day include merchandise and food and beverage. Spartan Race will provide secure cash collection and storage during the event.

Access

Once inside the festival, all sides will be enclosed by fence. Any openings will be watched by security guards who will be checking for wristbands and bag check tags for anyone entering

festival. There will be a total of 4 access points. Spectators and racers who have either completed the race or are waiting their turn will be encouraged to leave festival and explore the course. All customers will receive a spectator map of the course and festival that will outline which areas are accessible for the best viewing and picture-taking.

Shuttles

A maximum of 20 buses will be in operation at peak hours to shuttle racers to and from the venue. The shuttle will run continuously from 5:00 am until 9:30 pm.

Medical

The main medical tent is situated on the north-east side of festival along the existing fence line that borders Ollason Rd. The purpose of this placement is to allow easy access for any rovers pulling patients off course and for easy access to ambulances that must stage on the road for quick exits in the case of critical transports. The particular placement near the southern most edge of the dry creek bed is due to a natural break in the fence line and because it is removed from festival to give patients some privacy while at the same time remaining visible should someone in festival suddenly need medical attention and need to find the medical tent easily. A medical incident action plan and supplemental information will be submitted with the special event medical plan. Please see attached IAP from 2021 event which will be almost identical to 2022.

II. Communications Plan

Coordination of Communications

Spartan Race is responsible for coordination of all communications with involved Public Safety agencies, County Communications and all normal site communications channels for Spartan Race. The Communications Director/ Race Director (TBD) may be contacted by calling TBD for the duration of the access period

During this event Sheriff Deputies will remain on Sheriff's primary frequency. The Spartan Race Communications Director will coordinate with County Communications Dispatchers via cellphone. Any requests for additional fire, ambulance or air ambulance response to an incident at the event will be coordinated with County Communications Fire Communication Dispatch via cellphone.

The Spartan Race Communications Center will be in full operation for the duration of the access period.

Staffing

There will be one main dispatcher (Monterey Spartan Race Director, see below for contact details) on duty for the entire duration of the event. The Communications Director / Race Director will be supported by the Build Director and Festival Manager who will communicate

with each zone of race operations. The course will be divided into 5 zones, managed by members of Spartan Race staff. Each zone will contain up to 8 stations manned by volunteers, each of which responsible for the safety and integrity of racers passing through their station. Main Festival will be divided into a minimum of 7 zones for each department (registration, bag check, merchandise, future race registration, F&B, cold rinse, volunteers). All of the communications staff and zone leaders have been with Spartan Race at least 1 year. Each member takes his or her dispatch responsibilities very seriously. Staffing levels will be maintained at a level of at least 3 dispatchers and 150 radio operators during the race day.

Facilities

The communications center during the entire event will be located at the office in Spartan's Basecamp adjacent to the maintenance yard. Frequencies will be available for all dispatchers.

Spartan Race Frequencies Utilized

Channel "One" - Repeater

Medical – course monitor (if on repeater during race day)

Course (if on repeater during race day)

Shuttle Bus (if on repeater during race day)

Parking (if on repeater during race day)

Channel "Two" - Repeater

Medical – dispatch and mobile rovers (if on repeater during race day)

Channel "Three" - Repeater

Medical – dispatch and mobile rovers (if on repeater during race day)

Channel "Four" - Repeater

Emergency weather response

Channel "Five" - Simplex

All staff other than race day

Festival

Registration

Shuttle Bus

Accounting

Security

Channel "Six" - Simplex

Parking (if on simplex during race day)

Channel "Seven" - Simplex

Kids Race

Course (if on simplex during race day)

Medical - course monitor (if on simplex during race day)

Channel "Eight" - Simplex

Medical – dispatch and mobile rovers (if on simplex during race day)

Radio Protocol

Primary Communications: Repeater Channels (Channel "One" to Channel "Four")

Secondary Communications: Simplex Channels (Channel "Five" to Channel "Eight") - Line-of-Site only. Use these channels Repeater Channels are not working (power is out or repeater is down)

Backup Communications: Call / text Race Director's (RD) cell phone: TBD

If Primary mode of communication fails, move to secondary mode. RD will move to repeater location to relay if secondary course communications are initiated.

Medical staff will monitor all repeater channels.

Security, parking attendants, and bus drivers will all operate on their own radio channels yet main dispatchers will carry one of Spartan Race's radios.

Outside Agency Frequencies Utilized

1. Monterey County Parks
2. AMR Ambulance Service
3. Salinas Rural Fire

Emergency Coordination

During this event, we will be in coordination with the following agencies:

1. Monterey County Parks
2. Monterey County Communications
3. Monterey County Sheriff
4. Salinas Rural Fire
5. AMR Ambulance Service – via Medical coordinators Amphibious Medics
6. California Highway Patrol
7. Del Rey Oaks Police Department

Major Emergency/Disaster

Spartan Race Bad Weather Protocol

Rain: Course and obstacles stay open, adjust as needed based on additional hazard or risk to volunteers/racers

Wind: Course and obstacles stay open, adjust as needed based on additional hazard or risk to volunteers/racers

Lightning: Per the discretion of the RD and the resources made available to him/her:

"Code Irene" will be announced if a threat exists (visible lightening and/or thunder)

- Volunteers should shut down all obstacles
- Volunteers should advise all racers that the course is temporarily closed due to lightning
- Racers are told to hold at obstacles and/or seek safety
- If racers continue then they are told it's at their own risk and unfair to other racers
- Wait 15 minutes since last observance of lightening before resuming back to normal operations
- No racers released from start line during this time
- Music in festival is turned down and festival participants are advised to be safe
- Zone leaders should advise their obstacle captains what to do
- If needed, all busses are brought back to main event site to load racers

"Emergency Course Clearing" announced if a significant threat exists (hurricane and/or tornado)

- All racers are directed in the fastest way possible off the course and, ideally, through the finish
- Volunteers are held on the course as the last people to come down
- Staff should help direct racers in the correct direction keeping in mind sometimes best way down is on MARKED course
- All buses are brought back to main event site to load racers

In the event of a major emergency/disaster, the Monterey County Park Emergency Response Plan will be activated and if necessary, the Incident Command System plan will be activated by the County Incident Commander and will stay in effect until the IC determines the incident to be over. During this emergency, the Spartan Race personnel may go into a support mode while the actual emergency communications traffic is being handled by the agencies involved.

Emergency Contact Numbers

Communications Center	TBD
Emergency Cals	TBD
Sheriffs Command Post	831-755-3822 or 831-444-2535
County Communications Sheriff Dispatcher	831-769-8895 or 911
County Communications Fire Comm	831-769-8899 or 911
County Communications Supervisor	831-796-1987

Agency Points of Contact

All outside agencies, Monterey County Sheriff, Salinas Rural Fire, AMR Ambulance Service, Monterey County Parks, Bureau of Land Management, and Del Rey Oaks Police will check in with the Race Director on the morning of the event by 06:30 AM if they are involved in this

event. They will provide points of contact and phone numbers for their agency representative. This will be posted in the Communications Center should the need arise to contact them.

Key Points of Contact

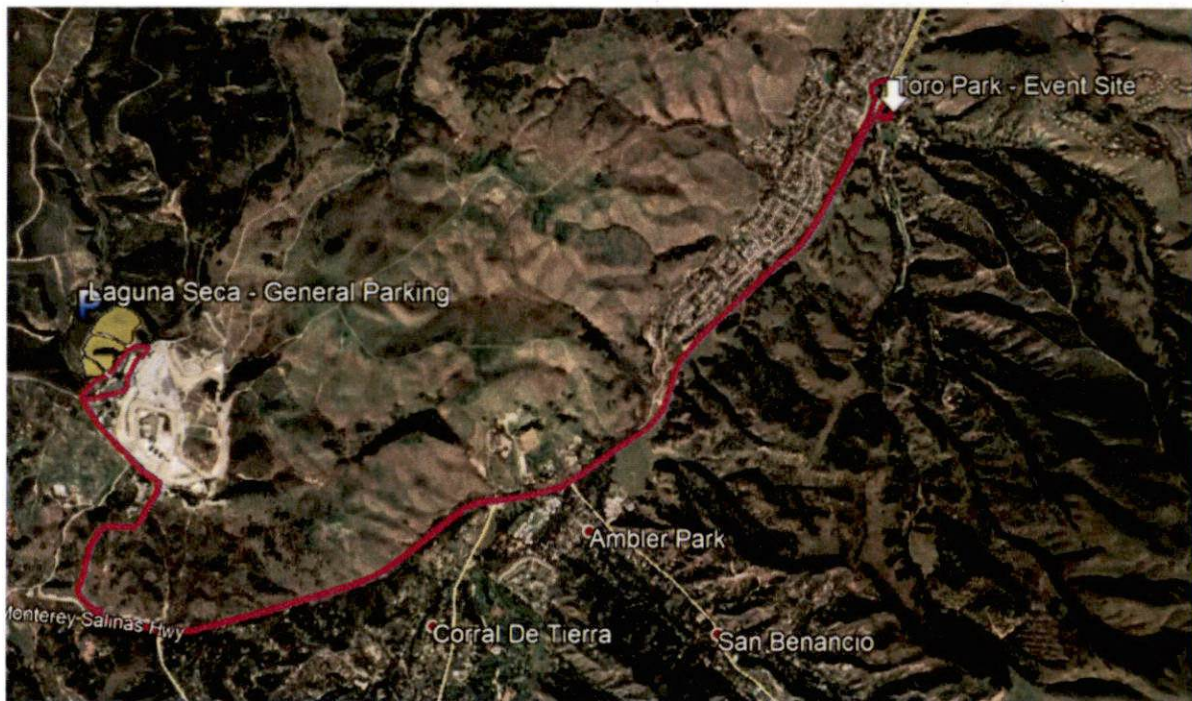
TBD, Race Director	Number: TBD
TBD, Construction Manager	Number: TBD
TBD Festival Manager	Number: TBD

III. Medical Plan

See “060422CA Monterey County Medical Plan,” and “Medical Plan Supplement.”

IV. Parking and Traffic Control Plan

On June 4 and 5, 2022, there will be approximately 4,000 people attending and working the Spartan Race on June 4 and 3,500 on June 5 at Toro Park in Monterey, CA. All attendees excluding staff, handicapped, and vendors will be directed via advance notice and digital road signs to park at Wolf Hill / Purple Parking at Laguna Seca Recreation Area. Spartan Race will arrange for the appropriate number of shuttles to run a continuous service between Laguna Seca and Toro Park - at peak hours, moving 1,000 people per hour.



Spartan Race will hire the appropriate number of parking attendants, police officers, and security personnel to keep traffic moving, check credentials, utilize parking spaces efficiently, and respond to emergencies or accidents. Finally, Spartan Race will supply all essential materials such as cones, light towers, toilets, tables, fencing, signage, digital road signs, trash bags, and dumpsters to ensure safety, comfort, clear direction, and cleanliness for all hired staff, rented space, and customers. This plan will commence at 5:00 am and will terminate at approximately 9:30 pm.

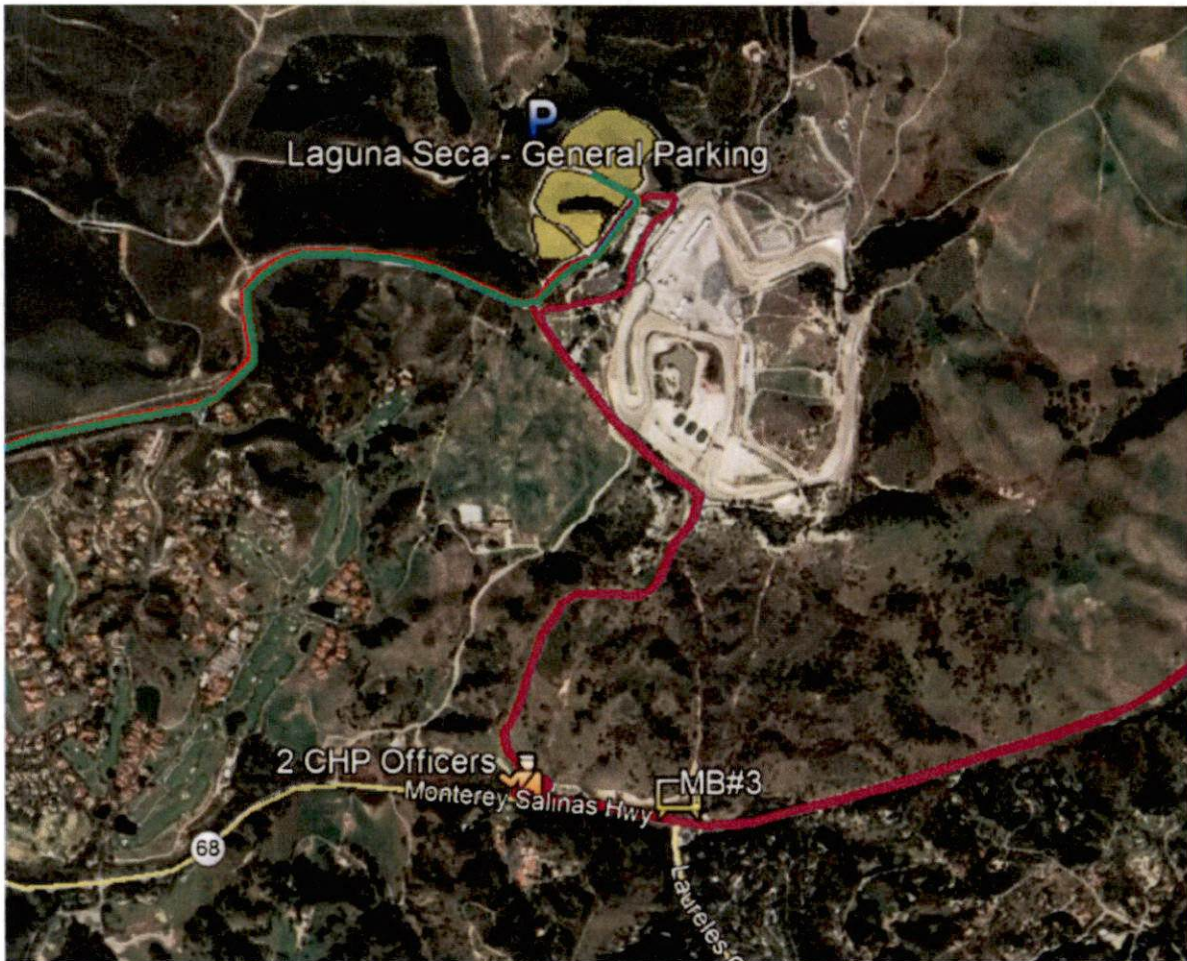
On Sunday (second race day) the plan will be identical to Saturday's plan in every way except for less attendees and it will finish at approximately 9:00 pm on Sunday.

PARKING INGRESS AND EGRESS PLAN

To prevent traffic back-ups on Highway 68 and to provide a gradual incline that would be safe for cars, Spartan Race has agreed to use South Boundary Rd. as the path for ingress and egress of cars to and from Wolf Hill at Laguna Seca. To access South Boundary Rd. from Highway 68, cars will be directed by digital road sign to turn North onto Canyon Del Rey Blvd. ¼ mile before the intersection on both the east and west bound sides of Highway 68. From there, they will turn right onto General Jim Moore Blvd. and then turn right onto South Boundary Rd. All cars will do the same in reverse in order to get back to Highway 68.



The shuttle buses will access Laguna Seca by turning on to A Road from Highway 68. All shuttle buses will exit this same way, taking A Road down and turning left to get back on to Highway 68 and bring passengers to Toro Park. There will be two California Highway Patrol Officers at this location to make sure buses have no trouble turning on to Highway 68 from A Road.



Spartan Race will coordinate with Del Rey Oaks Police Department who will arrange for one officer to open the gates on South Boundary Rd. at 4:00 am. That officer will remain on duty through the main portion of the day's traffic (expected to be 5:00 pm at the latest) to keep order, ensure back-ups do not affect major roads and respond to any emergencies. Spartan Race will work with Del Rey Oaks Police Department to make sure that all gates are locked once the last racer and bus has left Laguna Seca. Spartan Race will clear all equipment and materials within 2 days of the event.

TORO PARK TRAFFIC AND PARKING PLAN

To prevent back-ups on Highway 68, parking lot under-supply, and dangerous traffic near or through the race course, Spartan Race, in conjunction with Monterey County Parks, will close Toro Park to the public and only allow a small number of authorized vehicles through the gates of Toro Park. Those allowed passes will be handicapped customers with valid proof, staff, vendors, ambulances, emergency vehicles, park staff vehicles, and shuttles. All shuttles will be restricted to the first gravel lot on the east side of the toll gate. Inside the lot, shuttles will loop around to the southern side where they will drop off customers, then move 70 feet forward to pick up a new bus load of customers. Two bus captains will manage the on-and off-loading of each bus to ensure that every seat is being filled quickly and efficiently. All handicap,

staff, and vendor vehicles will be confined to the first paved lot on the north side of the road just after the toll gate.



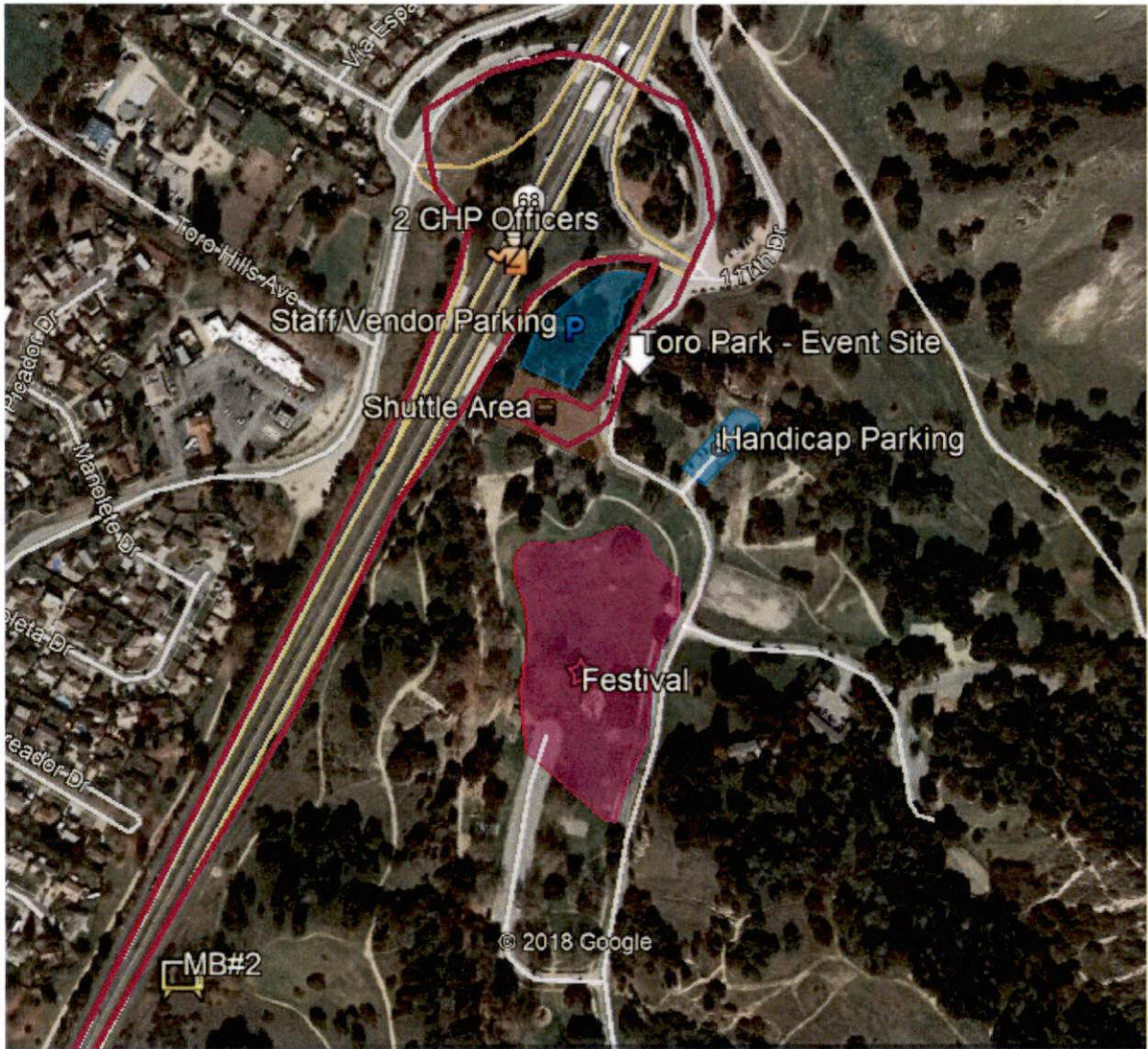
Cars will be directed NOT to park at Toro Park by both messages prior to the event and digital road signs staged ½ mile from the entrance to Toro Park on both the east and west bound sides of Highway 68. This will hopefully prevent the masses from trying to park at Tro Park. Just in case, Spartan Race will coordinate with California Highway Patrol to supply 2 officers from 6 am to 3 pm to monitor the fate and the road for illegally parked vehicles and those walking into Toro Park. They are authorized to help direct traffic if a long line forms of those trying to park their cars in or around Toro Park.



Spartan Race will stage two parking staff from 5:00 am to 2:00 pm to check passes of all vehicles entering the park and direct them to the proper lots. Those without passes will be turned away. Within the park, traffic will be limited to UTVs operated by medical and Spartan Race Operations, large pick-up trucks, and SUVs operated by Spartan staff that are shuttling various volunteers to their positions on course, ambulances on stand-by, or needing to transport someone off site, park staff vehicles, and vendors who need to resupply their booths during the day.

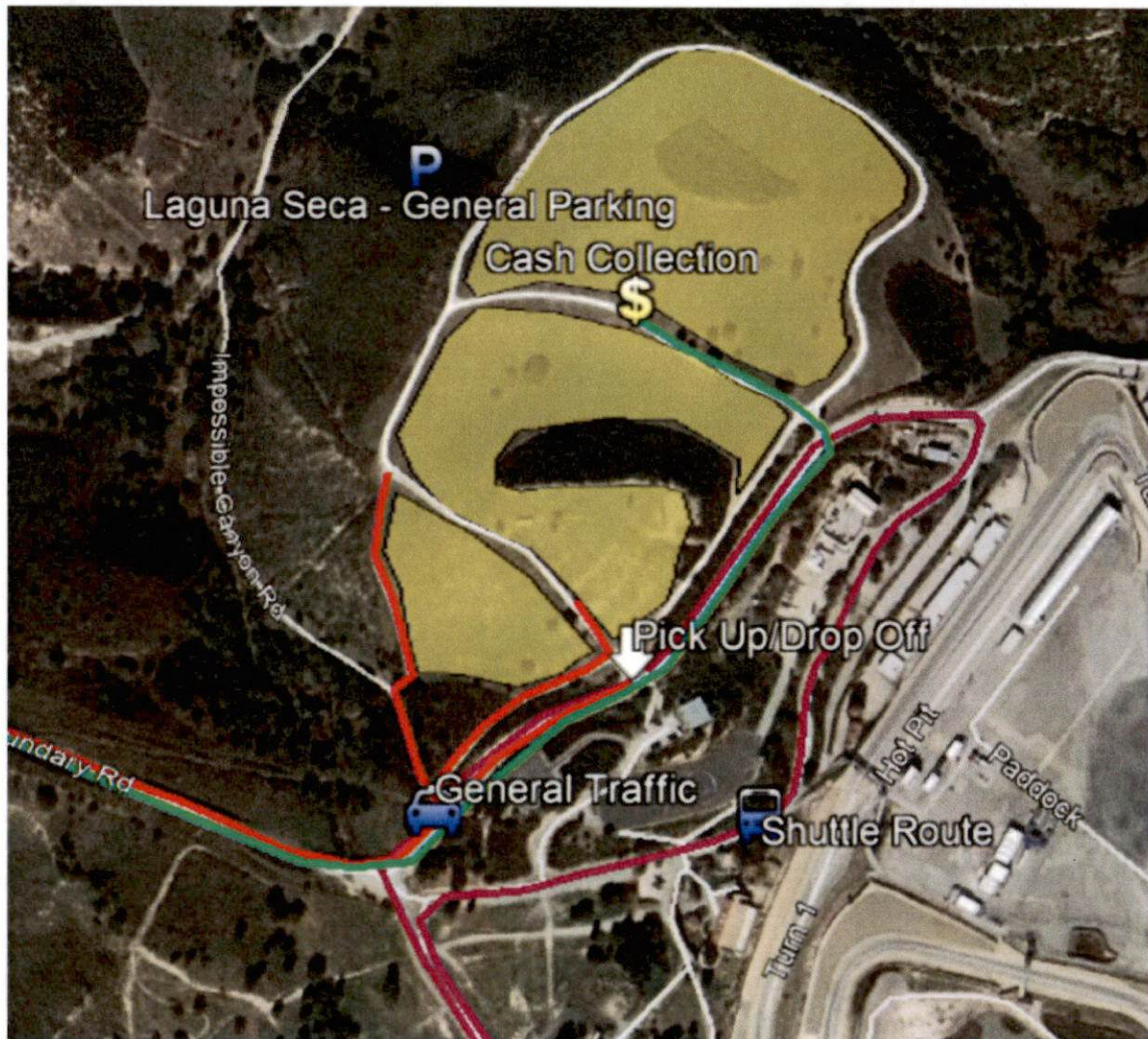
STAFF AND ADA PARKING PLAN 2021

All handicap vehicles will be confined to the first paved lot on the north side of the road just after the toll gate. All staff and vendors will park just North of the shuttle drop off in the area identified in the map below.

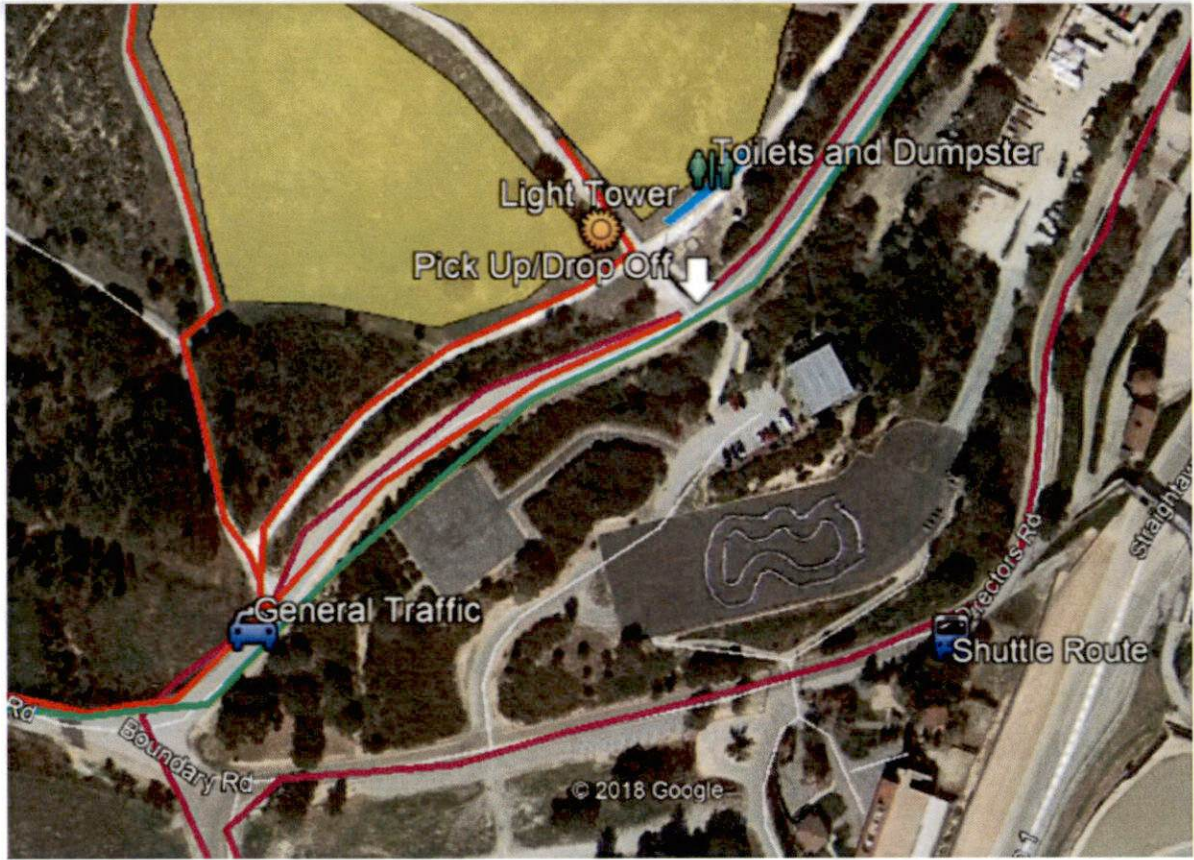


LAGUNA SECA PARKING PLAN

At the top of South Boundary Rd., cars looking to park will be flagged left on to Barloy Canyon Rd. Cars will be directed up to the Northern-most entrance to Wolf Hill where they will turn left into the lot. **There is no longer cash collection at our events.**



Once in the parking lot, a total of 9 attendants will direct cars to the south of the lot, closest to the exit and fill back towards the North as spots become occupied. The exit will be the Southern-most path where cars will merge back on Barloy Canyon Rd. (managed by flaggers) and then turn right on South Boundary Rd. to leave the Park. Shuttles will be provided free and are the only way for racers, spectators, and volunteers to get to Toro Park as security guards will ensure that Toro Park will be closed to anyone not coming in on a bus or driving in without a pass. Shuttles will use A Rd. to Highway 68 to travel between Toro Park and Laguna Seca. At Laguna Seca, shuttles will keep right at the split when they reach Directors Rd. and head towards Purple Parking. At the entrance path for cars, they will cross the turning cars (this will be managed by a flagger who will direct cars one at a time so that they never collide with a shuttle). Shuttles will stop just before the parking exit path and will drop off customers, then move 70 feet forward to pick up a new bus load of customers. 2 bus captains will manage the on- and off-loading of each bus to ensure that every seat is being filled quickly and efficiently.





After picking up and dropping off, shuttles will drive back to Highway 68 and turn on to A Road to pick up passengers from Laguna Seca. A total of 4 light towers, 1 sign, 1 dumpster, 20 regular toilets, 2 ADA toilets, 220 cones, 50 trash bags, 2 tables, and chloroplast signage will be provided by Spartan Race. Since the Main Entrance to Laguna Seca will be closed to cars, there will be a flagger and signage on both sides of Hwy 68 at the Main entrance to A Rd. and B Rd. of Laguna Seca to direct cars travelling Westbound and Eastbound to access Laguna Seca via Route 218 in Del Rey Oaks and only allow buses to use A Road.

V. Sanitation and Recycling Plan

Spartan Race will provide toilets, trash cans, dumpsters, and staff to keep the parking lots, festival, bus depot and course clean and well stocked. The festival area will be supplied with 90 regular porto potties (1 for every 110 racers expected in the festival area at peak hours), 11 ADA porto potties, 2 trash dumpsters, 1 single stream recycling dumpster for glass, metal, plastic, paper, or cardboard, 50 trash bins and 15 labeled recycling bins. Trash bins and recycling bins will be scattered throughout festival in key trash generation areas TBD. Trash / recycling bins and dumpsters will also be placed at the parking lot, in basecamp, and on course at each of the water stations (to collect used cups). Porto potties will be

equipped with hand sanitizer dispensers. Spartan sanitation staff will regularly empty trash and recycling bins, place new bags in bins, pick trash and recycling off the ground, and refill hand sanitizer and toilet paper in porto potties. Spartan Race will negotiate with Waste Management – Monterey (<http://www.wm.com>), but has not yet signed a contract with them.

VI. Security Plan

Spartan Race will hire private security guards for armed asset protection, festival presence and to keep the peace. During the race days, there will be 6-8 guards on duty from 6am until 10pm at various posts. All attendees will be required to pass through registration. Once past check-in all attendees must have a colored wristband indicating they signed the waiver which releases both Spartan Race and the venue from any liability regarding that person. Those found without a wristband will be escorted out of the festival and will not be allowed back until they receive said wristband. For the duration of the access period, there will be a minimum of 1 overnight guard watching Spartan Race equipment and assets at basecamp and festival for a minimum of 12 hours (7pm to 7am). Spartan Race will contract event management security through a professional company. There will be a total of 3 guards monitoring the entrance and exit points. Within the festival space there will be 2 guards observing and roaming. Additionally there will be 2 guards checking ID's and monitoring the beer tent. All guards will be aware of each other's location and able to provide additional attention if needed.

VII. Disabled Access Plan

Handicapped Parking will be available within Toro Park (at the Oak Grove lot) for those with a government-issued Disabled Person Parking Placard/Plate or Disabled Veteran License Plate. Access will also be granted to those who have received written permission from Spartan Race. The parking lot is a 300 ft walk to the entrance of the Main Festival at the Badger Flats picnic area. Once inside the festival, there will be 11 ADA toilets available at the major toilet corrals located in a central, flat, accessible location. All areas of festival and course will also be fully wheelchair accessible, except for those areas of course that steep single track. All customers will receive a spectator map of the course and festival that will outline which areas are accessible for the best viewing and picture-taking.

The main parking lot at Laguna Seca will also have 2 ADA toilets stationed near the line for the shuttle bus. The shuttle bus will be able to transport anyone with a disability as well as small children with strollers, but not those travelling by wheelchair or electric mobility aid. Those who cannot be transported by shuttle bus will be given a handicapped parking pass and directions to the designated lot at Toro Park.

VIII. Animal Control Plan

Spartan Race allows pets into its events. At the discretion of Security, Spartan and police, guests may be asked to remove their pets from the event area if they are deemed a nuisance or danger to the public or someone else's pet. At the event anyone found with a pet will be held solely responsible for their pet's actions.

IX. Remediation Plan

Restoration:

6/6/22 – All pits get pumped out and water discharged into a Toro Park approved area.

6/7/22 – Operator with tracked skid steer starts back filling all pits, trenches, holes and disturbed areas.

6/7/22 – Spartan Race Director meet with Toro Park manager to review all remediation plans

6/7/22 – All digs get graded and seeded where required by Toro Park. All equipment gets picked up.

X. Camping Plan

There will be no camping allowed onsite for this event.

XI. Vendor Plan

Spartan will have food and beverage services present in the festival for guests to enjoy. Sids Smokehouse will be providing food, beverage and beer service and will submit a TFF with our Event Organizer Application. They will serve out of a 20x20 tent that follows Health Department code and operate with a reefer truck, supplemental food truck and outdoor grills. They will submit their annual permit with the Event Organizer Application.

Lastly, Spartan will have upwards of 10-15 sponsors soliciting, selling and advertising their companies and products in the festival area. Each of these sponsors will operate out of its own 10x10 or 10x20 canopy tent.

Spartan Race, Inc.

Permit No. 2022-005

**EXHIBIT B-2
MEDICAL PLAN
MEDICAL PLAN SUPPLEMENT**

COUNTY OF MONTEREY SPECIAL EVENT MEDICAL PLAN - Large Events

Event Identification and contacts

Monterey Spartan Race Weekend

Name of Event

Type of Event: Obstacle Course Race

Description of Event: 10k running course over hilly terrain with 25 obstacles on Saturday. 5k running c
20 obstacles on Sunday. 50k, 21k, and 10k trail races with no obstacles on Sunday. 1-2 mile kids course on both Saturday
and Sunday. Festival area, start and finish will all be located in Badger Flats in Toro Park.

	Day 1	Day 2	Day 3	Day 4
Event Date(s)	6/4/2022	6/5/2022		
Start Time	5:00 am	5:00 am		
End Time	10:00 pm	9:00 pm		
Number of Participants	3200	2,900		
Number of Spectators	670	470		
Number of Staff	100 staff	100 staff		
Number of Vendor Staff	30 vendor staff	30 vendor staff		
Total Attendance	4,000	3,500		

Event Coordinator/Sponsor: Race Director - TBD Phone Number: RD: TBD

Event Contact Person: RD - TBD / Alt - Shawn Petr Phone Number: RD: TBD

E-mail: RD: TBD / shawn.petrilli@spartan.com Alternate Phone Number: Shawn - 774-265-5548

Address: 234 Congress Street, 4th Floor, Boston, MA 02110

Event Medical/First Aid Contact: Ian Starkey Phone Number: 800-684-0556

E-mail: ian@eventmedics.com Alternate Phone Number: 704-562-8850

Address: 901 N Broadway, N. Massapequa, NY 11758

Event On-site Medical Contact: Ian Starkey Phone Number: 800-684-0556

Alternate method of contact: ian@eventmedics.com

Name of person completing the plan: Tyler Gobin Title: Real Estate Manager

Special Event Medical Plan County of Monterey

Event history

List the types and frequency of reported medical/first aid incidents reported at this event in prior years:

A variety of injuries dependent on the weather, as well as participant numbers during the event day. Lacerations, abrasions, some cramping and sprains are predominate past injury types. Breaks, dislocations and heat related injuries have occurred.

List other types of medical/first aid incidents that have occurred at other similar events (if known): _____

Same as above

Anticipated injuries/illnesses that may occur for the participants: _____

Heat related injuries and dehydration, as well as lacerations, abrasions, sprains, dislocations, cramping, and fatigue

Anticipated injuries/illnesses that may occur for the spectators/vendors: _____

Heat related injuries and dehydration

Weather considerations

Describe likely, if any, impact the weather may have on the health of the participants and spectators: _____

High temperatures will impact both participants and spectators in the form of dehydration, cramping, and heat exhaustion.

Staffing and medical equipment/supplies

Fixed location first aid/medical station location/staffing/supplies

Participant

Location #1: Medical triage tent in main fesitval area STAFFED with 22 first aid attendants

Staffing: _____

Equipment/supplies: Gauze, bandages, ace wraps, water, eye flushes, antibiotic cream, backboard, c-collar head blocks, splints, ice

Location #2: _____

Staffing: _____

Equipment/supplies: _____

Spectator/Vendor

Location #1: _____

Staffing: _____

Equipment/supplies: _____

Location #2: _____

Staffing: _____

Equipment/supplies: _____

Special Event Medical Plan County of Monterey

Ambulance locations:

Participant	Day 1	Day 2	Day 3	Day 4
#1	Main medical tent	Main medical tent		
#2				
#3				
#4				
#5				
Spectator	Main medical tent	Main medical tent		
#1				
#2				
#3				

Other medical/first aid

Describe medical/first aid services not described above such as mobile first aid teams: _____

Please see detailed description in attached supplement

EMS Aircraft

Name of provider: N/A Contact person: _____

Phone #: _____ e-mail: _____

Available for participants only: Yes ___ No ___

Describe process to validate credentials for medical/first aid providers: All medical personnel will have at the very least current EMT-B and CPR/AED certification in the state where the event is held. All potential candidates go through an extensive vetting process and background check before being hired to work the Spartan Race event.

Describe how medical/first aid personnel will be identified: All medical personnel will be identified by wearing yellow shirts with a first aid cross and "First Aid" clearly labelled on the shirt.

Describe the medical communications system: Medical command will dispatch all calls on a channel dedicated to medical usage only. All rovers will have a radio, as well as the festival medics and the ambulance crews.

Sanctioning body requirements

Describe requirements of the sanctioning body: N/A

Medical response plan

Plan to identify the need for a medical response and process to get medical care for the patient: _____

Please see detailed description in attached supplement

Describe special considerations related to the event: Special materials will be purchased and prepared to treat multiple heat related injuries. The dispatcher and the rover personnel will accompany the event coordinator on a course tour to ensure they have planned access routes to all areas the event will involve.

Special Event Medical Plan County of Monterey

EMS system impact

Expected impact on 911 system: Please see detailed description in attached supplement

Potential impact on 911 system: In case of an MCI, 911 will be called. Toro Park being situated between Monterey and Salinas is easily accessible by EMS from either city. A 911 response should not affect the availability in either urban system.

Event reporting

After event report submission. A report outlining the medical/first aid incidents at the event is to be submitted to the EMS Agency within 30 days after the close of the event.

- Number of participant medical aid events.
- Number of spectator/vendor medical aid events.
- Types of medical aid events.
- Number of patients transported by ambulance.

Agreements and Signatures

Physician involvement with EMS personnel: All physicians involved with this event are to be familiar with Monterey County EMS policy Physician On Scene.

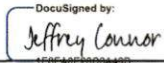
Paramedic scope of practice: Paramedics providing care at this event are to adhere to Monterey County EMS policies and protocols. Paramedics working at the event who are not working the event under a Monterey County ALS service provider are limited to providing EMT scope of practice.

EMS Agency staff access during the event: EMS Agency staff may perform an on-site evaluation of the event related to the Medical Plan. EMS Agency staff shall be provided access to the event for this purpose. Should a pass be required for this purpose, then two (2) passes are to be provided to the EMS Agency. Parking passes, if needed, are to be provided with the event access passes.

Medical aid assurance: This plan provides for emergency medical care for both spectators and participants of the event. The plan differentiates the types and resource distribution between spectators and participants. It is the sponsor's commitment that the event contractor/officials and medical care/first aid providers will redistribute the emergency medical resources to assure that medical aid will not be withheld from any spectator or participant as a result of this plan or any other agreement.

After event report: An after event report will be submitted to the EMS Agency as described above. The signatures below of the Event Coordinator and Medical/First Aid Coordinator indicate agreement with the requirements outlined above.

Signatures:


 Date 2/7/2022

 Event Coordinator or representative
 Jeffrey Connor, COO


 Date 1/28/2022

 Medical/First Aid Coordinator

Name of representative if different from the Event Coordinator

Special Event Medical Plan County of Monterey

Approvals

Date Plan received by EMS Agency: 4/12/2022 Plan returned for revisions: Yes No

Plan approved: Yes No

EMS Agency: 
Name: Kimberley Hernandez

Date: 4/14/2022
Title: EMS Analyst

Date Plan returned to Parks Dept: 4/14/2022

Other approval:

Agency Name

Approved: Yes
 No

Signature: _____

Date: _____

Agency Name

Approved: Yes
 No

Signature: _____

Date: _____

Race Director Contact Info per Shawn Petrilli:
Josue Stephens 805-268-1185
josue.stephens@spartan.com

COUNTY OF MONTEREY SPECIAL EVENT MEDICAL PLAN

Other medical/first aid Describe medical/first aid services not described above such as mobile first aid teams:

Event medics will provide four medical rovers spread throughout the course to transport minor injury patients and tired racers to the main medical tent. They will act as First Aid attendants and normally be the first medical contact for all minor injuries.

Monterey County Regional Fire should be providing two Paramedics, two EMT's, one ALS ATV's, and one ALS unit as primary responder, treatment provider and transport off course for major injuries and as assistants in treating and transporting minor injuries as needed as they did in previous years.

American Medical Response will provide two standby ALS units stationed at the main medical tent in the festival area to provide advanced medical treatment in the medical tent or transports to nearby hospitals as needed. All three parties will be coordinated by David Gonzales of Event Medics except in MCI, natural disaster, or advanced injury situation in which the highest-authority, highest-level certified provider on site will assume command.

All parties will convene at Toro Park for a course run through and communications debrief on Friday, June 3rd between 12:00 pm and 4:00 pm and will be on site providing medical coverage on Saturday, June 4th from 6:00 am until 10:00 pm and Sunday June 5th from 6:00 am until 9:00 pm

Plan to identify the need for a medical response and process to get medical care for the patient:

_____ Once an injury has been identified, rovers and/or festival medic will be dispatched to respond to location. The severity of the injury reported will determine which level of responder is sent by the coordinator. If the patient is A+Ox4 and refuses treatment and chooses to continue, the responders will treat on location and release. If first response treatment is not enough and the patient requires/accepts further treatment, the patient will be brought back to the main medical tent by UTV and further assessment and treatment will be made. If a higher level of care is needed then ALS will transport the patient to the hospital for further care.

Expected impact on 911 system:

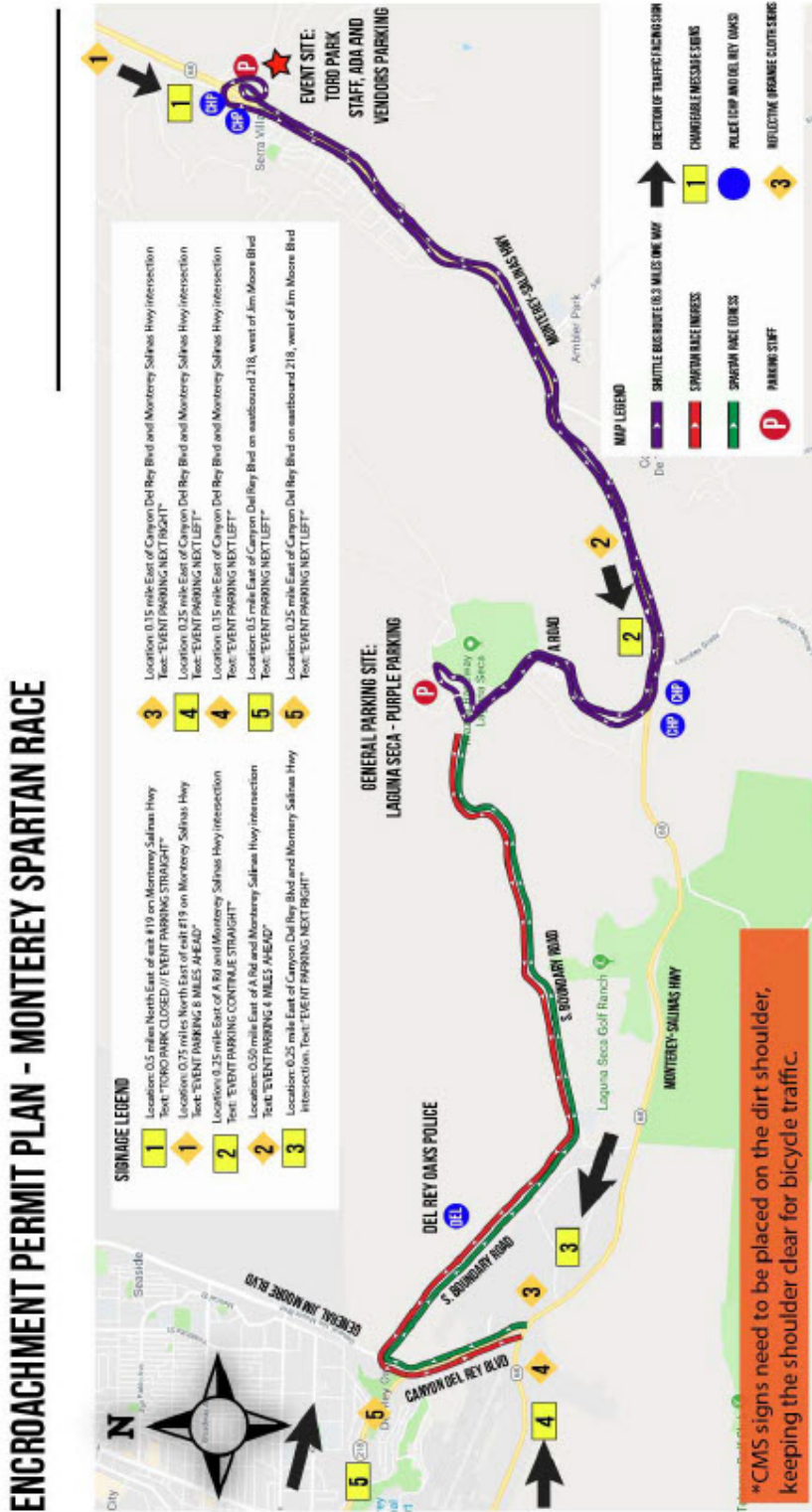
There is no expected impact on the 911 system. A minimum of 2 private ALS ambulances will be stationed on standby at the event and will be mobilized in the case of a rapid transport. Other ambulances from the same company will come to replace the transporting ambulance so that there is a constant coverage of 2 ambulances. 911 will not be called unless in an extreme MCI situation.

Spartan Race, Inc.

Permit No. 2022-005

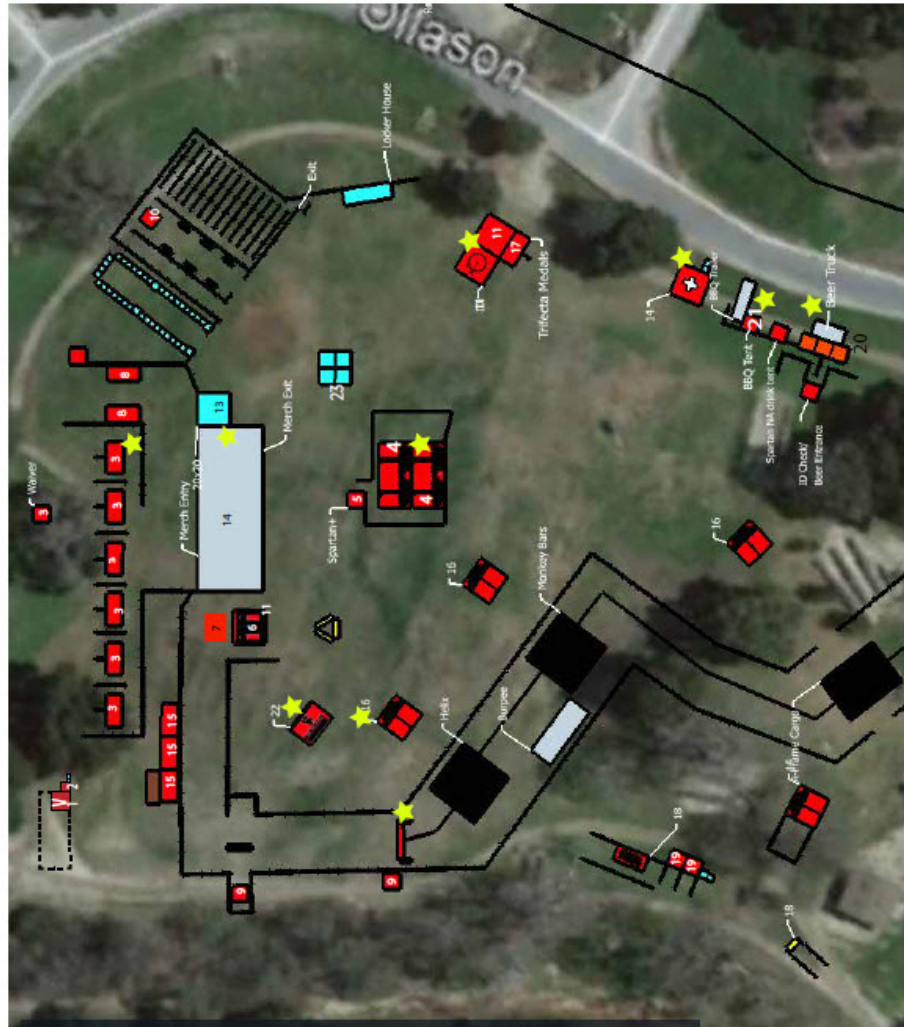
**EXHIBIT B-3
INCIDENT ACTION PLAN**

EXHIBIT C-1 MAPS - MESSAGE BOARD PLACEMENT



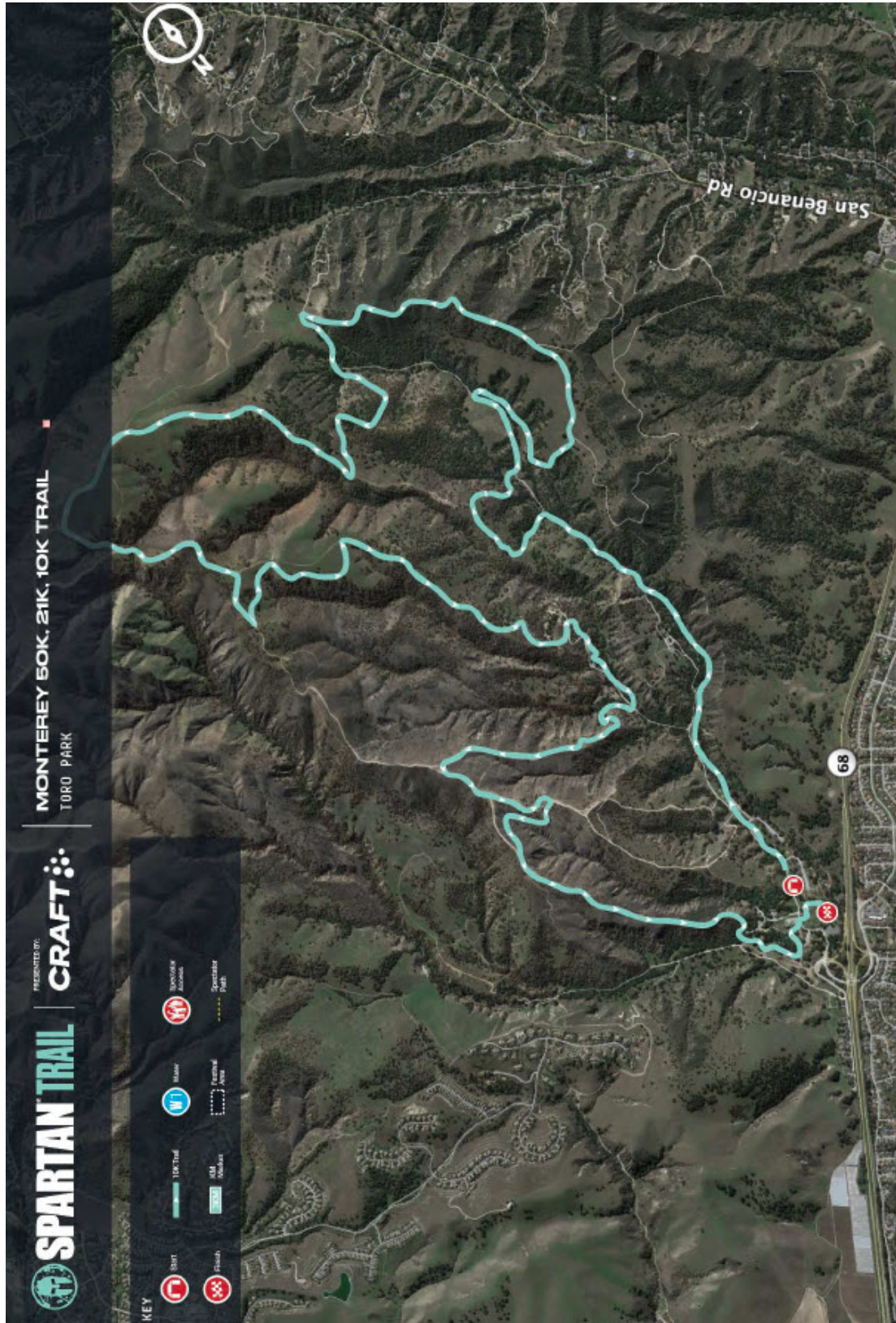
A total of 5 changeable message boards will be placed on Monterey-Salinas Hwy to direct the general public to Canyon Del Rey Blvd to access public parking at the Purple Parking lot at Laguna Seca for the Spartan Race on 6/4/22 - 6/5/22. In addition 5 reflective orange cloth signs will supplement the message boards. Only staff, ADA, vendors, and shuttles will be granted access to Toro Park. CHP will be stationed on the East Bound and West Bound sides of exit #19 on Monterey Salinas Hwy to prevent the public from parking on the shoulders. Parking attendants will be stationed at the gates of the park to prevent people without passes from entering Toro Park and to keep the lane clear for shuttles, emergency vehicles and staff. Information about traffic and parking directions will be sent to all spectators, racers, vendors, staff and volunteers prior to the event to ensure minimal confusion on 6/4/22 - 6/5/22. Signs will be placed on Monterey-Salinas Hwy on 6/3/22 and removed on 6/6/22.

EXHIBIT C-2 MAPS - MONTEREY FESTIVAL



- 1 (1) 20x20 Volunteer
 - 2 (1) 10x10 Volunteer
 - 3 (7) 10x20 Registration
 - 4 (1) 40x40 Spartan+
 - 5 (1) 10x10 Spartan+ Entry
 - 6 (1) 20x20 T-Shirts
 - 7 (1) 20x20 Photo
 - 8 (2) 10x20 Exit Tunnel
 - 9 (2) 10x10 Finish Line
 - 10 (2) 10x10 Bag Check
 - 11 (2) 20x20 Timing/Results
 - 12 (1) 120x50 Merchandise
 - 13 (1) 40x40 Backstock
 - 14 (1) 20x20 Medical
 - 15 (4) 10x20 Finish Line
 - 16 (6) 20x20 Shade Tent
 - 17 (1) 10x20 TriFecta
 - 18 (1) 10x20 Kids Finish
 - 19 (2) 10x10 Kids
 - 20 Beer Tap Trailers
 - 21 Food Truck w/20 x20 Tent
 - 22 (1) 20x20 Stage
 - 23 (4) 10x10 Tents for Sponsors
- Smaller blue square groups = portable toilets
★ = Generator Placement

EXHIBIT C-3 MAPS – MONTEREY COURSE



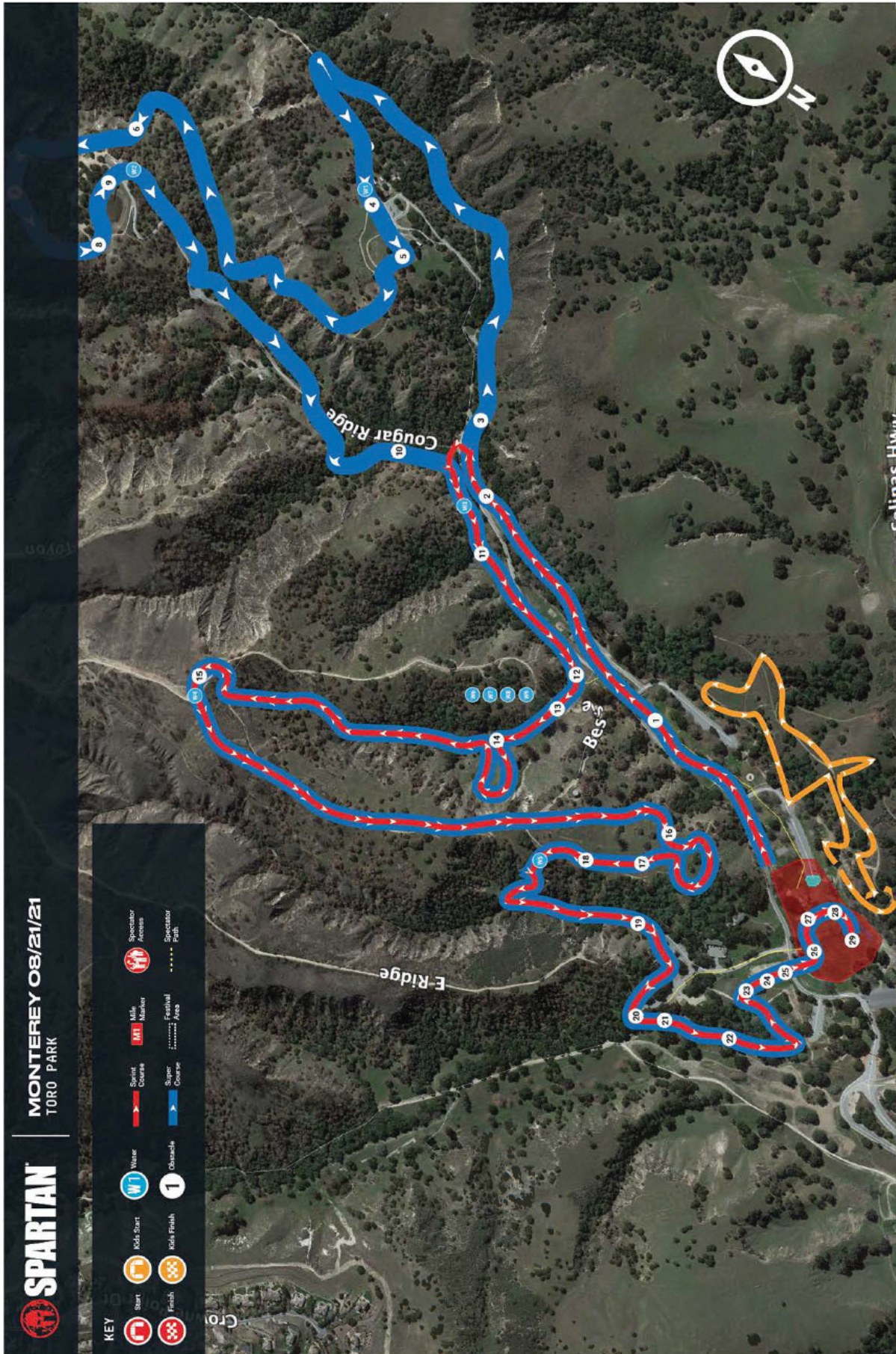


EXHIBIT D

MONTEREY COUNTY DEPARTMENT OF PUBLIC WORKS, FACILITIES, & PARKS COUNTY PARKS RULES AND REGULATIONS GOVERNING SPECIAL EVENTS

1. These Rules and Regulations are in addition to those contained in the Monterey County Code, including but not limited to Monterey County Code Section 14.12.030.
2. No concession will be allowed to open until all preliminary requirements set forth in this document have been complied with.
3. CONCESSIONAIRES are responsible for ensuring that all event vendors comply with the Monterey County Code and all County Parks rules and regulations.
4. CONCESSIONAIRES and their employees, volunteers, and all vendors, engaged in the operation of concessions where goods to eat or drink are sold shall wear suitable clothing, and said garments are to always be kept clean and neat. All CONCESSIONAIRES and vendors selling, dispensing, or distributing food, beverages, and other articles intended for human consumption shall, at all times, maintain pure, clean, adequate, and wholesome stocks which must be kept from all contamination and handled, stored, and served according to the standards as established by the State Department of Public Health and Monterey County Health Department.
5. All CONCESSIONAIRES and vendors will conduct their business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc., in receptacles provided by the COUNTY, unless stated otherwise in the Special Event Use Permit, within said concession plot for such purpose; and will keep the area within and surrounding said concession free from all rubbish and debris. CONCESSIONAIRES and vendors shall recycle to the greatest extent possible.
6. All buildings, tents, or enclosures erected under the terms of a Special Event Use Permit shall have the prior written approval of the COUNTY and the local fire-suppression authorities. Building permits may be required.
7. CONCESSIONAIRES are responsible for securing planning, building, and encroachment permits from the Monterey County Public Works, Facilities, & Parks (PWWP). It is recommended that CONCESSIONAIRES contact the appropriate agencies a minimum of 90-180 days in advance of an event to allow sufficient time for processing and to avoid penalty fees. Penalty fees may be assessed for anything less than 60 days in advance. Contact information can be obtained from the COUNTY website.
8. CONCESSIONAIRES will conduct the privileges granted in the Special Event Use Permit according to all the rules and requirements of the State Department of Public Health and local health authorities, and without infringement upon the rights and privileges of others. CONCESSIONAIRES will not engage in any other business whatsoever upon or within said premises or park, except that which is herein expressly stipulated and contracted for; and will confine said transactions to the space and privileges provided in the Special Event Use Permit.
9. All CONCESSIONAIRES and vendors will cause to be posted in a conspicuous manner at the front entrance to its concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Special Event Use Permit.

Spartan Race, Inc.**Permit No. 2022-005**

10. CONCESSIONAIRES must, at their own expense, keep their concession space and adjacent area properly arranged and clean. Receptacles will be provided at appropriate locations approved by COUNTY to receive the CONCESSIONAIRES' trash, and such trash must not be swept into any public space. All sound-producing devices used by a concessionaire within or outside its concession space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to its patrons, to other concessionaires, to exhibitors, or users of the park; and the decision of the COUNTY as to the desirability of any such sound-producing device shall be final and conclusive. Sound-amplification equipment may require written permission from the COUNTY. Control of the amplification decibel level will be at the discretion of the COUNTY.
11. CONCESSIONAIRES agree that there will be no games, gambling, or any other activities within the confines of its concession space in which money is used as a prize or premium, and that it will not buy and/or permit "buy backs" for cash of any of its prizes or premiums given away to patrons in connection with the promotion of their concession. No illegal activities shall be conducted, and only ordinary and customary merchandizing methods shall be used. All methods of operation, demonstration, and sale shall be subject to the approval of the COUNTY and the local law enforcement officials.
12. CONCESSIONAIRES are entirely responsible for the space allotted to them and agree to reimburse the COUNTY for any damage to property, reasonable wear and tear excepted, used in connection with the space allotted to the CONCESSIONAIRES. The COUNTY will be the sole judge of reasonable wear and tear and the extent of the damages.
13. The COUNTY shall assume no responsibility for loss or damage to the property of the CONCESSIONAIRE(S). Small articles easily removed or particularly fragile articles or displays should be put away for safekeeping by CONCESSIONAIRE(s) after the closing hour each night.
14. Each and every article of the concession and all boxes, crates, packing material, and debris used in connection with the concession space shall be removed at CONCESSIONAIRES'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 CONCESSIONAIRES shall reimburse the COUNTY for all expenses thus incurred.
15. No CONCESSIONAIRES will be permitted to sell or dispose of alcoholic beverages on park grounds except in its concession space. No sales are to be made unless the CONCESSIONAIRES is therefore authorized in writing by the COUNTY and unless it holds a lawful license authorizing such sales on said premises.
16. All activities within the park unit shall be at the direction of the Director of Public Works, Facilities, & Parks, or designee.
17. Arrangements for advance preparations shall be made with the Director of Public Works, Facilities, & Parks, or designee.
18. The Monterey County Code, and rules and regulations of the Monterey County Parks system shall be observed by the CONCESSIONAIRES, its employees, volunteers, agents, or contractors.
19. The use of buildings or grounds shall be in strict accordance with the Special Event Use Permit as authorized by the Director of Public Works, Facilities, & Park and/or the Monterey County Board of Supervisors. This provision particularly applies to activities which might create hazardous conditions.

Spartan Race, Inc.

Permit No. 2022-005

20. Except during the event period delineated, the public shall have normal access to the facility/area.
21. No structures or sets are to be built unless specifically provided for in a Special Event Use Permit, and no shrubbery or trees are to be cut, trimmed, or injured.
22. Fires will not be permitted except upon the specific approval of the Director of Public Works, Facilities, & Parks, or designee.
23. All safety orders of the Division of Industry Safety, Department of Industrial Relations, must be strictly observed.
24. Failure of the COUNTY to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
25. In the performance of the Special Event Use Permit, CONCESSIONAIRE shall adhere to the Monterey County Nondiscrimination Policy #P-160 and shall not discriminate against any employee or applicant for employment as set forth in the Policy.

Approved as to form by County Counsel.

EXHIBIT E SPECIAL PROVISIONS

1. **CAMPING**

No Camping will be allowed at the Park.

2. **PARKING AND TRAFFIC CONTROL**

- A. Traffic control within the Facility is the responsibility of the CONCESSIONAIRE during the Event (August 21-22, 2021). CONCESSIONAIRE shall control all Event-related traffic within Toro County Park so as not to interfere with other uses of the Facility. CONCESSIONAIRE shall contract with A&D Narigi Consulting, LLC for parking within the Laguna Seca Recreation Area for the Event.
- B. Parking control within the Facility is the responsibility of the CONCESSIONAIRE during the Event (August 21-22, 2021). Parking within the Facility will be allowed for CONCESSIONAIRE'S Staff only as determined by CONCESSIONAIRE.
- C. All signage necessary to execute the Parking and Traffic Control Plan is the responsibility of the CONCESSIONAIRE. No directional or informational signs may be attached to permanent park signs.
- D. All traffic-control devices, e.g., barricades, cones, are the responsibility of the CONCESSIONAIRE.
- E. CONCESSIONAIRE will ensure that no unauthorized vehicles will be driven on established lawn area or off-road areas within the Facility. To obtain access by any said vehicle to an off-road area within the Facility, CONCESSIONAIRE or his/her representatives shall contact the assigned COUNTY staff for approval. All such vehicles shall have a pre-approved identification plaque.
- F. California Highway Patrol ("CHP") will control traffic on Highway 68 as required for the Event. CONCESSIONAIRE will contract with CHP.

3. **CLEANUP AND SANITATION**

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.

4. **ADVERTISEMENT**

- A. Advertisement related to the Event is not allowed on Highway 68.
- B. All banners and signs, and their method and location of display, must be pre-approved by COUNTY.

PROHIBITED AREAS

