

**SUBMITTAL TO THE BOARD OF DIRECTORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

128A



FROM: Regional Park and Open-Space District

SUBMITTAL DATE:
January 30, 2015

SUBJECT: 2014 Temecula Valley Balloon and Wine Festival Report, District 3

RECOMMENDED MOTION: That the Board of Directors:

1. File this report on the Temecula Valley Balloon and Wine Festival held on May 30, May 31, and June 1, 2014 at the Lake Skinner Recreation Area; and
2. Authorize the Regional Park and Open-Space District to proceed with plans for the Temecula Valley Balloon and Wine Festival Association to conduct the 2015 Temecula Valley Balloon and Wine Festival on May 29, 30 and 31, 2015.

BACKGROUND:

Summary

The Temecula Valley Balloon and Wine Festival Association (Association) held the annual Temecula Valley Balloon and Wine Festival (TVBWF) event May 30 through June 1, 2014, at Lake Skinner Recreation Area in Winchester, California.

(continued on page 2)

Scott Bangle
General Manager

2015-023D EC/MH

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 0	\$ 0	\$ 0	\$ 0	Consent <input type="checkbox"/> Policy <input type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS:

Budget Adjustment: NO

For Fiscal Year: 2014-2015

C.E.O. RECOMMENDATION:

APPROVE

BY:
Alex Gann

County Executive Office Signature

MINUTES OF THE BOARD OF DIRECTORS

On motion of Director Ashley, seconded by Director Jeffries and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Benoit and Ashley
Nays: None
Absent: None
Date: February 10, 2015
xc: Parks

Kecia Harper-Ihem
Clerk of the Board

By:
District

Prev. Agn. Ref.: M.O. 13-1; 4/1/14

District: 3

Agenda Number:

13-4

FORM APPROVED COUNTY COUNSEL
BY:
DATE: 2/4/15
Departmental Conference

- A-30
- Positions Added
- 4/5 Vote
- Change Order

**SUBMITTAL TO THE BOARD OF DIRECTORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: 2014 Temecula Valley Balloon and Wine Festival Report, District 3**

DATE: January 30, 2015

PAGE: 2 of 2

BACKGROUND:

Summary (continued)

The event generated \$50,386.00 in revenue to the Riverside County Regional Park and Open-Space District (District) from gate admissions, parking and camping fees. The event once again was a result of excellent cooperation between the community, Association, Riverside County Fire and Sheriff's Departments, US Immigration and Naturalization Service, City of Temecula, Metropolitan Water District, California Highway Patrol, Federal Bureau of Investigation and the District. The Association has requested authorization to proceed with plans to conduct the 2015 Balloon and Wine Festival at Lake Skinner Recreation Area in Winchester, California. The District and Association, along with all festival partners, will work closely to ensure another successful event if your honorable Board authorizes the District to move forward with this event.

Impact on Citizens and Businesses

The TVBWF provides the local community with a grand special event that is fun for the family and provides a positive economic impact for the local businesses and wineries in the Temecula area year after year.

Attachments:

Agreement

CONCESSION AGREEMENT FOR SPECIAL ACTIVITIES



Date(s) and time(s) of event: *May 29, 2015: 3:00p to 10:00p; May 30, 2015: 6:00a to 10:00p; May 31, 2015: 6:00a to 5:00p.*

This Agreement is made by and between the Riverside County Regional Park and Open-Space District ("DISTRICT") and *Temecula Valley Balloon & Wine Festival Association* ("CONCESSIONAIRE").

The parties agree as follows:

- 1 CONCESSIONAIRE desires to secure from DISTRICT the privilege to conduct the following activity: *2015 Temecula Valley Balloon & Wine Festival.*
- 2 The activity will be held at *Lake Skinner Recreation Area* on *May 29, 30, & 31, 2015.*
- 3 DISTRICT grants to CONCESSIONAIRE the privilege to occupy the following location subject to the terms and conditions of this agreement: *Refer to Specific Business Plan, attached.*
- 4 CONCESSIONAIRE agrees that the use of the location shall be limited to the following purpose(s): *To conduct the annual Temecula Valley Balloon and Wine Festival at Lake Skinner.*
- 5 CONCESSIONAIRE shall pay DISTRICT the following amount(s) for use of the location: *Refer to Specific Business Plan.*
- 6 A Special Event Application Permit (which has been attached to and is made part of this agreement) has been completed by CONCESSIONAIRE and submitted to DISTRICT at least two (2) weeks prior to execution of this agreement. This Application must include the following (where applicable): Statement why the proposed activity is compatible with use of the Riverside County Regional Park & Open-Space District; description of all charges to be made by CONCESSIONAIRE or other persons for the activity and method for collection of charges; listing of items to be sold at the activity; estimated gross receipts to be collected by CONCESSIONAIRE or other persons; maximum attendance at the activity and proposed methods for limiting attendance; description of parking arrangements; listing of individuals responsible for management of the activity; and plan for fire, police and medical protection.
- 7 No later than *April 16, 2015*, CONCESSIONAIRE shall provide DISTRICT with a cash deposit in the amount of *\$20,000.00* to guarantee the following: money which may be payable to DISTRICT pursuant to this Agreement; payment of any utility charges related to the activity; obligation of CONCESSIONAIRE to remedy any damage to the location related to the activity; obligation of CONCESSIONAIRE to remove all trash or other personal property left at the location following the activity; or reimbursement of DISTRICT for any costs incurred by DISTRICT or third parties in order to restore the location to the condition which existed prior to the activity.
- 8 CONCESSIONAIRE shall not be allowed to occupy the location or otherwise begin the activity until CONCESSIONAIRE has complied with all terms and conditions of this Agreement.

- 9 CONCESSIONAIRE agrees that failure at any time to comply with any term or condition of this Agreement shall give DISTRICT the unilateral right to immediately terminate this Agreement and prohibit CONCESSIONAIRE'S use of the location. If such termination occurs, DISTRICT reserves the right to retain any payments made by CONCESSIONAIRE pursuant to this Agreement. DISTRICT retains the right to enter the location at any time and use the premises in the manner which is deemed by DISTRICT to be in the best interests of DISTRICT or the public.
- 10 CONCESSIONAIRE agrees that any authorized representative of DISTRICT or County of Riverside shall have access to the location at all times before, during or after the activity.
- 11 The general public shall have access to the location except as follows: *Not Applicable*.
- 12 CONCESSIONAIRE shall ensure that the activity and all related operations are conducted in a quiet and orderly manner consistent with use of the location.
- 13 CONCESSIONAIRE is solely responsible for the location allocated for the activity; and CONCESSIONAIRE agrees to immediately compensate DISTRICT or third parties for any damage caused to the location or other areas related to the activity. Following completion of the activity, CONCESSIONAIRE shall immediately restore the location and adjacent areas to the conditions which existed prior to the activity. CONCESSIONAIRE shall immediately repair or replace any property which is damaged as the result of the activity.
- 14 The location shall be kept clean and free from all trash and debris. CONCESSIONAIRE shall ensure that the location and surrounding areas are cleared in a proper manner of all trash, debris or other materials related to the activity immediately upon conclusion of the activity. Trash, debris or other materials shall be placed in appropriate receptacles and shall not be moved into the streets or other areas.
- 15 ~~When requested by CONCESSIONAIRE in writing, DISTRICT will issue passes to CONCESSIONAIRE representatives for the activity. The names of such representatives must be furnished to DISTRICT no later than -~~ *NOT APPLICABLE for this event .*
- 16 Vehicles present at the activity may be parked in general public parking areas except as follows: *Refer to Specific Business Plan*.
- 17 CONCESSIONAIRE is responsible to direct all vehicular traffic at the activity unless otherwise required by DISTRICT.
- 18 DISTRICT must approve in advance charges of any kind to be imposed by CONCESSIONAIRE or other persons related to the activity. CONCESSIONAIRE shall provide a complete list of all such charges to DISTRICT at least five (5) work days prior to the activity (including prices for all items to be sold at the activity); and CONCESSIONAIRE agrees to revise any charges as reasonably requested by DISTRICT. The charges submitted to DISTRICT shall apply throughout the duration of the activity. CONCESSIONAIRE shall post signs at the location which state the charges in a conspicuous manner. The size, content and location of the signs is subject to approval by DISTRICT.
- 19 DISTRICT and local fire authorities must approve in advance the use of any building, tent, enclosure or other similar structure. No structure shall be constructed or erected at the location except as stated in this agreement.

- 20 CONCESSIONAIRE shall confine the activity to the location described in this Agreement. CONCESSIONAIRE shall not engage in another activity or business at or about the location other than as expressly stated in this Agreement.
- 21 CONCESSIONAIRE shall ensure that the location is ready for the activity at least 30 minutes before the activity is opened to the public.
- 22 Sound-producing or sound-amplification devices may not be used at or near the location without the prior written approval of DISTRICT. Such devices must not cause annoyance or disturbance to other persons at or near the location. DISTRICT'S determination as to the acceptability of such devices shall be final and conclusive.
- 23 No games, gambling or other activity in which money is used as a prize or premium (including cash "buy backs" of any prize or premium) shall occur at or near the activity or otherwise be used or promoted by CONCESSIONAIRE in connection with the activity. Any method of merchandising used at or related to the activity shall be subject to approval of DISTRICT and local law enforcement officials.
- 24 DISTRICT, County of Riverside, or any third party which owns or operates the location assume no responsibility for loss or damage to property of CONCESSIONAIRE or persons who attend the activity. Property which may be removed or is easily damaged should be secured in protected areas.
- 25 In the event that DISTRICT is required to remove or store any property or materials because of CONCESSIONAIRE'S failure to properly vacate the location, CONCESSIONAIRE shall immediately compensate DISTRICT for all costs associated with such removal or storage.
- 26 CONCESSIONAIRE must obtain all licenses or permits which may be required for the activity. CONCESSIONAIRE shall provide copies of all required licenses or permits to DISTRICT no later than *10 days prior to the first date of the event*.
- 27 Sale of alcoholic beverages shall not be allowed without a proper license or permit and prior written approval of DISTRICT. DISTRICT must approve in writing the exact location where sale of alcoholic beverages will occur.
- 28 If food or other goods are to be sold at the activity, CONCESSIONAIRE shall ensure that all persons engaged in such sale wear suitable clothing in accordance with the requirements of the State of California and other regulatory agencies. CONCESSIONAIRE shall ensure that all persons selling or otherwise distributing foods, beverages or other items for human consumption maintain pure, clean, adequate and wholesome stock which is kept free from any contamination; and that such items are served in accordance with the requirements of the State of California and other regulatory agencies.
- 29 CONCESSIONAIRE shall ensure that the activity is conducted in all respects in compliance with all applicable rules and regulations of DISTRICT, County of Riverside, the State of California, and any other public agency. CONCESSIONAIRE shall ensure that the activity does not infringe upon the rights, privileges or privacy of other persons within the vicinity of the activity.
- 30 Fires are not permitted at the activity except with the prior written approval of DISTRICT and any other applicable public agency.

- 31 CONCESSIONAIRE shall not discriminate in its recruiting, hiring, promotion, demotion or termination practices on the basis of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement or related activities; and CONCESSIONAIRE shall comply with all applicable fair employment and civil rights laws or regulations.
- 32 DISTRICT'S failure to enforce any term or condition of this Agreement shall not be construed as a waiver of any subsequent breach of such term or condition.
- 33 **INSURANCE** CONCESSIONAIRE shall provide insurance as follows:
- a) CONCESSIONAIRE shall provide liability insurance in the following amounts: Bodily injury (\$1,000,000); Property damage (\$1,000,000). Shall provide RIVERSIDE COUNTY REGIONAL PARK & OPEN-SPACE DISTRICT with a Certificate of Insurance evidencing such coverage. The certificate shall name the following as additional insureds: "Riverside County Regional Park & Open-Space District, Park, County of Riverside, and their respective Directors, Officers, elected officials, employees, volunteers, agents or representatives" as an Additional Insured. The certificate must state that the insurance will not be canceled or reduced without 30 days prior written notice to Riverside County Regional Park & Open-Space District.
 - b) CONCESSIONAIRE shall provide Workers' Compensation Insurance as required by California law.
 - c) DISTRICT shall not be responsible for payment of premiums for insurance provided pursuant to this Agreement.
 - d) All insurance coverage shall be subject to approval by DISTRICT and its County Counsel. Insurance provided by insurers not licensed in California is strongly discouraged and may not be acceptable.
- 34 **INDEMNIFICATION** CONCESSIONAIRE shall indemnify and hold harmless DISTRICT, County or Riverside, and any third party which owns or operates the location, including their officers, employees, agents and guests, against any liability, damage, claim, action, demand, judgment, loss, cost or expense of any kind arising from personal injury, death, property damage, or any other cause, based or allegedly based, upon any act or omission of CONCESSIONAIRE, its officers, employees, volunteers, agents or guests, related to or in any way connected with the activity or use of the location.
- 35 Any legal action filed by either party relating to the interpretation or performance of this Agreement shall be filed in the appropriate Court of the State of California in the County of Riverside.
- 36 This Agreement, including any exhibits or attachments, shall represent the complete Agreement between the parties regarding the activity. This Agreement may not be amended by a prior or subsequent oral agreement between the parties or other representatives. The terms of this Agreement may be altered only by a written document signed by both parties.
- 37 This Agreement or the privileges granted herein cannot be assigned or otherwise transferred without the prior written consent of DISTRICT.

38 Additional requirements:

All grounds shall be returned to their pre-festival/pre-event condition within on or before Friday, June 26, 2015, at no cost to the District. That is, any berms and/or grading added, or moved, shall be removed and/or replace to their respective pre-festival/ pre-event location, and will be in the same condition, or better, upon completion, subject review and approval by District Staff.

Hot air balloon launches originated in the park prior to 6:00am on Thursday, May 28, 2015, must be approved, in writing, by the Riverside County Regional Park and Open-Space District and the Metropolitan Water District no less than ten (10) days in advance of the event.

Festival is responsible for picking-up trash during and after the event, Festival will pay for any trash picked-up by RivCoParks staff (documentation of amounts and hours will be provide to the Festival); Festival will be responsible for any damage to District property caused by the Festival staff and/or Festival participants.

See specific business plan.

CONCESSIONAIRE

By: Scott R Vinton Dated: 1/17/15

Name (printed or typed): SCOTT R. VINTON

Title: CHAIRMAN OF THE BOARD

Organization: TEMECULA VALLEY BALLOON & WINE FESTIVAL

RIVERSIDE COUNTY REGIONAL PARK & OPEN-SPACE DISTRICT

By: [Signature] Dated: 1/28/15
Scott Bangle, General Manager

FORM APPROVED COUNTY COUNSEL
BY: Synthia M. Gunzel 2-4-15 5
SYNTHIA M. GUNZEL DATE

**TEMECULA VALLEY BALLOON AND WINE FESTIVAL ASSOC.
A NON-PROFIT CORPORATION
2015 BUSINESS PLAN**

PURPOSE

The Temecula Valley Balloon and Wine Festival Association (FESTIVAL) is an established 501 (c)(4) non-profit corporation. The FESTIVAL's mission is to enhance the charitable, cultural, educational and economic development of the region.

VENUE

FESTIVAL intends to utilize Lake Skinner Recreation Area (37701 Warren Road, Winchester, CA 92596), Riverside County Regional Park and Open Space District (DISTRICT) as the site for the 2015 Temecula Valley Balloon & Wine Festival. The Festival has been held at Lake Skinner for the past twenty two years, and is subject to approval of the Board of Supervisors of Riverside County.

EVENT DATES

Friday May 29, Saturday May 30 and Sunday May 31, are the scheduled dates for the 2015 Festival. Below is a schedule of times for the following activities: (times subject to change).

Friday, May 29, 2015	5:00am to 12:00pm Vendor Set Up/Media
Friday, May 29, 2015	3:00pm to 10:00pm Festival/Balloon Glow
Saturday, May 30, 2015	6:00am to 10:00pm Festival/Balloon Glow
Sunday, May 31, 2015	6:00am to 5:00pm Festival

Access to the park shall be provided by 4:30 a.m. each day.

ACTIVITIES

- A. **Balloon Glow** – Friday and Saturday a maximum of 20 tethered balloons will be featured in the evening “glow”.
- B. **Balloon Tethering** – Saturday and Sunday morning the FESTIVAL will have up to six (6) tethered balloon rides for our guests. This activity will begin at 7:00am and will continue until approximately noon, weather permitting.
- C. **Balloon Launch** – Saturday and Sunday morning up to fifty hot air balloons will be launched in three waves, depending on weather and space. Each launch will consist of a maximum of twenty (20) hot air balloons launched per wave. If a hot air balloon lands in the reserve or park, DISTRICT will escort chase vehicle to balloonist as required by MWD/Reserve/Parks. DISTRICT to be present at briefings to assist in the decision on whether to launch based upon weather and other conditions.
- D. **Beer/Wine/Spirits** – Wine, beer and distilled spirits will be sold to those over age twenty-one. All sales of these beverages are pursuant to the requirements of the California State Alcohol Beverage Control.

- E. **Entertainment** – Live entertainment featuring both local and top-name performers will be featured as part of the admission ticket. Entertainment will be appropriate for the enjoyment of the entire family. On Sunday an exhibition of professional level freestyle motocross riders will perform stunts. Entertainment will begin at approximately 3:00pm on Friday and 10:00am on both Saturday and Sunday and will conclude at 10:00pm Friday and Saturday and 5:00pm Sunday.
- F. **Food Vendors** – There will be a variety of self-contained food booths and food trailers, operating in compliance with Riverside County Department of Health. Vendor area spaces and numbering shall be marked using chalk or other washable/removable marking system.
- G. **Kids' Faire** – A variety of children's games, activities and shows directed towards children age 14 and under will be provided. Pacific Animal Productions is contracted by the Festival for a free educational exhibit of exotic animals. For the protection and security of the animals staff will stay overnight in the Kid's Faire area.
- H. **Vendors** – There will be approximately 200 art and craft and commercial booths staffed by these vendors who will display and sell their works.
- I. **Parking** – All general parking will be located within the park operations area. This area consists of approximately 40 acres of level land located between campgrounds A and C (see attached map). Approximately 7,000 vehicles will be permitted to park in this area at any one time.

Local non-profit organizations will be responsible for parking. These organizations have successfully handled parking for the Festival in previous years and have made the commitment to do so for the 2015 Festival as well. A parking fee of \$10.00 per vehicle, \$15.00 for buses and motor homes, \$20.00 premier parking and \$25.00 for overnight additional camping vehicle will be charged by the Festival.

Parking attendants shall prevent access to campground areas from the general parking lot to avoid illegal access and camping without reservations.

FESTIVAL will be responsible for:

1. Erecting fencing as needed.
2. Marking a pedestrian crossing from the parking area to the Festival grounds.
3. Marking roads within parking area.
4. Providing water trucks for dust control.
5. Providing personnel for water trucks.
6. Grading of parking lot no less than 14 days prior to Festival.

DISTRICT will be responsible for:

1. Preparation of parking area. (mowing)
2. Water for the water trucks to be used in the parking lot.

- J. **Splash Pad** – DISTRICT will turn the Splash Pad on from 3 p.m. to 6 p.m. on Friday, 11 a.m. to 6 p.m. on Saturday and 11 a.m. to 5 p.m. on Sunday.

ADMISSIONS

FESTIVAL volunteers will sell tickets to Festival guests in ticket booths located inside the park adjacent to the parking area.

ATTENDANCE

FESTIVAL will sell:

- a. A maximum of 15,000 tickets for Friday, May 29, 2015.
- b. A maximum of 30,000 tickets for Saturday, May 30, 2015.
- c. A maximum of 30,000 tickets for Sunday, May 31, 2015.

General admission tickets will be sold at the gate for the following prices: (subject to change)

Friday ticket rate	\$25.00 for adults
Saturday ticket rate	\$30.00 for adults
Sunday ticket rate	\$20.00 for adults
Junior ticket rate	\$ 5.00 age six to twelve, five and under are free.

TICKET OUTLET CENTER

FESTIVAL will set up numerous ticket outlet centers prior to the event.

FIRST AID & SECURITY SERVICES

Fire/EMS: Local Volunteer Fire Companies under the direction of the Riverside County Fire Department, and/or The American Red Cross, and/or an approved county or state approved provider, will provide on-site BLS EMS services during Festival business hours as recommended by the FESTIVAL and DISTRICT.

Security: During Festival business hours private security services will be deployed within the Festival grounds by the FESTIVAL. For additional information please refer to heading Public Safety.

WASTE MANAGEMENT

A professional clean-up company will be contracted for trash receptacles and trash removal. The FESTIVAL will contract with a local waste company to install sufficient portable restroom facilities for the Festival attendees that will meet all health, ADA and attendance requirements, as set by Riverside County Ordinance 712, the waste company will be responsible for the sanitation and multiple cleanings on a daily basis. DISTRICT will allow contractor to dispose of sewage into evaporation ponds located in the maintenance yard. Permanent restrooms will be maintained by DISTRICT staff.

RV CAMPING, CHECK IN & PATROLING

DISTRICT will provide the FESTIVAL with campgrounds A, B and C, excluding 11 hosts sites and 4 sites for park staff total of 15 sites(hosts sites 111, 125, 147, 223, 248, 273, 275, 319, 337, 372, 380 staff sites 319, 337, 372, 380). All of Developed Group (Loop A & B, Developed Group Overflow (701 – 740) and Vendor campsites (601 – 648) will be available for use as indicated on the attached map. Day use 2 area balloonist camping. DISTRICT will designate and number all camp sites created in the Developed Group, Developed Group Overflow Dry, and Vendor campgrounds. If changes have been made from previous year map DISTRICT will provide FESTIVAL with an updated map by December 1, 2014, for Vendors, and by February 1, 2015 for use with the online sale of tickets.

FESTIVAL can use up to 6 sites (295, 296, 297, 301, 302 & 303) without charge to either party. Campsites will be available beginning 6:00 a.m. Wednesday, May 27, 2015 through 7:00 p.m. Monday, June 1, 2015. FESTIVAL will be responsible for taking camping reservations. Reservations go on sale March 3, 2015 at 8:00am. FESTIVAL shall issue two passes per reserved site, one as the Primary Camping Unit, and one as an Extra Vehicle pass with both passes reflecting the name of the occupying party. Each site comes with two adult admission tickets per day. FESTIVAL to provide DISTRICT a report regarding sites reserved on or before May 12, 2015. FESTIVAL to provide DISTRICT with updated reports to reflect any changes to the reserved sites after May 12, 2015. Updated reports shall be emailed to Kyla Brown, Vicki Armentrout and Rebecca Chavez.

FESTIVAL will adhere to the following rates:

Camp Sites	Customer Rate	
Full hook up	\$360.00	2 Weekend combo tickets
Water / electricity	\$320.00	2 Weekend combo tickets
Water only	\$275.00	2 Weekend combo tickets
Dry	\$210.00	2 Weekend combo tickets
Vendor	\$ 50.00	Dry site only

DISTRICT shall provide directional signage at the kiosk indicating two lanes, one on the left and one on the right side of the kiosk, for Camping Check-In, and maintaining one lane, to the far right, for event/non-camping attendees.

FESTIVAL shall provide the DISTRICT with a complete camping registration list no later than Tuesday, May 26, 2015.

FESTIVAL representative shall be available to assist in registration of campers, addressing double bookings and other concerns arising at check-in via phone. FESTIVAL to provide contact and phone number by May 19, 2015.

DISTRICT shall patrol all campgrounds. FESTIVAL shall patrol parking lot area and to conduct the exiting of the parking lot each night. NO OVERNIGHT CAMPING in parking lot area will be permitted.

ANIMALS

Animals are not allowed in Festival area except for those who are commissioned by the FESTIVAL for interactive display. Those animals are to be named/listed by FESTIVAL and a list of animals will be provided to the DISTRICT to provide to the Metropolitan Water DISTRICT. Animals will be kept a minimum of 300 feet away from the waters edge. Any droppings from horses will be disposed of within 24 hours.

DAMAGE TO FESTIVAL SITE

FESTIVAL and DISTRICT will complete a pre-festival inspection of the day use areas on or before May 15, 2015. DISTRICT shall document the pre-event condition of the park using digital images and notes. FESTIVAL shall not be responsible for repairs related to pre-existing conditions within the park.

Festival and DISTRICT will complete a preliminary post-festival inspection of the day use areas no later than 10 days after the last day of the event. The FESTIVAL and DISTRICT will conduct a

secondary post-festival inspection no later than 20 days after the last day of the event to determine if there was damage to the irrigation system not revealed by the preliminary inspection. If the DISTRICT allows event(s) which may cause damage to the facilities' grounds between the last day of the Festival and prior to the secondary post-festival inspection the DISTRICT shall make those repairs at its own expense.

FESTIVAL agrees to have DISTRICT make repairs to the irrigation system in the event damage is deemed by both parties to be a result of the Festival.

SITE PREPARATION, SET-UP, & DISMANTLING

Site preparation will begin approximately May 1, 2015. DISTRICT Officials, will allow initial set-up, and marking prior to the commencement of site preparations. FESTIVAL to provide 30 day notice to DISTRICT of when grading of parking lot is to commence. Full site preparations will begin two weeks before the event is scheduled to complete and build facilities needed for said event. Set-up will commence on May 11, 2015, excluding turf areas to allow for irrigation. Irrigation in selected turf areas shall be turned off as of May 25, 2015. All facilities will be dismantled and removed on or before Friday June 26, 2015. Stage set up will not take place until Tuesday May 26, 2015. FESTIVAL shall remove equipment from all grass areas as soon as possible to allow for turf irrigation to resume as quickly as possible to avoid and prevent drought damage. All large equipment, will be removed in the amphitheater area on/by Tuesday, June 2, 2015 to allow irrigation to resume by Wednesday, June 3, 2015.

DISTRICT will be responsible for the preparation of the grounds including but not limited to: mow parking lot, mow park, trim trees, fill in gopher holes for the event, and provide lake, shoreline, and campground patrol.

SITE USE FEE

FESTIVAL will pay the DISTRICT \$1.00 per full priced adult ticket, \$1 per parking fee collected and District payment price for each camp site shall be as follows:

Camp Sites	District Payment
Full hook up	\$110.00
Water / electricity	\$ 90.00
Water only	\$ 70.00
Dry	\$ 40.00
Vendor	\$ 25.00

FESTIVAL shall pay the DISTRICT \$20,000 by April 16, 2015 as an advance payment on camping reservations. The remaining balance due the DISTRICT shall be paid no later than September 30, 2015.

PUBLIC SAFETY

FESTIVAL will contract for security with the Riverside County Sheriff's Department and private security personnel. The FESTIVAL will coordinate security, crowd control, and emergency services under the supervision of a Board Member. DISTRICT will assist in traffic control.

INSURANCE

FESTIVAL will purchase a general liability policy covering the FESTIVAL, the County of Riverside, Riverside County Regional Park and Open Space District and Metropolitan Water District of Southern California.

HAZMAT

Festival Hazmat Team has knowledge of Hazardous Waste Control Laws, Medical Waste Management Regulations, Water Code Sections 13171.c – 13387.b and .e.; Fish and Game Codes 5650 and 5650.1, Vehicle Code and Penal Code sections regarding spilling and dumping as well as Air Pollution, Food and Agriculture codes. The FESTIVAL will take precautions to prevent the release of hazardous or toxic substances. We accomplish this by placing chemical compatible tarps under any holding vessel of gas or diesel fuel and by use of berms around the perimeter. We also keep chemical and soil compatible absorbents nearby to further mitigate the condition as well as fire extinguishers for suppression of any ignition.

The FESTIVAL will provide a Site Safety Plan to the DISTRICT, which will include a Material Safety Data Sheet on all known hazardous and toxic products specific to the Festival. Vendors using compressed gas cylinders will be checked for compliance.

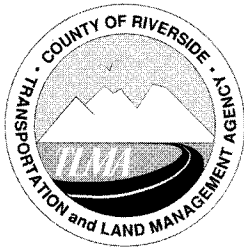
MARKETING

Marketing for the 2015 Festival will include advertising in newspapers; commercials and promotions with radio stations from Riverside, Orange County, Los Angeles to San Diego Counties; local cable television advertisements; collateral materials (flyers and posters); and an aggressive publicity campaign targeted for Riverside, Orange County, Los Angeles to San Diego Counties; major television network news, network morning and feature news shows, west coast magazines, and Southern California newspapers.

AMENDMENTS

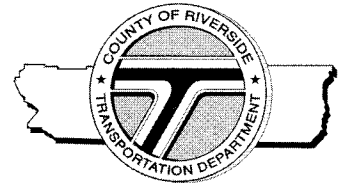
Minor amendments to this agreement regarding Festival operating conditions within the park can be accomplished by written mutual consent of FESTIVAL and the DISTRICT.

Attachment: Special Event Application Permit



COUNTY OF RIVERSIDE

TRANSPORTATION AND LAND MANAGEMENT AGENCY



Juan C. Perez, P.E., T.E.
Director

Patricia Romo, P.E.
Assistant Director

Transportation Department

December 31, 2014

Temecula Valley Balloon & Wine Festival
Ms. Carol Popejoy
P.O. Box 1254
Temecula, Ca 92593

**Re: Temecula Valley Balloon & Wine Festival
Friday, Saturday, & Sunday – May 29, 2015 – May 31, 2015
Parade & Special Event Permit No. 49-0515**

Dear Ms. Popejoy:

Attached is Parade and Special Event Permit No. 49-0515, issued to the Temecula Valley Balloon & Wine Festival Association. This permit allows for the posting of "Temporary No Parking" signs on Warren Road and Borel Road in advance of the entrance to Lake Skinner Park.

The Temecula Valley Balloon and Wine Festival will post "Temporary No Parking" signs and also "Special Event Ahead" signs as per the attached plan.

It is my pleasure working with you and the festival staff. Good luck with this year's Balloon and Wine Festival.

If you have any questions, or need additional assistance from the Transportation Department, please contact me at (951) 955-6804.

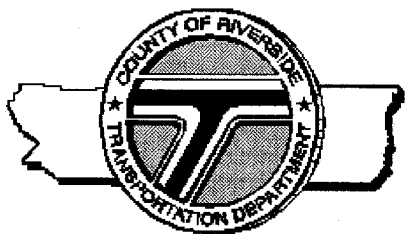
Sincerely,

Jack Cummings
Traffic Operations Supervisor

JC: da

Attachments

Cc: Supervisor Stone, Third District



COUNTY OF RIVERSIDE
TRANSPORTATION DEPARTMENT
HIGHWAY OPERATIONS

**PARADE AND SPECIAL EVENT
PERMIT**

PERMIT # 49-0515 **IS ISSUED TO:**

<u>Temecula Valley Balloon & Wine Festival</u>	<u>Carol Popejoy</u>
<small>NAME OF ORGANIZATION</small>	<small>PERSON IN CHARGE OF ARRANGEMENTS</small>
<u>PO Box 1254</u>	<u>951-676-6713</u>
<u>Temecula, CA 92593</u>	<u>951-676-5921 fax</u>
<small>MAILING ADDRESS OF ORGANIZATION</small>	<small>DAYTIME TELEPHONE NUMBER OF PERSON IN CHARGE</small>

<u>Carol Popejoy</u>	<u>Fri-Sun</u>	<u>5/29-5/31/15</u>	<u>6am-10pm</u>
<small>APPLICANT</small>	<small>DAY OF THE WEEK</small>	<small>DATE</small>	<small>TIMES</small>

TO CONDUCT: Festival **IN THE:** Temecula **AREA.**

Description of route or location: Temporary No Parking: Warren Rd
(from East Benton Rd to Borel Rd) & Borel Road (from Warren Rd to
2,000 feet westerly).

CHP Notification Date: Yes **Map Attached:** Yes

Date Filing Fee Received: 12/15/14 **Receipt #:** _____

Equipment/Personnel cost Estimate: _____ **Receipt #:** _____

Date Received: _____ **TOTAL RECEIVED:** \$50.00

RESTRICTIONS: This permit is subject to all provisions of the Vehicle Code of the State of California and to County Resolution No. 89-99, dated March 7, 1989. The Permittee is responsible for all liability for personal injury or property damage which may arise from this function pertaining to the Permittee's control. In the event any claim of liability is made against the County of Riverside or any officer or employee thereof, Permittee shall defend, indemnify and hold them and each of them harmless from such claim.

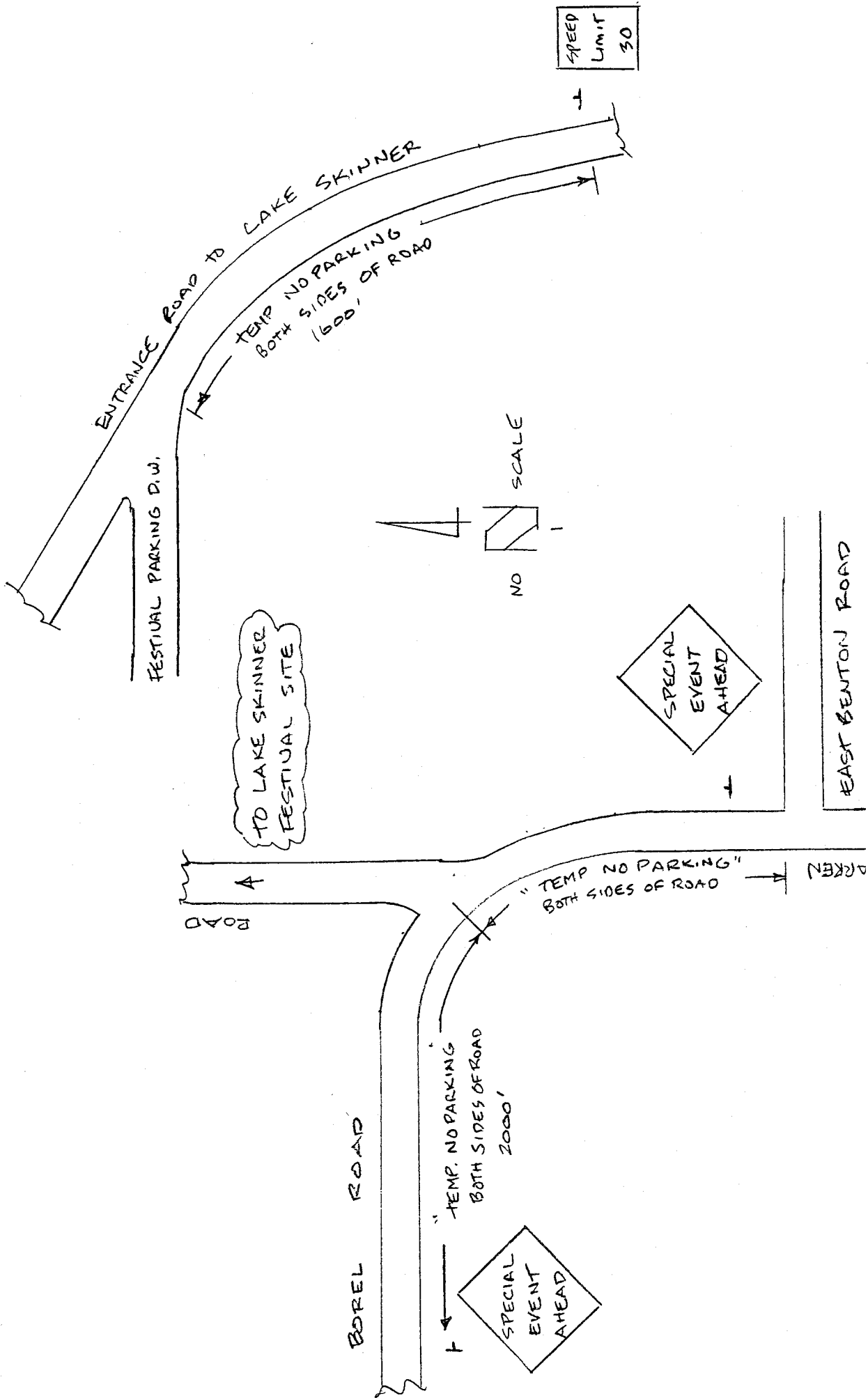
Juan C. Perez, Director of Transportation

By: [Signature]
Jack Cummings
Traffic Operations Supervisor
Date: 1-12-15

TEMECULA VALLEY BALLOON & WINE FESTIVAL

May 29th - May 31, 2015

LAKE SKINNER





County of Riverside

Official County Receipt

Report ID: RVARA091
Run Date/Time: 12/16/2014 11:06 AM
Page No: 1 of 1
Received Date: 12/16/2014
Accounting Date: 12/17/2014

Deposit BU: TLARC
Account: TL01
Descr: TLARC TLMA ADMINISTRATION

Receipt Number	Dir Jmt <input checked="" type="checkbox"/>	Payment ID	Description of Payment	Print Amt
25513 -8	<input checked="" type="checkbox"/>	CK 14975	PERMIT #49-0515,TEMECULA VLY BALLOON&WINE FESTIVAL	50.00

Customer Name: TEMECULA VLY BALLOON

Operator: E210136

Assigned: E210136

Total Payment: 50.00