

# Attachment A

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## **LAGUNA SECA RECREATION AREA**

### **Facility Use Agreement**

This Master Facility Use Agreement (“Agreement”) is made and entered into as of this day of June 16, 2022 by and between the COUNTY OF MONTEREY, hereafter referred to as “COUNTY”, and Velocity International, LLC, a California limited liability company, owner and operator of the “Velocity Invitational,” hereafter referred to as the “Series”, relative to a racing event at the WeatherTech® Raceway at Laguna Seca located at Laguna Seca Recreation Area (LSRA) and related facilities. Series and COUNTY may be referred to herein as “party”, or collectively as the “parties.”

WHEREAS, COUNTY owns and operates the WeatherTech® Raceway at Laguna Seca located at LSRA; and

WHEREAS, Series desires to utilize the WeatherTech® Raceway at Laguna Seca located at LSRA facility to promote and conduct a racing event; and

WHEREAS, COUNTY is willing to grant to Series a license to use the LSRA and all its areas and facilities, except for ranges, maintenance, and office facilities, or as noted in this Agreement.

WHEREAS, the Parties desire to enter into a Facility Use Agreement to produce a racing event.

NOW, THEREFORE, the Parties agree as follows:

### **AGREEMENT**

#### Articles of Definitions:

1. “Agreement” means this Facility Use Agreement.
2. “Army Deed” means that certain quitclaim deed from the United States Government to County dated October 31, 1974 and recorded in Monterey County Official Records at Reel 944 Page 1077, conveying LSRA to County, as amended on August 6, 1986 and recorded in Monterey County Official Records at Reel 2012 Page 235, and on January 21, 2000 by Document No. 2000082485, Monterey County Official Records.
3. “County” means the County of Monterey.
4. “Series” means Velocity International, LLC, a California limited liability company, owner and operator of the “Velocity Invitational”.

5. "County Representative" means the person designated by the County Administrative Officer for contract management purposes as described in Section XIII.
6. "LSRA" means the WeatherTech® Raceway at Laguna Seca located in the Laguna Seca Recreation Area.
7. "Party" means County or Series singularly; "Parties" means County and Series jointly.
8. "Manager". In its discretion, the County may designate a Manager to act on behalf of the County with respect to the obligations and responsibilities set forth in this Agreement. Manager appointed by County may operate, manage, and maintain the facility for and on behalf of County. Series acknowledges that a County appointed Manager is the County's onsite manager for the facility and Series shall follow direction from Manager regarding daily use and operations of the facility.

### **SECTION I – USE OF FACILITIES**

- A. Series will be allowed to use the entire Laguna Seca Recreation Area facility (hereinafter referred to as "LSRA"), excluding ranges, maintenance, and office facilities, for a medium sized racing event to be held on Thursday, Friday, Saturday and Sunday, as set forth in Section II below.
- B. Under this Agreement structure, the COUNTY shall provide the necessary Track Personnel for the daily preparations required for on track events to include track cleaning prior to the track being released to Series.
- C. In addition to the actual days that the racing event is being held, as set forth in Section II below, Series will have access to the indicated LSRA facilities according to the schedule below.
  - 1) The Lakebed Special Event Area (including Hospitality Island, Turn 2 parking and Turn 4 shelf) shall be available to Series beginning at 6:00 am on October 6, 2022 for set-up and such availability shall conclude and terminate at 10:00 pm on October 18, 2022. Series shall not disrupt any other pre-rented track or paddock activities during this period.
  - 2) Parking will be made available at Red 9, Wolf Hill and Blue 2. Areas shall be available to Series at 6:00 am on October 10, 2022 for set-up and such availability shall conclude and terminate at 10:00 pm on October 18, 2022. Series shall not disrupt any other pre-rented track or paddock activities during this period. Staff only parking will be accommodated for build and strike days outside the above timeframe. Area will be determined by LSRA Manager with the best effort of providing an area as close to the event site as possible that will not interfere with the track rental.
  - 3) The Turn 3 double decker chalet shall be made available to Series for a flat fee of \$15,000 from 6:00 am October 12<sup>th</sup> through October 17<sup>th</sup> at 10:00 pm and. Rental

fee includes County owned furniture that Series has the option of using but it is not a requirement. Series may bring in outside furniture and must notify LSRA Manager if any furniture needs to be removed a minimum of 60 days in advance. Additional days needed for set up or load out will be charged at \$3,500 per day. County will do the initial furniture setup per a diagram given by the Series a minimum of 7 days in advance if County owed furniture is requested by series. If the furniture needs to be reset by WRLS staff after the initial set up an additional fee will be applicable, hourly pricing can be found in Appendix A, attached to and made part of this Agreement. COUNTY will have the structure cleaned prior to turning it over to the Series as well as after the Series is done using the structure. Series is responsible for arranging cleaning services through a track approved vendor during the event. Series is responsible for any damages to the building during the rental period.

- 4) The entire Paddock, including Premier Pit Row Suites, Garages and Temporary Garages shall be clean and available to Series beginning at 6:00 am on October 10, 2022 for set-up and such availability shall conclude and terminate at 10:00 pm on October 19, 2022. Series is responsible to arrange cleaning services through a track approved vender during the event at series expense.
- 5) For load in, designated paddock areas will be available to Series to start the event set up starting at 7:00 pm October 2<sup>nd</sup>. Initial areas to be determined by LSRA Management and sent to Series a minimum of 60 days in advance and the initial outline is in Appendix C. Any changes will be communicated to Series. The LSRA Manager will make every effort to make the Series timeline work with the existing track renters. Paddock areas may be revised depending on track renter activity. Paddock area activity fees based on the scope outlined in this Agreement have been included in the overall Agreement cost. Set up will not impact track renter operations and Series will work with LSRA Manager in good faith to troubleshoot any issues. The County LSRA Representative, in consultation with the LSRA Manager can terminate the build if there are any issues that arise that cannot be resolved between the parties and the scope of the build out substantially interferes with track operations. If Series needs more time for the buildout, County would make every effort to propose options at an additional rental cost if areas requested are available at the time of the request. Series shall not disrupt any other pre-rented track or paddock activities during this period.
- 6) For load out, the main paddock area which includes the Pit Row garages and temporary garages, are to be cleared at the discretion of the Manager by 6:00 pm October 19, 2022. Remaining paddock items need to be removed by 10:00 pm on October 21, 2022 and the Series must arrange for the paddock to be professionally swept from build debris prior to exiting the premises. If any Series items, including but not limited to tents, platforms, containers, build debris, etc., remain on property after 10:00 pm on October 21<sup>st</sup>, Series will be required to pay \$15,000 per day until the event site is completely cleared, swept, and returned to its condition as received by Series.

- 7) Tent staking will only be allowed in the red outlined areas noted in Appendix D, attached to and made part of this Agreement. A USA inspection may be required per the County prior to any staking at Series expense. Due to the current condition of the asphalt in the overall paddock, staking is restricted to the areas as noted. If there is staking in unauthorized areas, there will be a fee of \$500 per stake to be paid to County by Series. Staking to be kept at a minimum and staking holes used in 2021 are to be reused for the 2022 event. All areas staked must be hot patched by a professional firm with texture and color matching the existing asphalt appearance. Cold patching will not be permitted. All clean up completed throughout the site will require acceptance by Management. Prior to departure Management will require a final walk-through with Series Representative.
- 8) The Racetrack, Stewards Building, Timing and Scoring building, and Triple Tall building shall be available to Series beginning at 6:00 am on October 10, 2022 for set-up and such availability shall conclude and terminate at 6:00 pm on October 19, 2022. There will not be any other pre-rented or paddock activities during this rental period. Racetrack will be used exclusively for track maintenance during the days leading up to the event. If the Series would like to run any promotional activities during the days leading up to the event, it will need to be cleared with LSRA Management. If approved, LSRA Management will assist with coordinating the activity with track preparations. Series has the option to run a track program on October 13<sup>th</sup> with sound not exceeding 92dB. Series is responsible to coordinate any safety services per LSRA Management directive for promotional activities as well as cover the expense and all track rental rules including black flag policies apply.
- 9) Series will submit a preliminary track event schedule to LSRA Manager a minimum of 60 days out and will include a minimum of a 30-minute lunch break per event day which is to be completed before the start of the 6<sup>th</sup> hour that track staff is on-site. Track activity and engine noise cannot start prior to 8:00 am and must conclude no later than 6:00 pm on event days. Facility quiet hours of 10:00 pm to 7:00 am are to be observed.
- 10) Series is responsible to coordinate all on-track safety services including but not limited to ambulance units through AMR, tow trucks, flaggers, grid workers, dispatchers, and fire and rescue. Series may only use SCCA San Francisco Region and/or LSRA track staffing and cannot bring in any other outside staffing or emergency service without the approval of the LSRA Manager. LSRA Manager to be involved in conversations to ensure that all track safety requirements are being met and may request within reason for Series to adjust.
- 11) Series to always coordinate and provide a minimum of 1 First Aid station and 1 Advanced Life Support (“ALS”) ambulance unit in the paddock during spectator gate hours for each event day.
- 12) The Newman Building 4 Bay garages and upstairs will be made available to Series at 6:00 am on October 10, 2022 until 6:00 pm on October 19<sup>th</sup>. If the 2 Bay garage is only used as a staff office and no items need to be moved out, there is no charge. See Appendix A for pricing for additional days.

- 13) The following campsite locations needed will be available for LSRA campers through October 10, 2022. Campgrounds available for Series are: Chaparral, Can Am, Grand Prix, Lower Terrace, Upper Terrace, and Terrace. A total of 302 sites. Series will sell sites specifically for Event beginning October 13<sup>th</sup> through October 17<sup>th</sup>, 2022. Volunteer camping will be made available in the Turn 5 lot, totaling 11 sites. If additional room is required for volunteers, a reasonable area will be determined by LSRA Manager 60 days prior to the event. Manager will assist in scheduling volunteers to assist in providing direction for registered campers to reserved sites, if notified by Series 30 days prior to the first day of camping. If COVID-19 protocols remain in effect due to county or state mandates Series will be required to follow.
  - 14) If Series would like to utilize the Hospitality Pavilion located at Turn 1, it will be rented to Series at an additional fee of \$3,500 per day. This includes one load-in and one load-out day. Any damages during the rental period are the financial responsibility of the Series to repair.
  - 15) All areas of the LSRA made available to Series for use during the racing event, shall be ready for use by COUNTY or its assigned no later than the day and time indicated in this agreement; Series shall specifically indemnify and defend COUNTY for any claims or damages for the area(s) not being ready for use on that day and time.
  - 16) The WRLS Souvenir Store has the right to stay open and sell WRLS merchandise. No event merchandise will be created and sold through the WRLS store without the approval of the Series.
  - 17) Cruisin Café (“Café”) has the right to stay open during the load-in day(s) and the event weekend. Café must come to a mutual agreement with Series on a curated experience during the event dates. If Series would like the Café to be closed, a buyout fee may be applicable as determined by Café. Series can work with Café directly on concept and menu for the specific event dates.
  - 18) If Series chooses to store any containers on-site, a long-term lease will be completed and submitted along with any additional insurance requirements a minimum of 30 days prior to first date of storage. A \$1.50 per square foot fee will be applicable as a monthly storage fee. If containers are left on-site without completed paperwork and insurance, the fee will increase to \$3.00 per square foot per month. Containers can be stored on-site during the contract period of October 2<sup>nd</sup> through October 21<sup>st</sup> at no charge.
- D. During the days of operating the racing event, COUNTY will not be engaged in the use of the Racetrack or paddock.
- E. LSRA will prepare the facilities and track to the standard of a large spectator racing event (including but not exclusively, cleanliness, track and facilities safety). Venue will be prepared prior to first day of build out. Series will need to contract with track

approved sweeper company to sweep all build out areas prior to any scheduled series and track rentals during the build out timeline where rentals are using the entire or a portion of the build area excluding on track areas. Series is responsible to schedule a sweeper truck after all structures have been removed per the agreement dates and return the facility in the condition as Series received prior to the first day of build out. If LSRA Management staff are required to clean debris from the facility, labor and equipment charges will be billed back to the Series excluding on track areas, with the exception of debris caused from inclement weather or acts of God.

- F. In addition to the permanent facilities, for areas that are open to the public during the racing event, the COUNTY will provide restroom capacity at the current level provided by the existing permanent restroom structures, portable public units and track units. Series will be responsible to contract with a track approved vendor to clean the permanent restrooms and permanent portable units on site and in use during the event. Series will also be responsible and provide portable chemical toilets and cover cost of rental and servicing of units required on-site to meet the Monterey County Health Department's standards and requirements, provide trash cans, recycle containers, and the appropriate number of ten-yard dumpers as required. Series is responsible to clean the public areas of all litter and trash after the transfer of the area to Series. VIP areas not accessible to the public during the racing event shall be the responsibility of Series. County to send Series existing areas and chemical toilets that will require service or need to be providing during the event 180 days prior to the event. Should the on-site dumpsters meet the event needs and Monterey Health requirements, Series will not be required to bring in additional dumpsters from Waste Management.
- G. Subject to availability, COUNTY will make available to Series traffic cones and barricades at no additional charge. Series shall be responsible for any damage to said items. Picket fencing can be rented at an additional cost as outlined in Appendix A.
- H. Series shall be responsible for maintaining the entire LSRA from litter and trash during the racing event and shall assure all Series vendors and contractors meet the requirements for sanitation and litter of their individual areas. Series shall be ultimately responsible for collecting and removing litter and trash generated from the event from the LSRA facility and depositing it in dumpsters provided by Series or those available on site within 24 hours following the conclusion of the racing event. As part of the collection and disposal of trash and litter, Series shall develop and implement a plan to recycle waste products (including but not limited to aluminum, glass, plastic, cardboard, and cooking oils) generated by the racing event. Series to contract directly with vendor to provide grease barrels for food vendors and caterers as required by Monterey County Health Department.
- I. COUNTY will make available volunteers through the Laguna Seca Volunteer Association (LSVA) and Service Organizations to provide key services at the discretion of series and organization. All required insurance coverage and liability waivers required by LSRA Manager must be obtained at the Series expense if contracted directly with Series. Any expense incurred by COUNTY for volunteers or service clubs will be billed back to the Series, including but not limited to meal vouchers, gift cards, comp tickets, and hourly rates of pay for Service Clubs. Series to establish a point of

contact to coordinate directly with LSVA and service clubs prior to and during the event weekend. Laguna Seca Volunteer Coordinator will assist in the coordination and scheduling in cooperation with Series designee. If the Series requires LS Volunteer Coordinator to be on-site during the event weekend or handle responsibilities including but not limited to passing out uniforms, food vouchers, tickets, etc. there will be an additional cost of \$40 per hour.

- J. Series is required to resolve fee/donation issue of 2021 and make a minimum payment of \$5,000 for services if used in 2022. Series to communicate directly with LSVA president regarding this matter for the event weekend including load-in and load-out dates.
- K. LSRA managers and salaried staff will be available to support and aid in the planning as it relates to providing information required for permits, vendors for general services and catering, and available during the event for limited operational support. All direct contact with required agencies or vendors to complete tasks will be the responsibility of the Series. If non-exempt staff is required to be on-site during the event weekend or put in overtime to prepare for the event and assist Series, those hours will be billed back to the Series at \$40 per hour. LSRA Manager to send an estimate cost to Series 60 days out from the event under the pretense that the pricing may fluctuate depending on LSRA staff requirements.
- L. Series is responsible for booking all on-track safety services except for general track maintenance. American Medical Response (“AMR”), public address system, announcer, trash, sanitation, contracted security, and all other items associated with operating the Event at Series expense excluding permanent utilities such as electrical and water. Should attendance levels require Monterey County Sheriff, California Highway Patrol, local police agencies or Regional Fire support our other services per COUNTY mandates, Series to arrange at Series expense.
- M. If the Turn 11 Hospital is required by the Series to be open and staffed, the COUNTY will arrange staffing and bill back Series for the expense.
- N. If emergency helicopter services required by Series, the COUNTY will arrange and bill back Series for the expense.
- O. Five radios will be given to Series to communicate with LSVA and Track Operations personnel. If radios are damaged or not returned to LSRA Manager, it will be a fee of \$500 per radio charged to the Series.
- P. As COUNTY develops additional permanent physical facilities within the LSRA, such as building structures or temporary tent structures, Series will have the option of negotiating with COUNTY for utilization of these additional facilities at that time. COUNTY retains sole right to develop LSRA as COUNTY deems necessary, without consultation with Series. In the event such development impacts current LSRA in a manner that causes Series to be unable to hold its event, Series may seek and be granted relief solely by early termination of this Agreement and in no event shall Series be entitled to any damages of

any kind as a result of such termination. To the extent permitted by law and reasonably practical, Series will be given notice of the potential of such development no earlier than ninety (90) days prior to the development commencing. At the time of this Agreement, tentative plans are set to begin construction of a new start finish bridge and the resurfacing of the track on November 1, 2022 with a tentative completion date of June 6, 2023.

- Q. Series will need to work with track approved vendors for any buildouts. There is a 10% commission due back to the COUNTY on all final vendor bills for County approved vendors contracted with Series including but not limited to Choura Events, McCune Audio Visual, TOURTech, Tricord, AMI Graphics and Boy Scouts. An 18% commission is due back to COUNTY on all Series catering bills with a total cap of \$20,000 on catering only, this does not apply to other vendors. Third party's booking catering services does not contribute to the cap. If there is a need that is not met by one of the track approved vendors and another vendor is to be utilized, the Series shall notify and work with Manager to provide a certificate of insurance based on current COUNTY requirements and a buyout may be applicable. All permits are the responsibility of the Series and required to be submitted per the terms of this Agreement.
- R. The COUNTY may, in its sole discretion, assign its interests under this Agreement to any concessionaire contracted by the COUNTY to operate all or a portion of the LSRA. Series acknowledges that it will need to cooperate with the future operator(s) of LSRA.

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

- A. COUNTY shall provide the facilities as described above to Series for the racing event during October 10, 2022 through October 19, 2022 as a County special event weekend, subject to the LSRA use permit, and the Force Majeure, Section IX, of this Agreement. Series may begin load-in as of October 2, 2022 as set forth in Section I-C above. Series shall conduct the unlimited sound racing event on the following dates: October 14-16, 2022 with an optional day on October 13<sup>th</sup> with sound levels not to exceed 92dB.
- B. Nothing in this Agreement shall in any way alter the County's rights or duties as a governmental agency with jurisdiction over LSRA, to act in the manner otherwise permitted or required under applicable laws for the health, safety, and general welfare of the public.

## **SECTION III – PAYMENT**

- A. Series shall pay COUNTY a total of \$238,000 for the one-year term of this Agreement. Series shall also pay the first \$25,000 of gate revenue to the County with Series retaining the remainder of the gate revenue. Payments shall be made in the following installments as specified below for use of the facilities and services and under the conditions noted in SECTION I – USE OF FACILITIES of this Agreement and summarized in Appendix B, attached to and made part of this Agreement:

Payment Due Dates:           \$106,500 due three days after execution of the Agreement  
  \$106,500 due August 1, 2022  
  \$25,000 due October 1, 2022  
  \$25,000 due November 1, 2022 (Gate Revenue)

- B. COUNTY shall not receive any share of revenue from proceeds generated by Series as a product of holding the event other than the amounts outlined in this Agreement. COUNTY will be provided two complimentary 10' x 10' booth spaces in a premier location during the racing event, where COUNTY may generate revenue or conduct other legitimate COUNTY business transactions. Location to be determined a minimum of 14 days prior to the start of the event. Series agrees to honor the COUNTY'S general admission Season Pass Holders credentials at no cost to either COUNTY or the passholder during the scheduled event.
  
- C. As set forth in Section A above, Series shall pay to COUNTY a deposit of \$106,500, payable three days after execution of the Agreement. Series shall adhere to the payment schedule as identified in Section A above. The deposit will be applied to the full payment due COUNTY for the racing event. If through no fault of COUNTY, the racing event is canceled then COUNTY shall nevertheless retain the full amount of the deposit. Series shall obtain a bond for the benefit of the COUNTY in the amount of \$30,000. This bond shall be for covering any damage, both physical and/or intellectual, that may result from holding the Series event at LSRA. Series may at its option provide COUNTY with a certified check as security deposit in lieu of this bond to be held by COUNTY and returned 30 days after COUNTY accepts receipt of LSRA as in acceptable condition upon inspection.

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

- A. COUNTY hereby authorizes Series to use the name “WeatherTech® Raceway at Laguna Seca” subject to this Agreement in its promotional information that must be approved by COUNTY prior to final printing or release. If the name of the LSRA facility is changed, by way of a naming rights agreement with COUNTY or by other action or cause, Series shall be required to use the new name in its promotional information. COUNTY will promote Series on the COUNTY marquee sign on Highway 68 in front of Laguna Seca at Series expense for at least one week prior to the racing event and for an additional period of time, if available, to be determined by COUNTY.
  
- B. Subject to the provisions of this Agreement, each Party shall have the reciprocal, non-exclusive right and license to use the Series Logo, Event Logo, WeatherTech® Raceway at Laguna Seca name and Logo, and the likeness of the Laguna Seca Recreation Area (including sponsors actually depicted therein) in the Promotion of and Advertising for the Event, and in the case of Series. Neither Party shall make any misrepresentations of fact in connection with publicizing, promoting, or advertising the Event. If such a misrepresentation is made, where required, the Party that made the misrepresentation shall promptly take reasonable steps to correct the error through a subsequent publication

or other remedial measure. All uses must be pursuant to a mutually agreed upon brand guidelines or subject to the written approval of the granting party, such approval not to be unreasonably withheld, conditioned, delayed or denied. Series shall have the perpetual historical right to depict the Marks for historical purposes on its website and other promotional materials as well as to use the Marks on retail goods and services.

- C. Event Digital, Radio, Television & Other Media Broadcast and Distribution. COUNTY acknowledges that Series, as the entity conducting the competition, exclusively and in perpetuity, owns (and in connection therewith, County hereby assigns to Series) the right to film, tape, photograph, capture, overhear, collect, record, and/or reflect in eSports, I Racing, video games and/or other virtual competitions, to simultaneously or thereafter reproduce, broadcast (whether live, live streamed, tape-delayed, re-broadcast or otherwise), transmit or distribute, by any means, medium or device, now existing or hereafter create all images, sounds and electronic or digital data generated during and in connection with the Events and the Race.
- D. COUNTY will promote and publicize the racing event in its Calendar of Event and other calendars of events to which COUNTY posts information.
- E. COUNTY authorizes Series to attach temporary signage on all appropriate County structures within the park. Except as may otherwise be limited by current contractual restrictions regarding the naming rights, annual sponsorships, and advertising of structures and at locations within the LSRA, Series will be allowed to place signage on bridges and crossings over the Racetrack beginning October 11<sup>th</sup>, 2022 and removed no later than October 18, 2022 at 10:00 pm. Series will be required to work with track approved signage vendor for any bridge or track signage installs. Other COUNTY structures include, but are not limited to, pedestrian and auto bridges, fencing and buildings. A list of other COUNTY structures exempted from this authorization, if any, will be provided to Series by August 1, 2022. Series agrees to honor any current applicable contractual limitations regarding covering signage at the facility. Series agrees to work with County to mitigate temporary signage conflicts that may arise during future contract negotiations with other parties.

#### **SECTION V – RELATIONSHIP**

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

**SECTION VI – SERIES’ OBLIGATION**

- A. Series shall complete and comply with a separate Special Use Event Application for Special Events and all required plans and approvals, approved by the County Designee, for event at least 60 days prior to the event. A copy of a current sample of the Special Use Event Application for Special Events is attached as Appendix “C” and made part of this Agreement. A copy of the Plans Checklist is attached as “Appendix E” and made part of this Agreement. If alcoholic beverages are to be sold, Series will be responsible to obtain all necessary permits through the Department of Alcoholic Beverage Control.
- B. Series shall not commit or permit any injury or damage to any part of the LSRA or their appurtenances nor any waste thereon. All property utilized by Series in the course of the operations contemplated hereby shall be returned to COUNTY in the same condition or repair after each program use, reasonable wear and tear expected and Series shall not be responsible for patent or latent defects of LSRA that existed prior to the event.
- C. Series shall promptly arrange and pay to have repairs made for any damage, reasonable wear and tear excepted, to the LSRA or other facilities arising out of Series’ operations hereunder. Series will complete all environmental repairs, as required by COUNTY, within fourteen (14) days following the racing event. And whereas Series shall not be responsible for patent or latent defects of LSRA that existed prior to the event.
- D. Series shall be responsible for and promptly pay all taxes and assessments of any kind whatsoever assessed or levied for the use of the LSRA and/or for storage of its personal property at the LSRA, including but not limited to taxable possessory interest if one is created by this Agreement. The payments of any such taxes, assessments or charges shall not constitute cause for modification of fees payable by Series to COUNTY pursuant to this Agreement.
- E. Series, its agents, employees, and patrons shall be bound by all existing federal, state, and county laws, ordinances, regulations and use permits that apply to LSRA and Series’ operations.
- F. Series shall be responsible for and promptly obtain all necessary licenses and permits to conduct the event, including but not limited to those licenses necessary for the public performance of music, if applicable, and shall comply with all applicable federal, state, and local laws and regulations in the performance of this Agreement.
- G. Series shall be responsible for coordinating and gaining approval for the use of all roads providing ingress and egress to the LSRA, including roads maintained by Federal, State, and local agencies. County shall use commercially reasonable efforts to assist Series in obtaining access to and use of roads not under County’s jurisdiction and will cooperate with other agencies in obtaining such access and use and if allowed due to the projected attendance will add to county’s permit documentation; however, County cannot guarantee or warrant that such access shall be granted. Cost associated with gaining approval for use of roads for ingress and egress shall be the expense of Series. General

directional signage currently available through manager for use on roads will be allowed to be used by Series if required.

## **SECTION VII – INSURANCE AND INDEMNIFICATION**

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

<u>Coverage:</u>	<u>Minimum Required Limit:</u>
Bodily Injury and Property Damage Liability	\$20,000,000 Each Occurrence Limit (including Contractual Liability, written and oral)(If \$20,000,000 is not available, \$10,000,000 is allowable)
Damage to Rented Premises (or Fire Legal)	\$300,000 per occurrence
Medical Expense	None
Personal and Advertising Injury Liability	\$10,000,000 per occurrence
General Aggregate Limit (Including Spectators)	None (Per Event is acceptable) (No Annual Agg)
Products-Completed Operations Aggregate	\$10,000,000
Legal Liability to Participants	\$20,000,000 per occurrence (No Annual Agg) (Including Participant to Participant coverage) (If \$20,000,000 is not available, \$10,000,000 is allowable)
Official Vehicle Property Damage	\$100,000 per occurrence
Racing Errors and Omissions Coverage	\$100,000 per occurrence (No Annual Agg)
Medical Professional Liability	\$10,000,000 per occurrence (Excess Acceptable)
Directors', Officers' & Stewards' Errors and Omissions	\$100,000
Minimum Age of Participant	Must state the minimum age permitted

- F. **Liquor Liability** Insurance with limits not less than \$10,000,000 each occurrence. This is only applicable if Series elects to sell or distribute alcoholic beverages.
- G. **Worker's Compensation**, in Statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness; and
- H. **Participant Accident Coverage:** Series shall be responsible for providing accident coverage for its participants, including officials, workers, and volunteers.
- I. A&D Narigi Consulting LLC, shall obtain and maintain an excess layer (excess of the insurance required of [Series]) of public liability insurance for the Event for (i) spectator injury and property damage and (ii) participant legal, pit, track, product liability and medical malpractice, with a minimum combined single limit equal to but not less than \$10,000,000.00 per occurrence and shall cause Series to be named as an additional insured with respect thereto.

J. **Additional Insured** Commercial General Liability or Motorsport Liability Insurance, Liquor Liability policies must be endorsed to provide:

- J.1 County of Monterey, A&D Narigi Consulting LLC, its agents, officers, directors and employees as Additional Insured with respect to liability arising out of ongoing and complete operations.
- J.2 Such policies will be primary insurance and non-contributory to any other insurance available to the additional insureds, with respect to any claims arising out of this Agreement, and that insurance applies separate to each insured against whom claim is made or suit is brought.
- J.3 If Series carries or maintains an Umbrella/Excess Liability policy to provide additional coverage or if the contract requires higher limits than what Series carries in the primary policies, County shall be added as additional insured on such policies.
- J.4 The policy shall provide “drop-down” coverage where underlying primary insurance coverage limits are insufficient or exhausted.
- J.5 Coverage must waive subrogation as respects to the additional insureds.
- J.6 Series shall provide to County a certificate of insurance evidencing the required coverages no later than sixty (60) days prior to the event. Upon County’s request, Series shall provide full copies of all applicable insurance policies.
- J.7 The Certificate of Insurance and policy should list any deductibles Series might be responsible to pay or reimburse.
- J.8 If a satisfactory certificate is not received within 45 days prior to Event, County may cancel the event and terminate this agreement without penalty or cost. County shall have the right, but not the obligation, to cause the event to be insured for liability under the County Insurance Plan. Certificates evidencing such coverage and a billing for the appropriate premium charge therefore shall be sent to Series. In case the premium charge is unpaid by a date fourteen (14) days prior to the scheduled commencement of the event, County may cause the event to be cancelled and this agreement terminated with penalty or cost.
- J.9 General liability and Umbrella Policies need to be placed with at least A-rated carrier by A.M. Best.

**SECTION VIII – FORCE MAJEURE**

- A. Force Majeure. Neither party shall be liable to the other for delay in the performance of this Agreement, or for any delay, shortening or cancellation of any race event ("Altered Event"), or for any damages suffered by such other party, to the extent any delay, Altered

Event or nonperformance is due to causes beyond the control of the first party, including but not limited to, acts of God, war, terrorism, civil strife, conditions of serious threat to health or safety, rain, fire, strikes, boycotts or similar refusal to participate (included by Event participants), inclement or severe weather (including lightning strikes), power outages, pandemic or inability to obtain necessary labor or materials. In the event of Force Majeure, Series shall receive full compensation of fees paid, minus net costs of fulfillment at the date of the Altered Event. The parties acknowledge that the World Health Organization has declared a pandemic for severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2)/COVID-19 (novel coronavirus), the United States government has declared a national emergency, and the United States government and various state, county and local governments have imposed ( or may impose in the future) severe restrictions and limitations on, and policies and guidelines applicable to, the day- to-day activities of businesses and individuals, including sporting events. Accordingly, Series intends to continue certain racing activities for 2022, the scope and nature of which are (or may be), notwithstanding anything in the Agreement to the contrary, subject to or limited by certain requirements and/or limitations, including the following (collectively, the "Operational Limitations"): (i) adherence to applicable government restrictions, limitations, policies, directives, orders and/or guidelines, both at race events and with respect to Series' operations generally, and those of the Centers for Disease Control, OSHA, EEOC and other applicable agencies or organizations, (ii) following recommended protocols for medical screening and testing for communicable disease(s), including severe acute respiratory syndrome coronavirus 2 (SARS-CoV- 2)/COVID-19 (novel coronavirus), and or any mutation, strain or variation thereof ("COVID-19"), (iii) quarantine or shelter-in-place for those who are sick or who have COVID-19 symptoms, and appropriate contact tracing, (iv) proper sanitation and disinfection of common and high-traffic areas and use of healthy hygiene practices, (v) use of social distancing and following suggested guidelines for personal protective equipment, (vi) execution of applicable communicable disease related hold harmless, release, waiver of liability, and indemnity agreements, and (vii) subject to the provisions below, potential restrictions on individuals attending race events (including travel restrictions) and/or having access to the paddock or other restricted areas. In the event a party believes in good faith that it is necessary to cancel, suspend, postpone, or reschedule the Event in whole or in part for any reason relating to COVID-19 and/or the Operational Limitations, the parties will promptly consult with each other in good faith and mutually agree upon the proper actions taking in-to account applicable governmental directives or orders and will mutually agree on appropriate adjustments to the Agreement in connection therewith. Notwithstanding anything contained in the Agreement to the contrary, neither party shall be liable for, or in breach or default due to, any failure or delay in performance under the Agreement to the extent such failures or delays are proximately caused by or related to applicable government directives or orders or if COVID-19 and/or the Operational Limitations makes it commercially impractical, illegal, inadvisable or impossible, in whole or in part, to perform the applicable terms of the Agreement or the purpose of the Agreement is frustrated. In the event of a complete (i.e., neither racing nor spectators allowed) cancellation, due to a Force Majeure Event, no rental fee will be due from Series and the parties will work together to determine a fair allocation of any previously incurred expenses that cannot be reasonably avoided or mitigated.

- B. Series acknowledges notice that COUNTY may terminate this Agreement at any time if the LSRA and facilities are required by the COUNTY'S grantor of the property hereunder, the United States of America, for the national defense.

## **SECTION IX – BANKRUPTCY**

This Agreement shall automatically terminate if:

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

## **SECTION X – TRANSFER**

- A. Series shall not make or permit any Transfer of its interest in the Agreement without the prior written approval of the COUNTY. A Transfer is defined as a sale, sublease, subcontract of Series' interest in this Agreement and/or a change in the composition or ownership of Series, by any cause or for any reason, so that the current existing owners, as set forth in the attached statement of owners and interests, combined, control less than 50% of the equity and/or business control of Series.
- B. A request for Transfer must include information regarding the proposed Transferee, including the name, address, and ownership of Transferee; the nature of Transferee's business; Transferee's character and reputation; and Transferee's current financial statements (certified by an officer, a partner, or an owner of Transferee); and the terms of the proposed Transfer, including the consideration payable by Transferee; and a copy of all documentation concerning the proposed Transfer; and any other information or documentation reasonably requested by COUNTY.
- C. COUNTY may recover its reasonable fees and costs in determining whether or not to approve any Transfer, up to \$10,000, and such fees are due and payable whether or not the Transfer is approved. COUNTY must respond in writing to a request for Transfer within 45 days of submission to COUNTY of pertinent financial data of proposed Transferee.
- D. Notwithstanding any other provision of this Agreement, as the interest granted to Series herein is a personal non-assignable license interest only, COUNTY may withhold its consent to any Transfer in its sole discretion, provided that such discretion shall not be exercised in an arbitrary or unreasonable fashion. Except as to the term and payment schedule set forth in Section II A and Section III A, COUNTY may impose such reasonable conditions upon the transfer as it deems appropriate. Further, any single consent to Transfer shall not be the basis for or implied consent to additional Transfers, and Series shall remain liable under the Agreement, notwithstanding such approved Transfer.

- E. Any Transfer without the prior written approval and consent of COUNTY may, at the option of COUNTY, be viewed as a material and non-curable breach of this Agreement and shall be void.
- F. This Agreement may be assigned by COUNTY to an LSRA facility manager subject to all terms and conditions stipulated within this Agreement.

### **SECTION XI – TERMINATION**

- A. Notwithstanding any other term or condition contained herein, whether express or implied, either Series or COUNTY may terminate this Agreement with cause that is not cured within ninety (90) days and with written notice to the other party.
- B. Except in the case of an attempted Transfer without approval, which shall, at the option of COUNTY, be the basis for immediate termination, COUNTY may terminate this Agreement for breach of terms and conditions of this Agreement or any related annual Agreement for Special Events that are not first remedied upon sixty (60) days written notice.
- C. Notice of termination by either party is effective as of the date the notice is received. Series may terminate the Agreement without penalty and with a full refund of any deposits made if the termination occurs 60 days or greater prior to the event. If Series terminates the Agreement less than 60 days prior to the first day of load in, Series will pay to COUNTY a fee of \$147,500 with the exception of a termination for cause.
- D. Series shall truly observe, fulfill and perform each term, covenant and condition of this Agreement. In case of any breach of any term, covenant or condition of this Agreement and a failure by Series to remedy the same upon thirty (30) days' notice, in addition to all other remedies, including termination of this Agreement, the damages pertaining to said breach shall be taken and deemed to be liquidated damages and shall be recoverable from the principal and sureties upon the faithful performance bond or security.

### **SECTION XII – COUNTY OVERSIGHT AND ACCESS**

- A. COUNTY shall designate the County LSRA Representative for contract management purposes, and Series shall ensure that the LSRA Representative has full access to and complete information regarding all Series' activities as it relates to events held on site per the agreement or as determined to be reasonably necessary to adequately oversee implementation of this Agreement. Failure to provide the LSRA Representative with the access and information set forth herein shall be a Material Default.
- B. Notwithstanding any other provisions of this Agreement, County and its agents shall have the right to enter the Facilities at any time for any appropriate purpose. Denial of such access shall be a Material Default.

**SECTION XIII – NOTICES**

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

COUNTY:	VELOCITY INTERNATIONAL, LLC
County of Monterey	Velocity International, LLC
1441 Schilling Place, 2 <sup>nd</sup> Floor South	336 Bon Aire Center #377
Salinas, CA 93901	Greenbrae, CA 93904
Attn: Chief of Parks	

**SECTION XIV – EQUAL OPPORTUNITY**

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

**SECTION XV – COMPLETE AGREEMENT**

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

**SECTION XVI – CONTROLLING LAW**

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

**SECTION XVII – NO REPRESENTATION OR WARRANTY OF FITNESS**

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

**SECTION XVIII – AGREEMENT SUBORDINATION**

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

- 1) The certain quitclaim deed with the United States as Grantor and the County of Monterey as Grantee dated the 31<sup>st</sup> day of October 1974, and recorded in Reel 944, page 1077, Monterey County Records, as amended on August 6, 1986 and recorded in Monterey County Official Records at Reel 2012 Page 235, and on January 21, 2000 by Document No. 2000082485, Monterey County Official Records, and that certain Use Agreement, permit number 2991 issued by the County Planning Commission on or about October 26, 1983, pursuant to Resolution number 83-376, copies of which are on file at the County Administration Office headquarters at 168 W. Alisal Street, Salinas, California.
- 2) Series acknowledges reading the foregoing documents and knowing the contents thereof.
- 3) Series also acknowledges that COUNTY has the right and authority to enter into agreements with others for the Naming Rights to the LSRA, all or part of its facilities, and independently has the authority and right to change or modify the name of the LSRA at any time and for any reason or for none. In the event that COUNTY decides to change the name of the LSRA or enter into contractual relationships regarding the naming rights for the LSRA as a whole or any structures contained therein, Series agrees that it shall be bound to the use of those names and to honor and not cover over the signage that may become affixed to those structures in the future, if so required by COUNTY. Series to be notified a minimum of 120 days in advance in the event of a change in facility name. Series will not be responsible for updating associated graphics and promotional materials.

## **SECTION XIX – FAITHFUL PERFORMANCE BOND**

- A. Thirty (30) days prior to the event, Series shall provide COUNTY with a bond in the amount of \$30,000 as a security bond to guarantee payment of any monies which may be payable to COUNTY under this Agreement; any damage to LSRA; utility charges, if any; removal by COUNTY of Series' personal property as may be left on the premises in violation of the terms of this Agreement; and cost to COUNTY of restoring premises occupied and left by Series in unsatisfactory condition. Series may at its option provide COUNTY with a certified check as security deposit in lieu of this bond to be held by COUNTY and returned 30 days after COUNTY accepts receipt of LSRA as in acceptable condition upon inspection. COUNTY has the sole right to cash/deposit check and determine amount and method to remit to Series at end of event after County inspection of LSRA.
- B. Neither the provisions of this section, any bond or security accepted by COUNTY pursuant thereto, nor any damages recovered by COUNTY thereunder shall be construed to excuse faithful performance by Series or limit the liability of Series under this Agreement or for damages, either to the full amount of the bond/security or otherwise.

## **SECTION XX – MISCELLANEOUS PROVISIONS**

- A. Amendment: This Agreement may be amended from time to time by mutual consent of the Parties. Such amendments may only be in writing and signed by both parties.
- B. Dispute Resolution: If there are disputes and/or controversies between the Parties relating to the interpretation, construction, performance, termination, breach of, or withdrawal from this Agreement, the Parties shall in good faith meet and confer within twenty-one (21) calendar days after written notice of a dispute has been sent by one Party to the other Party. If the parties are not able to resolve the dispute through informal negotiation, the Parties agree to submit such dispute to formal mediation before resorting to litigation. If the Parties cannot agree upon the identity of a mediator within ten (10) business days after a Party requests mediation, then the Parties shall each select a mediator and those two (20) mediators shall select a third mediator to mediate the dispute. The Parties shall share equally in the cost of the mediator who ultimately mediates the dispute, but neither Party shall be entitled to collect or be reimbursed for other related costs, including but not limited to attorneys' fees. If mediation proves unsuccessful and litigation of any dispute occurs, the prevailing Party shall be entitled to reasonable attorneys' fees, costs, and expenses in addition to any other relief to which the Party may be entitled. If a Party refuses to participate in mediation prior to commencing litigation, that Party shall be deemed to have waived its rights to attorneys' fees and costs as the prevailing Party.
- C. Execution in Parts or Counterparts: This Agreement may be executed in parts or counterparts, each part or counterpart being an exact duplicate of all other parts or counterparts, and all parts or counterparts shall be considered and constituting one complete original and may be attached together when executed by the Parties. Facsimile or electronic signatures shall be binding.

- D. Electronic Signatures: The parties to the Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. section 7001 et seq.; California Government Code Section 16.5; and California Civil Code section 1633.1 et seq. Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF). This Agreement, including all Exhibits is the entire agreement between the parties relating to the Event and may only be modified by written agreement signed by both parties. Each person signing below represents to the other party that they are authorized to sign this Agreement and bind their respective companies to fulfill the obligations contained herein. Nothing in this Agreement is intended to create any rights in or confer any benefits upon any person or entity other than the parties to this Agreement.
- E. Party Authorization: The governing bodies of the Parties have each authorized execution of this Agreement, as evidenced by their respective signatures below.
- F. No Predetermination or Irrevocable Commitment of Resources: Nothing herein shall constitute a determination by County or Series that any action shall be undertaken or that any unconditional or irrevocable commitment of resources shall be made until such time as required compliance with all local, state, or federal laws, including without limitation the California Environmental Quality Act, National Environmental Policy Act, or permit requirements, as applicable, have been completed.

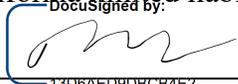
#####

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

COUNTY OF MONTEREY

VELOCITY INTERNATIONAL, LLC,  
a California limited liability company

By: \_\_\_\_\_  
Bryan Flores  
Monterey County Laguna Seca  
Representative

By:  \_\_\_\_\_  
DocuSigned by:  
T3D6AED9DBCB4E2...

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

Jeffrey O'Neill      Owner  
\_\_\_\_\_  
Name and Title

By: \_\_\_\_\_  
Board of Supervisors (if applicable)

Date: 6/24/2022 | 2:32 PM PDT  
\_\_\_\_\_

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

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

\_\_\_\_\_  
Name and Title

Approved as to Form:

 \_\_\_\_\_  
By: \_\_\_\_\_  
DocuSigned by:  
2EF8DC76EE5347F...  
County Counsel

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

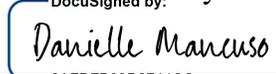
Date: 6/24/2022 | 2:38 PM PDT  
\_\_\_\_\_

Approved as to Fiscal Provisions:

By: \_\_\_\_\_  
Auditor/Controller

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

Approved as to Liability Provisions:

 \_\_\_\_\_  
By: \_\_\_\_\_  
DocuSigned by:  
ZAFDFB99D2744CC...  
Risk Management

6/27/2022 | 10:29 AM PDT

## Appendix A

### Pricing for areas that are outside the listed use dates in Agreement

Newman Building 4 Bay - \$1,500 per day

Newman Building Upstairs Classroom - \$925 per day

Newman Building 2 Bay - \$950 per day

Permanent Garages - \$4,000 per day for all 20 / \$175 per day per garage

Hospitality Suites - \$1,100 per day per Suite

Stewards Office - \$1,000 per day

Timing & Scoring - \$250 per day

\*availability dependent on track renter. Track renter gets first priority on rental

Hospitality Pavilion - \$3,500 per day

6' Picket Fence - \$18 per panel

Skilled Labor (i.e., operating heavy equipment) - \$70 per hour per person

Nonskilled Labor - \$40 per hour per person

## **Appendix B**

### Schedule of Facility Usage

#### Partial Paddock Area for Load-In

- October 2<sup>nd</sup> at 7:00pm
- Areas to be outlined in Appendix D
- Track Renter gets first priority

#### Lakebed

- October 6<sup>th</sup> at 6:00am – October 18 at 10:00pm

#### Parking Areas

- October 10<sup>th</sup> at 6:00am – October 18<sup>th</sup> at 10:00pm

#### Main Paddock, Suites, Garages, and Temporary Garages

- October 10<sup>th</sup> at 6:00am – October 19<sup>th</sup> at 10:00pm

#### Track, Stewards Room, Triple Tall

- October 10<sup>th</sup> at 6:00am – October 19<sup>th</sup> at 6:00pm

#### 4 Bay Newman Garage

- October 10<sup>th</sup> at 6:00am – October 19 at 6:00pm

#### Load-Out

- Remaining paddock areas – October 21 at 10:00pm

#### Event Days

- Unlimited Sound
- October 14<sup>th</sup> – 16<sup>th</sup> from 8:00am – 6:00pm
- Optional track day on October 13<sup>th</sup>, sound levels not to exceed 92dB

Appendix C  
Facility Use Application



## County of Monterey - Parks Facility Use Application

Application Date: 06.21.2022

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: WeatherTech Raceway Laguna Seca
- b. Park Area(s): Track, campgrounds, facilities, parking areas
- c. Set Up Date(s): Oct. 2, 2022 - Oct. 13, 2022
- d. Setup Time(s): Oct. 2, 2022, 7:00pm - 10:00pm; Oct. 3 - 13, 2022, 7:00am - 10:00pm
- e. Event Date(s): Oct. 14 - 16, 2022
- f. Event Time(s): 7:00am - 7:00pm
- g. Cleanup Date(s): Oct. 16, 2022 - Oct. 21, 2022
- h. Cleanup Time(s): Oct. 16, 2022, 5:00pm - 10:00pm; Oct. 17-21, 2022 7:00am - 10:00pm
- i. Event: 2022 Velocity Invitational

### 2. APPLICANT ORGANIZATION

- a. Applicant Velocity International, Ryan Turri, General Manager
- b. Applicant Type  
 Private/Commercial     Non-Profit (# \_\_\_\_\_)     Government Agency
- c. Address: 336 Bon Aire Center #377, Greenbrae, CA 93904  
 \_\_\_\_\_  
 \_\_\_\_\_
- d. Event Contact Name: Ryan Turri, General Manager
- e. Phone Number: 415-935-1190
- f. Email Address: ryan@velocityinvitational.com

3. EVENT DESCRIPTION

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

Vintage Motorsports Event, including vehicle racing on track, sponsor exhibitions and guest hospitality showcasing local vendors. Oct. 14-16th are open to the general public from 7:00am - 6:00pm. There will be after-hours events on Friday and Saturday Oct. 14th and 15th to welcome the drivers and our sponsors. These might be off site at private venues, or at the tracks Turn 1 Hospitality pavilion (TBD based on sponsor involvement).

b. Special Requests or Accommodations:

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

c. Total Attendance (including staff, spectators, participants): 14,500 (Oct. 14: 4,000; Oct. 15: 6,500; Oct. 16: 4,000)

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

Method of limiting attendance to the maximum number of persons permitted by the County of Monterey: Monitored and limited ticket sales and driver entries.

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

e. Applicant will have not less than 75 employees and 75 volunteers in the Monterey County Park facility during the entire duration of the event.

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

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

4. VENDORS AND EQUIPMENT

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

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

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

b. Is Electricity required for event?  Yes  No

If yes, describe: General power for race operation and hospitality venue use.

c. Will additional lighting be required?  Yes  No

If yes, describe: We place additional generator towers in the paddock and lots for safety, as well as lights in the various tents.

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

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

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

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

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

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

If yes, please list all vendors: Portabellos, Coastal Roots, 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) \_\_\_\_\_  
Temporary tent structures from 10' x 10' to 40' x 240'. A full tent package with all specs for permitting  
is submitted to the county for permitting.

\_\_\_\_\_

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

Sunbelt, Choura, Star Sanit;

\_\_\_\_\_

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

If yes, please list vendors selling and/or serving alcohol: Best Beverage Catering  
Best Beverage Catering

\_\_\_\_\_

**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.

To celebrate vintage motorsports and local food, art and cuisine. The event requires the use of a reputable track. The location in

Monterey County further allows us to showcase the local lifestyle and cuisine in the  
festival atmosphere the event aspires too.

\_\_\_\_\_

- b. List of applicants proposed fees/ charges:

Admission/ Entrance Ticket: \$0 - \$13,000

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

Participation: \$1150 - \$1650

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

c. Estimate of gross receipts: \$2,000,000.00+

d. Estimate net profit: \$0

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

Please see appendix A

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):

TBD

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

Highway traffic ingress and egress will be coordinated with California Highway patrol for Highway 68 access and Del Rey Oaks PD for South Boundary Road management/access. VI has developed an on-site parking plan with the track's volunteer coordinator that utilizes Volunteers to park guests within the facility lots.

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: Star Sanitation

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

Date of placement: Oct. 11, 2022

Date of removal: Oct. 17, 2022

Date(s) of service: Oct. 12-16, 2022

Portable Toilet Units: 11

ADA Accessible Portable Toilet Units: 2

Handwashing Stations: 5

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

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

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

Blue Strike Environmental will manage onsite waste management program.

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

AMR services to provide two track and one public facing unit. WRLS's first aid group will also be onsite to service the public needs.

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

On-site security provided by Miller Security, Monterey County Sheriff's Department to provide on-site officers for all event days.

On-site security provided by Miller Security, Monterey County Sheriff's Department to provide on-site officers for all event days.

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:

Monterey County Regional Fire Department to provide on-site incident response service on days with attendance over 5000.

This service includes one engine with three personnel and one ATV with two personnel

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

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

**6. ADDITIONAL TERMS**

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

## 7. INDEMNIFICATION

### STATEMENT OF INDEMNIFICATION AND HOLD HARMLESS

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

## 8. SUBMITTAL INSTRUCTIONS

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

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

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

**Via Mail/In Person:**

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

**Email:**

parks@co.monterey.ca.us

Any misrepresentation in this application or deviation from the final permit conditions may result in immediate revocation of the event permit and the canceling of the event.

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

**REQUESTED BY:**

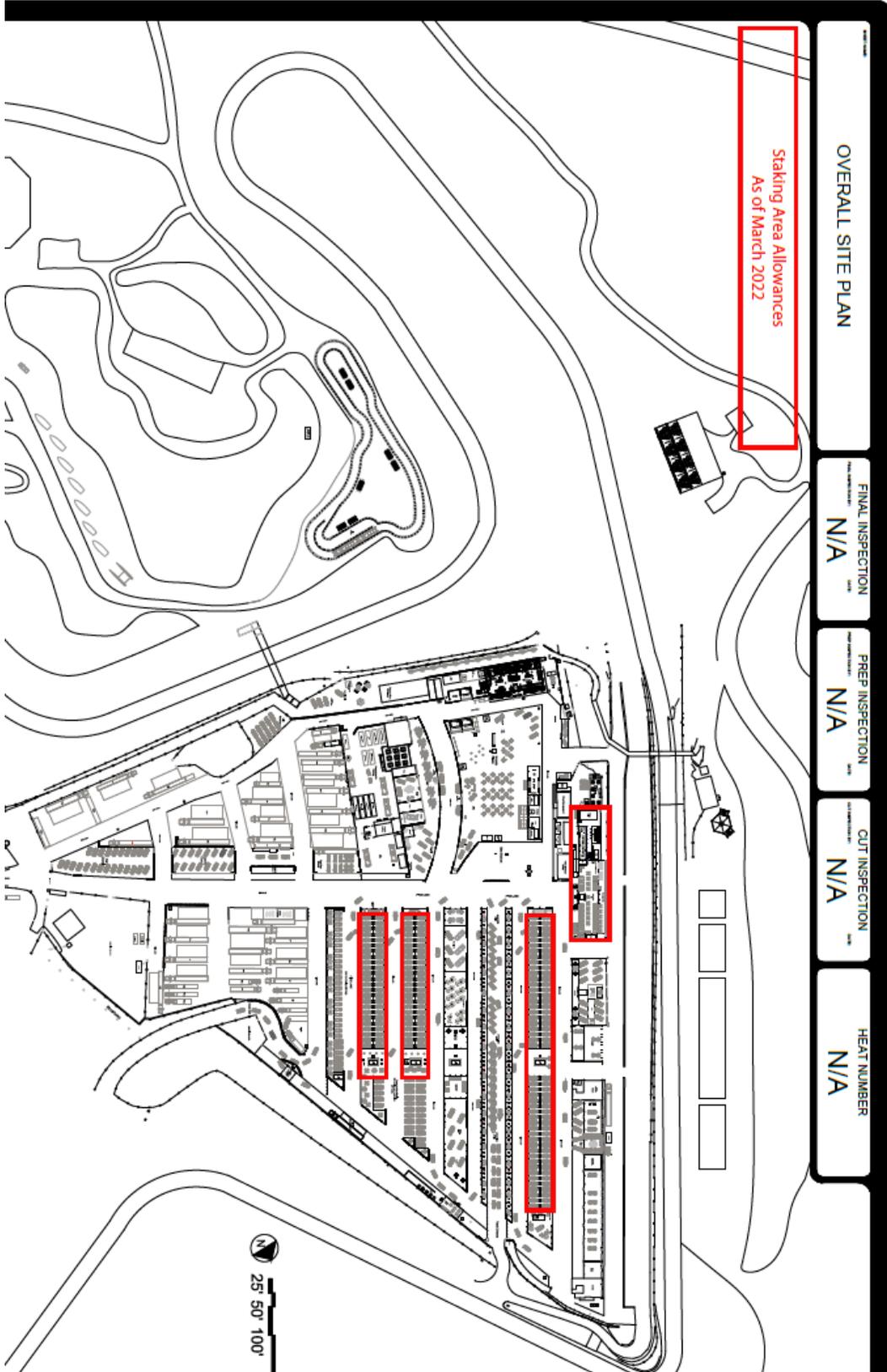
	Ryan Turri	06.21.2022
Signature	Print Name	Date
336 Bon Aire Center #377	Greenbrae	CA 93904
Address	City	State Zip
415-935-1190	ryan@velocityinvitational.com	
Phone	Email	

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 \_\_\_\_\_

# Appendix D



“Quiet Hours” Defined as no drilling or staking

Oct. 2	Oct. 3	Oct. 4	Oct. 5	Oct. 6	Oct. 7	Oct. 8 Sat
<p><b>*Sweeping of Turn 3 area and DL area by W/RLS</b></p> <p>7:00pm</p> <ul style="list-style-type: none"> <li>Truck arrival</li> <li>Fencing of designated work areas</li> <li>Driver's club staking</li> <li>Turn 3 area load in</li> <li>Office set up in Newmnan 2 bay garages</li> <li>Boneyard area behind the Newmnan Building garages available</li> </ul> <p><b>*No drilling or staking after 10:00pm per noise ordinance</b></p>	<p><b>Track rental: Skip Barber</b></p> <p>6:00am</p> <ul style="list-style-type: none"> <li>Turn 3 area load in</li> <li>Staking at Drivers Club and back paddock garage tents allowed during day</li> <li>Back paddock build (no turf)</li> </ul> <p><b>*No drilling or staking after 10:00pm per noise ordinance</b></p>	<p><b>Track rental: Skip Barber</b></p> <p>6:00am</p> <ul style="list-style-type: none"> <li>Turn 3 area load in</li> <li>Quiet work on the Driver's Lounge during the day</li> <li>8:00am to 5:00pm</li> <li>Back paddock build (no turf)</li> </ul> <p><b>*No drilling or staking after 10:00pm per noise ordinance</b></p>	<p><b>Track rental: Skip Barber</b></p> <p>6:00am</p> <ul style="list-style-type: none"> <li>Turn 3 area load in</li> <li>Quiet work on the Driver's Lounge during the day</li> <li>8:00am to 5:00pm</li> <li>Back paddock build (no turf)</li> </ul> <p><b>*No drilling or staking after 10:00pm per noise ordinance</b></p>	<p><b>Track rental: Skip Barber</b></p> <p><b>*Lakebed area swept if needed by W/RLS</b></p> <p>6:00am</p> <ul style="list-style-type: none"> <li>Lake bed, Hospitality Island, Turn 2 parking, Turn 4 shelf available</li> </ul> <p>6:00pm</p> <ul style="list-style-type: none"> <li>Back paddock tents complete <b>if staking is allowed prior to Oct. 5th</b></li> <li><b>AFM load in</b></li> </ul> <p><b>*AFM could potentially use the back tents</b></p>	<p><b>AFM</b></p> <p>6:00am</p> <ul style="list-style-type: none"> <li>Turn 3 area load in</li> <li>Quiet work on the Driver's Lounge during the day</li> <li>8:00am to 5:00pm</li> </ul>	<p><b>AFM</b></p> <p>6:00am</p> <ul style="list-style-type: none"> <li>Turn 3 area load in</li> <li>Quiet work on the Driver's Lounge during the day</li> <li>8:00am to 5:00pm</li> </ul>

Oct. 9 Sun	<p><b>AFM</b></p> <p>6:00am</p> <ul style="list-style-type: none"> <li>• Turn 3 area load in</li> <li>• Quiet work on the Driver's Lounge during the day</li> </ul> <p>8:00am to 5:00pm</p> <p>5:00pm</p> <p><b>*Paddock sweeping by WRLS</b></p> <p>6:00pm</p> <ul style="list-style-type: none"> <li>• Full paddock build</li> <li>• Auxiliary building available</li> </ul> <p>*No drilling or staking after 10:00pm per noise ordinance</p>	Oct.10 Mon	<p>6:00am</p> <ul style="list-style-type: none"> <li>• Red 9, Wolf Hill, Blue 2 parking available</li> <li>• Paddock and suites, garages available</li> <li>• Racetrack, Stewards building, timing and scoring, triple tall available</li> <li>• Newman buildings available</li> </ul> <p>*No drilling or staking after 10:00pm per noise ordinance</p>	Oct. 11 Tues	<p>6:00am</p> <ul style="list-style-type: none"> <li>• Graphics may be installed on track</li> </ul> <p>*No drilling or staking after 10:00pm per noise ordinance</p>	Oct. 12 Wed	<p>6:00am</p> <ul style="list-style-type: none"> <li>• Turn 3 Pavilion available</li> </ul> <p><b>*Paddock sweeping by VI</b></p>	Oct. 13 Thus	<p>6:00am</p> <p>Participant vehicle load in</p> <p>2:00pm</p> <ul style="list-style-type: none"> <li>• Camping opens</li> </ul>	Oct. 14 Fri	Event day 1	Oct. 15 Sat	Event day 2
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<p>Oct. 16 Sun</p>	<p>Event day 3</p> <ul style="list-style-type: none"> <li>5:00pm</li> <li>Full paddock strike</li> </ul>	<p>Oct. 17 Mon</p> <ul style="list-style-type: none"> <li>6:00 am</li> <li>Full paddock strike</li> <li>Turn 3 Pavilion strike</li> <li>Camping check-out</li> </ul>	<p>Oct. 18 Tues</p> <ul style="list-style-type: none"> <li>6:00 am</li> <li>Full paddock strike</li> <li>5:00 pm</li> <li>*Lakebed sweeping by VI</li> <li>10:00 pm</li> <li>Lakebed clear</li> </ul>	<p>Oct. 19 Wed</p> <p><b>Lakebed rental</b></p> <ul style="list-style-type: none"> <li>6:00 am</li> <li>Full paddock strike</li> <li>Assemble fencing around designated strike areas if needed</li> <li>5:00 pm</li> <li>*Paddock sweeping by VI</li> <li>10:00pm:</li> <li>Areas clear: Red 9, Wolf Hill, Blue 2 parking, Paddock and suites, garages, Newman building</li> <li>Racetrack, Stewards building, timing and scoring, triple tall</li> </ul> <p>*Series to provide notice 90 days prior to this day if it is no longer required as a full track rental day</p>	<p>Oct. 20 Thurs</p> <p><b>Lakebed rental</b></p> <ul style="list-style-type: none"> <li>6:00 am</li> <li>Partial strike</li> <li>DL strike continues</li> <li>Staff parking is allowed in all lots</li> </ul>	<p>Oct. 21 Fri</p> <p><b>Track rental</b></p> <ul style="list-style-type: none"> <li>6:00 am</li> <li>Partial strike</li> <li>DL strike continues</li> <li>10:00pm</li> <li>All areas clear</li> </ul>	<p>Oct. 22 Sat</p> <p><b>Track rental</b></p>
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## Appendix E

**PLANS**

A. In order to help ensure that your event is successful from an operational standpoint, the County Parks Division, together with other agencies, may require that you develop and supply to us certain plans. These plans will address one or more of the following aspects of your event. They may be composed of, but are not limited to, maps, narrative descriptions, other agency correspondence, applications, licenses, etc. Plans required for your event are checked as follows:

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

B. CONCESSIONAIRE is responsible for securing planning, building and encroachment permits from Monterey County Public Works, Facilities & Parks (PWFP.) It is recommended that the SERIES contact PWFP a minimum of 90-180 days in advance of EVENT to allow plenty of time for the process and to avoid penalty fees. Penalty fees may be assessed for anything less than 60 days in advance. Contact information will be provided by COUNTY.

C. It is possible that all required information may be contained on a single map with accompanying narrative descriptions. This determination will be dependent in large part on the size and complexity of your event.

D. The following will give you some idea of what various plans are expected to contain. All items may not be applicable to your event.

**I. SITE PLAN**

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

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

- g) Ticket Sales
- h) Parking Areas
- o) Handicapped (Disabled) Parking
- p) Fuel Storage Area

## **II. COMMUNICATIONS PLAN (A Narrative)**

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

## **III. MEDICAL PLAN**

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

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

- A. List names of persons responsible for parking and traffic control with their work schedules.

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

**V. SANITATION PLAN**

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

**VI. CAMPING PLAN**

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

**VII. SECURITY PLAN**

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

- A. First, there are the security requirements that **you** will want for various aspects of your event (i.e., general crowd control, entry point management, equipment, vendor

booths, alcohol sales, etc.). Pre and post event security for equipment, vehicles, vendor booths etc., should also be planned. Your plan should clearly state:

- 1) The name(s) of persons responsible for this aspect of your event together with their work schedules and how they can be contacted.
  - 2) The total number of security personnel, their assignments, how they will be communicated with, how will they be identified, and their work schedules.
- B. Second, there are the security requirements that ***others*** will require of you in order for your application to be approved. Normally these requirements will come from the County and Sheriff's Department, who have jurisdiction within Monterey County Parks.
- C. The Sheriff's Office may require that you furnish additional security or security information. The determination of what is acceptable will be determined by the Sheriff's Office. Should the Sheriff's Office require that one or more of their units be on site during the event, you are required to fill out an "Application for Special Police Protection." This form is available through the Sheriff's Office or the Parks Department.

#### **VIII. ACCESSIBILITY PLAN**

The plan must describe, in narrative form, numbers and locations of accessible parking and restrooms and accessibility to all areas of the event and how it will be accomplished.

#### **IX. ANIMAL CONTROL PLAN**

The plan must address, in narrative form, the following: advertisement of restrictions, entrance control, vaccination verification, alternative to bringing pets in the park and temporary holding facility options. Other animal control related issues should be addressed as necessary.