

SPECIAL EVENT AGREEMENT BETWEEN  
& COUNTY OF MONTEREY and SPARTAN RACE, INC.

This Special Event Agreement ("Agreement") 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".

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

**1.0 GENERAL DESCRIPTION**

- 1.1 CONCESSIONAIRE desires to secure from the COUNTY certain rights and privileges and to conduct Monterey Super and Sprint Weekend Spartan Race Event ("Event") on the following dates: June 9 and June 10, 2018 to be held at Toro Park ("Facility"), in Monterey County, California.
- 1.2 COUNTY hereby grants to the CONCESSIONAIRE the right to occupy the Facility for the purposes hereinafter set forth, subject to the terms and conditions of this Agreement:
  - 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.
  - 1.2.3 During the term of this Agreement, no more than a total of Ten Thousand (10,000) attendees may participate in the program, including all staff, volunteers and participants.
  - 1.2.4 CONCESSIONAIRE shall be allowed to begin Event set up Tuesday, May 31, 2018 at 7:00 am and will complete all tear down, clean up and remediation of the property no later than June 13, 2018 at 7:00 pm.
  - 1.2.5 CONCESSIONAIRE agrees that the Park will be open to the public all days except the Event day's (Saturday, June 9, 2018, and Sunday June 10, 2018). CONCESSIONAIRE will build the race course and obstacles in a manner that does not interfere with public use of the Park on a commercially reasonable basis and obstacles shall be secured from public use. COUNTY shall not reserve group areas during this time. CONCESSIONAIRE shall have the right to exclude the public from use of park areas where construction of the race course and/or obstacles is taking place.

**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 Concession Agreement 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 issues.
  - 2.2.2 Check the identification of all guests and make certain that those without acceptable ID, and are 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 the 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 clean-up directly related to, or directly arising from, the service of alcohol.

### **3.0 PAYMENT PROVISIONS**

- 3.1 CONCESSIONAIRE agrees to pay to COUNTY for the rights and privileges hereby granted.
- 3.2 A total Site Fee of Seventy Five Thousand Dollars (\$75,000.00) due and payable as follows below.
- 3.3 Fifty Thousand Dollars (\$50,000.00) balance payment due on June 1, 2018.
- 3.4 Upon approval of this Agreement by CONCESSIONAIRE, CONCESSIONAIRE shall pay to COUNTY a non-refundable deposit of Twenty Five Thousand Dollars (\$25,000.00), payable not later than Three (3) Days after County approval of this Agreement. The deposit will be applied to the full payment due COUNTY for the Event.
- 3.5 Not later than Three (3) Days after County approval of this Agreement, CONCESSIONAIRE shall provide COUNTY with a Fifty Thousand Dollars (\$50,000.00) certified check payable to COUNTY as security to guarantee payment of:
  - 3.5.1 Any money which may be payable to COUNTY under this Agreement.
  - 3.5.2 Any damage to park property.
  - 3.5.3 Utility charges, if any.
  - 3.5.4 Removal by COUNTY of such of CONCESSIONAIRE's personal property as may be left on the premises in violation of terms of this Agreement.
  - 3.5.5 Cost to COUNTY of restoring premises occupied and left by CONCESSIONAIRE in unsatisfactory condition in contravention to the restoration procedures described herein.
  - 3.5.6 COUNTY will return this security, or unused portions of this security, within one hundred Ninety (90) 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 Agreement or for damages, either to the full amount of the bond/security or otherwise.

### **4.0 SPECIAL EVENT APPLICATION**

- 4.1 A Special Use Event Application, attached to this Agreement, has been completed and submitted by the CONCESSIONAIRE to the COUNTY at least two (2) weeks prior to the execution of this Agreement. This aforementioned application includes the reasons why the proposed Event is considered compatible with the use of the COUNTY Parks System, list of fees and charges proposed, methods for collecting special use fees, maximum attendance at 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 Agreement constitutes an approval of the Special Use Event Application, Exhibit A, attached hereto and all statements therein made become a part of the terms and conditions of this Agreement.

## **5.0 CONCESSIONAIRE'S GENERAL OBLIGATIONS**

- 5.1 CONCESSIONAIRE shall be required to obtain all permits and licenses, and obey all laws related to and/or required to engage in the Event, its conduct, and its performance under this Agreement. This may include, but is not limited to, the Monterey County Regional Fire District, California Highway Patrol, Federal Aviation Administration, Monterey County Public Health and Sheriff's Office and CalTrans.
- 5.2 CONCESSIONAIRE will furnish copies of all permits or authorizations from outside agencies, as appropriate, to the COUNTY at least two (2) weeks prior to the Event.
- 5.3 CONCESSIONAIRE shall be solely responsible for the selection and employment of any and all staff members.
- 5.4 CONCESSIONAIRE staff are specifically not COUNTY employees.
- 5.5 CONCESSIONAIRE shall complete all required plans and approvals for each Event at least sixty (60) days prior to the Event as outlined in the Plans section of this Agreement.
- 5.6 CONCESSIONAIRE shall not commit or permit any injury or damage to any part of Facility, or its appurtenances nor any waste thereon. All property utilized by CONCESSIONAIRE in the course of the operations contemplated hereby shall be returned to COUNTY in the same condition or repair after each program use, reasonable wear and tear excepted.
- 5.7 Only existing trails may be used. New trails may not be constructed in any area.
- 5.8 CONCESSIONAIRE shall promptly return COUNTY property to original condition.
- 5.9 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 will complete all environmental repairs, as agreed to with Resource Management Agency - Parks Department 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.

A mandatory walk-through of the Facility before the Event shall be on May 31, 2018 and after the Event shall be on June 13, 2018 with a representative from the CONCESSIONAIRE and one from the COUNTY is required. Walk-throughs shall be documented with notes and photographs, and agreed upon by both parties.

- 5.10 On the walkthrough to be conducted on June 13, 2018, the Parties will mutually agree on any restoration. No later than three (3) days following the initial walkthrough, County shall provide a written Restoration Letter reflecting the mutually understood discussions during the Walkthrough. CONCESSIONAIRE shall return areas used by CONCESSIONAIRE to Pre-Event, reasonable wear and tear accepted as allowed herein, condition, and in compliance with the Restoration Letter to satisfaction of COUNTY as established during Pre-Event walk through with COUNTY and CONCESSIONAIRE'S representatives. 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 as agreed in the Restoration Letter as soon as possible within seven (7) days following the June 13, 2018 mandatory walkthrough.
- 5.11 CONCESSIONAIRE, its agents, employees, and patrons shall be bound by all existing federal, state,

and COUNTY laws, ordinances, regulations and use permits that apply to the Facility and CONCESSIONAIRE's operations.

- 5.12 CONCESSIONAIRE, shall be responsible for and promptly pay all taxes and assessments of any kind whatsoever assessed or levied for the use of the premises, including but not limited to a taxable possessory interest if one is created by this Agreement. The payments of any such taxes, assessments or charges shall not constitute cause for modification of fees payable by CONCESSIONAIRE to COUNTY pursuant to this Agreement.
- 5.13 It is mutually agreed that this Agreement and the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of the COUNTY.
- 5.14 CONCESSIONAIRE shall be responsible for all set up and clean up and shall engage to the full extent possible with recycling activities.
- 5.15 COUNTY shall provide trash cans and recycle containers. CONCESSIONAIRE shall remove trash and recycling from the facility following the Event.
- 5.16 CONCESSIONAIRE shall be responsible for paying for chemical toilets as required by the California Plumbing Code 2016 Table 422.1 for A-5 Occupancy (outdoor activities) as confirmed by the Deputy Director of Public Works & Facilities. All costs associated with the chemical toilets shall be borne by the CONCESSIONAIRE.
- 5.17 Except as otherwise explicitly described herein or with regards to any person acting under the color of law, CONCESSIONAIRE shall not allow entry or access to said Facility who is not staff or participants associated with the Event.
- 5.18 CONCESSIONAIRE shall not commit or permit any injury or damage to any part of Facility or their appurtenances nor any waste thereon.
- 5.19 CONCESSIONAIRE shall promptly arrange and pay to have repairs made for any damage, reasonable wear and tear excepted, to Facility arising out of CONCESSIONAIRE's operation hereunder within seven (7) days following the Event.
- 5.20 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 will be due within seven (7) days of receipt.

## **6.0 INDEMNIFICATION**

- 6.1 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 Agreement, 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 Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONCESSIONAIRE's performance" includes CONCESSIONAIRE's action or inaction and the action or inaction of CONCESSIONAIRES's officers, employees, agents and subcontractors.

## **7.0 INSURANCE & EVIDENCE OF COVERAGE**

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

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

- 7.2 Qualifying Insurers: All insurance required by this Agreement shall be with a company acceptable to COUNTY and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by COUNTY.

- 7.3 Insurance Coverage Requirements: Without limiting CONCESSIONAIRE's duty to indemnify, CONCESSIONAIRE shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the minimum limits of liability as listed in this section.

Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, with a combined single limit for Bodily Injury and Property Damage of not less than \$2,000,000 per occurrence, \$20,000,000 in aggregate; provided, however, that \$18,000,000 of such aggregate coverage shall be comprised of so called "Excess" or "Umbrella" liability coverage.

Business Automobile Liability Insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$2,000,000 per occurrence.

Worker's Compensation Insurance of CONCESSIONAIRE employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

Liquor liability insurance (held by CONCESSIONAIRE'S third party beverage vendor where applicable), with limits not less than \$2,000,000 each occurrence combined single limit for Bodily Injury and Property Damage.

Commercial general liability and automobile liability policies required by this Agreement 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 the CONCESSIONAIRE's insurance.



7.4 Other Insurance Requirements:

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

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

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

**8.0 RELATIONSHIP**

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

**9.0 RULES AND REGULATIONS**

- 9.1 All Rules and Regulations set forth in Exhibit B, are hereby made a part of this Agreement, and the CONCESSIONAIRE agrees that it has read this Agreement and said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing by the parties hereto.
- 9.2 In the event the CONCESSIONAIRE materially breaches the terms of this Agreement and/or fails to materially comply with the Rules and Regulations incorporated herein; County shall immediately notify CONCESSIONAIRE in writing identifying CONCESSIONAIRE'S material breach of the Agreement and/or failure to materially comply with applicable Rules and Regulations. Upon receipt of such notice, CONCESSIONAIRE shall have forty eight (48) hours to cure such material breach or remedy such material failure to comply with the applicable Rules and Regulation. Where CONCESSIONAIRE fails to cure such material breach or materially comply with applicable Rules and Regulation, County may, in its sole discretion, deem all payments for this concession space earned and nonrefundable by the COUNTY, and the COUNTY shall have the right to terminate this Agreement and reenter and use the space in any manner deemed in the best interests of the COUNTY.

**10.0 MISCELLANEOUS PROVISIONS**

- 10.1 Notices to the parties to this Agreement shall be to the parties and their Agreement representatives indicated in the signature section below.

- 10.2 This Agreement is not binding upon the COUNTY until it has been duly accepted and signed by its authorized representative.
- 10.3 If the Event is cancelled, CONCESSIONAIRE is responsible for all refunds that may apply and will hold the COUNTY harmless as to any claims by anyone who has a refund of such pre-payment for admission, participation in the event or any other payment.
- 10.4 The CONCESSIONAIRE agrees that any authorized representative of COUNTY shall have access to said premises at all times.
- 10.5 CONCESSIONAIRE must furnish his/her own tables and chairs for the Event. Only onsite picnic tables will be furnished by the COUNTY. All picnic tables, if moved for your Event, must be returned to original locations after the Event.
- 10.6 CONCESSIONAIRE shall abide by COUNTY quiet hours, 10:00 pm-7:00 am. Any and all use of amplified sound must be directed away from local residential areas. CONCESSIONAIRE must comply with Monterey County Code Chapter 10.60 - Noise Control.
- 10.7 It is mutually understood and agreed that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein and no alterations or variations of the terms hereto, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
- 10.8 Notices to the parties to this Agreement shall be to the parties and their Agreement representatives indicated in the signature section below.
- 10.9 No part of this Agreement 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.
- 10.10 In the event of any conflict or inconsistency between the provisions of this Agreement and the provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.
- 10.11 NO REPRESENTATION OR WARRANTY OF FITNESS. CONCESSIONAIRE acknowledges that it has been advised by COUNTY that the conditions which CONCESSIONAIRE is authorized to use in accordance with this Agreement has not been represented as being fit for CONCESSIONAIRE's intended use or for any particular use. CONCESSIONAIRE acknowledges that it has been advised to inspect the condition, facilities, and other areas CONCESSIONAIRE is permitted to use hereunder prior to the issuance of this agreement, and/or prior to CONCESSIONAIRE's actual use from time to time. Based upon CONCESSIONAIRE's personal inspection or upon CONCESSIONAIRE's right to inspect, CONCESSIONAIRE further acknowledges that the conditions, facilities, and other areas are safe and adequate for CONCESSIONAIRE's intended use. CONCESSIONAIRE shall be responsible for all equipment and for adequate safeguards for the protection of CONCESSIONAIRE and others.
- 10.12 COUNTY and CONCESSIONAIRE shall be relieved of their obligation to the other if unable to perform the terms and conditions of this Agreement by virtue of governmental regulations or order, or by strike or war (declared or undeclared) or other calamity such as fire, earthquake, hurricane, or similar acts of God, or because of other similar or dissimilar cause or causes beyond their control.

IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of the parties hereto the day and year first below written.

CONCESSIONAIRE

By 

Date 5-7-18

Name JEFFREY CONNOR

Title COO

Address 234 Congress St, 5th floor

Boston, MA 02110

COUNTY OF MONTEREY

By \_\_\_\_\_

Date \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

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

- Attachments:
- Exhibit A Special Use Event Application
  - Exhibit B Rules and Regulations Governing Special Events
  - Exhibit C Special Provisions
  - Exhibit D Plans
  - Exhibit E Prohibited Areas

Approved as to form by County Counsel.



**COUNTY OF MONTEREY  
PARKS DEPARTMENT  
SPECIAL USE EVENT APPLICATION**

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

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

**Spartan Race Inc**

(Name of Applicant/Host Organization)

, as a concessionaire, to make use of the

Park Name: **Toro County Park**

Park Area(s): **All Lawns, Trails, Special Use Areas and Parking Lots**

Set Up Dates/Times: **Friday, June 1st, 2018 - Friday, June 8th, 2018 - 7 am - 7 pm daily**

Event Dates/Times: **Saturday June, 9th, 2018 - Sunday June, 10, 2018 - 4 am - 11 pm daily**

Cleanup Dates/Times: **Monday, June 11, 2018 - Wednesday, June 12, 2018 - 7 am - 7 pm daily**

for **Monterey Spartan Super/Sprint 2018**, subject to the following conditions:  
(Event Name)

1. Contact name: **Seamus Queally**
  - a. Phone and Cell Phone: **617-874-6249**
  - b. email: **seamusq@spartan.com**
2. Event Description (including programs, activities, entertainment and schedule):  
**See Attached Page**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
3. Attendance:  
Minimum attendance: **4,000 including spectators and participants each day**  
Maximum attendance. (The County may limit maximum attendance at its discretion):  
**7,000 including spectators and participants each day**
4. Method of limiting attendance to the maximum number of persons permitted by the County:  
**Registration limits and pre-sale spectator entries as needed**  
\_\_\_\_\_
5. Event will have amplified music: ☒ Yes ☐ No  
If yes, applicant shall complete the Amplified Music Permit Form.
6. If this event is a fundraiser, list the beneficiaries: **N/A**  
\_\_\_\_\_
7. Applicant will have not less than **100** employees and **400** volunteers in the Park unit during the period of this Special Use Event.

8. Applicant must provide the following information (responses may be submitted on a separate sheet if they do not fit in the space provided):
- a. Purpose of the proposed event, the necessity therefore, and the reason why it is considered to be compatible with the use of the Monterey County Park system:  
See Attached Page  
\_\_\_\_\_  
\_\_\_\_\_
  - b. List of applicant's proposed fees/charges:  
Admission/Entrance Ticket: \$20-\$25 for spectators/kids race  
Vendor Space: \$2,500+  
Participation: \$94-\$140  
Other: N/A
  - c. Estimated gross receipts: \$300,000
  - d. Estimated net profit: \$25,000
  - e. Method of garbage collection and disposal to be used: See Attached Page  
\_\_\_\_\_
  - f. List of vendors and items they are selling during the event (event and vendors permitted as required by Monterey County Health Department and Monterey County Regional Fire District):
    - 1. Spartan Race/Reebok- Merchandise/Apparels/Souvenirs
    - 2. Food Vendors- TBD
    - 3. Beer Vendor- TBD
    - 4. Clif Bar- Food Samples
    - 5. Fitaid- Beverage Samples
    - 6. Other Vendors/sponsors-TBD
  - g. Proposed fire control measures and additional firefighting equipment to be furnished by applicant as required by the Director of Parks, his designee or the local fire marshal:  
Water Suppression, fire extinguishers and Local Fire Department Personnel on standby at the event as needed
  - h. Proposed first-aid service to be supplied by applicant, including ambulance services, doctors or nurses: First Aid attendants, mobile first responders and paramedics, EMTs, and ALS ambulances on standby, further measures as recommended upon review of Medical Plan
  - i. Additional police protection or security (provided by applicant and at their expense):  
Traffic Plan will determine numbers and need of police and third party/ traffic control company
  - j. Parking and Traffic Plans and Personnel, as required for traffic control (provided by applicant and at their expense):  
Parking and Traffic Plan will for mor the most part mirror the 2016 plan with minor changes. Estimated 25 parking attendants, parking control staff, and 6 directional signs on Hwy 68 will be used

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

Vendor providing services: TBD (Likely United Sites Services)

Location(s) of additional facilities: In the "Festival Area" by Toro Badger Flats picnic area, Laguna Seca Purple parking, and around course as needed

Date of placement: Tuesday, May 30th, 2017

Date of removal: Monday, June 5th, 2017

Date(s) of service: Saturday, June 3rd and Monday June 5th, 2017

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

TBD

9. Applicant may be required to post a cash bond with the County, depending on circumstances of the special event and probabilities of damage.
10. The Director of Parks or his designee may terminate any special event activity when he deems it is necessary for the safety and enjoyment of the public, for the protection of resources, or for violation of any rules and regulations of the County Park System.
11. Additional details will be addressed in an agreement between parties and additional detailed plans may be required. Applicant does not have a binding agreement with COUNTY until application and agreement have been duly accepted and signed by its authorized representative.
12. Contacts in regard to the permit generally may be made through the Special Events Manager or designee by calling (831) 755-4895.

REQUESTED BY:

(Signature)

Jeffrey Connor

(Name)

C.O.O

(Title)

12/3/2017

(Date)

234 congress st.

Boston, MA 02110

(Address)

617-874-6249

(Phone)

COUNTY OF MONTEREY:

(Signature)

Carl Holm

(Name)

Director of RMA-Parks

(Title)

(Date)

168 W. Alisal St., 2<sup>nd</sup> Floor

Salinas, CA 93901

(Address)

**For Park use only:**

Fees to be paid to County (for entrance to the Park) will be collected as shown and explained below:

Site Rental Fees: \_\_\_\_\_

Day Use Vehicle Fees: \_\_\_\_\_

Parks Staff at Gate: \_\_\_\_\_

Event Staff at Gate: \_\_\_\_\_

Applicant will pay for all attendees: \_\_\_\_\_

Per Person Participation Fee: \_\_\_\_\_

(based on box office or ticket sales records)

Guaranteed Minimum: \_\_\_\_\_

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

**MONTEREY COUNTY RESOURCE MANAGEMENT AGENCY - 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 Parks rules and regulations.
4. Concessionaires and their employees, 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 the 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 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 largest extent possible.
6. All buildings, tents, or enclosures erected under the terms of a Concession Agreement 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 Resource Management Agency (RMA). It is recommended that concessionaires contact RMA a minimum of 90-180 days in advance of an event to allow plenty of time for the process and to avoid penalty fees. Penalty fees may be assessed for anything less than 60 days in advance. Contact information will be provided by the County.
8. Concessionaires will conduct the privileges granted in the Concession Agreement according to all the rules and requirements of the State Department of Public Health and local health authorities, and without infringement upon the rights and privileges of others. 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 Concession Agreement.
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 Concession Agreement.



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 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 used in connection with the space allotted to the concessionaires. The County will be the sole judge of the extent of the damages.
13. The County shall assume no responsibility for loss or damage to the property of the concessionaires. Small articles easily removed or particularly fragile articles or displays should be put away for safekeeping by concessionaires 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 concessionaire's expense. It is understood that in the event of the concessionaire's failure to vacate said premises as herein provided, unless permission in writing is first obtained, the County may and is hereby authorized to remove and store the concession and all other material of any nature whatever, at the concessionaire's risk and expense, and the concessionaire shall reimburse the County for expenses thus incurred.
15. No concessionaire 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 concessionaire 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 Resource Management Agency or designee.
17. Arrangements for advance preparations shall be made with the Director of Resource Management Agency or designee.
18. The Monterey County Code, and rules and regulations of the Monterey County Park System shall be observed by the concessionaire, its employees, agents or contractors.
19. The use of buildings or grounds shall be in strict accordance with the Concession Agreement as authorized by the Director of Resource Management Agency and/or the Board of Supervisors of the County of Monterey. This provision particularly applies to activities which might create hazardous conditions.

20. Except during the event, the public shall have normal access to the area.
21. No structures or sets are to be built unless specifically provided for in a Concession Agreement, 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 Resource Management Agency, 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 Concession Agreement, concessionaires will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin or sex.

Approved as to form by County Counsel.

## EXHIBIT C - SPECIAL PROVISIONS

### **1. CAMPING**

*No Camping will be allowed at Toro Park.*

### **2. PARKING AND TRAFFIC CONTROL**

- A. Traffic control within the Facility is the responsibility of the CONCESSIONAIRE during the Event. CONCESSIONAIRE shall control all Event-related traffic within Toro Park so as not to interfere with other uses of the Facility.
- B. Parking control within the Facility is the responsibility of the CONCESSIONAIRE during the Event. Parking within the Facility will be allowed for 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, i.e., barricades, cones, etc., are the responsibility of the CONCESSIONAIRE.
- E. CONCESSIONAIRE will see 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 will first contact the assigned COUNTY staff. 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. CLEAN UP AND SANITATION**

- A. Any areas considered private or not open to the public will be maintained by the CONCESSIONAIRE. In addition, all costs associated with such areas will be borne by the CONCESSIONAIRE.
- B. CONCESSIONAIRE shall be responsible for paying for chemical toilets as required by the California Plumbing Code 2016 Table 422.1 for A-5 Occupancy (outdoor activities) as required by the Monterey County Health Department and confirmed by the Deputy Director of Public Works & Facilities. All costs associated with the chemical toilets shall be borne by the CONCESSIONAIRE.
- C. The COUNTY will maintain all permanent restroom facilities during the Event. Permanent restroom facilities not open to the public will be the responsibility of the CONCESSIONAIRE. The cost of any chemical toilets needed to replace permanent restroom facilities being closed to the public shall be borne by the CONCESSIONAIRE.
- D. The County will provide a relatively litter and trash free Event site. The County will put out trash cans and line each with a plastic bag. At the conclusion of your Event, the County will pick-up all empty trash cans and return them to storage.

- E. CONCESSIONAIRE will be responsible for all litter and trash control during the Event, including set up and teardown. Should the Resource Management Agency - Parks be required to empty trash cans or pick-up excessive litter after your event, you will be billed for such service, or have it deducted from your cash bond.
- F. CONCESSIONAIRE shall develop a recycling plan as required by the Monterey County Health Department to recycle waste products generated by the Event including plastic, aluminum, cardboard and cooking oils.
- G. If a dumpster(s) is required for the Event, its cost shall be the responsibility of the CONCESSIONAIRE. CONCESSIONAIRE shall contract for drop off, empty and pick up as needed.
- H. It is the responsibility of the CONCESSIONAIRE to provide grey water disposal facilities in food concession areas.
- I. It is the responsibility of the CONCESSIONAIRE to provide portable hand wash facilities in food concession areas.
- J. Any showers provided by CONCESSIONAIRE shall be self-contained. No water shall be disposed of on County property.

#### **4. FACILITY DAMAGE**

- A. Any changes or alterations to the park facilities or grounds must have prior written approval from COUNTY. All changes, alterations, or damages resulting from the CONCESSIONAIRE's activities must be restored, repaired and/or replaced after the event to the satisfaction of the COUNTY.
- B. Control measures to minimize potential erosion damage from Event participants and spectators to the park grounds will be provided at the CONCESSIONAIRE's expense: including temporary fencing around sensitive areas, security staff and signage of event areas as determined by COUNTY. Erosion damage will be repaired at the CONCESSIONAIRE's expense under COUNTY supervision no later than five (5) days after the Event. CONCESSIONAIRE will have equipment and materials, i.e., tools, seed, straw, on-site prior to the conclusion of the Event.
- C. CONCESSIONAIRE shall provide COUNTY a plan for remediation of all damages to and/or alterations of property, including timeline for repairs and materials and methods to be used. COUNTY must approve the proposed Remediation Plan.

#### **5. ADVERTISEMENT**

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

#### **6. MISCELLANEOUS**

COUNTY must be furnished a list and location map of all vendors associated with your Event no later than three (3) weeks prior to your Event. This list must include food, merchandise and information vendors. All vendors must be consistent with the mission the Event and with Monterey County regulations.

## **Exhibit D - PLANS**

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

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

The following will give you some idea of what various plans are expected to contain.

## **II. SITE PLAN**

- A. 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:

- |                                  |                                    |
|----------------------------------|------------------------------------|
| 1) Stage(s)                      | 10) Medical Services               |
| 2) Vendors Area                  | 11) Communications Tent            |
| 3) Tents and their function      | 12) Alcohol Sales Location         |
| 4) Different Activity Areas      | 13) Drinking Water Locations       |
| 5) Entry Points (access control) | 14) Permanent Restroom Locations   |
| 6) VIP Areas                     | 15) Event Registration             |
| 7) Ticket Sales                  | 16) Handicapped (Disabled) Parking |
| 8) Parking Areas                 | 17) Fuel Storage Area              |
| 9) Competitive Courses           |                                    |

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



### **III. COMMUNICATIONS PLAN**

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

### **IV. MEDICAL PLAN**

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

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

- A. List names of person(s) responsible for parking and traffic control and their work schedules.
- B. On a map, show the traffic plan patterns within the park at different stages of the event. Differentiate between general traffic routes and VIP, vendor, or participant routes, if applicable.
- C. On a map denote the areas of the park to be used for parking, 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 California Highway Patrol or the Monterey County Sheriff's Office will be involved in this aspect of your event, so note together with their work schedules. Provide proof that the Traffic Control Plan has been approved by the appropriate agency.

## **VI. SANITATION PLAN**

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

## **VII. CAMPING PLAN**

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

## **VIII. SECURITY PLAN**

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

information. The determination of what is acceptable will be determined by the Sheriff's Office. Should the Sheriff's Office require that one or more of their units be on site during the event, you are required to fill out an "Application for Special Police Protection." This form is available through the Sheriff's Office or the Parks Department.

**IX. ACCESSIBILITY PLAN**

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

**X. ANIMAL CONTROL PLAN**

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

**XI. REMEDICATION PLAN**

CONCESSIONAIRE shall provide COUNTY a plan for remediation of all damages to and/or alterations of property, including timeline for repairs and materials and methods to be used. COUNTY must approve the proposed Remediation Plan.

Areas to be EXCLUDED from  
use by Spartan Race

Park Office

Private Residence

County  
Maintenance  
Yard

