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

SAN BERNARDINO COUNTY

Contract Number

22-95

SAP Number

Regional Parks Department

Department Contract Representative	Beahta R. Davis
Telephone Number	909-387-2340
Contractor	Live Nation
Contractor Representative	Dylan Greer
Telephone Number	323-229-6832
Contract Term	September 09-September 22, 2022
Original Contract Amount	$72,363.69
Amendment Amount	N/A
Total Contract Amount	N/A
Cost Center	6522311000

IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

This Use Permit is for a total period of fourteen days, September 09, 2022 through September 22, 2022 for the use of Glen Helen Regional Park for the Nocturnal Wonderland Event. The County will receive revenue in the amount of $72,363.69 for this use.

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 Live Nation, hereinafter referred to as PERMITTEE to utilize the entire Glen Helen Regional Park ("Park"), located at 2555 Glen Helen Parkway in the City of San Bernardino, California for the Nocturnal Wonderland ("Event") and related activities.

II. USE AREA

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

III. TERM

The term of this permit shall be for a four (4) day event, commencing **Friday, September 16, 2022** through **Monday, September 19, 2022.** Related set-up will occur Friday, September 09, 2022 through Thursday, September 15, 2022 and tear-down will occur Sunday, September 18, 2022 through Thursday, September 22, 2022. 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. Area Use:
PERMITTEE shall pay a:

1. Use Fee of **seventy thousand, five hundred and eighty-three dollars and sixty-nine cents ($70,583.69)** for the use of the Park as designated on **Exhibit "A" to be paid by 3:00 PM Friday, August 12, 2022.** The Use Fee is broken down as follows:

   a. A fee of forty-eight thousand dollars **($48,000)** for full park closure for four days at a rate of twelve thousand dollars per day.
   b. A fee of twenty-thousand, seven hundred and fifty dollars **($20,750)** for the use of 41.5 acres of open space between September 09, 2022 and September 15, 2022 at a rate of five hundred dollars per acre.
   c. A fee of one-thousand, two hundred and twenty-seven dollars and four cents **($1,227.04)** for chlorine, water and utilities for pool maintenance from September 17, 2022 through September 18, 2022.
   d. A fee of six hundred and six dollars and sixty-five cents **($606.65)** for a General Service Worker and a Park Ranger II to maintain the pool after normal pool season.

2. Camping Fees in the amount of **one thousand, five hundred and eighty dollars ($1,580)** for the use of camping spaces as follows:

   a. A fee of seven hundred and eighty dollars **($780)** for the use of 26 non hook-up sites for one night on Thursday, September 15, 2022 at a rate of thirty dollars per site.
   b. A fee of eight hundred dollars **($800)** for the use of 20 full hook-up sites for one night on Thursday, September 15, 2022 at a rate of forty dollars per site.

C. 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.

D. Damage/Cleanup:
PERMITTEE is responsible to pay for damages incurred by the County due to the use of the Park by PERMITTEE, or persons allowed at the Park by PERMITTEE, including PERMITTEE's members, employees, volunteers and invitees or the EVENT or additional event attendees, participants, spectators, guests, employees or volunteers (collectively included and referred to herein as "PERMITTEE's guests".

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.

E. **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.**

F. 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 State Certified Lifeguard staff for the swim facility. A list of staff and copies of their current lifeguard certifications must be submitted to Regional Parks Administration office no later than **September 2, 2022.**

B. PERMITTEE must submit a copy of their Lifeguard Plan for the swim facility to Regional Parks Administration office no later than **September 2, 2022.**

C. PERMITTEE will be required to implement safety measures for the swim facility during the event to include:
   a. Increasing the number of lifeguards per swim patrons to a one lifeguard for every 50 patrons. (During Regional Parks regular operation of the swim facility one lifeguard for every 75 patrons is provided).
   b. Providing security inside the swim complex and at the entry gates of the swim facility.
   c. Prohibiting alcohol within the swim facility.
   d. Denying access to the swim facility to intoxicated patrons.

D. PERMITTEE agrees to operate the swim complex only during normal swim facility operation hours of 10 a.m. to 5 p.m. due to a lack of lighting in the lagoon.

E. PERMITTEE agrees to provide venue security with K9s thoroughly searching all camping cars and patrons.

a. San Bernardino County Sheriffs must be present for all searches.

F. PERMITTEE agrees that all concert performances and amplified music will end at 12:00 am.

G. 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 in compliance with the Department of Environmental Health Special Event Portable Toilet Recommendations (Exhibit B).

H. PERMITTEE agrees to provide tables, chairs, and trash receptacles including assuming the responsibility for trash collection and bin removal.

I. PERMITTEE agrees to provide one (1) 40-cubic yard roll-away dumpster for every 500 people attending the event.

J. PERMITTEE agrees to maintain restrooms after taking control over the Park – including at their own expense the supplies for stocking the restrooms.

K. PERMITTEE agrees to provide any necessary lighting, if it is not available at the park.

L. PERMITEE agrees to adhere to Exhibit C-Health and Safety Measures.

VI. REGIONAL PARKS BOOTH

PERMITTEE allows 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, August 22, 2022** 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 the 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.

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 Statues, 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:

Live Nation
2575 Glen Helen Parkway
San Bernardino, Ca 92407
Attn: Dylan Greer

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/CANCELLATION

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.

If at any time between March 2022 and August 12, 2022, federal, state, or local health and safety laws, restrictions, or recommendations related to the COVID-19 pandemic, requiring or recommending capacity restrictions, mask use, social-distancing, or other measures (including any COUNTY health and safety measures for the Park) that are likely to make the Event impossible or impracticable at its expected capacity of at least 45,000, PERMITTEE may terminate this Agreement by providing written notice to COUNTY.

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 party has the right to immediately terminate this Permit and pursue any and all remedies provided by law.

C. PERMITTEE agrees that COUNTY may immediately suspend this Permit, and further, PERMITTEE agrees to immediately cease operations at the Event if PERMITTEE fails to meet the insurance requirements each year, as stated herein or for good cause as determined by the COUNTY.

D. If this Permit is terminated because PERMITTEE is in breach of this Permit, all fees paid to the COUNTY shall be retained by the COUNTY and shall not be refunded to PERMITTEE.

E. LIABILITY FOR BREACH: Termination for default shall not excuse either party from any liability for breach of License; such breach shall be deemed total.

XXV. INTERPRETATIONS

As this Permit was jointly prepared by both parties, the language in all parts of this Permit will be construed, in all cases, according to its fair meaning, and not for or against either party hereto.

XXVI. AUTHORIZED SIGNATORS

Both parties to this Permit represent that the signators executing this document are fully authorized to enter into this permit.

This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request

XXVII. ENTIRE AGREEMENT

This Permit contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Permit, and no prior agreement or understanding pertaining to any such matter is effective for any purpose.

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IN WITNESS WEREOF, the parties hereto have caused their respective names to be subscribed by their respective proper officers hereto duly authorized.

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SAN BERNARDINO COUNTY

►

Curt Hagman, Chairman, Board of Supervisors

Dated: FEB 08 2022

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

Lynna Monell
Clerk of the Board of Supervisors
of the San Bernardino COUNTY

By _____ Deputy

BOARD OF SUPERVISORS
COUNTY OF SAN BERNARDINO
SAN BERNARDINO COUNTY, CA
1883

Live Nation

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

By ► Dylan Greer

(Authorized signature - sign in blue ink)

Name Dylan Greer

(Print or type name of person signing contract)

Title General Manager

(Print or Type)

Dated: February 4, 2022

Address 2575 Glen Helen Parkway

San Bernardino, Ca 92407

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
►	►	►
Suzanne Bryant, Deputy County Counsel	Michael Jimenez, Deputy Executive Officer	Beahta R. Davis, Director, Regional Parks Department
Date 2-4-2022	Date	Date Feb. 4, 20

GLEN HELEN REGIONAL PARK

NOCTURNAL WONDERLAND, SEPTEMBER 16-19, 2022

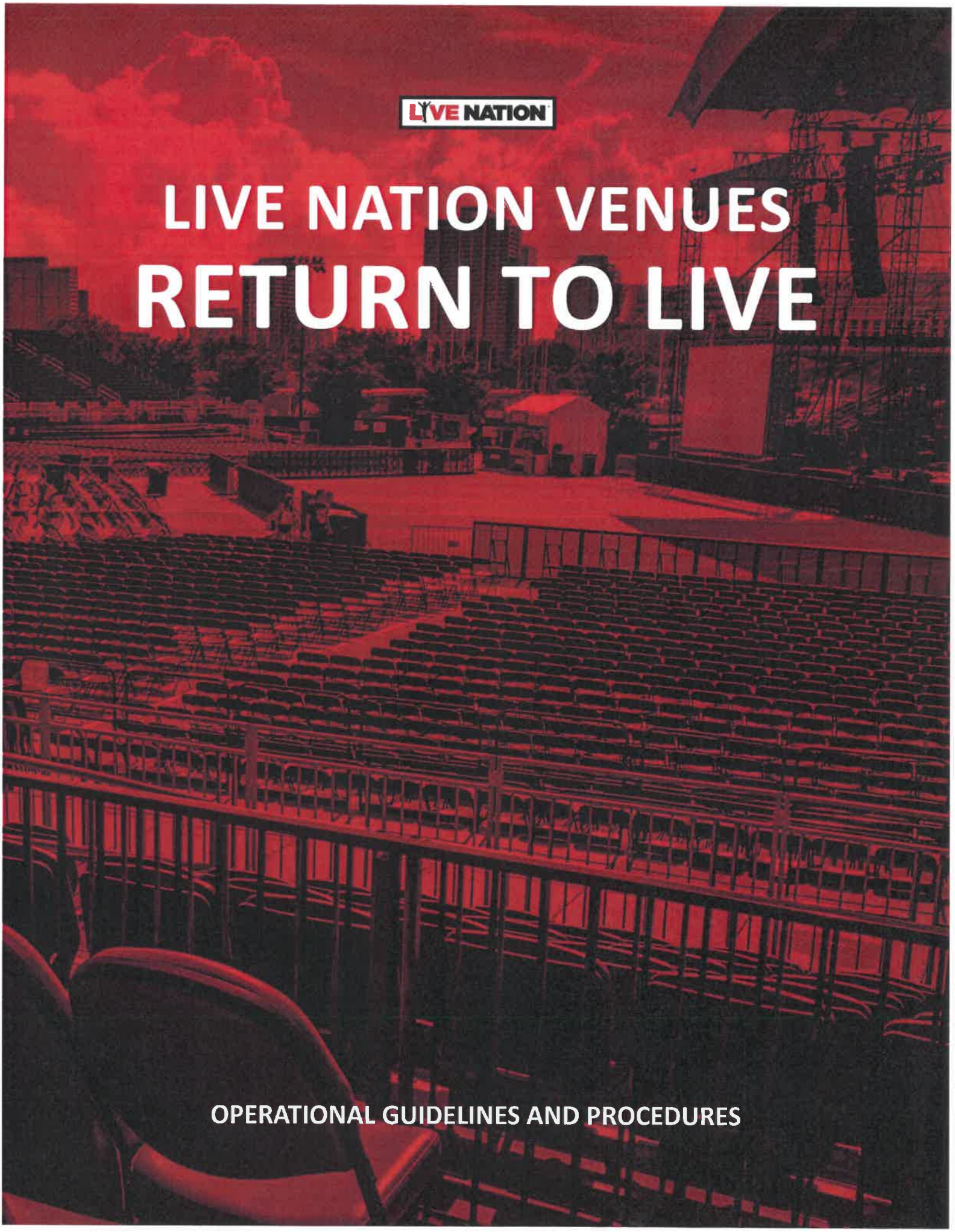
USE AREA — FESTIVAL AREA, FULL PARK CLOSURE (INCLUDES CAMPGROUND)

EXHIBIT A

SPECIAL EVENT PORTABLE TOILET RECOMMENDATIONS

The following chart can be used to calculate the number of portable toilets necessary for an event. The chart assumes there are no fixed facilities, no pumping service is provided, a 50/50 Mix of Men & Women. One unit provides approximately 200 uses with 4 hours between uses. Add 40% more if alcohol is served.

Average Crowd Size ↓	AVERAGE HOURS AT THE EVENT → 1	2	3	4	5	6	7	8	9	10
500	2	4	4	6	6	7	9	9	10	12
1,000	4	6	8	8	9	9	11	12	13	13
2,000	5	6	9	12	14	16	18	20	23	25
3,000	6	9	12	16	20	24	26	30	34	38
4,000	8	13	16	22	26	30	35	40	45	50
5,000	12	15	20	25	31	38	44	50	56	63
10,000	15	25	38	50	63	75	88	100	113	125
15,000	20	38	56	75	94	113	131	150	169	188
20,000	25	50	75	100	125	150	175	200	225	250
25,000	38	69	99	130	160	191	221	252	282	313
30,000	46	82	119	156	192	229	266	302	339	376
35,000	53	96	139	181	224	267	310	352	395	438
40,000	61	109	158	207	256	305	354	403	452	501
45,000	68	123	178	233	288	343	398	453	508	563
50,000	76	137	198	259	320	381	442	503	564	626
55,000	83	150	217	285	352	419	486	554	621	688
60,000	91	164	237	311	384	457	531	604	677	751
65,000	98	177	257	336	416	495	576	654	734	813
70,000	106	191	277	362	448	533	619	704	790	876
75,000	113	205	296	388	480	571	663	755	846	938
80,000	121	218	316	414	512	609	707	805	903	1001
85,000	128	232	336	440	544	647	751	855	959	1063
90,000	136	246	356	466	576	686	796	906	1016	1126
95,000	143	259	376	491	607	724	840	956	1072	1188
100,000	151	273	395	517	639	762	884	1006	1128	1251



LIVE NATION

LIVE NATION VENUES
RETURN TO LIVE

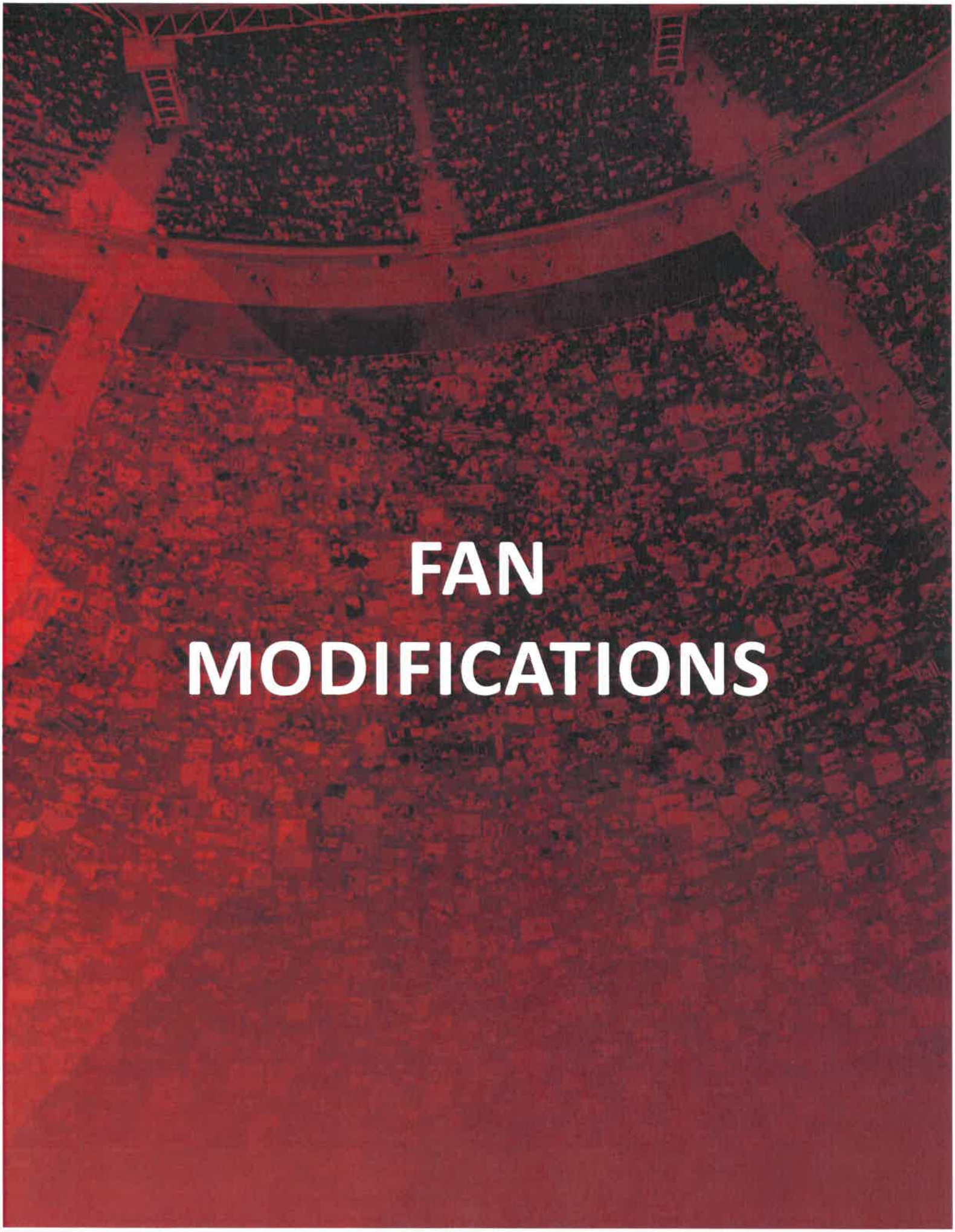
OPERATIONAL GUIDELINES AND PROCEDURES

INTRODUCTION

The safety of our artists, fans, and staff is always our top priority at all Live Nation venues. After thorough examination and research, we've evaluated our current procedures and created an ongoing operational plan to ensure venue safety in these unprecedented times. This is a living document and will continue to be updated based on advancements and changes in our current situation.

Live Nation will continue to partner with experts and consultants in a multitude of areas including the Global Biorisk Advisory Council (GBAC) a division of ISSA, the worldwide cleaning industry association, and Ecolab, a global provider of hygiene technologies. We will also collaborate with a team of epidemiologists and continue to work diligently with the Centers for Disease Control and Prevention (CDC), local government and health departments to maintain the highest standards of safety and sanitation.

These operational procedures will be adjusted in accordance to mandates from local governments and are designed to only be utilized in jurisdictions where public events, like concerts, have been granted to resume. This strategy addresses the uncertain period of time specifically while a COVID-19 vaccine is not yet widely available. We understand some of these practices may become part of our normal standard operating procedures even after a vaccination is widely available and all Live Nation venues reopen to ensure the comfort and safety of our artists, fans and staff.



FAN MODIFICATIONS

STAGGERED ARRIVAL TIMES

In order to stagger fan entry, whenever possible Live Nation will provide the ticket purchaser with an arrival window of time to enter the venue.

- The window will be delivered 72 hours prior to the show via email and app notification.

One of the potentially exposed areas of our concert venues is the fan load in process. Traditionally fans congregate outside the gates to wait for the venue to open. Our new ingress processes are designed to enable social distancing, reducing the queue lines, and building a process to ensure a smooth flowing line of people to enter our venues.

Staggered Arrival Time is designed to accomplish these goals. It is not designed to be a restrictive process but a way to enable large groups of people to enter a venue through numerous check points. This will enable Health Checks to provide fan health safety.

STAGGERED ARRIVAL TIMES

PROCESS

An operations committee is reviewing new technologies to allow staggered arrivals from off the shelf technologies. Numerous Queuing platforms are being considered. Traditionally these software vendors provide queueing software for restaurants and other businesses that take reservations but also enable a Wait List to ensure optimal revenue. It would be our intention to use one of these vendors to allow fans to pick an arrival time for a show. **Note: Discussions are also being initiated with TicketMaster to include this business process in their mobile and web technologies.**

PROPOSED PROCESS

- Approximately 72 hours prior to a show fans are encouraged through email and possibly an alert from the Live Nation mobile app to logon to the selected application to select an arrival time period.
- The Selected application would be configured to only allow a designated number of Fans to register for a specific arrival time. Fan would have ability to register all tickets of their team.
- The application should remind Fans as to the time they have registered for. This should happen Daily and Day of Show to keep this data top of mind. Live Nation Marketing will also send reminder emails to keep focus on designated arrival times.
- A data terminal will be readily available at each gate for reference of who is scheduled to arrive when. Similar to the short-term process, this will allow staff to prepare for peak times.
- A separate wait line should be created at the venue for Fans who do not use the digital process. These fans will be processed through the gates during slower queue times.
- Fan Data from the Queuing System should be retained for analytic purposes to optimize the process over time.

BAG POLICY

Venues will transition to a clear bag policy in order to drastically reduce the handling of personal property and decrease close quarter interaction between fans and security staff.

BAG POLICY

This policy will be implemented in conjunction with our existing Bag Inspection Policy, Size Restrictions and the Prohibited Items Policy and is consistent with other industry standards. The change in policy will remove a touchpoint by eliminating the need to physically open and search bags, improve speed of entry, increase security, and improve safety for both fans and security staff. Bags permitted to enter the venues must now be made of a transparent material where the contents are easily visible without having to open and physically search the bag. Backpacks and bags with multiple compartments will not be permitted. Buckles, grommets/hardware or décor cannot conceal any part of the bag. There may be times that a clear bag or clutch/purse needs to be more closely inspected. If so, the fan will open the bag to make the contents visible to the Officer. Extra clothes should be loosely carried.

- Permitted bags must meet the following criteria and include:
- Clear/transparent bags that do not exceed 12" x 12" x 6"
- Clear one-gallon Ziploc bags
- Non-transparent clutches/purses that do not exceed 5" x 8"

This will require active communication with the fans to educate them on the modified bag policy and mitigate conflicts at the entry gates. Messaging to fans will be implemented via social media, venue websites and fan-journey email communications. In addition to advance communications, on-site signage will be posted at vehicle entrances, throughout parking and camping areas, as well as along walkways leading to points of entry. Signage should be clear and concise, include applicable bag dimensions, and positioned frequently along routes from the parking lots to the entry gates. Fan Ambassadors greeting guests should also be actively communicating the bag size policy and identifying fans who may not be compliant prior to them reaching the venue entrance.

MASKS

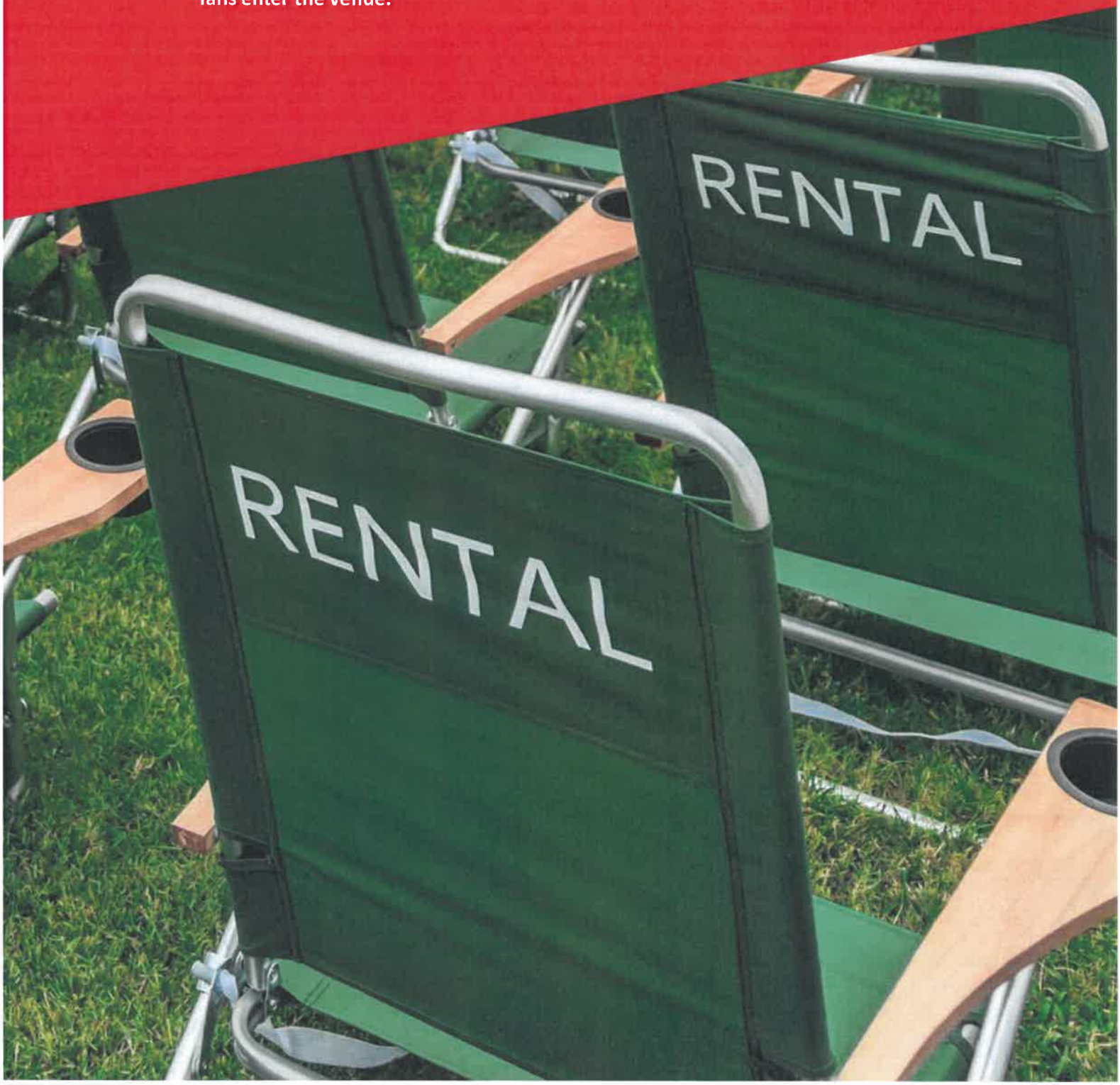
Fans will be required to wear protective masks at all shows if mandated by local governments.

- Crew Nation masks will be made available for purchase throughout the venue should fans wish to purchase.

LAWN CHAIRS & BLANKETS

Personal lawn chairs and blankets will not be permitted at Live Nation amphitheaters.

- Properly sanitized lawn chairs and blankets will be available to rent after fans enter the venue.



SANITIZING LAWN CHAIRS & BLANKETS

Eliminating outside lawn chairs and blankets is another way Live Nation will provide fans with a safer live experience. By excluding these items, a venue can assure each guest has a properly sanitized lawn chair or individually wrapped blanket to enjoy the show. This also helps to keep all fans safe by assuring the number of items bought from a fans personal home is limited. Lawn Chairs will be sanitized using a peroxide-based spray from an Electrostatic Sprayer. Venues will increase the amount of lawn chairs at each venue available to rent and the number of blankets for purchase to assure all venues have enough inventory available for fans onsite. Self-serve sanitizing stations will also be available to allow fans to wipe down their lawn chairs or blankets themselves as well.

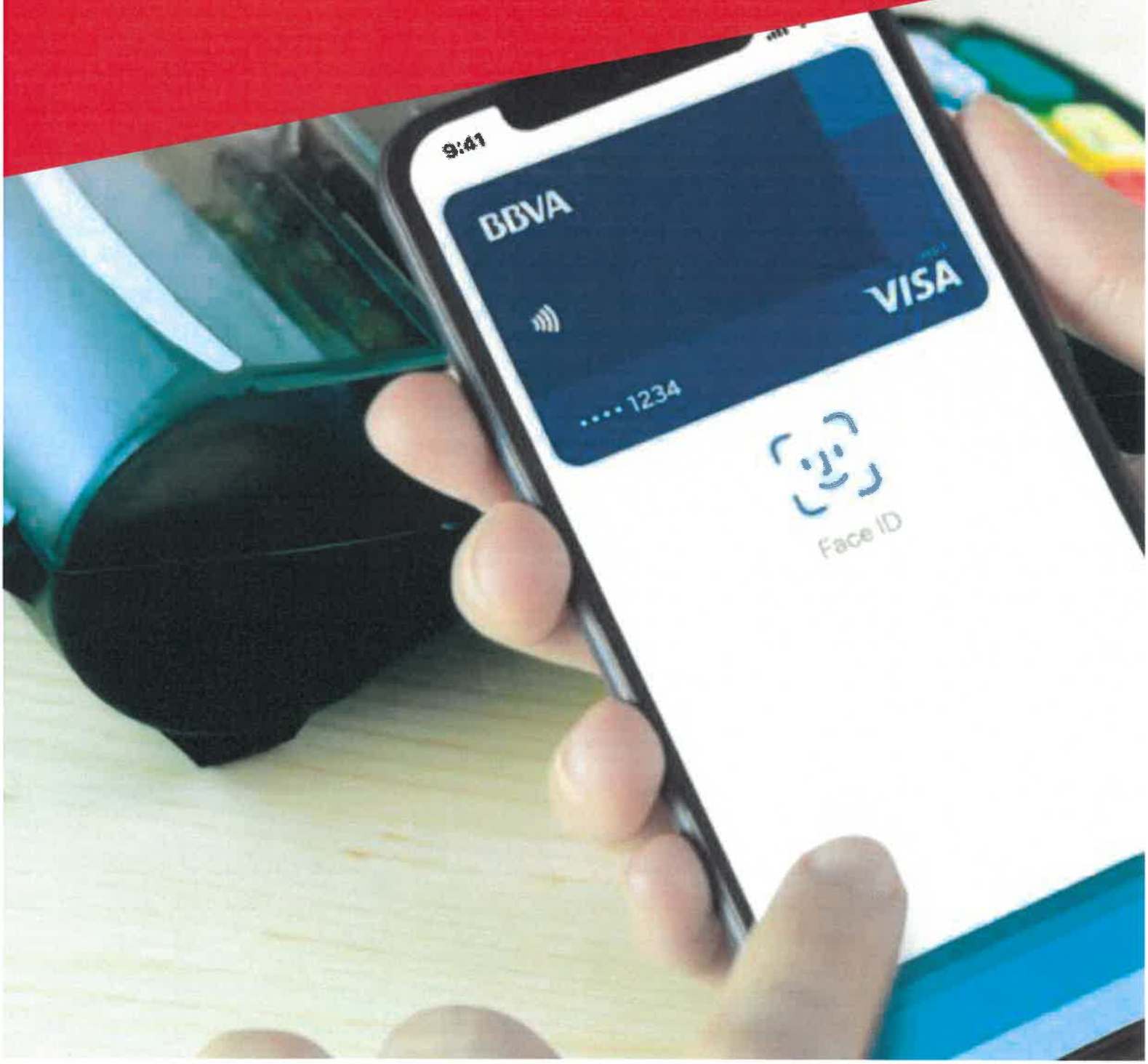
Live Nation is committed to pre and post show disinfectant practices for sanitizing the rented lawn chairs at each venue. Each venue will need to create separate lawn chair pick-up and return stations. The dedicated rental and return stations will allow venues to implement a standard post show cleaning procedure, which will consist of requiring fans to return their lawn chair to the dedicated lawn chair return station near the bottom of the lawn. Upon return, chairs will be sprayed down immediately when taken from the fan and be stacked in a separate place. Each return station will have a team of two Live Nation Band Members, the Sanitation Cleaning Crew, who will wear Personal Protective Equipment. The Sanitation Crew will be taking the lawn chair from the fan and disinfecting it with Ecolab Electrostatic Sprayers. In addition, we will have another team of six dedicated post show Sanitation Cleaning Crew who will be assigned to disinfecting the remaining chairs left on the lawn. Once the chairs are cleaned and disinfected, they will be stacked and rolled to the Lawn Chair Rental station in preparation for the next show.

Furthermore, standard pre-show procedures will include spraying the lawn chairs again with the Ecolab Electrostatic Sprayers to disinfect the lawn chairs' surfaces. Band members assigned to the various ancillary booths during the show will be required to wear Personal Protective Equipment consisting of mask and gloves when handling the lawn chairs.

CASHLESS TRANSACTIONS

Where possible based on available technology, venues will only accept debit and credit cards for all onsite purchases.

- This includes parking, box office, food and beverage, and merchandise transactions.



FOOD & BEVERAGE LOCATIONS

Traditionally, the vast majority of Amphitheater F&B transactions have involved a fan lining up at a concession stand or window, a team member placing their order in the system, accepting payment (handling cash or swiping credit card for the fan) and handing the fan their food and beverage. (Heavy congregation / heavy touch)

GOALS

- Make the transaction more mobile and fan-facing – on their device and without queuing to the extent possible (order on your own device and pick up at a designated location)
- Make the payment touchless when doing walk-up transactions on an LN device
- Eliminate cash as much as possible
- Separate the transaction and payment from the product pickup at all locations

NEW OPTIONS WE ARE EXPLORING

TOUCHLESS SOLUTIONS

- POS Touchless Payments
- Current device would support Apple Pay or Google Pay

CASHLESS SOLUTIONS

- Reverse ATM
    - Reverse ATM systems will be sourced to enable fans to exchange cash for credit / debit card to enable cashless POS transactions

FOOD & BEVERAGE LOCATIONS

CONTACTLESS SOLUTIONS

- **Mobile App Ordering via Pickup**
  - Current LN application would be modified slightly to allow for pickup option
  - Order submitted to Kitchen Display System (KDS)
  - Order Display Board indicates progress of order and location of pickup
- **QR Code Ordering**
  - Customer would use their personal device to scan QR Code
  - Menu would be displayed
  - Order and payment processed on customers device
  - Order submitted to Kitchen Display System (KDS)
  - Order Large Screen Display Board indicates progress of order and location of pickup
  - Fan picks up order at the designated location
- **Third-party food delivery application(s)**
  - Using applications such as DoorDash, Postmates and Uber Eats
  - Create menus for specific stands/concepts
  - Order submitted to KDS
  - Order Large Screen Display Board indicates progress of order and location of pickup
  - Fan picks up order at the designated location
- **Advanced Ordering**
  - Facilitated by either Mobile, QR Code or third-party solutions
  - Transaction is put in the fan's hands and fulfilled at KDS
- **Loaded Ticket**
  - Fans can buy food and beverage credit when purchasing their ticket
  - The ticket will be scanned at the Point of Sale terminal

MERCHANDISE LOCATIONS

AtVenu our point of sale provider is creating a touchless process for the fan by eliminating the signature requirement for any purchases less than $150.00. AtVenu is also expanding its pre-order capabilities so the fans can order merchandise prior to entering the venue. Each venue will have a designated merchandise pick-up location which will help to eliminate lines and passing of merchandise back and forth with our Guests and Band Members.

POS SYSTEMS

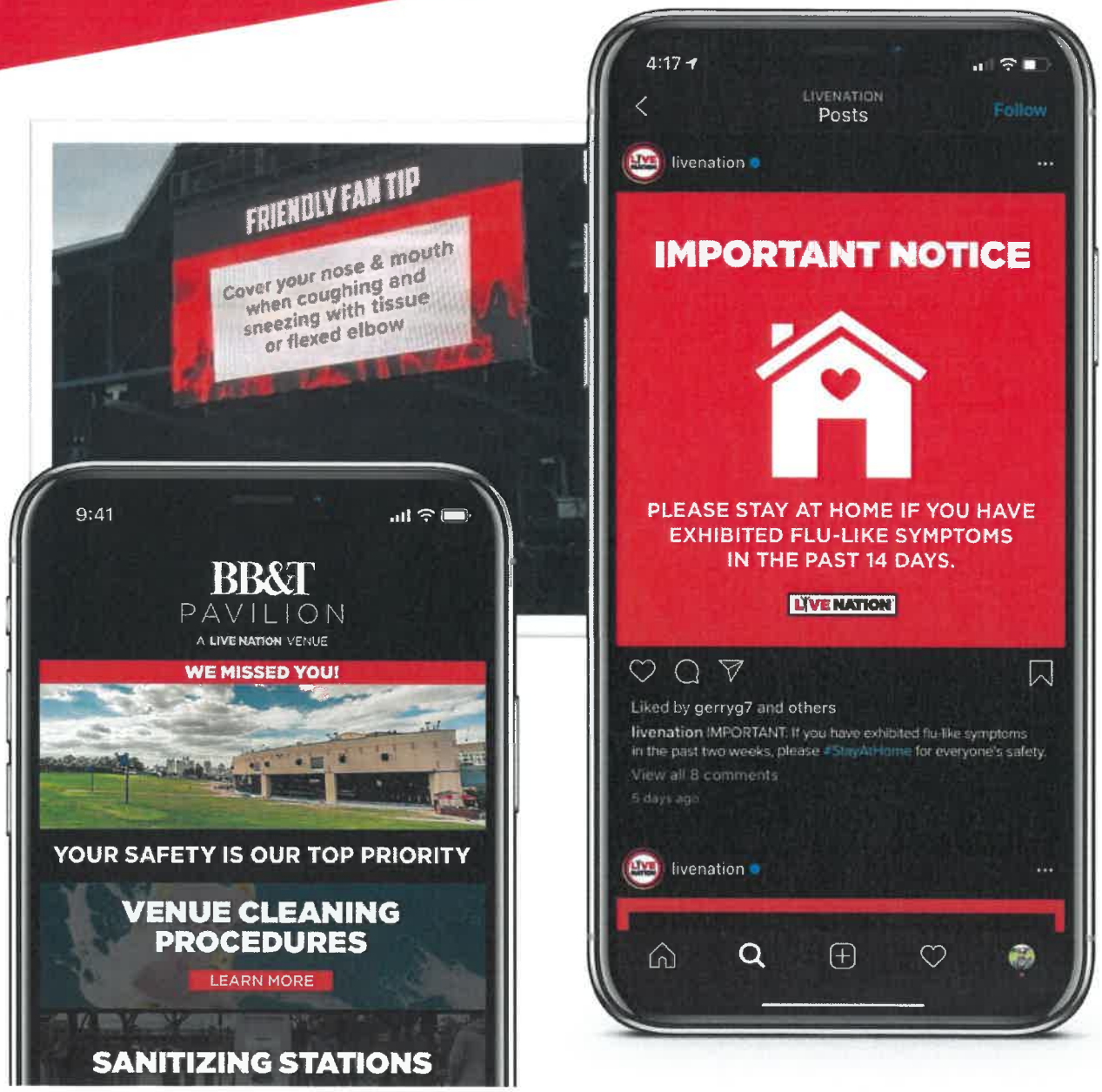
- Band Members will flip the atVenu POS system around to the Guest and let the Guest swipe their credit card.
- Purchase stylus pens so guests can sign the iPad without contaminating the screen.
- Hand wipes/gel next to EACH POS iPad for Guests to clean hands after purchase.
- Buy screen cleaner and wipe each POS iPad prior to doors opening and wipe down after show is wrapped.

NOTE | AtVenu Mobile Orders product will allow fans to view and purchase merchandise from their phone and pick it up at designated fulfillment locations in the near future.

FAN COMMUNICATION

Increased communication with fans on the venue health and safety initiatives through websites, fan journey emails, and onsite signage.

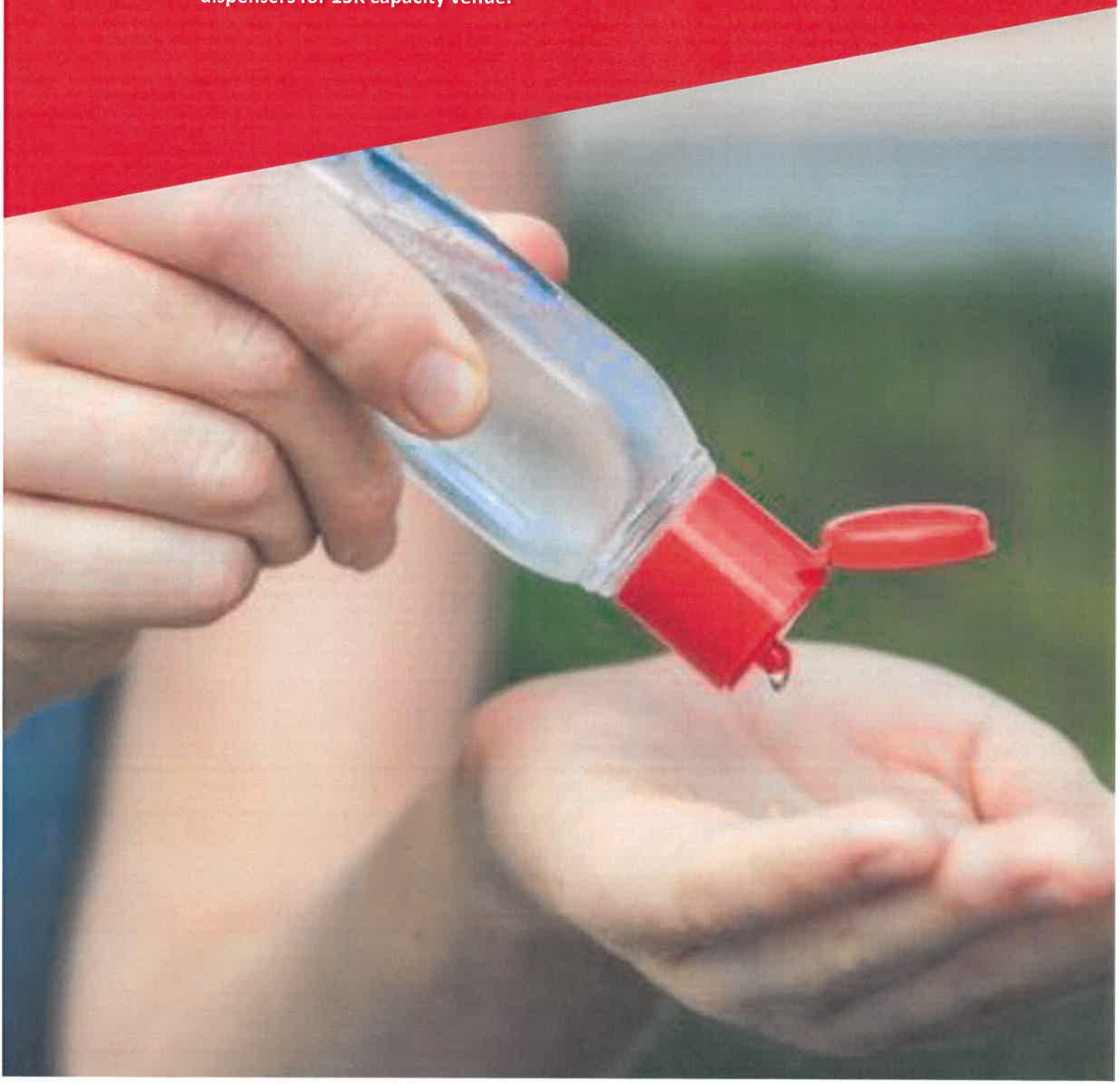
- Signage will be throughout the venue in locations such as restrooms, entry gates, concession stands, and on LED screens.



HAND SANITIZING

For every 100 fans, there will be 1 NEXA Touch Free Hand Sanitizing Dispenser in the venue.

- These will be deployed throughout the venue with an estimate of 150 dispensers for 15K capacity venue.



HAND SANITIZING

Adhering to the list of approved hand sanitizer published by the CDC, our venues will utilize NEXA touch free hand sanitizer. These stations will be strategically placed around the venue to provide ease of accessibility to fans at a volume of 1 sanitizer station per 100 fans. Hand sanitation stations will be placed throughout the venue by the sanitation team prior to gates opening and will be replaced as needed throughout the show. Sanitation teams will monitor the levels at each station throughout the show to ensure stations maintain sufficient supply. Areas and locations of increased contact points will be heavily focused on including but not limited to:

- Parking lots
- Box office
- Entrances
- Concessions
- Catering
- Restrooms
- Merchandising

The venues will be utilizing Ecolab gentle hand sanitizer lotion containing 70% alcohol, at each Nexa sanitation station. The CDC recommends at least 60% alcohol for the active ingredients to kill all viruses known to date. Each station will contain a reservoir for a 750 ml bag of hand sanitizer. Based on average volume of 3 ml per usage, each station will be able to provide 250 uses per re-fill. Based on 150 stations per 15,000 in attendance. There would be approximately 37,500 uses or 2.5 per attendee. Replacements in highly trafficked areas will need to plan on additional re-fills at these locations.

DISINFECTANT WIPES

Disinfectant wipes will be readily available in high-touch areas, including bathrooms, dining tables, concession stands, etc.

In addition to hand sanitation stations, CDC approved disinfectant wipe stations will be available throughout the venue. The venue's sanitation team will place hand sanitation stations prior to gates opening and will be replaced as needed throughout the show. Sanitation teams will monitor the supply at each station to ensure ample supply is provided. The disinfectant wipe stations will be placed around the venue to provide ease of accessibility to fans. The areas of focus will include high contact areas and points of entry including but not limited to the following locations:

- Box Office
- Entrances
- Concessions
- Catering
- Restrooms
- Merchandising

DISINFECTING WIPES PERFORMANCE CRITERIA | The disinfecting wipes provided throughout our facilities will contain at least 60% alcohol as recommended by the CDC to effectively kill all viruses known to date.

STAGGERED EGRESS

In an effort to provide a safe and enjoyable experience for our fans, Live Nation will implement a staggered egress plan. While egress routes will differ based on the layout of your venue, the overall plan should be implemented for each event.

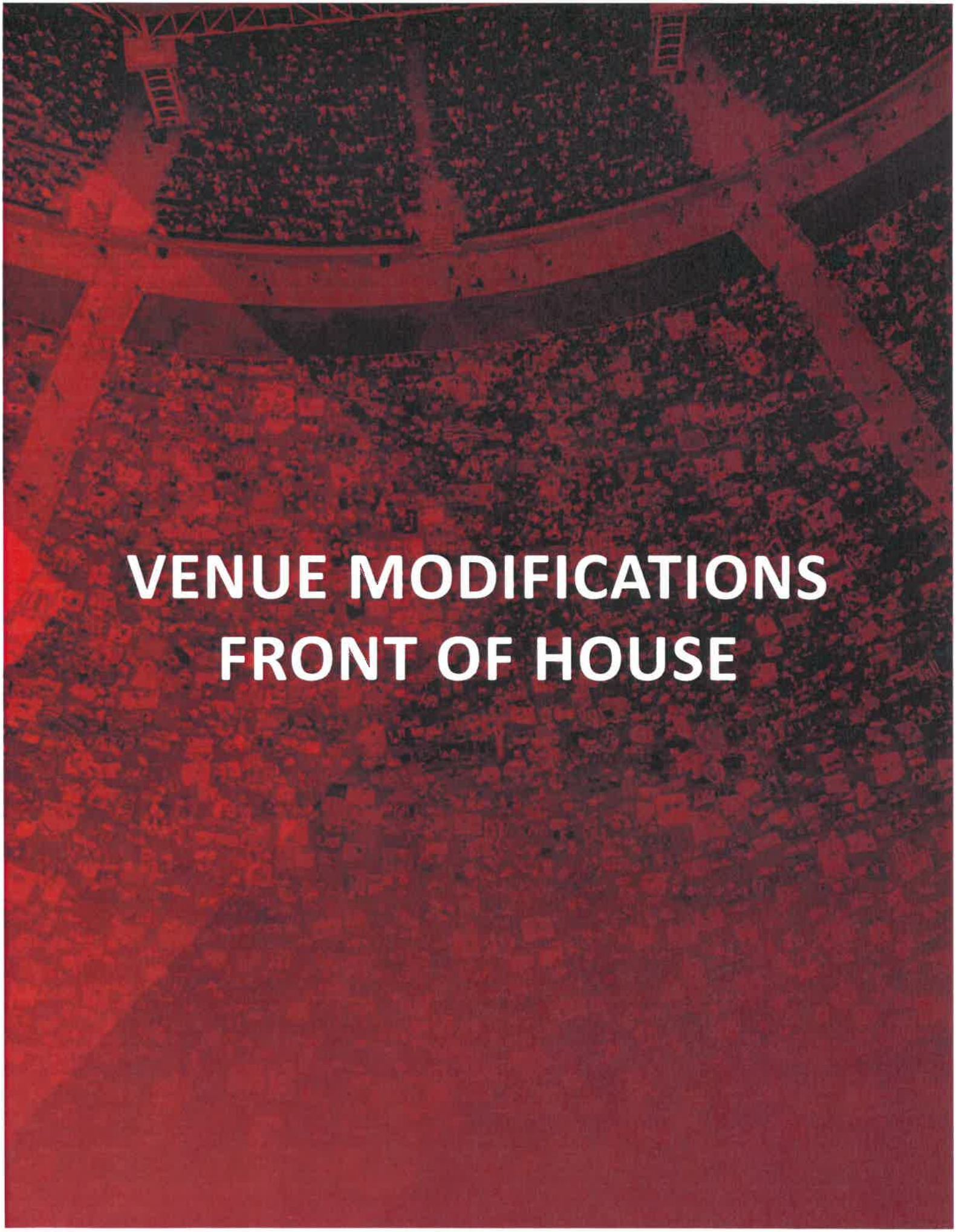
STAGGERED EGRESS

Using the already planned Emergency Evacuation routes, fans will be asked to exit through the nearest gate. Each section will be part of a controlled release. Venues will need to create as many egress points as possible, utilizing all main and blow off gates. Barricades and staff will need to be positioned in the plazas, on the lawn, and in aisles to create the egress path that fans need to follow. The barricade will be placed in position one hour before the end of the event.

MESSAGING | Prior to each event, the ingress and egress procedures should be communicated to fans. To achieve this, venues can utilize Fan Journey emails as well as include ingress and egress instructions on their venue page. The email communication should be sent out in conjunction with the staggered arrival times at least 72 hours in advance. A follow up email should be sent 24 hours before doors. These emails should include a number to call with questions prior to arriving. Each communication should also include an egress map showing the routes each section will take to exit the venue. This map should include instructions that explain how to get from their seat to their egress gate.

"Rock Responsibly" egress slides should be displayed on video walls throughout the venue during intermissions. These slides should include an egress map detailing where each section will exit the venue. Please note, fans should exit the venue through the gate that is closest to their seats and NOT the gate that is closest to the lot they parked in upon arrival. For this reason, it will be important to redeploy Guest Ambassadors to egress points to direct fans to the parking lot they are parked in. Additional parking lot signage will be required at each egress point as well.

Wherever applicable, a post-show stage announcement should be made by the artist to assist in an orderly egress. Bands should encourage fans to wait for direction from our staff to exit in a safe and orderly fashion.



VENUE MODIFICATIONS FRONT OF HOUSE

SANITATION

GBAC STARTM Facility Accreditation

- Live Nation in partnership with the Global Biorisk Advisory Council (GBAC) will demonstrate compliance with work systems, protocols, and procedures to receive accreditation designating Live Nation Amphitheaters as sanitary, safe, and healthy. This initiative – administered by GBAC, a Division of ISSA, the worldwide cleaning industry association – will serve as the gold standard for facilities to implement cleaning, disinfection, and infectious disease prevention protocols.

ENVIRONMENTAL HEALTH & SAFETY

ENVIRONMENTAL HEALTH AND SAFETY SUPERVISOR | Every venue will now have a dedicated manager, focused on sanitation and overall public health and safety of the venue.

The Environmental Health and Safety Supervisor will be responsible for implementing policies in accordance with the most current legislation and to ensure these policies are being followed by management and employees. In addition, the EHSS will facilitate training of all staff in health and safety issues and advise them on protective clothing and equipment where necessary. Venues will look to the EHSS to oversee the Environmental Services department as well as act as a point of contact for any employee who has a concern regarding workplace safety.

As the Environmental Services department supervisor, he/she will collect and organize cleaning logs for each area of the venue to include concessions plazas, front gates, restrooms, VIP Clubs, handrails, courtesy carts, offices, and the employee break area. The EHSS will track stock of PPEs and disinfectants and notify management when products need to be ordered.

Like other program supervisors, this role requires 30 hours per week and an office/equipment at the venue or a venue related office.

ENVIRONMENTAL HEALTH AND SAFETY STAFF | Cleaning and disinfection staff will grow by 200% in order to increase the cleaning frequency of high-touch venue areas on show days.

The EHS department will be broken down into two tiers. Tier 1 EHS staff will be responsible for overall cleanliness and disinfection of assigned areas of the venues. This staff will avoid touching and/or service all waste stations. Tier 2 staff will be responsible for servicing, transporting, and proper disposal of waste, recycling, and compost throughout the venue. In addition, this team will disinfect all zero waste stations and carts used to transport waste after each use.

Our Tier 1 team, referred to as the Cleaning and Disinfection team will ensure each assigned area is maintained per the guidelines set forth by Live Nation and maintain logs of 30-minute cleanings. Tier 1 assigned areas include concessions plazas, front gates, restrooms, VIP Clubs, handrails, courtesy carts, offices, and the employee break area.

Our Tier 2 team, referred to as the Waste and Recycling team will ensure their assigned areas are trash free. The tier areas will be broken down into plazas. Each team member will be responsible for servicing and disposing of all trash and recycling as well as disinfecting all waste stations.

Everyone will work from a checklist that the EHS supervisor will distribute prior to each event and will gather and organize after each event. Each Employee will be responsible for signing off on their area once every 30 minutes.

VENUE DISINFECTION

After every show, Ecolab peroxide-based spray that kills COVID-19 in as little as 45 seconds will be applied to disinfect all high-touch areas within the venue, including seats, lawn chairs, handrails, restrooms and concession areas.

Prior to doors, each high traffic/high touch area will be treated with the electrostatic backpack sprayer. One sprayer will be dedicated to the restrooms. This employee will be responsible for disinfecting all touch points in the restrooms as well as treating the common areas inside restrooms where people gather. Another team member will be responsible for treating the touch points in our plazas, with an emphasis on tables, chairs, umbrella handles, and waste stations. The third sprayer will focus on all entrance points into the facility. The focus in these areas will be barricades, divesting tables, and all walkthrough magnetometers.

During events all high touch point area will be cleaned and disinfected in accordance with the checklist for each individual area. All tier 1 and tier 2 EHS employees will be required to initial off on completed tasks in areas they are responsible for. We will have charts displayed in fan facing areas. Once a show is complete all logs will be collected and filed by the EHS supervisor.

All high touch areas inside the venue will be thoroughly disinfected after each show. The frequency of cleaning and sanitizing has been increased on all handrails with an emphasis on the handrails in the seating area, entrances and staircases. In addition to increased cleaning and sanitizing, we will deploy electrostatic cleaning sprayers on all handrails in the venue both pre and post event. All seating, to include the reserved seating and lawn chairs, will undergo the same electrostatic treatment once all trash and recyclables has been removed from the seating areas.

After restrooms are clear, the cleaning team will begin the first round of cleaning in all areas of the restroom. This includes using an EPA approved cleaner to scrub all sinks, toilet bowls, and floors. Once the initial cleaning is complete, a more detailed approach will be taken to disinfect all surfaces and touch points inside restrooms. The tier 1 EHS team member will treat all touch points to include, sinks, stalls, dispensers, common areas, waste receptacles, and entrances with the electrostatic backpack sprayer.

WASTE & RECYCLING

Dedicated, trained staff charged with the proper and safe removal, transporting, and storage of waste and recycling throughout venue.

- Suspension of hand sorting of waste and recyclables until further notice.
- Other elements of our Sustainability Rocks program including water refill stations, green cleaning, plastics reduction, and employee and guest education will remain in-tact.

In order to limit the number of employees from direct exposure to waste and recyclables, a dedicated team will be responsible for the efficient and safe removal, transport, and storage of waste and recycling throughout the venue. Responsibilities may include but are not limited to:

- Servicing all waste and recycling bins in assigned area regularly to prevent overflow of materials
- Disinfecting waste and recycling bins in assigned area every 30 minutes
- Disinfecting any carts used to transport waste and recycling every 30 minutes
- Using color coded bags for quick identification of materials (clear for trash, blue or no bag for recycling, green for compost where applicable) to reduce excess handling of materials at disposal
- Regular rotations of assigned area to properly pick up and dispose of waste/recyclables left on ground and on picnic tables
- To the greatest extent possible, use a trash grabber to practice top sorting of bins to reduce contamination of waste and recycling to reduce excess handling of materials at disposal

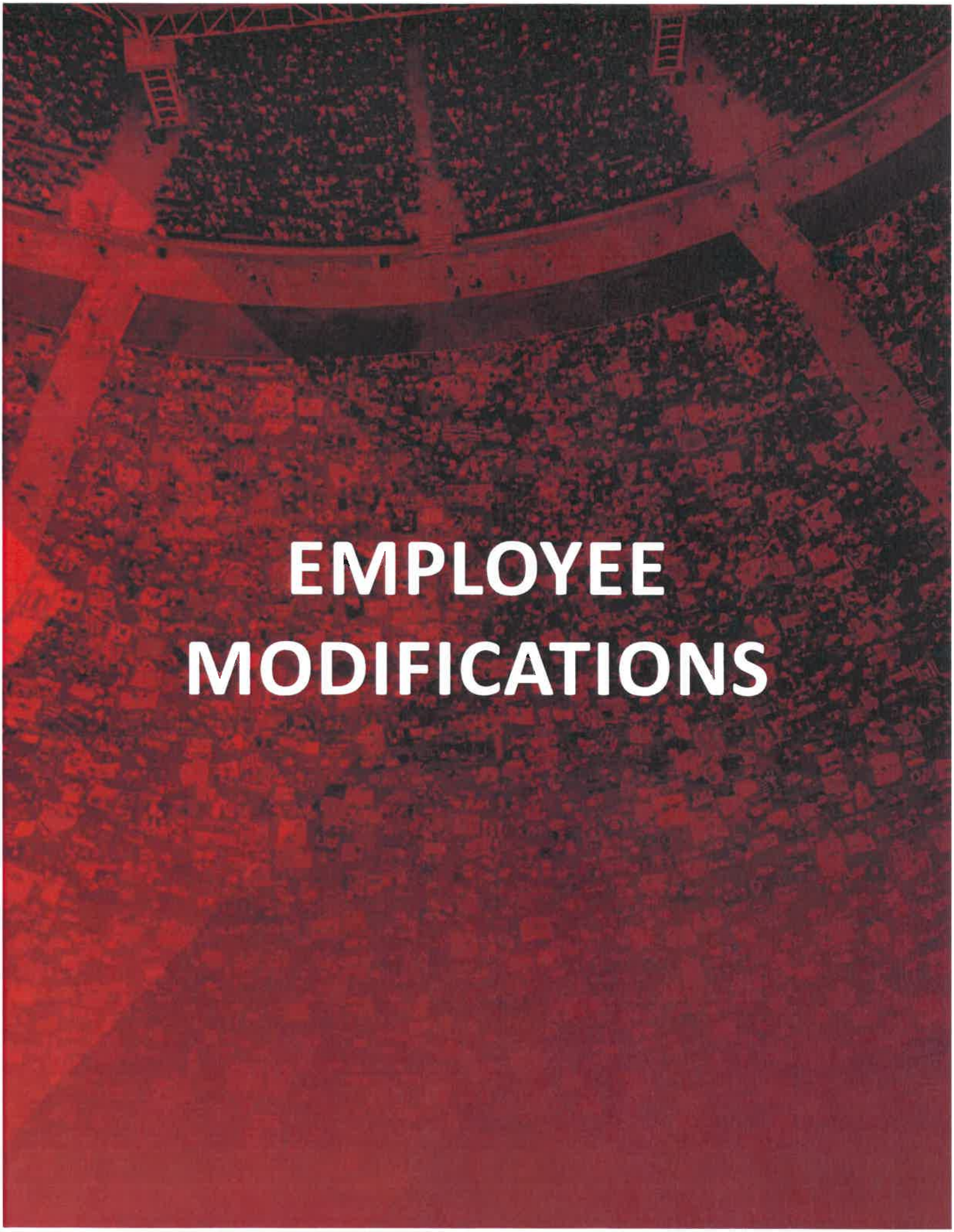
WASTE & RECYCLING

EMPLOYEE EQUIPMENT | Any employee handling waste is provided and encouraged to use the following PPE Equipment:

- Puncture-resistant gloves
- Face and eye protection
- Aprons
- Trash grabbers

OSHA GUIDANCE: WASTE AND RECYCLING | Currently, the Centers for Disease Control and Prevention (CDC) and the World Health Organization (WHO) are not calling for any additional steps to handle municipal solid waste (MSW) or recycling. Waste handling is not a disease pathway and has not been identified as needing any special precaution by the WHO or CDC. As with all handling of solid waste and recycling, caution and PPE should always be used.

SOLID WASTE | Workers and employers should manage municipal (e.g., household, business) solid waste with potential or known SARS-CoV-2 contamination like any other non-contaminated municipal waste. Use typical engineering and administrative controls, safe work practices, and PPE (see definitions below), such as puncture-resistant gloves and face and eye protection, to prevent worker exposure to the waste streams (or types of wastes), including any contaminants in the materials, they manage. Such measures can help protect workers from sharps and other items that can cause injuries or exposures to infectious materials.



EMPLOYEE MODIFICATIONS

TEMPERATURE CHECKS

All employees and third-party contractors will be evaluated with a laser-thermometer prior to entry.

- Onsite medical personnel will conduct secondary screenings of employees and third-party contractors with temperatures greater than 100.4 degrees per CDC guidelines
- Employees with temperatures exceeding the threshold of 100.4 degrees will be sent home
- An "Infection-Mitigation Supervisor" (IMS) will manage temperature-checks and health-screening. (For additional information regarding the Infection-Mitigation Supervisor, see Appendix 1)

TEMPERATURE CHECKS

TEMPERATURE CHECKS & HEALTH SCREENING | In addition to a health-screening-questionnaire, no-touch thermal/laser cameras or thermometers will be used to evaluate all personnel entering the venue. The Infection-Mitigation Supervisor (IMS) will manage health and temperature screening prior to, during, and after the event.

Employees (and all 3rd party vendors) will access the health screening questionnaire via QR code, scanned at all temperature check locations.

Health screening questions will include:

- Have you been in close contact with a person who has a confirmed case of COVID-19?
- Are you experiencing a cough, shortness of breath or a sore throat?
- Have you had a fever in the last 48 hours?

Wristbands issued daily to personnel who have successfully met screening criteria will be required for the duration of their working day and must be presented when requested.

The IMS will ensure disinfection and calibration of all thermal laser devices prior to the event. Thermal-laser calibration will require measurement of an object with a known-temperature. A CDC-approved-disinfectant will be used to sanitize all calibrated lasers.

Personnel with temperatures in excess of 100.4 will receive a secondary scan under the supervision of the IMS no sooner than 5-minutes after the initial reading per CDC guidelines, and after being discreetly escorted to an isolated location.

If the initial reading in excess of 100.4 is confirmed during the secondary screening, the employee will receive relevant COVID-19 information, including testing locations, and be asked to leave the facility. A human resources representative will be on call for any questions, and employee privacy must be maintained during the entire screening process.

FACE MASKS & GLOVES

All employees and third-party contractors will be required to wear face masks, with select positions required to wear gloves.

FACE MASKS & OTHER PPE

All employees and third-party contractors will be required to wear face masks, with select positions also required to wear gloves.

To minimize the likelihood of the unwanted spread of contaminants and the possibility of contracting or sharing the COVID-19 virus, every Employee will be issued a personal uniform that needs to be laundered, prior to each shift. If a specific item is not laundered, prior to the next shift, the Employee must replace the item to use for their shift. If an alternate item(s) is to be used, Employee will be required to provide the alternate item via their own sourcing methods. Consideration will be given to issuing multiple sets if an employee works regular shifts.

Venues are required to provide PPE for every Live Nation employee, regardless of their employment status (i.e., Permanent, or Part time seasonal, Legends staff TBD). Higher-risk front line employees such as Security, Housekeeping, etc. may receive additional items.

Venues will provide PPE items at the security / employee check-in ingress location(s) for Employees who did not bring their own. Depending on the size of venue and number of entrances, multiple distribution points may need to be activated. When possible, masks will be offered as individually wrapped to ensure they are sterile.

Instructions and training will be provided on fitting, wearing, and usage including safe removal, sanitizing and single-use disposal. Should a Live Nation Employee have a PPE item which becomes faulty, damaged and or may need replacing during work shift, Live Nation will issue a replacement uniform item at employee break room / Show ready uniform distribution location as identified in each venue.

Items provided by the venue are to be worn for all shifts, and must be worn prior to entering venue licensed premises, and must remain on until after exiting the licensed premises. These include:

- Protective Face Covering (for all Employees)
- Full Face Mask (for select positions)
- Gloves (for select positions)
- Protective Gowns/Suits (for select positions)

SANITATION TRAINING

All employees are required to complete a rigorous e-learning course on cleaning and safety operations prior to the start of the season.

SANITATION TRAINING

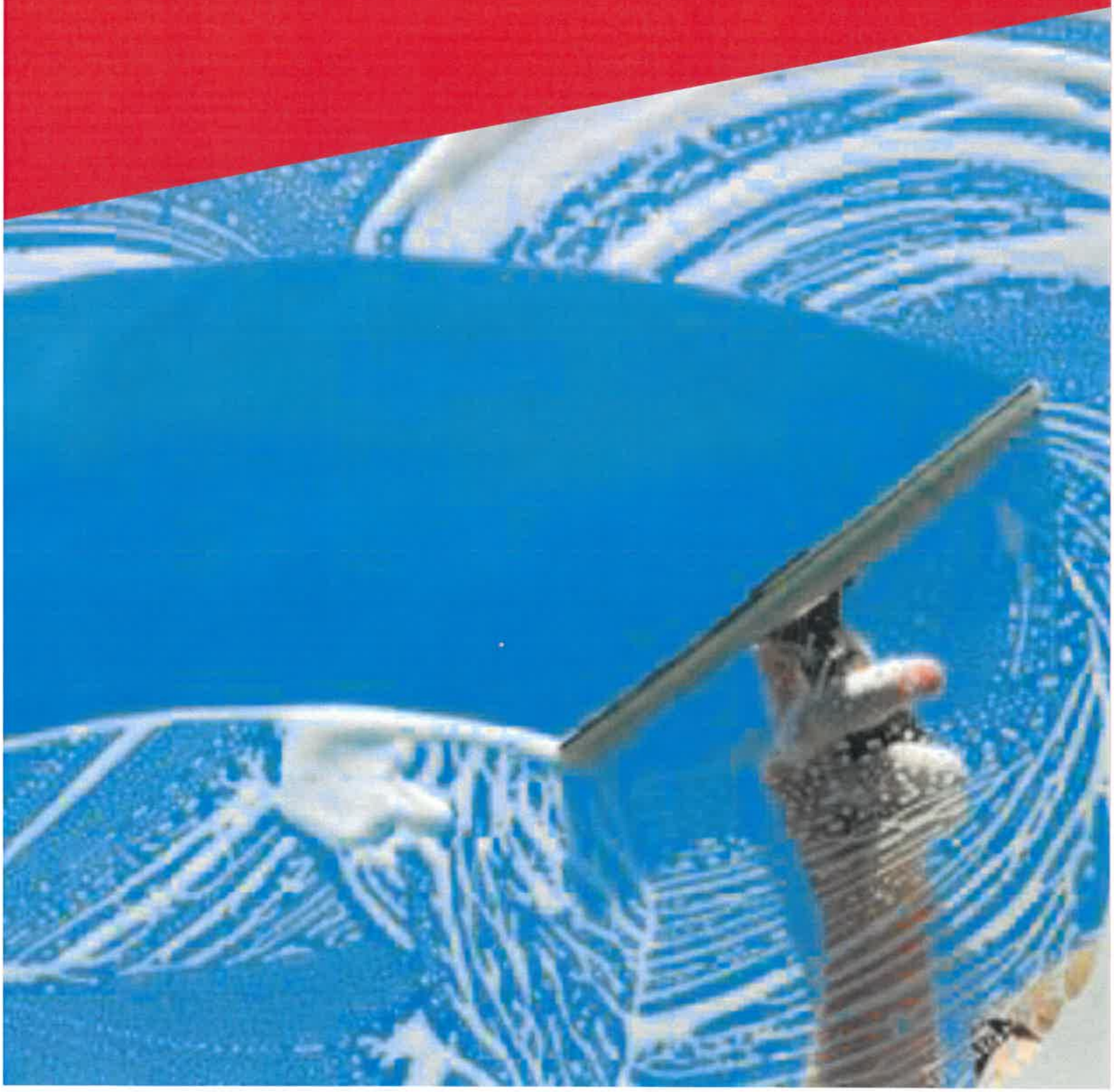
All employees shall be trained on the concept, policy and procedures related to enhanced venue cleaning and sanitization to minimize the risk of spread of COVID-19. Training should be completed prior to start of opening date via an e-learning course that covers safety topics that can be applied to all venues. Topics should include handwashing, personal protective equipment (PPE), cough & sneeze etiquette and touching your face. High touch area sanitation practices such as in public areas and restrooms should also be covered. The training will reinforce practices for healthy workers and volunteers.

Sanitation Training refers to the education of employees to help protect themselves and customers from the spread of COVID-19. It is intended to inform them of the methods in which they can do so and to bring awareness to enhanced venue cleaning and disinfecting practices. Personnel that are designated as "Cleaning Personnel" are required to attend a more in-depth, in person, and venue-specific training. There are many resources available including the Center for Disease Control (CDC), the World Health Organization, (WHO) and the Occupational Safety and Health Administration (OSHA). Some helpful links are noted below. We are also partnering with our vendor Ecolab to provide essential training and resource material. Training will be made available within the Live Nation Workday Learning system.

- CDC COVID-19 information can be found here: https://www.cdc.gov/coronavirus/2019-nCoV/index.html
- World Health Organization information can be found here: https://www.who.int/emergencies/diseases/novel-coronavirus-2019
- OSHA COVID-19 information can be found here: https://www.osha.gov/SLTC/covid-19/controlprevention.html
- Ecolab Sanitation Training Resources can be found here: https://ecolab.widencollective.com/portals/armw0ait/LodgingCOVID-19ResourceLibrary

CLEANING PERSONNEL TRAINING

All cleaning personnel are required to attend an intensive in-person training program regarding specific venue cleaning procedures and schedules.



CLEANING PERSONNEL TRAINING

We are partnering with our vendor Ecolab to provide essential training and resource material as well. Training will be made available within the Live Nation Workday Learning system as well as on Ecolab's website.

- Topics include, education on appropriate formulas, use and application of all cleaning and disinfecting materials, proper use of cleaning equipment and care, and area specific cleaning schedules and record keeping.

In addition to Sanitation Training, all employees designated as Cleaning Personnel are required to attend an intensive, in-person, venue specific training session regarding cleaning procedures, safety measures and schedules. Cleaning Personnel will adhere to GBAC Star™ protocols and procedures ensuring compliance required for GBAC STAR™ accreditation.

All employees designated as cleaning personnel (may not be their normal role) shall attend venue specific training prior to executing their role. Cleaning personnel shall be trained on proper use, handling, care, and maintenance of associated cleaning and sanitization equipment. At a minimum, training shall include the proper use and disposal of personal protective equipment (PPE), Hazard Communication (HAZCOM) and Blood Borne Pathogens (BBP) in compliance with OSHA regulations. Specific cleaning schedules, locations/objects, approved cleaning products and record keeping requirements must be established and communicated to ensure venue compliance with recommended COVID-19 prevention practices. On site demonstration of cleaning and disinfecting practices shall be included in training. Training shall be documented to include date, trainer, attendee, and topics covered.

STAFF PROTOCOLS

Venue show staff make up the second largest group of people onsite after our guests and their safety and wellbeing is equally as important. Protocols will be put in place and common practices redesigned to create a safe and healthy work environment for all show day employees.

STAFF PROTOCOLS

CLOCKING IN/CLOCKING OUT | Clock-in systems have always required individual employees to touch the screen whether to punch in their SSN or select "clock-in" or "clock out" and been in high congregating areas. All hourly venue employees will now utilize a touchless clock-in system when clocking in and out of their shifts to limit hand to screen contact as well as abide by social distancing guidelines where possible. All check-in areas will be outfitted with demarcations of six-feet to help manage the check-in line and support social distancing guidelines.

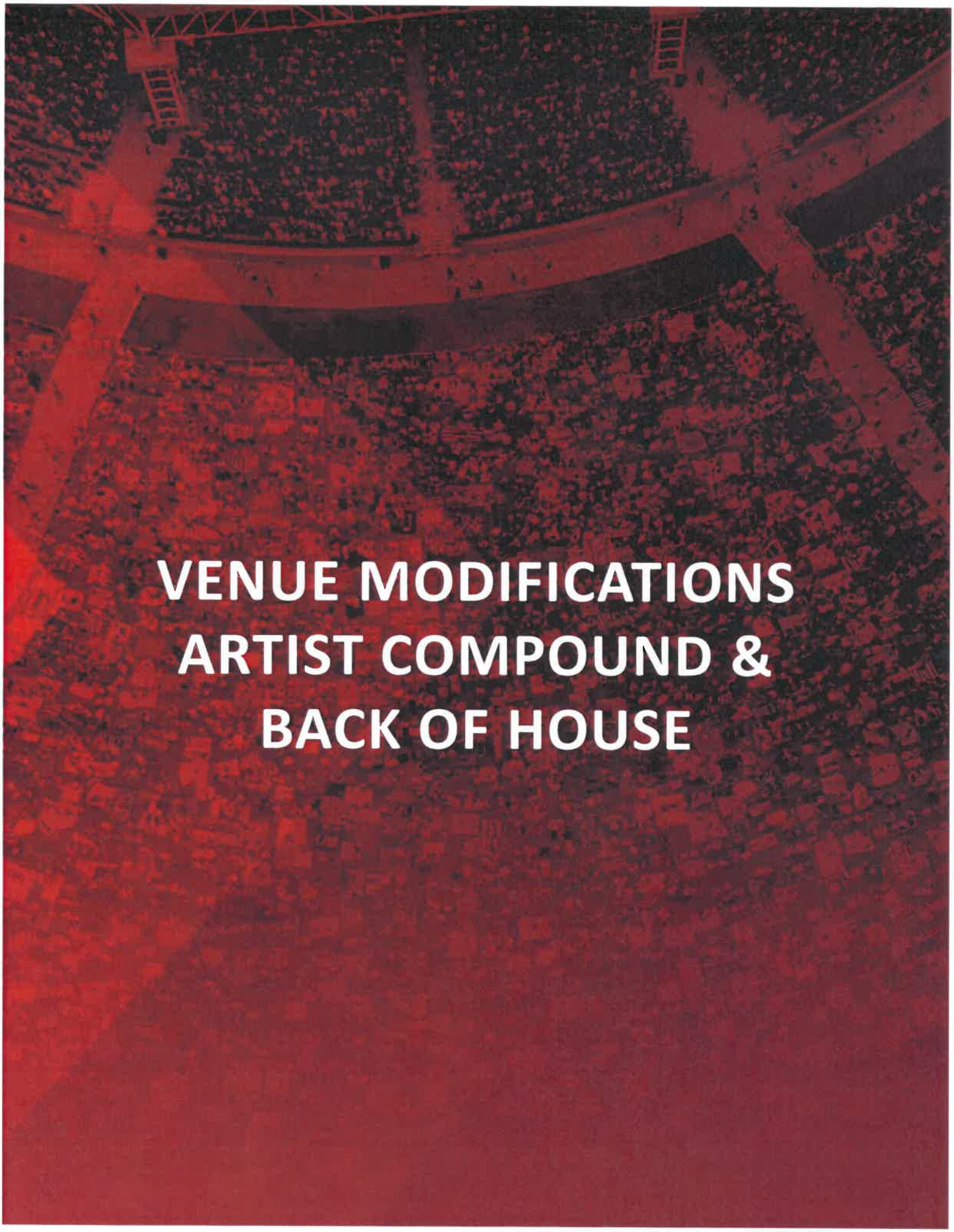
- Departments will have staggered check-in times to help eliminate large volume of employees all arriving at once.
- Depending on the venue configuration, venues are strongly encouraged to utilize multiple entrances designated as check-in's; where both temperature checks can occur and are outfitted with a touchless clock-in system to prevent overcrowding in a single area.
- Where lines are subject to form, 6-foot indicators will be clearly placed to help employees abide by social distancing guidelines

STAFF UNIFORMS | To eliminate an additional point of close contact/interaction, all show staff will be provided with two uniforms prior to the first show of the season. Each member of the show staff will be issued two uniforms prior to the beginning of the season, which they will be responsible for through the duration of the year. Staff will arrive to the venue dressed in uniform and prepared to work, thus eliminating the need to check out/in uniforms. Should a uniform be lost or damaged during the course of the season, the staff member must arrange to obtain a new uniform prior to the start of their next shift with their immediate supervisor. At the end of the season, or upon resignation or termination, the staff member will be required to return both uniforms.

STAFF MEETINGS | Elimination of all on-site large-scale employee meetings* to help maintain social distancing practices.

All large-scale employee meetings, such as pre-season orientations, shall be held on virtual platforms such as Zoom.com using both meeting and webinar functions. With the exception of necessary in-person cleaning and sanitation training, all employee training will be conducted virtually through our Workday Training Hub.

In an effort to maintain ongoing engagement with our venue staff, continued regular communication will be conducted through email, newsletters, social media sites, etc. Day of Show sheets will be provided via email or other forms of mobile communication at least 24 hours prior to Show Day in order to ensure each employee is given the necessary information to properly and safely do their job. Additionally, Day of Show meetings will be limited to those in supervisory roles only. They will then relay information to their teams directly and individually at their workstations while practicing social distancing.



VENUE MODIFICATIONS ARTIST COMPOUND & BACK OF HOUSE

ARTIST COMPOUND & BACK OF HOUSE

As with fans and employees, venue management has an obligation to ensure that the Artist, touring crew and local labor crew members do not present a risk to the venue or each other. The venue should be equally responsible in imposing standards to ensure that any persons entering the venue backstage are following the guidelines and procedures put in place to mitigate the risk of COVID-19 virus contamination.

The following procedures and protocols will be implemented on-site and communicated to the appropriate parties (production managers, tour managers, labor union representatives or local labor company) in advance of the show. All communication will adequately explain all new backstage SOPs, mandatory actions required by all parties and expectations put in place to minimize the likelihood of transmission throughout the venue.

TRUCK ARRIVAL / LOAD IN PROCEDURES | Truck and bus arrival will occur at designated, staggered times. No early arrivals where routing would otherwise allow. Upon arrival, truck doors will be sanitized with Ecolab peroxide-based spray prior to opening.

Social distancing practices will be strongly encouraged where possible. Entrance into the venue will be controlled at all times to prevent unmanaged entering. Free-standing hand washing stations at loading dock or hand sanitizer stations in the parking lot. The load in schedule will be provided by the venue production manager to the tour production manager at least 48 hours before arrival at the venue.

- Upon arrival, a designated, trained sanitation officer will meet buses at the loading dock and immediately spray the door with Ecolab peroxide-based spray
- All local labor crews used by the venue will be provided with an updated list of safety requirements and expectations, to ensure awareness and compliance before arrival
- Crew calls will be staggered and scheduled based on Artist production needs e.g. production/lighting riggers, followed by video, then set.
- While some laborers will work throughout the day, once a laborer has completed their work they will be asked to clock out and vacate the area within 15 minutes to prevent idle bodies
- As practicable, any doors, gates, etc. that must be passed through must be left open during the arrival and departure windows to minimize exposure via door handles
- Tour Manager and House Stage Manager will encourage distancing where possible to limit any unnecessary groupings as can reasonably be achieved.

ARTIST COMPOUND & BACK OF HOUSE

VENUE / LOCAL EQUIPMENT | With production trucks and crew traveling to the venue it is imperative that precautionary measures are taken prior to and immediately upon arrival at the venue, to prevent any outside contamination from entering the premises through equipment.

- All touring equipment including, but not limited to, road cases, costumes, sets, technical and safety equipment, uniforms, etc. must be thoroughly disinfected prior to arriving on site.
- As part of their agreement, all local equipment rental companies will be asked to provide proof of pre-sanitization upon delivery.
- Crew (touring and local) will be required to wear gloves during load-in and when handling any/all equipment.

BACKSTAGE ENTRANCE PROCEDURE | There will be separate entry lines that feed into the main entrance door; separating touring crew/artists and local crew/catering/venue staff. Each line will have demarcations in place to help practice social distancing guidelines and will go through all necessary health screening and safety protocols. All personnel entering backstage area must use respective check-in and will be prohibited from entering through loading dock gates. A designated exit will be identified separate from the screening area to prevent anyone bypassing entry procedures. All exits require re-screening to re-enter.

Strongly encourage all crew check-ins to take place outside prior to screening procedures to make sure only those scheduled to work are entering the building. All information around the changes to condition of entry and required practices will be shared, in advance, with both the tour and local labor crews.

Messaging should include the following:

- Pre-assigned separate entry lines, with visible on-site signage indicating which group (tour vs local) enters through each line
- Signage will be posted outside of each door with screening and entry requirements
- Each entry line will have all screening protocols in place including health screening and bag check
- Temperature Scans will be available during all health screening upon entry. Administering of the temperature scan will be done per artist request, and all individuals who scan above 100.4 degrees will be prohibited from further entering the back of house area
- Wristbands issued daily to personnel who have successfully met screening criteria will be required for the duration of their working day and must be presented when requested.
- Any laborer who is not scheduled or has arrived at the wrong time, will be asked to leave the premises immediately and return at the proper hour.
- Mandatory hand sanitizer application for ALL persons entering through either backstage entrance at all times.

ARTIST COMPOUND & BACK OF HOUSE

MASKS | All touring crew/local crews/backstage catering/venue staff will be required to wear masks/face coverings at all times, unless eating. After meal break or leaving designated venue premises, the masks must be placed back on for the remainder of their shift. Replacement masks will be available at the entrance.

Due to the close proximity during set-up/breakdown of production and limited space to adhere by social distancing at all times, masks are the strongest defense to help limit both aerosol and contact transmission and will be strongly encouraged or mandatory depending on venue location.

- All face masks or face coverings (surgical or cloth) must provide proper coverage of nose and mouth
- If touring or local crews/staff do not bring their own masks, the venue will provide one upon entry and made available throughout the day at both backstage entrance locations
- There will be mask/glove only receptacles placed throughout backstage to safely handle the disposal of used items

ARTIST COMPOUND & BACK OF HOUSE

CATERING | **Boxed meals or single serving, pre-portioned meals strongly preferred.** If buffet style, sneeze screens must be in place and food servers with proper PPE required to serve food. No self-service stations. Coffee and craft service area separate from catering to allow access all day to refreshments to limit stagnant traffic. Masks disposed of upon entering catering and hand washing/hand sanitizer required right before entry. New masks provided at exit after lunch.

Backstage catering has previously been a place of congregation. Usage of this space will be limited at all times, with staggered entry times to undertake best efforts to socially distance while eating. More outdoor spaces will be designated for catering to prevent reliance on indoor areas only.

- Catering schedule will be developed by production/tour managers based on call times
- Number of individuals allowed in catering at one time will be determined by seating arrangements that can abide by social distancing guidelines.
- Prior to entering and directly outside the catering space, a single handwashing/hand sanitizer stand will be placed and ANYONE ENTERING must wash their hands prior to entering. Meal ticket taker can push compliance verbally as well as signage.
- During peak mealtimes, Individuals will not be allowed to freely enter the space to prevent overcrowding.
- Wrapped reusable silverware will be handed out with the boxed meals. Upon meal completion, silverware will be left on the table for cleaning crews to collect prior to the re-sanitization process between groups
- All day drink and coffee stations will be subject to distancing guidelines, with flow monitored. Where space permits this would be removed from catering and placed in a designated outdoor area.

LONG LOCAL LABOR CALLS | **Show and load out crew to remain in venue in designated areas with approved social distancing until required to work.**

- Venue Production Manager will identify and designate an outdoor area prior to the season, that can be used by local labor crews' members who must stay on-site through show and load out, to prevent any free roaming
- While space may be limited, crew members will be encouraged to practice social distancing and mask wearing

ARTIST COMPOUND & BACK OF HOUSE

ARTIST ARRIVAL | Limit Artist time in the venue. Performers encouraged to only arrive at the venue immediately at scheduled time for sound check or at a pre-arranged time thereafter. Essential artist entourage will be screened following required screening procedures at the designated Artist Crew entrance.

- All runners sent to retrieve artist will have proper face covering and driving a pre-disinfected vehicle hand sanitizer/masks readily available for all riders. All runner vans will be limited to 4 passengers
- ALL members of an artist entourage will be required to follow all safety and health protocols and can be asked to immediately vacate the premises upon refusal to do so.

DRESSING ROOMS / BACKSTAGE OFFICES | Any office allocated for tour production use will be stocked with hand sanitizer, sanitizing hand wipes and a clear, logged record of cleaning. Throughout the day, a designated cleaning staff member will restock essential items to ensure there is no shortage of necessary sanitation items.

- Dressing rooms will have been completely disinfected prior to artist arrival, with a hanging tag or sign located on the door, indicating READY FOR USE or NEEDS ATTENDANCE. Those tags should be used throughout the day to call attention to service
- All dressing rooms will be stocked with hand sanitizer and sanitizer wipes, along with fresh towels
- Artist hospitality items should be kept to a minimum; however all requested items will be properly wiped down prior to being place in the dressing rooms

BACKSTAGE GUESTS/VIP | Strongly discouraged. If necessary, guests will have designated arrival times and follow ALL safety procedures and requirements prior to entering the backstage area including health and safety screenings. These guests can be asked to leave backstage premises at any time if deemed health and safety risk. Following their screening, all backstage guests will be directed to a designated outdoor area, with limited access to any spaces inside, unless pre-authorized by the tour.

- Where outdoor space is available, venues will be asked to build or refurbish an existing area, to be used for all non-essential backstage visitors/meet and greets/lounge area, to help limit the number of bodies indoors and abide by social distancing guidelines.
- The designated outdoor area would be a furnished, comfortable environment that would be stocked with a touchless hand sanitizer station and be cleaned and disinfected regularly.
- Once guests exit the backstage area, they can only return once they have gone through proper re-screening protocols.

LIVE NATION
THANK YOU