

Attachment A

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**See & Be Productions
Wildflower Experience/Wildflower Triathlons**

**Agreement No. 2024-0029
Date: May 2-4, 2025**

**SPECIAL EVENT USE PERMIT
BETWEEN
COUNTY OF MONTEREY
and
SEE & BE PRODUCTIONS INC.**

This Special Event Use Permit (“Permit”) by and between the County of Monterey, a political subdivision of the State of California, hereinafter called “COUNTY”, and See & Be Productions Inc. hereinafter called “PERMITTEE”.

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

1.0 GENERAL DESCRIPTION

1.1 PERMITTEE desires to secure from the COUNTY certain rights and privileges and to conduct the Wildflower Triathlon event (“Event”) on the following dates: May 2-4, 2025 (“Event Days”). The Event will be held at South Shore, Lake San Antonio, (collectively the “Facility”), in Monterey County, California.

1.2 PERMITTEE acknowledges and agrees the Facility does not include the Parks office, Parks Maintenance Yard, Staff/Ranger residences, and any facilities specifically owned or managed by the County as set forth in Exhibit E, attached to and made part of this Permit.

1.3 COUNTY hereby grants to the PERMITTEE the right to occupy the Facility for the purposes hereinafter set forth, subject to the terms and conditions of this Permit:

1.2.1 The Facility is provided on an "as is" basis. It is the responsibility of PERMITTEE to inspect the Facility prior to its use, and such use shall confirm that PERMITTEE determined that the Facility is appropriate and safe for its purposes.

1.2.1.1 PERMITTEE shall be responsible for site improvements, course preparations and any other tasks needed for the Event at PERMITTEE’s sole cost.

1.2.1.2 COUNTY may assist as staffing resources and funding are available.

1.2.2 MUNITION TRAINING – INTENTIONALLY DELTED

1.2.3 PRESCRIBED BURNS – INTENTIONALLY DELETED

1.2.4 PRESCRIBED BURNS EVACUATION – INTENTIONALLY DELETED

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1.2.5 PERMITTEE shall provide potable water for all participants, attendees, staff, and volunteers.

1.2.5.1 PERMITTEE may source potable water from North Shore for water monsters used to refill bottles and aid stations.

1.2.5.2 PERMITTEE shall source lake water for site and construction activities. Permittee shall bring a water pump to source lake water.

1.2.6 The purposes of use of the Facility shall be limited to: activities directly associated with the Event.

1.2.7 During the term of this Permit, no more than a total of twelve thousand (12,000) attendees may participate in the program, including all staff, volunteers, and participants. PERMITTEE will have twenty (20) employees and three hundred (300) volunteers.

1.2.8 PERMITTEE shall be allowed to begin Event set up and shall complete all tear down, clean up and remediation of the property no later than the times set forth below:

Event Information	Dates	Times
Set-up Dates/Time	April 28 to May 2, 2025	9 am – 6 pm each day
Event Dates	May 2-4, 2025	6 am to 6 pm Music until 10 pm Friday and Saturday night
Clean-Up Dates	May 5-8, 2025	9 am – 6 pm each day

1.2.9 PERMITTEE and COUNTY agree that the Facility will not be open to the public during the Event Dates; however, the Facility will remain open during Set-up and Clean-up Dates.

2.0 PAYMENT PROVISIONS

2.1 PERMITTEE agrees to pay to COUNTY for the rights and privileges hereby granted in this Permit.

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Description	Due Date	Total Fees
Nonrefundable Application Fee	11/01/2024	\$200
Lake San Antonio, South Shore Site Fees		
2025 Nonrefundable Event Fee/Past Due Storage Fees This fee will be applied to the total Site Fees due to County for the Event. In the event PERMITTEE cancels the 2025 Event, the 2025 Nonrefundable Event Fee/Past Due Storage Fees shall be retained by COUNTY to cover past due storage fees (2021-present). Fees include \$12,862 for past storage fees due from March 23, 2021 to present; inflatable permit fee; alcohol permit fee; use of Cabins 4-7 and Photography Permit.	11/01/2024	\$12,862
Total Fees due November 1, 2024		\$13,062

Refundable Cleaning/Damage Deposit PERMITTEE shall deliver to COUNTY a certified check payable to County of Monterey as security to guarantee payment of: <ul style="list-style-type: none"> Any money which may be payable to COUNTY under this Permit. Any damage to park property. Utility charges, if any. COUNTY assistance requested during PERMITTEE's use of the Facility not previously identified in this Permit, including but not limited to, assistance during set-up and take-down of obstacles and structures, equipment, repair work, monitoring, and supervision; calculated on a time and materials basis. Removal by COUNTY of such of PERMITTEE's personal property as may be left on the premises in violation of terms of this Permit. Cost to COUNTY of restoring premises occupied and left by PERMITTEE in unsatisfactory condition in contravention to the restoration procedures described herein. COUNTY will return this security, or unused portions of this security, within one hundred twenty (120) days following the last day of the Event. Neither the provisions of this section, any bond or security accepted by COUNTY pursuant thereto, nor any damages recovered by COUNTY thereunder shall be constructed to excuse faithful performance by PERMITTEE or limit the liability of PERMITTEE under this Permit or for damages, either to the full amount of the bond/security or otherwise. 	03/01/2025	\$10,000
Total Fees due March 1, 2025		\$10,000

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Lake San Antonio, South Shore Site Fee – Balance Due				04/01/2025	\$15,000
Staff Fees and Equipment					
Supervising Ranger*	\$82.51/hour	10 hours/day	3 days	04/01/2025	\$2,475
Ranger III*	\$73.34/hour	10 hours/day	3 days		\$2,200
Ranger II*	\$66.75/hour	10 hours/day	3 days		\$2,003
*In the event Ranger services require more or less hours than noted above, final amounts due/owed will be adjusted after the Event.					
Boat/Fuel Charges	\$500/day		3 days		\$1,500
Total Fees due April 1, 2025					\$23,178

Participant Fees* Permittee shall provide County with a report showing the number of tickets sold on March 15, 2024 and submit payment to County based on the fees in Section 2.4 below on or before April 1, 2025. The balance of the Participant Fees will be reconciled after the Event with Payment due within 14 days after the Event.				04/01/2025	TBD
Total Participant Fees due April 1, 2025					TBD

Recap of Payments due to the County

November 1, 2024 - 2025 Nonrefundable Event Fee/Past Due Storage Fees	\$13,062
March 1, 2025 - Refundable Cleaning/Damage Deposit	\$10,000
April 1, 2025 Site Fee & Staff/Equipment fees	\$23,178
April 1, 2025 – Participant Fees	TBD
Total Fees for Event	\$46,240

2.2 PERMITTEE shall be responsible for collecting camping and day use fees on Event Days – Thursday – Sunday.

2.2.1 PERMITTEE shall pay COUNTY eight percent (8%) of the fees collected for camping and day use fees on Event Days, within fourteen (14) days after end of Event.

2.3 PERMITTEE participants may come to the Facility for training weekends as a day use or camping visitor. Participants shall pay the COUNTY at the rates set forth in the Approved Fee Article and posted at the Park entrance.

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2.4 PERMITTEE shall pay COUNTY [Water Resources Agency (WRA)] a Participant Fee as noted in Section 2.1 above. Participant fee calculations are shown below.

Participants Fees*	
1,000 – 1,999 tickets sold	\$3.00 per participant
2,000 – 9,000 tickets sold	\$10.00 per participant
10,000 tickets sold	\$15.00 per participant
PERMITTEE shall submit full payment to COUNTY for participant fees no later than fourteen (14) calendar days following the Event, with race results showing names of all participants and results, broken out by each race.	
Participant Fees may be adjusted at the sole discretion of the COUNTY and WRA.	

2.4 Additional Services

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

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

Position	Applied Rate
Chief of Parks	\$161.40
Admin Ops Manager	\$123.71
Supervising Ranger	\$82.51
Parks Supervisor	\$60.73
B&G II	\$55.73
Park Ranger III	\$73.34
Park Ranger II	\$66.75

PERMITTEE shall make payment to COUNTY within fourteen (14) days after the Event.

3.0 SPECIAL EVENT APPLICATION

A Facility Use Application and the Special Event Questionnaire have been completed and are on file with the COUNTY. This aforementioned application includes the reasons why the proposed Event is considered compatible with the use of the COUNTY Parks System, methods for collecting special use fees, maximum attendance at the Event, methods of limiting attendance, estimated gross receipts, items to be sold at the Event, individual(s) responsible for the Event, parking arrangements, fire, and police protection, etc. Execution of this Permit constitutes an approval of the Facility Use Application and all statements therein made become

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a part of the terms and conditions of this Permit.

4.0 GENERAL OBLIGATIONS

A. PERMITTEE

- 4.1 PERMITTEE shall coordinate all setup activities with Monterey County PWWP-Parks Administrative Operations Manager, including all course marking, signage placement, arrow markings on the ground, flags, cone placements, electrical outlet usage.
- 4.2 Permittee acknowledges that other events are held at Lake San Antonio, including another triathlon (Alpha Win) scheduled for the weekend immediately before Permittee's event. Permittee shall in no way interfere with the setup, conduct or cleanup of other events, including Alpha Win, and in shall no way create any confusion with other events through Permittee's marketing, communications, publicity, promotion and conduct of its event.
- 4.3 PERMITTEE shall encourage all attendees to park inside the Facility.
- 4.4 TRAILS AND ROADS WAYFINDING MAP – INTENTIONALLY DELETED.
- 4.5 MUNITIONS BROCHURE – INTENTIONALLY DELETED
- 4.6 BIO AWARENESS BROCHURE – INTENTIONALLY DELETED
- 4.7 PERMITTEE shall provide staff to monitor parking both inside the Facility and the adjacent roads outside the Facility to ensure no driveways or private property is blocked. Vehicles will be subject to ticketing and towing.
- 4.8 PERMITTEE shall provide lifeguards and safety boats on the water during the swim portion of the Event(s).
- 4.9 PERMITTEE shall provide written notice of the Event to residents who may be impacted by the Event at least two (2) weeks prior to Event and again one (1) week prior to the Event.
 - 4.9.1 COUNTY shall provide PERMITTEE with a list of residents requiring notification of the Event. Notifications shall include residents located from US101 including all roads leading to the Facility.
 - 4.9.2 PERMITTEE shall send a copy of the Neighborhood letter to COUNTY (Parks & HCD) for approval prior to mailing.
 - 4.9.3 PERMITTEE shall send the notification to the COUNTY for review and approval, prior to sending the notice to the residents.

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- 4.10 PERMITTEE shall be required to obtain all permits and licenses required under this Permit and provide copies to the COUNTY at least two (2) weeks prior to the Event. This may include, but is not limited to, the CALFire, California Highway Patrol, Federal Aviation Administration, Monterey County Public Health, Monterey County Sheriff's Office, and CalTrans.
 - 4.10.1 Permit applications for events should be submitted to the County of Monterey Housing and Community Development Department Permit Center (HCD) a minimum of sixty (60) days prior to event to avoid penalties and late fees.
 - 4.10.2 Any support letters for outside agencies shall be submitted by the County as requested by PERMITTEE.
- 4.11 PERMITTEE, its agents, employees, and patrons shall be responsible to act in accordance to and obey all federal, state, and local laws related to and/or required to engage in the Event, its conduct, and its performance under this Permit.
- 4.12 PERMITTEE shall be responsible for providing notice to all attendees that they must obey all federal, state, and local laws and vehicle codes when parking outside the Facility.
- 4.13 PERMITTEE shall keep the premises in a clean and sanitary condition while using the Facility.
- 4.14 PERMITTEE shall be solely responsible for the selection and employment of any and all staff members.
- 4.15 PERMITTEE staff shall not be COUNTY employees without prior written approval by COUNTY.
- 4.16 PERMITTEE shall provide boat patrols and lifeguards during the Event at PERMITTEE's sole expense.
- 4.17 COUNTY shall have Park Rangers available for boat safety during the swim portion of the Event at the rates set forth in Section 2.1 above.
- 4.18 PERMITTEE shall complete all required plans and approvals for each Event at least sixty (60) days prior to the Event as outlined in **Exhibit A - Plans** attached to and made part of this Permit. All Plans will be updated no later than (30) thirty days prior to the Event and will be incorporated into this Permit.
- 4.19 PERMITTEE shall complete all required site maps and approvals for each Event at least sixty (60) days prior to the Event as outlined in **Exhibit B - Maps**,

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attached to and made part of this Permit. All Maps will be updated no later than thirty (30) days prior to the Event and will be incorporated into this Permit.

- 4.20 PERMITTEE 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 PERMITTEE 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.
- 4.21 Only existing trails may be used. New trails may not be constructed in any area without prior written permission by COUNTY.
- 4.22 PERMITTEE shall promptly return COUNTY property to pre-event condition.
- 4.23 PERMITTEE shall promptly arrange and pay to have repairs made for any damage to or other facilities arising out of PERMITTEE's operation hereunder. PERMITTEE will complete all environmental repairs, as agreed to with COUNTY representatives, within seven (7) days following the Event. If repairs are not completed to the satisfaction of COUNTY, COUNTY will have repairs performed and deduct the cost from the security deposit.
- 4.24 PERMITTEE, shall be responsible for and promptly pay all taxes and assessments of any kind whatsoever assessed or levied for the use of the premises, including but not limited to a taxable possessory interest if one is created by this Permit. The payments of any such taxes, assessments or charges shall not constitute cause for modification of fees payable by PERMITTEE to COUNTY pursuant to this Permit.
- 4.25 PERMITTEE shall be responsible for all set up and clean up and shall engage to the full extent possible with recycling activities.
- 4.26 A representative for PERMITTEE and COUNTY shall conduct mandatory pre-Event and post-Event walk-throughs of the Facility as follows:

Pre-Event Walk-through	April 28, 2025
Post-Event Walk-through	On or before May 9, 2025

- 4.26.1 During the post-Event walkthrough, the Parties shall document any site damage, repairs and restoration via notes and photographs.
- 4.26.2 COUNTY shall provide a written Restoration Letter stating all repairs required to be completed by PERMITTEE based on discussions during the post-Event Walk-through.
- 4.26.3 PERMITTEE shall return areas used by PERMITTEE to pre-Event condition, and in compliance with the Restoration Letter **to the**

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satisfaction of COUNTY as established during pre-Event walk through with COUNTY and PERMITTEE’S representatives.

- 4.27 PERMITTEE shall provide trash cans, trash can liners, recycle containers, and roll-off bins for the Event.
 - 4.27.1 PERMITTEE shall provide one additional 5-yard trash dumpster and one additional 5-yard recycling dumpster at each campground location where COUNTY has dumpsters in place and two forty (40) yard dumpsters in the main event area or another location as agreed to in writing by the parties.
 - 4.27.2 PERMITTEE shall be responsible for the collection and removal of trash and recyclable materials generated during the Event and all costs shall be borne by PERMITTEE.
 - 4.27.3 PERMITTEE shall remove trash and recycling from the Facility following the Event.
- 4.28 PERMITTEE shall be responsible for contracting, paying for, and maintaining chemical toilets, hand washing stations and shower units as required by the County of Monterey Environmental Health Department, as confirmed by the Assistant Director of Public Works, Parks & Facilities. PERMITTEE shall provide the following units through Morborg and/or CalState Site Services:

Description	Quantity	Comments
Portable Water Closet (toilet) units	119	Must be useable by all genders
ADA Accessible Water Closet	6	Must be useable by all genders
Handwashing Station	12	
Delivery Date: In Park on Thursday, May 1, 2025; Outside Park on Friday, May 2, 2025		
Removal Date: In Park on Monday, May 5, 2025; Outside Park on Sunday, May 4, 2025		

Environmental Health requires 1 portable water closet per 40 people in attendance (split for regular and ADA units); and 1 handwashing station for every 10 portable water closets.

All costs, including but not limited to, maintaining, servicing, and restocking of toilet paper, hand towels, etc. associated with the chemical toilets and sinks shall be borne by the PERMITTEE. COUNTY shall close brick-and-mortar restroom and shower facilities during this Event.

- 4.29 Serving and consumption of alcohol shall be allowed at the Facility, pursuant to the terms of this Permit as set forth below.

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- 4.30 PERMITTEE (or its designated third-party beverage provider) shall:
 - 4.30.1 Prevent over-consumption, underage drinking, and other alcohol-related concerns.
 - 4.30.2 Check the identification (ID) of all guests and make certain those without acceptable ID or those underage do not consume alcoholic beverages.
 - 4.30.3 Offer food for sale along with alcoholic beverages.
 - 4.30.4 Provide non-alcoholic beverages.

 - 4.30.5 Restrict alcohol to a designated area only and not allow it to be taken out of the designated area.
 - 4.30.6 Obtain all necessary permits from all associated regulatory agencies.
 - 4.30.7 PERMITTEE shall have two security guards designated to the area where beer and/or wine is being sold – one inside the area and one roaming outside the area.

- 4.31 PERMITTEE is responsible for the actions of Event guests and for enforcing the above. A point of contact for PERMITTEE, or its designated third-party beverage provider, must physically be present during the period(s) in which alcoholic beverages are present.

- 4.32 PERMITTEE shall be responsible for payment to cover any damages that occur to the Facility and additional cleanup directly related to, or directly arising from, the service and consumption of alcohol.

- 4.33 PERMITTEE shall be responsible for providing police protection or security, at PERMITTEE's expense, during the Event.
 - 4.32.1 PERMITTEE shall have a minimum of one (1) guard in the beer garden and one (1) guard in the area at all times when alcohol is being served, in addition to security for the Event.

- 4.33 COUNTY is not responsible for providing Event security or for damages or theft of PERMITTEE's Event equipment, materials, and personal property.
 - 4.33.1 PERMITTEE shall contract with one of the County's recommended agency(s) or the Monterey County Sheriff's Department for all security presence while alcohol is being served or sold during the Event. In the event security services are ordered by the COUNTY on PERMITTEE's behalf, COUNTY shall invoice PERMITTEE for all fees associated with security services ordered.
 - 4.33.2 PERMITTEE shall use Miller Events and Vino Vice for security.
 - 4.33.3 PERMITTEE staff security will be on-site for overnight security during

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Event days only.

- 4.34 PERMITTEE shall be responsible for providing parking and traffic plans and personnel as required for all parking and traffic control.
- 4.35 PERMITTEE shall not allow entry or access to said Facility who is not staff, a participant or a spectator associated with the Event.
- 4.36 PERMITTEE shall have the following activities:

X	Additional Lighting		Serving/Selling Food
X	Amplified Music or sound		To attendees only
	Climbing/Rock Wall	X	To public
X	Electricity		Serving/Selling Non-alcoholic beverages
	Fundraising activities		To attendees only
X	Generators	X	To public
X	Grandstands		Selling/Serving Alcohol– ABC License is required if selling
X	Inflatable Archway start/finish line		To attendees only
	Jump house	X	To public
X	Pop ups, tents, or canopies	X	Stage set up* 20' x 24' x 28"
		X	Vendor booths

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

- 4.37 PERMITTEE shall use the following equipment for set-up, Event days and tear-down of the Facility:
- 4.38 PERMITTEE shall be responsible for submitting electronic copy of signage a **minimum of (7) seven days before** Event for COUNTY approval.
- 4.39 PERMITTEE shall have commercial sales vendors present during this Event. It is PERMITTEE’s responsibility to ensure its vendors have all permits and licenses, and that the vendors obey all federal, state, and local laws related to and/or required to engage in the Event, including its conduct, and performance.

COMMERICAL SALES VENDOR LIST	TYPE OF ORGANIZATION
PERMITTEE shall provide a Vendor List to COUNTY with Name and Type of Organization, and a copy of the vendor’s Insurance Certificate in accordance to Section 6 of this Permit, not less than 30 days prior to the Event.	

- 4.40 PERMITTEE shall not have fundraising activities present during this Event.

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- 4.41 PERMITTEE shall have amplified music or sound **only during the 6:00 am-10:00 pm timeframe.**
 - 4.41.1 PERMITTEE must comply with County of Monterey Ordinance, Chapter 10.60 - Noise Control.
 - 4.41.2 PERMITTEE shall be using PA system, speakers, a mixing board and microphone.
 - 4.41.3 PERMITTEE shall position all speakers to face the opposite direction of the residential homes. All amplified music or sound must meet the County's sound level limits. Noise levels shall not exceed 70 dBA at 50 feet utilizing an "A" weighted network including group area PA systems, live music bands, as well as individual automobile stereo systems.
 - 4.41.4 PERMITTEE shall abide by COUNTY quiet hours, 10:00 p.m. - 6:00 a.m. Any and all use of amplified sound must be directed away from local residential areas.
 - 4.41.5 PERMITTEE shall use whisper generators only. All generators must meet the County's Park sound level limits of County Ordinance mentioned above.
- 4.42 PERMITTEE shall be responsible for all equipment used at the Event.
- 4.43 PERMITTEE shall be allowed to setup tents as needed for this Event.
 - 4.43.1 In the event of rain, PERMITTEE shall be allowed to erect additional 10'x10' tents or temporary membrane structures to cover the area being used for the Event.
 - 4.43.2 If the tents or temporary membrane structures exceed four hundred (400) square feet and canopies more than four hundred (400) square feet, PERMITTEE shall obtain any required permits from Monterey County, Housing and Community Development - Building Services and from Monterey County Regional Fire Department prior to Event.
 - 4.43.3 PERMITTEE is solely responsible for obtaining and paying for all permits.
- 4.44 PERMITTEE shall be present at the Facility for any delivery and pickup of the equipment.
- 4.45 PERMITTEE shall maintain supervision of all equipment during the set-up of the Event, during the Event and cleanup of the Event.
- 4.46 PERMITTEE shall return all on-site picnic tables, if moved for your Event, to

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their original locations after the Event.

- 4.47 PERMITTEE shall provide Marshal and post Signage at each crossing during Event, if applicable.
- 4.48 PERMITTEE shall be responsible for removing posted signage **no later than 6:00pm on the final day of each Event.**
- 4.49 PERMITTEE shall promptly arrange and pay to have repairs made for any damage, reasonable wear and tear excepted, to Facility arising out of PERMITTEE's operation hereunder within seven (7) days following the Event.
- 4.50 It is mutually agreed that this Permit and the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of the COUNTY.

B. COUNTY

- 1.1 COUNTY shall post information on the Monterey County Parks website.
- 1.2 COUNTY shall leave existing trash and recycle dumpsters in place, and PERMITTEE shall be responsible for the collection and disposal of all waste according to Section 4.24 above.
- 1.3 COUNTY will invoice PERMITTEE for any damages not repaired, removal of PERMITTEE property and any cleanup performed by COUNTY as a result of PERMITTEE leaving Facility in an unsatisfactory condition. Payment of invoice will be due within seven (7) days of receipt.

5.0 INDEMNIFICATION

- 5.1 PERMITTEE shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorney fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Permit, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the PERMITTEE's performance of this Permit, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "PERMITTEE's performance" includes PERMITTEE's action or inaction and the action or inaction of PERMITTEES's officers, employees, agents, and subcontractors.
- 5.2 PERMITTEE shall obtain a signed waiver of liability from all Event participants, indemnifying and holding harmless the COUNTY in accordance with the terms below:

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

6.0 INSURANCE & EVIDENCE OF COVERAGE

- 6.1 Evidence of Coverage: Prior to commencement of this Permit, PERMITTEE 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, PERMITTEE, upon request, shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to COUNTY, unless otherwise directed. PERMITTEE shall not proceed with performance under this Permit, and COUNTY shall have no liability, until PERMITTEE 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 PERMITTEE. Acceptance or approval of insurance shall in no way modify or change the Indemnity and Hold Harmless clauses in this Permit, which shall continue in full force and effect. Failure by CONESSIONAIRE to maintain such insurance is a default of this Permit, which entitles COUNTY, at its sole discretion, to terminate this Permit immediately.

- 6.2 Qualifying Insurers: All insurance required by this Permit shall be with a company acceptable to COUNTY and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. All coverages, except surety, shall be issued by companies which hold a current policy holder’s alphabetic and financial size category rating of not less than A- VII, according to the current Best’s Key Rating Guide or a company of equal financial stability that is approved by COUNTY.
- 6.3 Insurance Coverage Requirements: Without limiting PERMITTEE’s duty to indemnify, PERMITTEE shall maintain in effect throughout the term of this Permit a policy or policies of insurance with the minimum limits of liability as listed in this section.

Commercial General Liability Insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$5,000,000 per occurrence with a \$10,000,000 aggregate.

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Excess liability coverage that provides an additional \$5,000,000 per occurrence for specified competitive events shall be provided.

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

Worker’s Compensation Insurance, if PERMITTEE employs others in the performance of this Permit, 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, with limits not less than \$2,000,000 each occurrence combined single limit for Bodily Injury and Property Damage.

Accident Medical Benefits Insurance, to cover spectator, entertainers, employees, and volunteers, with limits not less than \$25,000 each person.

Commercial general liability and automobile liability policies required by this Permit shall provide an endorsement naming the County of Monterey, its officers, agents, and employees, and Monterey County Water Resources Agency, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the PERMITTEE’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 PERMITTEE’s insurance.

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

The Permittee is required to insure all aspects of the Event. If any part of the event is excluded by the insurance provided, the Permittee is required to purchase coverage for these exposures. The exposures include but are not limited to; Liquor, Amusement Devices, Vendors, Exhibitors, DJs, Live Performers and Bands.

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 PERMITTEE and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Permit, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

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Prior to the execution of this Permit by COUNTY, PERMITTEE shall file certificates of insurance with the COUNTY, showing that PERMITTEE has in effect the insurance required by this Permit. PERMITTEE 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 Permit, which shall continue in full force and effect.

7.0 RELATIONSHIP

Neither party hereto is the agent of the other and neither party shall have the right to act for or on behalf of the other or bind the other in any manner whatsoever. Neither party shall be responsible for any debts, obligations, or expenses incurred by the other party, whether or not in connection with the Event contemplated hereby in the absence of written approval thereof in advance. PERMITTEE 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 PERMITTEE's conduct of same. The COUNTY makes no representation or warranty with respect to the suitability of Facility for PERMITTEE activities conducted hereunder.

8.0 RULES AND REGULATIONS

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

9.0 MISCELLANEOUS PROVISIONS

- 9.1 Notices to the parties to this Permit shall be to the parties and their Permit representatives indicated in the signature section below.
- 9.2 This Permit is not binding upon the COUNTY until it has been duly accepted and signed by its authorized representative.
- 9.3 If the Event is cancelled, PERMITTEE 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.

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- 9.4 The PERMITTEE agrees that any authorized representative of COUNTY shall have access to said premises at all times.
- 9.5 PERMITTEE 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.
- 9.6 It is mutually understood and agreed that no alteration or variation of the terms of this Permit shall be valid, unless made in writing and signed by the parties hereto, and that no oral understandings or Permits not incorporated herein and no alterations or variations of the terms hereto, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
- 9.7 No part of this Permit or performance under it may be subcontracted or assigned to another entity or party without the express prior written approval of the other party; such consent may be withheld whether for reasonable or unreasonable cause at the sole discretion of that party.
- 9.8 In the event of any conflict or inconsistency between the provisions of this Permit and the provisions of any exhibit or other attachment to this Permit, the provisions of this Permit shall prevail and control.
- 9.9 NO REPRESENTATION OR WARRANTY OF FITNESS. PERMITTEE acknowledges that it has been advised by COUNTY that the conditions which PERMITTEE is authorized to use in accordance with this Permit has not been represented as being fit for PERMITTEE's intended use or for any particular use. PERMITTEE acknowledges that it has been advised to inspect the condition, facilities, and other areas PERMITTEE is permitted to use hereunder prior to the issuance of this Permit, and/or prior to PERMITTEE's actual use from time to time. Based upon PERMITTEE's personal inspection or upon PERMITTEE's right to inspect, PERMITTEE further acknowledges that the conditions, facilities, and other areas are safe and adequate for PERMITTEE's intended use. PERMITTEE shall be responsible for all equipment and for adequate safeguards for the protection of PERMITTEE and others.
- 9.10 COUNTY and PERMITTEE shall be relieved of their obligation to the other if unable to perform the terms and conditions of this Permit by virtue of governmental regulations or order, or by strike or war (declared or undeclared) or other calamity such as fire, earthquake, hurricane, or similar acts of God, or because of other similar or dissimilar cause or causes beyond their control.
- 9.11 PERMITTEE acknowledges notice that COUNTY may terminate this Agreement at any time if Lake San Antonio South Shore and facilities are required by COUNTY's grantor of the property hereunder, the United States of America, for the national defense.

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

**PERMITTEE
See & Be Productions Inc.**

COUNTY OF MONTEREY

By Colleen Bousman
Signed by: 8DAD7E1838E1484
(Signature of CEO, Chairman, President,
Vice President, Vice President)

By _____

Date 10/2/2024 | 10:25 AM PDT

Date _____

Name Colleen Bousman

Name Randell Ishii, MS, PE, TE, PTOE

Title PRESIDENT

Title Director of Public Works, Facilities and Parks

Address 228 Cook Court, Templeton CA
93465

Address 1441 Schilling Place- South 2nd Floor

Salinas, CA 93901

By: Matt Bousman
Signed by: 05165A2D7D13483...
(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)

**Approved as to form
Office of the County Counsel
Susan K. Blich, County Counsel**

Its: Matt Bousman Treasurer
Print Name and Title

By: Michael Whilden
Signed by: 0F26C3B3866476...
Michael J. Whilden
Deputy County Counsel

Date: 10/2/2024 | 2:37 PM PDT

Date: 10/2/2024 | 2:52 PM PDT

**See & Be Productions
Wildflower Experience/Wildflower Triathlons**

**Agreement No. 2024-0029
Date: May 2-4, 2025**

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

- Exhibit A-1 Site Development Plan
- Exhibit A-2 Traffic and Parking Plan
- Exhibit A-3 Communications Plan
- Exhibit A-4 Sanitation Plan
- Exhibit A-5 Camping Plan
- Exhibit A-6 Medical Plan
- Exhibit A-7 Security Plan
- Exhibit A-8 Disabled Access Plan
- Exhibit A-9 Animal Control Plan
- Exhibit A-10 Recycling Plan
- Exhibit A-11 Remediation Plan
- Exhibit B-1 Festival Area Map
- Exhibit B-2 Camping Map
- Exhibit B-3 Traffic Control Plan Map
- Exhibit B-4 Course Maps
- Exhibit B-5 Staff ADA Parking Map
- Exhibit C Rules and Regulations Governing Special Events
- Exhibit D Prohibited Areas

All Plans and Maps will be updated no later than thirty days prior to the Event and will be incorporated into this Permit.