

**AGREEMENT
BETWEEN
BIG BEAR VALLEY RECREATION AND PARK DISTRICT
AND
BIG BEAR LAKE RESORT ASSOCIATION, INC. DBA VISIT BIG BEAR
FOR
THE ALPINE ZOO WILD LIGHTS EVENT**

This Agreement (“Agreement”) is entered into as of November 4, 2025, by and between the Big Bear Valley Recreation and Park District (“District”), and Big Bear Lake Resort Association, Inc. DBA Visit Big Bear, a nonprofit 501 c6 entity (“Visit Big Bear”). District and Visit Big Bear may be referred to individually as a “Party” and collectively as the “Parties.”

RECITALS

- A. The District owns and operates the Big Bear Alpine Zoo (“Zoo”), a facility dedicated to wildlife care, rehabilitation, and community education.
- B. Visit Big Bear, formerly known as the “Big Bear Visitors Bureau,” is a nonprofit 501 c6 corporation that, under contract with the City of Big Bear Lake, serves as the Owner’s Association for the Big Bear Lake Tourism Business Improvement District (“BBLTBID”) and is responsible for administering and implementing the improvements, maintenance, marketing, special events, and other activities set forth in the City’s management district plan to attract visitors to the Big Bear Valley through events, marketing, and community partnerships.
- C. The Parties desire to collaborate to host an after-hours seasonal Alpine Zoo Wild Lights (“Event”) at the Zoo from early November 2025 through January 11, 2026, to create a family-friendly winter attraction that supports the Zoo financially and operationally.
- D. The Parties intend this Agreement to establish their respective rights, duties, and obligations regarding the planning, funding, marketing, staffing, operation, and management of the Event.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein, the Parties agree as follows:

1. TERM

This Agreement shall commence upon execution by both Parties and remain in effect until February 28, 2026, to allow for the close of Event operations and reconciliation of revenues, unless earlier terminated in accordance with Section 13.

2. EVENT OVERVIEW

- A. **Dates:** Early November 2025 through January 11, 2026 (with possible extension into mid-January by mutual written agreement).
- B. **Schedule:** Monday through Sunday, 5:00 p.m. – 9:00 p.m.; last entry at 8:30 p.m.
- C. **Admission:** \$20 per guest, processed exclusively through the District’s ticketing system.
- D. **Projected Attendance:** Approximately 1,200–1,500 guests per night.

3. RESPONSIBILITIES OF DISTRICT

District shall:

- A. Provide access to Zoo grounds and facilities for the Event.
- B. Provide animal keepers (2), maintenance person (1), and cashiers (2).
- C. Operate the Zoo's ticketing system, including reservations, timed entry, and refund processing for weather-related closures.
- D. Maintain overall responsibility for animal welfare and approve protocols for after-hours animal care in coordination with Visit Big Bear's support staff.
- E. Review and approve Event design, branding, layout, and installation plans to ensure compliance with safety, animal care, and facility protection standards.
- F. Coordinate with Visit Big Bear on snow/ice management, security oversight, and emergency response procedures.
- G. Revenue Management: Provide Visit Big Bear with a daily sales report for prior day ticket sales. Deposit all ticket sales revenue into District's financial institution. Check disbursements to Visit Big Bear monthly (net 15) for all Event ticket sales less \$750.00/day Zoo operating costs. Provide consolidated accounting of all ticket sales revenue (less operating costs) to Visit Big Bear within (30) days after close of the Event.

4. RESPONSIBILITIES OF VISIT BIG BEAR

Visit Big Bear shall:

- A. **Staffing:** Provide and pay for:
 - o Security (1)
- B. **Event Design:** Provide lighting inventory and coordinate installation through a qualified vendor, ensuring safe, accessible pathways and equipment access.
- C. **Marketing:** Lead full promotional campaign (digital, print, public relations (PR), lodging packages, paid media); build and manage the Event landing page; create family-friendly branding subject to District's prior approval.
- D. **Revenue Management:** Manage sponsorships and donations; Provide full accounting to District (15) days after Visit Big Bear receives payments of tickets sales (less operating costs) and the final consolidated accounting of tickets sales (less operating costs) from District. Visit Big Bear will make a donation of 20% of total Net Revenue to the Zoo 45-days after final accounting is reconciled and reviewed.
- E. **Sponsorships:** Serve as presenting sponsor; secure additional local sponsors; manage sponsor branding, subject to District approval.
- F. **Operations:** Cover costs for security, traffic control, snow/ice management, and guest flow.
- G. **Food/Beverage:** Coordinate with Moonridge Coffee for kiosk operations (cocoa, coffee, seasonal snacks), subject to compliance with licensing, health, and local requirements.
- H. **Permits:** Obtain all necessary permits and comply with local regulations.

5. REVENUE SHARING

- A. All ticket sales shall be processed by the District through its existing ticketing system.
- B. Distribution of ticket revenue shall be as follows:
 - A mutually agreed fixed rental fee of \$750 per day shall be allocated to the District as an operating/donation share.
 - Funds collected shall be deposited into the District's financial institution within one to three business days of event. At the end of each month, the District will reconcile funds collected for the recently completed month and prepare a distribution payment to Visit Big Bear within 15 business days (net 15) from last day of preceding month.
 - After February 28, Visit Big Bear will review net proceeds and donate 20% donation of net proceeds to the Alpine Zoo within 45 days.
- C. Visit Big Bear shall provide an accounting of revenues, sponsorship funds, and expenses to the District within fifteen (15) days of receiving a consolidated accounting of all Event ticket sales (less daily operating costs) from the District.

6. BRANDING

- A. The Event shall be branded as "Alpine Zoo Wild Lights at the Big Bear Alpine Zoo, Presented by Visit Big Bear" (or such other designation mutually approved by the Parties).
- B. The District's name and logo may appear on all marketing, ticketing, and sponsorship materials, subject to District approval.
- C. Visit Big Bear shall not use District's marks or logos without prior written consent and approval.

7. SAFETY AND OPERATIONS

- **Animal Care:** All Event activities must comply with District's animal care standards.
- **Pathways:** Light displays shall be installed by Visit Big Bear to at all times maintain safe pedestrian access and emergency routes. The lights would run from 5:00 PM to 9:00 PM or close of Event if it occurs earlier. Light operation will be the District's responsibility at the direction of the Zoo Curator's direction.
- **Weather:** District shall manage snow and ice clearance during Event hours. Visit Big Bear will cover all materials expenses.
- **Security/Traffic:** Visit Big Bear shall provide onsite security and coordinate traffic control with local authorities.
- **Refunds:** Refund and cancellation policies for inclement weather closures shall be developed jointly and clearly communicated to guests.

8. INSURANCE

Additional Insured

All policies, except for Worker's Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the District, County and its officers,

employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the District/County to vicarious liability but shall allow coverage for the District/County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

Waiver of Subrogation Rights

The Visit Big Bear shall require the carriers of required coverages to waive all rights of subrogation against the District, County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Visit Big Bear and Visit Big Bear's employees or agents from waiving the right of subrogation prior to a loss or claim. The Visit Big Bear hereby waives all rights of subrogation against the District and County.

Policies Primary and Non-Contributory

All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the District/County.

Severability of Interests

The Visit Big Bear agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Visit Big Bear and the District or County or between the District, County and any other insured or additional insured under the policy.

Proof of Coverage

The Visit Big Bear shall furnish Certificates of Insurance to the County Department administering the Contract evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Visit Big Bear shall maintain such insurance from the time Visit Big Bear commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, the Visit Big Bear shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

Acceptability of Insurance Carrier

Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".

Deductibles and Self-Insured Retention

Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.

Failure to Procure Coverage

In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, the District/County has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the District or County will be promptly reimbursed by the Visit Big Bear or District/County payments to the Visit Big Bear will be reduced to pay for District/County purchased insurance.

Insurance Review

Insurance requirements are subject to periodic review by the District or County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the District or County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the District, County, inflation, or any other item reasonably related to the District/County's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Visit Big Bear agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the District or County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the District or County.

The Visit Big Bear agrees to provide insurance set forth in accordance with the requirements herein. If the Visit Big Bear uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Visit Big Bear agrees to amend, supplement or endorse the existing coverage to do so.

Without in anyway affecting the indemnity herein provided and in addition thereto, the Visit Big Bear shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

Workers' Compensation/Employer's Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of the Visit Big Bear and all risks to such persons under this contract.

If Visit Big Bear has no employees, it may certify or warrant to the District or County that it does not currently have any employees or individuals who are defined as "employees"

under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

Commercial/General Liability Insurance – The Visit Big Bear shall carry General Liability Insurance covering all operations performed by or on behalf of the Visit Big Bear providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

- a. Premises operations and mobile equipment.
- b. Products and completed operations.
- c. Broad form property damage (including completed operations).
- d. Explosion, collapse and underground hazards.
- e. Personal injury.
- f. Contractual liability.
- g. \$2,000,000 general aggregate limit.

Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If the Visit Big Bear is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If the Visit Big Bear owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

Professional Liability – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim and two million (\$2,000,000) aggregate limits

or

Errors and Omissions Liability Insurance – Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits

or

Directors and Officers Insurance coverage with limits of not less than one million (\$1,000,000) shall be required for Contracts with charter labor committees or other not-for-profit organizations advising or acting on behalf of the District or County.

If insurance coverage is provided on a “claims made” policy, the “retroactive date” shall be shown and must be before the date of the start of the contract work. The claims made insurance shall be maintained or “tail” coverage provided for a minimum of five (5) years after contract completion.

9. INDEMNIFICATION

Visit Big Bear shall indemnify, defend (with counsel reasonably approved by District/County) and hold harmless the District, San Bernardino County, and their officers, employees, agents, and volunteers (Indemnitees) from any and all claims, actions, losses, damages and/or liability arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the District and/or County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of Indemnitees. The Visit Big Bear indemnification obligation applies to the District’s and/or County’s “active” as well as “passive” negligence but does not apply to the District’s and/or County’s “sole negligence” or “willful misconduct” within the meaning of Civil Code Section 2782. This indemnification obligation shall survive termination of this Agreement.

10. RECORDS AND AUDIT

Visit Big Bear shall maintain complete and accurate records of Event revenues and expenses. The District shall have the right to immediately audit such records upon written notice.

11. TERMINATION

Either Party may terminate this Agreement, with or without cause, upon thirty (30) days’ prior written notice. In the event of termination, all costs, revenues, and expenses incurred through the effective date of termination shall be reconciled between the Parties in accordance with the terms of this Agreement.

12. REGULAR MEETINGS

The Parties agree to schedule regular meetings, at least on a weekly basis or as necessary, to review progress, address any issues, and ensure the successful execution of the Event.

13. GENERAL PROVISIONS

- A. **Recitals:** The recitals set forth above are true and correct and incorporated herein by this reference.
- B. **Assignment:** Neither Party may assign its rights or obligations without prior written consent of the other Party.
- C. **Governing Law:** This Agreement shall be governed by the laws of the State of California.
- D. **Venue:** This Contract is entered into and to be performed in San Bernardino County, California, and venue for any action shall lie exclusively in the Superior Court of California, County of San Bernardino, San Bernardino District. Each Party waives any right to seek a change of venue and agrees to use best efforts to transfer any third-party action concerning this Contract to that court.

- E. **Legality and Severability:** The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of this Contract are specifically made severable. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect
- F. **Attorney's Fees and Costs:** If any legal action is instituted to enforce any Party's rights hereunder, each Party shall bear its own costs and attorney's fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney's fees directly arising from a third-party legal action against a party hereto and payable under Indemnification and Insurance requirements.
- G. **Primary Point of Contact:** Visit Big Bear will designate an individual to serve as the primary point of contact for the Agreement. Visit Big Bear and/or its designee must respond to District inquiries within two (2) business days. Visit Big Bear shall not change the primary contact without written acknowledgement to the District. Visit Big Bear will also designate a back-up point of contact in the event the primary contact is not available.
- H. **Entire Agreement:** This Contract, including all incorporated exhibits and attachments, constitutes the final and exclusive agreement between the Parties, superseding all prior negotiations or representations. It is executed without reliance on any promise or representation not expressly stated herein, and each Party affirms it has read and voluntarily signed this Contract.
- I. **Amendments:** Amendments must be in writing and signed by both Parties.
- J. **Notices:** All written notices provided for in this Contract or which either party desires to give to the other shall be deemed fully given, when made in writing and either served personally, or by facsimile, or deposited in the United States mail, postage prepaid, and addressed to the other party as follows:

*Big Bear Valley Recreation and Parks
District*

*Attn: DPW – Special Districts
Operations Manager*

222 W. Hospitality Ln., Second Floor

San Bernardino, CA 92415-0450

*Big Bear Lake Resort Association, Inc.
DBA Visit Big Bear*

39709 Big Bear Blvd

Big Bear Lake, CA 92315

- K. **Counterparts and Electronic Signatures:** This Agreement may be executed in counterparts, each deemed an original, together constituting one instrument. Electronic signatures (including facsimile, PDF, or similar transmission) shall be binding, and each Party agrees to provide an original upon request.

IN WITNESS WHEREOF, the Big Bear Recreation and Park District and Big Bear Lake Resort Association, Inc. DBA Visit Big Bear have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

Big Bear Valley Recreation and Park District

►

Dawn Rowe, Chair, Board of Directors

Dated: _____
SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Lynna Monell, Secretary

By _____
Deputy

**Big Bear Lake Resort Association, Inc., DBA
Visit Big Bear**

(Print or type name of corporation, company, contractor, etc.)

By ► _____
(Authorized signature - sign in blue ink)

Name Travis Scott
(Print or type name of person signing contract)

Title CEO
(Print or Type)

Dated: _____

Address 40824 Big Bear Blvd. Big Bear Lake,
CA 92315
