

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



**Contract Number**

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**SAP Number**

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## Regional Parks Department

<b>Department Contract Representative</b>	<u>Beahta R. Davis</u>
<b>Telephone Number</b>	<u>909-387-2340</u>
<b>Contractor</b>	<u>Spartan Race, Inc.</u>
<b>Contractor Representative</b>	<u>Jeffrey Connor</u>
<b>Telephone Number</b>	<u>617-874-6294</u>
<b>Contract Term</b>	<u>January 18 - February 2, 2023</u> <u>January 17 - February 1, 2024</u> <u>January 15 - January 30, 2025</u>
<b>Original Contract Amount</b>	<u>N/A</u>
<b>Amendment Amount</b>	<u>N/A</u>
<b>Total Contract Amount</b>	<u>N/A</u>
<b>Cost Center</b>	<u>6522311000</u>

### IT IS HEREBY AGREED AS FOLLOWS:

This Use Permit is for a period of fifteen days in each contracted year, for the use of the Meadowlark & Coyote Shelters, a Racecourse, and three days of full park closure for the So Cal Spartan Super and Sprint Races at Glen Helen Regional Park. The County will receive annual revenue in the amount of \$59,650.00 in first year, \$66,900.00 in second year, and \$74,400.00 in third year for this use as well as a refundable deposit in the amount of \$20,000 annually.

**SAN BERNARDINO COUNTY  
REGIONAL PARKS DEPARTMENT  
GLEN HELEN REGIONAL PARK  
INTERIM USE PERMIT**

**I. PARTIES**

San Bernardino County, hereinafter referred to as COUNTY, hereby permits Spartan Race, Inc., hereinafter referred to as PERMITTEE to utilize portions of Glen Helen Regional Park ("Park"), located at 2555 Glen Helen Parkway in the unincorporated area of Devore, California for the 2023, 2024, 2025 SoCal Spartan Super and Sprint Races ("Event") and related activities.

**II. USE AREA**

PERMITTEE shall have the right to use of the Park as depicted in **Exhibit "A" and "A-1"** Use Areas, attached hereto and by this reference made a part hereof.

**III. TERM**

The term of this permit shall be for a two (2) day event, commencing annually **Saturday & Sunday, January 28 & 29, 2023, Saturday & Sunday January 27 & 28, 2024 and Saturday & Sunday January 25 & 26, 2025, all day** and related set-up and tear-down occurring on the days preceding and following the event as follows:

Set-up will occur during normal park hours: January 18, 2023 - January 27, 2023, January 17, 2024 - January 26, 2024 and January 15, 2025 - January 24, 2025. Tear down will take place during normal park hours January 30, 2023 - February 2, 2023, January 29, 2024 - February 1, 2024, and January 27, 2025 - January 30, 2025. PERMITTEE's activities at the Use Area are limited to staging and activities related to this event. Neither the Use Area, the Park, nor any part thereof may be used by PERMITTEE for any other purpose.

**IV. USE FEES**

A. Event Contract Preparation Fee in the amount of **two hundred dollars (\$200) to be paid on the date when executed signed contract is returned by PERMITTEE.**

B. Event Application Fee in the amount of **fifty dollars (\$50) to be paid on the date when executed signed contract is returned by PERMITTEE.**

C. Area Use:

PERMITTEE shall pay a:

1. Use Fee of **fifty-nine thousand, four hundred dollars (\$59,400)** for the first year, **sixty-six thousand, nine hundred dollars (\$66,900)** for the second year, and **seven-four thousand, four hundred dollars (\$74,400)** for the third year to use the Park as designated on **Exhibit "A" and "A-1" to be paid by 3:00 PM Friday, one month prior to the event each year.** The Use Fee is broken down as follows:

a. A fee of forty-five thousand dollars (**\$45,000**) for a full park closure for three (3) days; January 27-29, 2023 at a rate of fifteen thousand dollars (\$15,000) per day.

b. A fee of fifty-two thousand, five hundred dollars (**\$52,500**) for a full park closure for three (3) days; January 26-28, 2024 at a rate of seventeen thousand five hundred dollars (\$17,500) per day.

- c. A fee of sixty thousand dollars **(\$60,000)** for a full park closure for three (3) days; January 24-26, 2025. It is rate of twenty thousand dollars (\$20,000) per day.
- d. A fee of four thousand eight hundred dollars **(\$4,800)** for Meadowlark Shelter for twelve days (12) at a rate of four hundred dollars (\$400) per day. This fee is to be paid each year of this contract.
- e. A fee of four thousand eight hundred dollars **(\$4,800)** for Coyote Shelter for twelve days (12) at a rate of four hundred dollars (\$400) per day. This fee is to be paid each year of this contract.
- f. A fee of four thousand eight hundred dollars **(\$4,800)** for the use of Racecourse for twelve (12) days at a rate of four hundred (\$400) per day. This fee is to be paid each year of this contract.

2. Vendor Fees: (if applicable)

- a. **Fifty dollars (\$50)** per food vendor. All Food Vendors must have all necessary Public Health Department permits. A list of food vendors and their permits must be delivered Regional Park Administration office by **3:00 p.m., one month prior to the event each year.**
- b. **Twenty-five dollars (\$25)** per non-food vendor per day. A list of vendors must be delivered to Regional Park Administration office by **3:00 p.m., Friday, one month prior to the event each year.**

3. Entrance Fee:

**Volunteers, vendors and staff working the event will need to provide parking passes as proof of involvement when entering the park to have vehicle entry fee waived/discounted. This can be in the form of a windshield plaque, flyer/ticket collected at gate or a guest list of participants.**

4. Staffing fee:

If the Event extends beyond the contracted date and time, PERMITTEE will pay a fee of **thirty-three dollars and eighty-three cents (\$33.83/hour)** for each Public Service Employee, a fee of **seventy-three dollars and seventy-two cents (\$73.72/hour)** for each Ranger II, a fee of **forty-seven dollars and sixty-one cents (\$47.61/hour)** for each General Services Worker (GSW), a fee of **eighty-five dollars and forty-seven cents (\$85.47/hour)** for each Assistant Park Superintendent, a fee of **ninety-nine dollars and forty-eight cents (\$99.48/hour)** for each Park Superintendent, or a combination of these, for each hour outside of the park's normal working hours where a staff remains on duty. These rates are subject to change based on the County's billing rates.

5. Additional Fees:

- a. **An amendment fee of one-hundred dollars (\$100)** will be due if PERMITTEE requires substantive changes after the execution of this permit. This fee will be payable at the time of the amendment request.
- b. **A cancellation fee of 10% of contract total**, excluding damage deposit will be payable to COUNTY if PERMITTEE terminates for convenience after execution of this permit with a minimum of thirty days before event date. Cancellation fee will be waived if cancelled at least 6 months prior to event date. Any cancellations for convenience within thirty days of the event PERMITTEE agrees to pay 100% of contract total excluding damage deposit.

D. Fee Adjustments:

All COUNTY fees shall be adjusted without individual notice to PERMITTEE by enactment of future Board-approved revisions to the Regional Parks' Fee Ordinance.

E. Damage/Cleanup Deposit:

PERMITTEE shall pay **twenty thousand dollars (\$20,000)** as a damage/clean up deposit to be paid by **3:00 PM, Friday, one month prior to the event each year**. PERMITTEE is responsible to pay for all damages to COUNTY's property and equipment due to the use of the Park by PERMITTEE, or PERMITTEE's members, employees, volunteers, and invitees using the Park as authorized by PERMITTEE, For PERMITTEE's EVENT or additional event attendees, participants, spectators, guests, employees, or volunteers (collectively included and referred to herein as "PERMITTEE's guests").

Said deposit shall be held by the COUNTY and may be used by COUNTY for any lawful purpose including, but not limited to the compensation of COUNTY for PERMITTEE's default in the repair of damages to the Use Area caused by PERMITTEE, and/or PERMITTEE's failure to remove any trash, debris, and/or personal property in the Use Area at the conclusion of the Event to the sole satisfaction of COUNTY. COUNTY may maintain the deposit separate and apart from COUNTY's rent revenue account or may commingle the deposit with COUNTY's rent revenue funds. COUNTY shall not be required to pay PERMITTEE interest on the deposit. Payment of said deposit shall not in any manner affect PERMITTEE's obligation to pay in full any fee due pursuant to this Use Permit. After inspection of the Use Area as provided immediately below and payment by PERMITTEE of any fees due as a result of said inspection, COUNTY shall refund said deposit to PERMITTEE. In the event payment of any fee due the COUNTY is not paid by PERMITTEE, COUNTY may deduct any such fees from the deposit, including any costs incurred by the COUNTY to restore the Use Area to rentable condition in the amount and manner established by Section 1950.5 of the California Civil Code.

The Park Superintendent and On-Site Coordinator for PERMITTEE shall inspect the Use Area and Park both before and after the Event to determine the extent of any damages incurred. The COUNTY will invoice for any damages identified following final walk through.

F. **All payments shall be made by money order, certified cashier's check, or credit card payable to San Bernardino County Regional Parks and delivered to Regional Parks Administrative Offices, located at 777 East Rialto Avenue, San Bernardino, CA 92415-0763. THIS PAYMENT WILL NOT BE ACCEPTED AT THE PARK.**

G. For **Glen Helen Regional Park**, all events at the Park are subject to being usurped by the Glen Helen Amphitheater (Amphitheater). While the COUNTY has made every effort to notify the Pavilion operators regarding this Event, the COUNTY will not be liable for expenses or cost associated with the actions of the Amphitheater. If the Amphitheater imposes such action as described in this Section, thereby impacting or preventing PERMITTEE's ability to operate the Event, COUNTY will either: (i) make a reasonable effort to reschedule the Event to another time slot as mutually agreeable by PERMITTEE; or (ii) if no alternative time slot is mutually agreeable by the Parties, fully refund all Use Fees (as defined above under Section IV) applicable to such cancelled Event..

H. Failure to Pay:

PERMITTEE agrees to pay all use and deposit payments when due and payable, or postmarked when due and payable **and** received within five (5) calendar days thereafter. For any payment not received PERMITTEE must pay to COUNTY an additional thirty-five dollars (\$35.00) for each late payment as an administrative processing charge. The parties agree that this late charge represents a fair and reasonable estimate of the costs that COUNTY will incur by reason of late payment by PERMITTEE. Acceptance of a late charge will not constitute a waiver of PERMITTEE's default with respect to the overdue amount nor prevent COUNTY from exercising any of the other rights and remedies available to COUNTY. Use fees not paid when due will bear simple interest from the date due until paid in full at the rate of 0.05% per day.

**V. PERMITTEE'S RESPONSIBILITIES**

A. PERMITTEE agrees to provide staffing for the Event including but not limited to Parking Staff and Event Staff.

- B. PERMITTEE agrees to provide portable restrooms if attendance for the event is over 500 people in compliance with the Department of Environmental Health Special Event Portable Toilet Recommendations (Exhibit B).
- B. PERMITTEE agrees to provide adequate tables, chairs, and trash receptacles including assuming the responsibility for trash collection and bin removal.
- C. PERMITTEE agrees to provide one (1) 40-cubic yard roll-away dumpster for every 500 people attending the event. Please verify with Park staff that this number of dumpsters is adequate. If PERMITTEE has over 500 people and fails to provide dumpsters, the Department will invoice PERMITTEE for the actual cost of dumpster rental, plus a \$50 administration fee per dumpster.
- D. PERMITTEE agrees to be responsible for post-event cleaning. If PERMITTEE does not adhere to post-event clean-up, the Department will invoice PERMITTEE \$200 per 500 participants.
- E. PERMITTEE agrees to maintain restrooms after taking control over the Park – including at their own expense the supplies for stocking the restrooms.
- F. PERMITTEE agrees to provide any necessary lighting, if it is not available at the park.
- G. PERMITTEE agrees to provide example of the event parking passes or a guest list for the Event for entrance fees to be waived/discounted/tallied at the gate, as applicable to Entrance Fee terms in Paragraph IV. Subparagraph 3. Additionally, PERMITTEE will advise the Event attendees that if no pass is shown at the gate or their name is not listed on the guest list, the normal park entrance fee will be charged. No exceptions are provided.

## **VI. REGIONAL PARKS BOOTH**

If requested, PERMITTEE will allow Regional Parks to operate, at no charge, an information/public relation's booth during the Event and allows the sale of non-event pins, shirts, and other Regional Parks event tickets for the general public in the areas of the other booths. The location of the booth will be as agreed upon by PERMITTEE and Park Superintendent.

## **VII. EVENT PLAN**

PERMITTEE shall submit its Event Plan ("Plan") to the Regional Park Administration office by **3:00 PM, Friday, one month prior to the event each year**, and shall, at the request of the COUNTY review the Plan with representatives of the COUNTY, including the Regional Parks. The Plan must outline specific security, parking, set up, and clean up, signage, advertisement, gate ingress, egress, sanitation, food, and vendor operations. PERMITTEE shall not be allowed to nor shall PERMITTEE allow the sale or distribution of alcoholic beverages at the EVENT without prior COUNTY approval and required licenses as applicable. The Plan shall include persons responsible, name of company, if applicable, times, electrical requirements, site plans, etc.

## **VIII. PARK RULES**

PERMITTEE shall conform to and abide by all Park rules and regulations relating to the operation herein authorized and shall conform at all times to applicable rules, regulations, resolutions, ordinances, and statutes of SAN BERNARDINO COUNTY, State of California, the federal government, and all other governmental agencies where applicable; and where permits are required for such operations, the same must first be had and obtained from the regulating body having jurisdiction thereof, before such operation is undertaken.

## **IX. PERMITS AND APPROVALS**

PERMITTEE shall obtain and maintain throughout the Event all necessary permits, licenses, and approvals from applicable federal, state and local agencies, including, but not limited to, San Bernardino County Sheriff's Department (security), San Bernardino County Environmental Health Services (sanitation, food/drink), California Highway Patrol (traffic), Caltrans (freeway access), San Bernardino County Transportation (roadways), and the California Division of Forestry; as required for any use allowed by COUNTY.

All necessary pre-event fee and deposits, permits, licenses and approvals shall be delivered to the Department of Regional Parks by **3:00 PM, Friday, one month prior to the event each year.**

## **X. NO DISCRIMINATION**

During the term of the Contract, PERMITTEE shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. PERMITTEE shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VII of the Civil Rights Act of 1964, the California Fair Housing and Employment Act and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

## **XI. NO SEGREGATION**

PERMITTEE must not discriminate against or cause the segregation of any person or group of persons on account of race, religious creed, color, national origin, ancestry, sex, age, physical handicap, medical condition or marital status in the occupancy, use, tenure or enjoyment of the Use Area used for the EVENT, nor may PERMITTEE or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of or by any person within the Use Area used for the EVENT.

## **XII. SECURITY**

PERMITTEE understands and agrees that the COUNTY shall not be required to provide, nor shall COUNTY provide, any security for the personal property and/or the person of PERMITTEE or any of PERMITTEE's members, guests or invitees. Any loss, damage and injury to any property or person of PERMITTEE or PERMITTEE's members, guests, or invitees shall be at the sole cost, expense, and responsibility of PERMITTEE.

## **XIII. INDEMNIFICATION AND INSURANCE CLAUSE**

A. Indemnification - PERMITTEE agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless the COUNTY and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the 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 indemnities. PERMITTEE's indemnification obligation applies to the COUNTY's "active" as well as "passive" negligence but does not apply to the COUNTY's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

B. Additional Insured - All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the County and its officers, employees, agents and volunteers as additional insureds 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 County to vicarious liability but shall allow coverage for the 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.

- C. Waiver of Subrogation Rights - PERMITTEE shall require the carriers of required coverages to waive all rights of subrogation against the COUNTY, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit PERMITTEE and PERMITTEE's employees or agents from waiving the right of subrogation prior to a loss or claim. PERMITTEE hereby waives all rights of subrogation against the COUNTY.
- D. Policies Primary and Non-Contributory - All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the COUNTY.
- E. Severability of Interests – PERMITTEE 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 PERMITTEE and the County or between the County and any other insured or additional insured under the policy.
- F. Proof of Coverage - The PERMITTEE shall furnish Certificates of Insurance to the Regional Parks Department Administration (777 East Rialto Ave, San Bernardino, CA 92415), 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 PERMITTEE shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, the Contractor 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.
- G. 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".
- H. 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.
- I. 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 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 COUNTY will be promptly reimbursed by PERMITTEE or COUNTY payments to PERMITTEE will be reduced to pay for COUNTY purchased insurance.
- J. Insurance Review - Insurance requirements are subject to periodic review by the 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 County. In addition, 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 County, inflation, or any other item reasonably related to the County's risk.

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

Any failure, actual or alleged, on the part of the 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 County

#### XIV. INSURANCE SPECIFICATIONS

PERMITTEE agrees to provide insurance set forth in accordance with the requirements herein. If PERMITTEE uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, PERMITTEE agrees to amend, supplement or endorse the existing coverage to do so. The type(s) of insurance required is determined by the scope of the contract services.

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

- A. Workers' Compensation/Employers 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 PERMITTEE and all risks to such persons under this contract.

If Contractor has no employees, it may certify or warrant to the 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.

- B. Commercial/General Liability Insurance – PERMITTEE shall carry General Liability Insurance covering all operations performed by or on behalf of PERMITTEE 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:

1. Premises operation and mobile equipment.
2. Products and completed operations.
3. Broad form property damage (including completed operations).
4. Explosion, collapse and underground hazards.
5. Personal injury.
6. Contractual liability.
7. **\$2,000,000 general aggregate limit.**

- C. 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 PERMITTEE 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 PERMITTEE owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

- D. Special Event Liability Insurance – The County has a program to provide Special Event Liability Insurance to individuals and groups utilizing County facilities for activities not sponsored by the County, its Departments or Districts. This coverage provides one million (**\$1,000,000**) limits of

liability for bodily injury and property damage and includes liquor liability coverage. It effectively transfers the liability from the County and its taxpayers to the agency/individual scheduling the activity or program. The coverage provides affordable rates to all non-County groups and individuals on a standard basis and still transfers the risk to an insurance company. Annual rates for ongoing activities are also available. **For additional information on this coverage contact local Parks office.**

- E. **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.

**XV. NO ASSIGNMENT**

No assignment of this Permit or any interest therein and no subpermit for any purpose shall be granted by PERMITTEE.

**XVI. NOTICE**

Any notice, demand request, consent, approval or communication that either party desires or is required to give to the other party or permitted to be given under this permit including notices under the California Unlawful Detainer Statutes, shall be given to the respective parties in writing either served personally or sent by United States first class mail, postage prepaid, registered or certified mail, postage return receipt requested. Any notice, demand, request, consent approval or communication that either party desires or is required to give to the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed delivered and effective upon the earlier of (i) actual receipt or (ii) the date of delivery or refusal of the addressed to accept delivery if notice is sent by United States Mail, postage prepaid, certified or registered, return receipt requested.

A. If to COUNTY: San Bernardino County  
Department of Regional Parks  
777 East Rialto Avenue  
San Bernardino, CA 92415-0763

B. If to PERMITTEE: Spartan Race, Inc.  
234 Congress Street  
Boston, MA 02110  
Attn: Jeffrey Connor  
With copy to the Legal Department

Or at such other address or to such other persons as either of the parties may from time to time designate by written notice given as herein provided.

**XVII. ATTORNEYS’ FEES AND COSTS**

If any legal action is instituted to enforce or declare any party’s rights hereunder, each party, regardless of which party is the prevailing party, must bear its own costs and reasonable attorneys’ fees. This paragraph shall not apply to those costs and attorneys’ fees directly arising from any third-party legal action against a party hereto and payable under Paragraph 13, INSURANCE AND INDEMNIFICATION CLAUSE.

**XVIII. VENUE**

The parties acknowledge and agree that this Permit was entered into and intended to be performed in whole or substantial part in San Bernardino County, California. The parties agree that the venue for any action or claim brought by any party to this Permit will be the San Bernardino County. Each party hereby

waives any law or rule of court, which would allow them to request or demand a change of venue. If any action or claim concerning this Permit is brought by any third party, the parties agree to use their best efforts to obtain a change of venue to the Central District of San Bernardino County.

**XIX. APPLICABLE LAW**

This permit shall be interpreted and construed according to the laws of the State of California.

**XX. FORCE MAJEURE**

PERMITTEE and COUNTY shall not be deemed in violation of this permit if it is prevented from performing its obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, shortages of material, acts of God, acts of public enemy, acts of superior governmental authority, weather conditions, riots, rebellions, or any other circumstances for which it is not responsible, or which are not within its control.

**XXI. PUBLIC RECORDS DISCLOSURE OF INFORMATION**

All information received by the COUNTY from any source concerning this Permit, including the Permit itself, may be treated by the COUNTY as public information subject to disclosure under the provisions of the California Public Records Act, Government Code Section 6250 et seq. (the "Public Records Act"). PERMITTEE understands that although all materials received by the COUNTY in connection with this Permit are intended for the exclusive use of the COUNTY, they are potentially subject to disclosure under the provisions of the Public Records Act. In the event a request for disclosure of any part or all of any information which a PERMITTEE has requested COUNTY to hold in confidence is made to the COUNTY, the COUNTY shall notify PERMITTEE of the request and shall thereafter disclose the requested information unless PERMITTEE, within five (5) days of receiving notice of the disclosure request, requests nondisclosure, provides COUNTY a legally sound basis for nondisclosure, and agrees to indemnify, defend with counsel approved by COUNTY, and hold the COUNTY harmless in any/all actions brought to require disclosure. PERMITTEE waives any and all claims for damages, lost profits, or other injuries of any and all kinds in the event COUNTY fails to notify PERMITTEE of any such disclosure request and/or releases any information received concerning the Permit received from PERMITTEE.

**XXII. TAXES**

- A. PERMITTEE recognizes and understands that this Permit may create a possessory interest subject to property taxation and that PERMITTEE may be subject to the payment of property taxes levied on such interest.
- B. PERMITTEE covenants and agrees to pay all taxes, including possessory interest tax, and assessments upon all improvements, fixtures, furniture, and other property owned by PERMITTEE and used in the exercise of PERMITTEE's rights under this Permit or levied by reason of PERMITTEE's operations pursuant to this Permit.

**XXIII. NO ESTATE**

PERMITTEE agrees that it does not and shall not claim at any time an interest or estate of any kind or extent whatsoever in the Use Area or Park, by virtue of this Permit or occupancy or use hereunder.

**XXIV. TERMINATION**

- A. DEFAULT: In the event that either party violates any of the terms and conditions of this permit, the aggrieved party shall give written notice of specific violation and demand for corrections.
- B. TERMINATION FOR DEFAULT: If, within one (1) day after written notice and demand, the violating party has not completely corrected this violation or shown acceptable cause therefore, the aggrieved



