

**SUBMITTAL TO THE BOARD OF DIRECTORS
RIVERSIDE COUNTY REGIONAL PARK
AND OPEN-SPACE DISTRICT
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM
13.1
(ID # 3626)

MEETING DATE:

Tuesday, March 7, 2017

FROM : REGIONAL PARK & OPEN SPACE DISTRICT:

SUBJECT: REGIONAL PARK AND OPEN SPACE DISTRICT: Temecula Valley Balloon and Wine Festival; District 3

RECOMMENDED MOTION: That the Board of Directors:

1. Approve and execute the 5 Year Concession Agreement (Agreement) between the Riverside County Regional Park and Open-Space District (DISTRICT) and the Temecula Valley Balloon and Wine Festival Association (ASSOCIATION) for the annual Temecula Valley Balloon and Wine Festival (TVBWF) to be held at Lake Skinner Recreation Area from 2017 through 2021; and
2. Authorize the General Manager to approve the annual Special Event Application, as required by the Agreement; to make any amendments to the Agreement required to accommodate future year events that do not fundamentally change the scope, purpose, or operation of the TVBWF (as currently set forth in the Exhibits) and to approve Exhibits A and C for years two through five.

Scott Bangle, Director General Manager / Park Director 2/22/2017

MINUTES OF THE BOARD OF DIRECTORS

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

Ayes: Jeffries, Tavaglione and Ashley
 Nays: None
 Absent: None
 Abstain: Washington
 Date: March 7, 2017
 xc: Parks

Kecia Harper-Ihem
 Clerk of the Board

By:
 Deputy

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FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:
COST	\$0	\$0	\$0	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS:			Budget Adjustment:	NO
			For Fiscal Year:	

BACKGROUND:

Summary

The Temecula Valley Balloon and Wine Festival Association (Association) has successfully held the annual Temecula Valley Balloon and Wine Festival (TVBWF) event at the Lake Skinner Recreation Area in Winchester, California (Skinner) for the last 24 years.

In 2016 the event generated \$61,390 in revenue to the District through event admission, 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 District and Association desire to continue to host the TVBWF event annually at Skinner and wish to enter into a 5 year Concessionaire Agreement to be effective through the 2021 event year. The extended term of the agreement will help both the District and the Association to plan, budget, and utilize resources more efficiently than under a year to year agreement.

By entering into this five year agreement, the District will be able to budget and plan for larger scale improvements and updates to the park that directly support the TVBWF and other large scale events. Additionally, District administrative and overhead costs are reduced, allowing for a higher percentage of revenues from the event to be directly invested in the park.

The Association desires to enter into the five year agreement to allow for multiyear agreements with vendors, sponsors, and other supporting groups. Additionally, the extended term will allow for better cost projections for budgeting and help to ensure the continued success of the 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:

- 5 Year Concession Agreement
- 2017 Event Application

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Alex Gann

2/28/2017



Gregory E. Priamos, Director County Counsel

2/23/2017

#23083 Application for Temecula Valley Balloon & Wine Festival, Lake Skinner Recreation Area

Submitted **Received via** **Requester**
 September 20, 2016, 12:39 PM Mail Andrea <andrea@tvbwf.com>

CCs

Ann Dixson <adixson@rivcoparks.org>, Eric Boor <eboor@rivcoparks.org>

Status	Type	Priority	Group	Assignee
Open	-	-	Reservations and Special Events	Luisa Aguilera

Andrea Sep 20, 12:39 PM

Name of Event: Temecula Valley Balloon & Wine Festival
 Applicant/Contact Name: Andrea Jacobson
 Address: 41755 Rider Way Unit 1 Temecula, CA 92590 United States
 Contact Phone (office): (951) 676-6713
 Cell Phone: (951) 676-6713
 Email: andrea@tvbwf.com
 This event is a:: Returning Event
 Type of Event: Food and/or Wine Festival
 Estimated Attendance: 40000
 Is this event non-profit?: Yes
 Do you have IRS 501(c)(3) status?: No
 What is the targeted audience for this event?: 0-99
 Will admission fees be charged for this event?: Yes
 Whom will the proceeds from admission sales benefit?: Local non-profits, high schools, high school organizations, military, public & private entities
 Over how many days will this event take place?: 3 Days
 Dates of the event are:: Consecutive
 First Date of Actual Event: 2 June 2017
 Start Time: 3:00:00 PM
 Last Day of Actual Event: 4 June 2017
 Ending Time: 6:00:00 PM
 How many days will you require for set-up?: 3 or more days prior to the event
 How many days will you require for clean-up/take-down?: 3 or more days following the event
 Desired Park or Location: Lake Skinner Recreation Area
 Describe area of the above location that you would like to use:: Full park grounds
 Lake Skinner amenities requested. Check all that apply.:
 Day Use #1 Shelter (65 people max)
 Day Use #2 Shelter (35-50 people)
 Amphitheater
 Electricity
 Check All That Apply:
 PA/Speaker System
 Generator(s)
 Light Tower(s)
 Tents/Canopies
 Stage
 Table(s)
 Chair(s)

Extension Cord(s)

Other Item(s) not listed

Please indicate "other" item(s) and quantity: Portable restroom, portable office containers, gators/golf carts, heavy equipment

Are you requesting to reserve campsites for this event?: One or more entire campground areas

Lake Skinner Campground Area Desired: Campgrounds A, B & C

Will food be served at this event?: Yes

Food will be...(check all that apply):

Provided free

Available for purchase

Cooked/Prepared on-site

Cooked on an open fire

Whom will the proceeds from the sale of food benefit?: Vendors are responsible for their own proceeds

Will there be merchandise vendors at this event?: Yes

Briefly describe the types of items that will be offered for sale.: Various items

Select which of the following vendors will be at this event::

Jumper

Amplified Music

Live Animals

Jumper Company & Phone Number: Not available at this time

Amplified Music Company & Phone Number: Festival held contracts

Live Animals Company & Phone number: Pacific Animal Productions Karla Majewski 760-723-7761

Will alcohol be served?: Yes; alcohol will be served AND SOLD on-site

Whom will the proceeds from the sale of alcohol benefit?: Festival

Are you requesting that vehicles be permitted to load/unload on District property?: Yes

Please indication time and location that loading and unloading is to occur: Approx. 30 days prior to festival and 20 days after festival on various days.

Are you requesting that any public streets be closed for this event?: No

Will you be using a traffic control contractor?: Yes

What is the name of the traffic control contractor?: Festival staff and sponsors

Please indicate what areas you plan on utilizing for participant/attendee parking.: Graded dirt lots by campground C and behind A and B

Will you provide designated parking for disabled persons?: Yes

Clean-up: Festival staff and local high school students, parents and California Conservation Corp.

Trash Removal: Waste Management

Will additional portable restrooms be brought to the event site?: Yes

Portables Company & Phone Number: Not available at this time

Number of Portable Restrooms: 187

Number of ADA Portables: 17

Upload Certificate of Liability Insurance (.pdf, .doc, .xls, .jpg accepted):

https://rivcoparks.wufoo.com/cabinet/ejdxOXo1/5nW44FY8OZU%3D/coi_exp_12017.pdf - 41.22 kB

Upload Traffic Map (.pdf, .doc, .xls, .jpg accepted):

https://rivcoparks.wufoo.com/cabinet/ejdxOXo1/5nW44FY8OZU%3D/facilities_5316.pdf - 1.26 MB

Ordinance 328, Prescribing Rules and Regulations for Parks and Open-Space Areas: Ordinance 328

I have received a copy of Ordinance 328

Ordinance 847, Regulating Noise: Ordinance 847

I have received a copy of Ordinance 847

Ordinance 655, Regulating Light Pollution:

Ordinance 655

I have received a copy of Ordinance 655

Policy A-28, Commercial Solicitation in County Facilities: Policy A-28

I have received a copy of Policy A-28

Policy H-21, Use of Alcoholic Beverages in County Facilities: <a href="<http://www.rivcoparks.org/wp-content/uploads/POLICY-H21.pdf>" target="_blank">Policy H-21:

I have received a copy of Policy H-21

Policy A-23, Non-Smoking Policy: <a href="<http://www.rivcoparks.org/wp-content/uploads/POLICY-A23.pdf>" target="_blank">Policy A-23:

I have received a copy of Policy A-23

Please check to acknowledge:

I understand that any marketing of the event will not be permitted until the event has received final approval from the Parks General Manager.

Support Software by Zendesk



RIVERSIDE COUNTY REGIONAL PARK
AND OPEN-SPACE DISTRICT
Concession Agreement for Special Activities



This 5 Year Concession Agreement ("AGREEMENT") is made by and between the Riverside County Regional Park and Open-Space District ("DISTRICT") and **The Temecula Valley Balloon and Wine Festival Association** ("CONCESSIONAIRE"), an established 501 (c)(4) non-profit corporation.

The parties agree as follows:

1. CONCESSIONAIRE desires to secure from DISTRICT the privilege to conduct the following activity: **Temecula Valley Balloon and Wine Festival ("TVBWF") for the years 2017 through 2021 pursuant to all terms stated in the 5 Year Business Plan attached and included as EXHIBIT A.**
2. The activity will be held at **Lake Skinner Recreation Area on June 2-4, 2017 - event dates for years 2018 through 2021 to be determined pursuant to 5 Year Business Plan shown in EXHIBIT A .**
3. DISTRICT grants to CONCESSIONAIRE the privilege to occupy the following location subject to the terms and conditions of this agreement and subject to that certain Lease Agreement dated January 2, 1973 between the Metropolitan Water District of Southern California and the County of Riverside and administered by the Riverside County Regional Park and Open-Space District : **Concessionaire has booked the entire park.**
4. CONCESSIONAIRE agrees that the use of the location shall be limited to the following purpose(s): **To conduct a balloon and wine festival**
5. CONCESSIONAIRE shall pay DISTRICT the following amount(s) for use of the location.

Exhibit B - Cost Summary 2017 = \$62,561

Exhibit C – Cost Summary for years 2018 - 2021 (\$63,812 - \$67,718)

- Maximum increase to total cost shall not exceed 2% annually. Fees will be based on current DISTRICT fee schedule as implemented into Exhibit C.
6. A Special Event Application is required to be submitted annually for approval by the DISTRICT. 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 the 1st Monday in May in years 2017, 2018, 2019, 2020, and 2021, CONCESSIONAIRE shall provide DISTRICT with a cash, check, or credit card 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. DISTRICT may terminate this Agreement without cause upon 30 days written notice served upon the CONCESSIONAIRE stating the extent and effective date of termination.
11. 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.
12. The general public shall have access to the location except as follows: **Lake Skinner Recreation Area is closed to the public except as allowed for by admission per The Temecula Valley Balloon and Wine Festival Association.**
13. CONCESSIONAIRE shall ensure that the activity and all related operations are conducted in a quiet and orderly manner consistent with use of the location.
14. 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.
15. 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.
16. 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 n/a.

RECEIVED RIVERSIDE COUNTY
CLERK / BOARD OF SUPERVISORS
2017 MAR -6 PM 3:24

17. Vehicles present at the activity may be parked in general public parking areas except as follows: **Refer to specific business plan attached as EXHIBIT A.**
18. CONCESSIONAIRE is responsible to direct all vehicular traffic at the activity unless otherwise required by DISTRICT.
19. 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.
20. 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.
21. 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.
22. CONCESSIONAIRE shall ensure that the location is ready for the activity at least 30 minutes before the activity is opened to the public.
23. 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.
24. 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.
25. 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.
26. 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.
27. 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 **the 1st Monday in May in 2017, 2018, 2019, 2020, and 2021.**

28. 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.
29. 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.
30. 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.
31. Fires are not permitted at the activity except with the prior written approval of DISTRICT and any other applicable public agency.
32. 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.
33. 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.
34. **INSURANCE.** CONCESSIONAIRE shall provide insurance as follows:

Without limiting or diminishing the CONCESSIONAIRE'S obligation to indemnify or hold the DISTRICT harmless, CONCESSIONAIRE shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the DISTRICT herein refers to the Riverside County Regional Park and Open-Space District, County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, Board of Directors, employees, elected or appointed officials, agents or representatives. The DISTRICT and the Metropolitan Water District of Southern California ("MWD") shall be named as Additional Insureds.

A. Workers' Compensation: If the CONCESSIONAIRE has employees as defined by the State of California, the CONCESSIONAIRE shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of the DISTRICT.

B. Commercial General Liability: Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONCESSIONAIRE'S performance of its obligations hereunder. Policy shall name the DISTRICT and MWD as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability: If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CONCESSIONAIRE shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the DISTRICT and MWD as Additional Insureds.

D. General Insurance Provisions - All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the DISTRICT Risk Manager. If the DISTRICT'S Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The CONCESSIONAIRE must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceed \$500,000 per occurrence each such retention shall have the prior written consent of the DISTRICT Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the DISTRICT, and at the election of the DISTRICT'S Risk Manager, CONCESSIONAIRE'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the DISTRICT, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONCESSIONAIRE shall cause CONCESSIONAIRE'S insurance carrier(s) to furnish the DISTRICT with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the DISTRICT Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. *Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that a minimum of thirty (30) days written notice shall be given to the DISTRICT prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. If*

CONCESSIONAIRE insurance carrier(s) policies does not meet the minimum notice requirement found herein, CONCESSIONAIRE shall cause CONCESSIONAIRE'S insurance carrier(s) to furnish a 30 day Notice of Cancellation Endorsement.

4) In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the DISTRICT receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. *CONCESSIONAIRE shall not commence operations until the DISTRICT has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.*

5) It is understood and agreed to by the parties hereto that the CONCESSIONAIRE'S insurance shall be construed as primary insurance, and the DISTRICT'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

6) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the DISTRICT reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the DISTRICT Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONCESSIONAIRE has become inadequate.

7) CONCESSIONAIRE shall pass down the insurance obligations contained herein to all tiers of subcontractors or subconcessionaires operating or working under this Agreement.

8) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the DISTRICT.

9) CONCESSIONAIRE agrees to notify DISTRICT of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

10) DISTRICT shall not be responsible for payment of premiums for insurance provided pursuant to this Agreement.

11) 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.

35. **INDEMNIFICATION.** CONCESSIONAIRE shall indemnify and hold harmless the Riverside County Regional Park and Open-Space District, County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, Board of Directors, elected and appointed officials, employees, agents, guests and representatives ("DISTRICT Parties"), MWD and any third party which owns or operates the location, including their officers, employees, agents and guests, from any liability, claim, damage or action whatsoever, based or asserted upon any act or omission of CONCESSIONAIRE, its officers, employees, subcontractors, agents or representatives ("CONCESSIONAIRE Parties") arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death. CONCESSIONAIRE shall defend, at its sole cost and expense, including but not limited to attorneys' fees, cost of investigation, defense and settlements or awards, the DISTRICT Parties in any such action or claim. With respect to any action or claim subject to indemnification herein by CONCESSIONAIRE, CONCESSIONAIRE shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of DISTRICT; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONCESSIONAIRE's indemnification of DISTRICT. CONCESSIONAIRE's obligations hereunder shall be satisfied when CONCESSIONAIRE has provided to DISTRICT the appropriate form of dismissal (or similar document) relieving the DISTRICT from any liability for the action or claim involved. The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONCESSIONAIRE's obligations to indemnify and hold harmless the DISTRICT Parties. CONCESSIONAIRE agrees to notify DISTRICT of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement. In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CONCESSIONAIRE from indemnifying the DISTRICT to the fullest extent allowed by law.
36. 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.
37. 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.
38. This Agreement or the privileges granted herein cannot be assigned or otherwise transferred without the prior written consent of DISTRICT.
39. Additional requirements:
Refer to specific business plan, attached as EXHIBIT A.

SIGNATURES NEXT PAGE

DISTRICT

RIVERSIDE COUNTY REGIONAL
AND OPEN-SPACE DISTRICT

4600 Crestmore Rd,
Jurupa Valley, CA 92509

Signature:

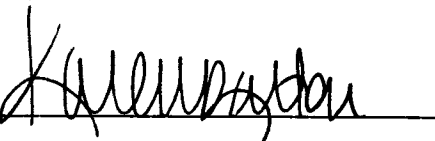
BY: 

Chairman, Board of Directors
KEVIN JEFFRIES

Dated: MAR 07 2017

ATTEST:

Kecia Harper-Ihem
Clerk of the Board

By: 
Deputy

(Seal)

CONCESSIONAIRE

TEMECULA VALLEY BALLOON AND PARK
WINE FESTIVAL ASSOCIATION

41755 Rider Way, Unit 1
Temecula, CA 92590

Signature:

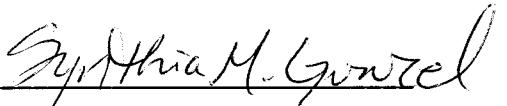
BY: 

Andrea Jacobson
Executive Director

Dated: 2/21/17

APPROVED AS TO FORM:

Gregory P. Priamos
County Counsel

By: 
Cynthia M. Gunzel
Supervising Deputy County Counsel