

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



**ITEM: 13.5
(ID # 21773)**

MEETING DATE:
Tuesday, May 09, 2023

FROM : Regional Parks and Open Space District:

SUBJECT: REGIONAL PARK AND OPEN-SPACE DISTRICT: Approval of a Multi-Year Facility Use Agreement with the Temecula Valley Balloon and Wine Festival Association for the use of Lake Skinner Recreation Area; District 3. [\$0]

RECOMMENDED MOTION: That the Board of Directors:

1. Approve and execute the 5 Year Facility-Use 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 2023 through 2027 and authorize the Chair of the Board of Directors to sign the Agreement;
2. Authorize the General Manager, or designee, to approve the annual Business Plan as required by the Agreement, and 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; and
3. Direct the Clerk of the Board to return two (2) copies of the fully executed Agreement to the District.

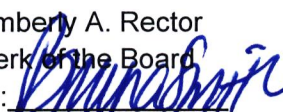
ACTION:Policy


Kyla R. Brown, General Manager 5/3/2023

MINUTES OF THE BOARD OF DIRECTORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: May 9, 2023
xc: Parks

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

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

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: N/A			Budget Adjustment:	No
			For Fiscal Year:	22/23-26/27

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Temecula Valley Balloon and Wine Festival Association (Association), a California non-profit corporation, 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 31 years.

In 2022, the TVBWF generated \$62,984.23 in revenue to the District from event admission, parking, and camping fees. The TVBWF 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 annually at Skinner and wish to enter into a 5-year Facility Use Agreement to be effective through the 2027 event year. This Agreement will help both the District and the Association to plan, budget, and utilize resources more efficiently.

The Agreement has been approved as to form by County Counsel.

Impact on Residents and Businesses

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

ATTACHMENTS:

- 5-Year Facility Use Agreement


Jason Farin, Principal Management Analyst

5/4/2023


Aaron Gettis, Deputy County Counsel

5/4/2023



WHEN DOCUMENT IS FULLY EXECUTED RETURN
CLERK'S COPY

Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147

FACILITY USE AGREEMENT MULTI-YEAR CONTRACT

BETWEEN THE RIVERSIDE COUNTY REGIONAL PARK & OPEN-SPACE DISTRICT

AND

Temecula Valley Balloon and Wine Festival Association

(USER)

AT

Lake Skinner Recreation Area

(Facility or Location)

This Facility Use Agreement ("Agreement") is entered into on this 9th day of May, 2023 by and between the Riverside County Regional Park and Open-Space District, a park and open-space district created pursuant to the California Public Resources Code, Division 5, Chapter 3, Article 3, (hereinafter called "RIVCOPARKS" or "District"), and **Temecula Valley Balloon and Wine Festival Association**, a California non-profit corporation (hereinafter called "USER"). RIVCOPARKS and USER may be referred to individually as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, RivCoParks manages and operates a variety of facilities within Riverside County for the purposes of recreation, entertainment, and community activities;

WHEREAS, RivCoParks desires to allow usage of facilities by other entities that provide a service or product beneficial to and requested by the citizens of the community; and

WHEREAS, this Agreement is intended for the sole purpose of outlining the terms by which USER will be allowed to use RivCoParks' Facility.

WHEREAS, this Agreement shall be in effect from May 19, 2023 through June 30, 2027.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, the Parties hereby agree to the terms and conditions of this Agreement as follows:

SECTION I

USER shall not be allowed to occupy the Facility or otherwise begin the Activity (as defined below) until USER has complied with all terms and conditions of this Agreement.

MAY 9 2023 13.5

The parties agree as follows:

- a. USER desires to secure from DISTRICT the privilege to conduct the following activity: **Temecula Valley Balloon and Wine Festival (“TVBWF” or “Activity”) for the years 2023 through 2027 pursuant to all terms stated in the 5 Year Business Plan attached hereto and included as EXHIBIT A.**
- b. The Activity will be held at **Lake Skinner Recreation Area on May 9, 2023 – May 21, 2023. Event dates for years 2024 through 2027 to be determined pursuant to the 5 Year Business Plan shown in EXHIBIT A.**
- c. DISTRICT grants to USER the privilege to occupy the Facility 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.
- d. USER agrees that the use of the Location shall be limited to the following purpose(s):
To conduct a balloon and wine festival.
- e. USER shall pay DISTRICT based upon the cost summary created by the DISTRICT, as shown in the attached EXHIBIT B. A cost summary will be created annually based upon requested event amenities and dates.
 1. FESTIVAL shall pay the DISTRICT ten thousand dollars (\$10,000) by the 1st Monday in January for every contractual year, as an advance payment with the remaining balance of eighty-one thousand fifty-five dollars (\$81,055) due the DISTRICT on June 30, 2023.
 2. DISTRICT’S camping fees will increase if USER’S camping fees increase, at an equal percentage.
 3. Any additional amenities, campsites or increased usage of event areas requested between years will be billed to the USER at the DISTRICT standard rate as specified on the DISTRICT’S Specific Use Fees Document.
 4. A fifteen percent (15%) event impact investment will be added and billed annually, for years 2024 through 2027. The event impact investment will be calculated based on the total event fees for that year.
- f. A Special Event Application (attached hereto as Exhibit C and incorporated herein) is required to be submitted annually for approval by the DISTRICT. This Application must include the following (where applicable):
 1. Statement why the proposed Activity is compatible with use of the Riverside County Regional Park and Open-Space District; description of all charges to be made by USER 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 USER 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.

- g. A business plan is required to be submitted and completed annually. This Business Plan must be approved by the DISTRICT. Any marketing done before said Business Plan is completed is done at USER's own risk.
- h. USER shall not be allowed to occupy the Location or otherwise begin the Activity until USER has complied with all terms and conditions of this Agreement.
- i. USER 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 USER's use of the Location. If such termination occurs, DISTRICT reserves the right to retain any payments made by USER 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.
- j. DISTRICT will agree to not approve another major (5000+ attendance) music event at Lake Skinner Recreation Area forty-five (45) days before or forty-five (45) days after the event dates, or from March 31, 2023 to June 29, 2023, in order to preserve relations with the community, resources, and allow for land recovery.
- k. DISTRICT may terminate this Agreement without cause upon thirty (30) days written notice served upon the USER stating the extent and effective date of termination.
- l. USER may terminate this Agreement due to financial hardship, pandemic or outbreak of disease, extreme weather conditions, natural disasters, acts of terrorism, government action, or health and safety concerns, upon thirty (30) days written notice to DISTRICT.
- m. USER agrees that any authorized representative of DISTRICT or the County of Riverside shall have access to the Location at all times before, during or after the Activity.
- n. During the event dates and specified set-up dates, Lake Skinner Recreation Area is closed to the public except as allowed for by admission per The Temecula Valley Balloon and Wine Festival Association.
- o. USER shall ensure that the Activity and all related operations are conducted in a quiet and orderly manner consistent with use of the Location.
- p. USER is solely responsible for the Location allocated for the Activity; and USER 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, USER shall immediately restore the Location and adjacent areas to the conditions which existed prior to the Activity. USER shall immediately repair or replace any property which is damaged as the result of the Activity.
- q. The Location shall be kept clean and free from all trash and debris. USER 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.

- r. When requested by USER in writing, DISTRICT will issue passes to USER representatives for the Activity.
- s. Vehicles present at the Activity may be parked in general public parking areas except as follows: Refer to specific business plan (Exhibit A). USER is responsible to direct all vehicular traffic at the Activity unless otherwise required by DISTRICT.
- t. DISTRICT must approve in advance charges of any kind to be imposed by USER or other persons related to the Activity. USER shall provide a complete list of all such charges to DISTRICT at least five (5) business days prior to the Activity (including prices for all items to be sold at the Activity); and USER agrees to revise any charges as reasonably requested by DISTRICT. The charges submitted to DISTRICT shall apply throughout the duration of the Activity. USER 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.
- u. 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.
- v. USER shall confine the Activity to the Location described in this Agreement. USER shall not engage in another Activity or business at or about the Location other than as expressly stated in this Agreement.
- w. USER shall ensure that the Location is ready for the Activity at least 30 minutes before the Activity is opened to the public.
- x. 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.
- y. 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 USER 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.
- z. DISTRICT, County of Riverside, or any third party which owns or operates the Location assume no responsibility for loss or damage to property of USER or persons who attend the Activity. Property which may be removed or is easily damaged should be secured in protected areas.
- aa. In the event that DISTRICT is required to remove or store any property or materials because of USER'S failure to properly vacate the Location, USER shall immediately compensate DISTRICT for all costs associated with

such removal or storage.

- bb. USER must obtain all licenses or permits which may be required for the Activity. USER shall provide copies of all required licenses or permits to DISTRICT no later than **the 1st Monday in May in 2023, 2024, 2025, 2026, and 2027.**
- cc. Wine and beer will be sold to those over age twenty-one (21). All sales of these beverages are pursuant to the requirements of the California State Alcohol Beverage Control. 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.
- dd. If food or other goods are to be sold at the Activity, USER 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. USER 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.
- ee. USER 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. USER shall ensure that the Activity does not infringe upon the rights, privileges or privacy of other persons within the vicinity of the Activity.
- ff. Fires are not permitted at the Activity except with the prior written approval of DISTRICT and any other applicable public agency.
- gg. USER 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 USER shall comply with all applicable fair employment and civil rights laws or regulations.
- hh. 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.

SECTION II

CONSIDERATION -

1. USER shall pay RivCoParks a total of
 - i. Or Amount Described in Exhibit "A" if box is checked.
2. USER shall be responsible for all its costs and expenses related to the use of the Facility under this Agreement.

SCOPE OF USE -

1. Facility specific amenities, uses, and obligations are outlined in Exhibit "A"
2. Use of the Facility under this Agreement is non-exclusive.
3. PUBLICITY - The USER may circulate written publicity with prior approval from RivCoParks.
4. CONDITIONS and ARRANGEMENTS -
 - i. Course / Program content is responsibility of the USER. USER agrees to provide and promote a high-quality course / program and project a positive image for RivCoParks.
 - ii. USER shall inspect Facility and report any problems to RivCoParks facility manager immediately. USER must clean the area after use and leave the Facility in the condition it was found.
 - iii. USER employees are not agents or employees of RivCoParks and are not restricted to working solely for the USER.

NOTICES. The following contacts are hereby designated to be the principal contacts for their respective Parties:

RivCoParks:

Riverside County Regional Park & Open-Space District
 Attn: Guest Services
 4600 Crestmore Road
 Jurupa Valley, CA 92509

USER:

TVBWF Association
 28360 Old Town Front St. Box 1254
 Temecula, CA 92590

PREVIOUS AGREEMENT - No previous agreements or understandings, in writing or otherwise, between the USER and RivCoParks shall apply. Any changes to these terms must be in writing and signed by RivCoParks authorized representative, General Manager, or designee.

ASSIGNMENT OF AGREEMENT: Nothing contained in this Agreement shall be construed to permit assignment or transfer by USER of any rights under this Agreement without DISTRICT's prior written consent. Any such assignment or transfer is expressly prohibited and void if made without DISTRICT's prior written consent.

PARTICIPANT WAIVER – The USER shall ensure that all participants complete a waiver, previously approved by RivCoParks, that shall indemnify and hold harmless RivCoParks, the County of Riverside ("DISTRICT"), their respective directors, officers, Board of Directors, Board of Supervisors, elected and appointed officials, employees, agents and representatives against any and all losses, expenses, claims, actions, liabilities, and judgments, which user may sustain or suffer as a result of or arising out of user's participation in a program or event at a District managed facility.

INDEMNIFICATION: USER shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability

whatsoever, based or asserted upon any services of USER, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of USER, its officers, employees, subcontractors, agents or representatives Indemnitors from this Agreement. USER shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by USER, USER shall, at their sole cost, have the right to use counsel of their 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 USER'S indemnification to Indemnitees as set forth herein.

USER'S obligation hereunder shall be satisfied when USER has provided to DISTRICT the appropriate form of dismissal relieving 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 USER'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

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 USER from indemnifying the Indemnitees to the fullest extent allowed by law.

INSURANCE: Without limiting or diminishing the USER'S obligation to indemnify or hold the COUNTY harmless, USER 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 COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

- A. **Workers' Compensation:** If the USER has employees as defined by the State of California, the USER 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 RivCoParks and County of Riverside.
- B. **Commercial General Liability:** Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of USER'S performance of its

obligations hereunder. Policy shall name RivCoParks, County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds. Policy's limit of liability shall not be less than \$2,000,000 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 USER 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 RivCoParks, County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

D. General Insurance Provisions - All lines:

- i. 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 RivCoParks Risk Manager. If the County'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.
- ii. The USER'S insurance carrier(s) must declare its insurance self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions shall have the prior written consent of County's Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to RivCoParks, and at the election of the County's Risk Manager, USER'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with RivCoParks, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- iii. USER shall cause USER'S insurance carrier(s) to furnish RivCoParks 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 County's 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 thirty (30) days written notice shall be given to RivCoParks prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification,

cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless RivCoParks 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. USER shall not commence operations until RivCoParks 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.

- iv. It is understood and agreed to by the parties hereto that the USER'S insurance shall be construed as primary insurance, and RivCoParks' insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.
- v. 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 which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or, the term of this Agreement, including any extensions thereof, exceeds five (5) years RivCoParks reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverage's currently required herein, if; in RivCoParks Risk Manager's reasonable judgment, the amount or type of insurance carried by the USER has become inadequate.
- vi. USER shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- vii. USER agrees to notify RIVCOPARKS 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.

COMPLIANCE WITH LAWS AND REGULATIONS. By executing this Agreement, the USER hereby certifies that it will adhere to and comply with all federal, state and local laws, regulations and ordinances.

TOXIC MATERIAL. During the term of this Agreement, USER shall not violate any federal, state, or local law, ordinance, or regulation, relating to industrial hygiene or to the environmental condition of including, but not limited to, soil and ground water conditions. Further, USER shall not use, generate, manufacture, produce, store or dispose of on, under or about RivCoParks Operated Facility or transport to or from RivCoParks Operated Facility, any flammable explosives, asbestos, radioactive materials, hazardous wastes, toxic substances or related injurious materials, whether injurious by themselves or in combination with other materials (collectively, "hazardous material"). For the purpose of this

Agreement, hazardous materials shall include, but not limited to, substances defined as “hazardous substances”, or “toxic substances” in the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq.; and those substances defined as “hazardous wastes” in Section 25117 of the California Health and Safety; and in the regulations adopted in publications promulgated pursuant to said laws.

SIGNS. USER shall not erect, maintain, or display any signs or other forms of advertising upon any RIVCOPARKS property without first obtaining the written approval of RIVCOPARKS.

RESERVATION OF RIGHT. RIVCOPARKS reserves the right for any of its duly authorized representatives to examine the facilities at any time.

INDEPENDENT CONTRACTOR. USER and its agents, servants and employees shall act at all times in an independent capacity during the term of this Agreement, and shall not act as, shall not be, nor shall they in any matter be construed to be agents, officers, or employees of RIVCOPARKS.

SEVERABILITY. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force and effect.

JURISDICTION AND VENUE. This Agreement shall be construed under the laws of the State of California. In the event any action or proceeding is filed to interpret, enforce, challenge, or invalidate any term of this Agreement, venue shall lie only in the court of competent jurisdiction located in Riverside County.

WAIVER OF PERFORMANCE. No waiver by RIVCOPARKS at any time of any of the terms and conditions of this Agreement shall be deemed or construed as a waiver at any time thereafter of the same or of any other terms or conditions contained herein or of the strict and timely performance of such terms and conditions.

APPROVAL. This Agreement shall not be binding or consummated until it is approved by the Board of Directors of RivCoParks or its authorized delegate.

AUTHORITY TO EXECUTE. The persons executing this Agreement or exhibits attached hereto on behalf of the parties to this Agreement hereby warrant and represent that they have the authority to execute this Agreement and warrant and represent that they have the authority to bind the respective parties to this Agreement to the performance of its obligations hereunder.

INCORPORATION OF RECITALS AND EXHIBITS. The recitals and attached exhibits are incorporated by reference into this

Agreement.

ENTIRE AGREEMENT. This Agreement is intended by the parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and contemporaneous licenses, agreements, and understandings, oral or written, in connection therewith. The Agreement may be changed or modified only upon the written consent of the parties hereto.

[Signature Provisions on Following Page]

IN WITNESS WHEREOF, the PARTIES hereto have executed this Facility Use Agreement on the date as indicated adjacent to each Party's signature.

DISTRICT

RIVERSIDE COUNTY REGIONAL PARK
AND OPEN-SPACE DISTRICT

4600 Crestmore Rd.,

Jurupa Valley, CA 92509

Signature:

BY: 
CHUCK WASHINGTON
Chairman, Board of Directors

Dated: 5/9/23

USER

TEMECULA VALLEY BALLOON AND WINE FESTIVAL
ASSOCIATION

41755 Rider Way, Unit 1

Temecula, CA 92590

Signature:

BY: _____
Scott Soares, *President*

Dated: _____

ATTEST:

Kimberly Rector

Clerk of the Board

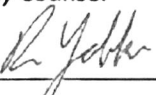
By: 
Deputy

(Seal)

APPROVED AS TO FORM:

Minh C. Tran

County Counsel

By: 
Ryan Yabko
Deputy County Counsel

MAY 9 2023 13.5

EXHIBIT A

TEMECULA VALLEY BALLOON AND WINE FESTIVAL ASSOCIATION A NON-PROFIT CORPORATION 2023 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 2023 Temecula Valley Balloon & Wine Festival. The Festival has been held at Lake Skinner for the past twenty four years and is subject to approval of the Board of Supervisors of Riverside County.

EVENT DATES

Friday, May 19, 2023, Saturday, May 20, 2023, and Sunday, May 21, 2023, are the scheduled dates for the 2023 Festival. Below is a schedule of times for the following activities: (times subject to change).

Wednesday, May 17, 2023	10:00am to 6:00pm Vendor Set Up
Thursday, May 18, 2023	6:00am to 6:00pm Vendor Set Up/Media Day
Friday, May 19, 2023	3:00pm to 10:00pm Festival/Balloon Glow
Saturday, May 20, 2023	6:00am to 10:00pm Festival/Balloon Glow
Sunday, May 21, 2023	6:00am to 8:00pm Festival

Access to the park shall be provided by 5:30 am each day.

ACTIVITIES

- A. **Balloon Glow** – Friday and Saturday, a maximum of 20 tethered balloons will be featured in the evening “glow” to be staged in the Wine Stage Venue. Fire Dept./Emergency personnel will be present.
- B. **Balloon Tethering** –Saturday and Sunday morning the FESTIVAL will have up to 6 tethered balloon rides offered at \$20.00 for our guests. This Activity will begin at 7:00am and will continue until approximately 9:00am, weather permitting.
- C. **Balloon Launch** – Thursday morning up to 10 hot air balloons will be launched. Passengers will be guests, sponsors, media, and/or pilots only. All other conditions same as Saturday and Sunday.

Saturday and Sunday morning, up to 50 hot air balloons will be launched in three waves, weather permitting and depending on space. Each launch will consist of a maximum of 20 hot air balloons launched per wave. Balloons will be a variety of paid passengers, guests, and/or pilots only. If a hot air balloon lands in the Multi Species Reserve (MSR) or Lake Skinner Park (SKN) boundaries, DISTRICT will escort chase vehicle to balloonist as required by

Metropolitan Water District (MWD)/MSR/SKN. DISTRICT to be present at on-site briefings each morning to assist in the decision on whether to launch on-site based upon weather and/or other conditions.

- D. **Beer/Wine** – Wine and beer 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. 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.
- 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. Entertainment will begin at approximately 3:00pm on Friday and 11:00am on both Saturday and Sunday and will conclude by 10:00pm Friday and Saturday and 6:00pm 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 Environmental Health. Food Court area spaces and numbering shall be marked using **Chalk** marking system when placed on asphalt and spray paint on grass areas.
- G. **Commercial Court** – There will be approximately 100-150 art and craft and commercial booths staffed by these vendors who will display and sell their works.
- H. **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.

Vendor parking will be provided at Launch Ramp 1 and adjacent to Campground A/B restroom; FESTIVAL will mark (chalked) area to identify parking spaces. DISTRICT will provide a map to reflect the amount of space FESTIVAL can use southeast of the A/B restroom.

Local non-profit organizations will be responsible for paid parking. These organizations have successfully handled parking for the Festival in previous years and have made the commitment to do so for the 2023 Festival as well. A parking fee of \$20.00 per vehicle, \$150.00 for commercial passenger buses, \$150.00 for motor homes, and \$50.00 for premier parking.

Parking attendants shall prevent access to campground areas from the General Parking Lot to avoid illegal access and camping without reservations.

- I. **Splash Pad** –DISTRICT will turn the Splash Pad on from 3pm to 6pm on Friday, 11am to 6pm on Saturday and 11am to 5pm on Sunday.
- J. **Parks Command Center (PCC)** –The PCC will be used similar to Sheriff Command Center and promote venue to stakeholders. DISTRICT will create PCC passes that will permit access to venue & PCC. FESTIVAL will provide parking passes to DISTRICT by April 19, 2023. 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. Enhancing the entrance to the festival.
5. Providing water trucks for dust control and approved treatment on the designated roads. A map must be provided to DISTRICT no later than Friday, May 19, 2023.
6. Provide drains in parking lot for excess water from water trucks. Install water meters, at locations approved in advance by DISTRICT Staff Supervisor for the purpose of tracking water usage by FESTIVAL. Provide DISTRICT Staff, with report of water usage within 30 days after event has concluded.
7. Providing personnel for water trucks.
8. Clearing of brush and grass from parking lot, and ensuring it is in a safe condition, no less than 14 days prior to Festival. In 2023, additional fencing will be added during clearing of brush and grass activities, and fencing will remain in place during the entire Festival.
9. Reconstructing any berms removed from overflow camping area to their original state within seven days after the event is concluded.
10. Striping/marketing campsites in the Roost & View (20' x 40') & DGOD (15' x 40') campgrounds to include placing campsite markers; striping/marketing shall be completed on or before Sunday May 14, 2023.
11. Grading of parking lot, and ensuring it is in a safe condition, no less than 14 days prior to Festival. In 2023, additional fencing will be added during grading activities, and fencing will remain in place during the entire Festival; this additional fencing will be removed within 30-days post the last day of the event.
12. Due to DISTRICT'S responsibility to manage the MWD property, 6' fencing must be erected along the southern and eastern properties.

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 30,000 tickets for Friday, May 19, 2023
- b. A maximum of 30,000 tickets for Saturday, May 20, 2023
- c. A maximum of 30,000 tickets for Sunday, May 21, 2023

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

Friday ticket rate	\$50.00 for adults
Friday Junior ticket rate	12 & Under Free
Sat. & Sun. ticket rate	\$60.00 for adults
Sat. & Sun. Junior ticket rate	\$10.00 5-12 & Under 5 Free

TICKET OUTLET CENTER

FESTIVAL may set up numerous ticket outlet centers prior to the event and sell adult daily tickets at a discounted price.

FIRST AID & SECURITY SERVICES

Fire/Emergency Medical Services (EMS): Local Volunteer Fire Companies and/or Riverside County Fire Department, and/or American Medical Response (AMR), and/or an approved Riverside County or State approved provider, will provide on-site Basic Life Support (BLS)/EMS services during Festival business hours as recommended by the FESTIVAL and the 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 Public Safety Section of this Business Plan. Further, if the Adjacent Off-Site Property is deployed for offsite parking, additional fencing is mandatory along the southern and eastern sides of the property and security personnel will be required on-site to monitor/manage pedestrian access during festival operational hours. FESTIVAL shall manage all of the parking areas and junctions along the exit/entrance roads, the turnaround area south of the kiosk office, and where the entrance/exit roads merge. FESTIVAL must provide adequate road blockage and signage at all locations. Pedestrians will not be allowed entrance to the grounds. Security will monitor the property.

WASTE SERVICES

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, Americans with Disabilities Act Guidelines (ADAG), 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. The FESTIVAL is responsible to ensure pumping is done at night after the event closes down. The FESTIVAL is responsible to ensure trash bins and roll offs are put on the dirt vs. the asphalt. Permanent restrooms will be maintained by DISTRICT staff. FESTIVAL will be permitted to stage their waste company's transfer discharge truck in the northeast corner of Whittier House Parking Lot – all waste/sewage will be hauled off-site. An alternative location may be needed. Day Use 1 restroom will not be open to the General Public and FESTIVAL will erect fencing so as to exclude the restroom from access from the Festival Grounds.

RV CAMPING, CHECK IN

DISTRICT will provide the FESTIVAL with campgrounds A, B, and C, excluding a total of 19 sites (13 camp hosts' sites and 7 sites for DISTRICT staff). Camp hosts' sites are 111, 125, 147, 176, 223, 247, 248, 273, 275, 319, 337, 372, and 380. DISTRICT staff sites are 101, 318, 375, 376, 377, 378, and 379.

Developed Group Loops A & B check-in Monday, May 15, 2023 and check-out Monday, May 22, 2023).

Developed Group Overflow Dry (DGOD) 701–740 check-in Monday, May 15, 2023 and check-out Monday, May 22, 2023).

VENDORS Roost Campground (801 – 848) – check-in Wednesday, May 17, 2023 and check-out Monday, May 22, 2023- located behind Campground A. Sites 448-459 will also be used for VENDORS, checking in Wednesday May 17, 2023 and checking out Monday, May 22, 2023.

Launch Ramp 2 Area will be used for BALLOONIST camping (check-in Wednesday, May 17, 2023, and check-out Monday, May 22, 2023), fuel holding tanks and propane.

Day Use 2 Area will be used for FESTIVAL Office Headquarters, Security Station (Sheriff and Marines) and tow truck parking. Load in will be Wednesday, May 17, 2023 and load out will be Tuesday, May 23, 2023.

FESTIVAL will pay for Starway Sound Group camping sites 277, 278, 279, 280, 281, 282, and 283 from May 8, 2023, to May 23, 2023. Starway Sound Group is required to pay any additional camping fees.

DISTRICT will designate and FESTIVAL will install signage for each campsite created in the Developed Group Overflow Dry, The Roost and The View campgrounds. Campsite numbers signage shall be installed by Sunday May 14, 2023.

FESTIVAL is to provide parking directional assistance personnel in Dry Camping on Thursday May 18th from 6am-6pm and Friday May 19th from 6am-6pm.

FESTIVAL is to provide different color signage to distinguish Vendor camping from guest Dry Camping to be determined by DISTRICT.

FESTIVAL is permitted to place a 10x10 canopy in the handicap access road with proper staffing, and an additional 10x10 canopy at the equestrian road gate 106.

FESTIVAL is to provide directional signage to Campgrounds A, B and C, Developed Group, Developed Group Overflow Dry, the Roost and the View Campgrounds to be determined by District. The directional signs will be located at the STOP sign opposite the Camp Store, Entrances to Campground A, B, & C, main entrance to The Roost and The View and the entrance to Developed Group Campground. If changes have been made from previous year's map, FESTIVAL will provide DISTRICT with an updated Vendor Campsite Map and Overflow Campsite Maps.

FESTIVAL will be permitted to station seven RV's behind the stage North of the Amphitheater (near the VIP section) on turf. RV's will arrive Wednesday, May 17, 2023 and will depart on Wednesday, May 24, 2023. Map attached.

FESTIVAL will be permitted to use campsites 102, 103, 104, and 202 Thursday, May 18, 2023 to Monday, May 22, 2023.

FESTIVAL will be permitted to use campsites 284, 285, 286, and 287 Monday, May 15, 2023 through Tuesday, May 23, 2023, and charged at DISTRICT standard rate.

FESTIVAL will be permitted to use campsites 301, 302, 303, 305, 306, 307 and 315 from Monday, May 15, 2023, through Thursday, May 25, 2023, and charged at DISTRICT standard rate.

FESTIVAL will be permitted to use campsites 301, 302, 303, 305, 306, 307 from Monday, May 15, 2023, through Thursday, May 25, 2023, and charged at DISTRICT standard rate.

FESTIVAL will be permitted to use campsite 304 from Monday, May 15, 2023 to Tuesday, May 23, 2023 and charged at DISTRICT standard rate.

FESTIVAL will be permitted to use campsite 359 Wednesday, May 3, 2023, through Friday, May 26, 2023 and charged at DISTRICT standard rate.

FESTIVAL will be permitted to use campsite 360 Wednesday, May 3, 2023, through Thursday, May 25, 2023 and charged at DISTRICT standard rate..

FESTIVAL will be permitted to use campsites 308, 311, 331, 332 and 333 Thursday, May 18, 2023, through Monday, May 22, 2023 and charged at DISTRICT standard rate.

FESTIVAL will be permitted to use campsites 326 from April 24, 2023, through Friday, May 26, 2023 and charged at DISTRICT standard rate. FESTIVAL will be permitted to use campsites 327 from Monday, May 8, 2023, through Wednesday, May 25, 2023 and charged at DISTRICT standard rate.

FESTIVAL will be permitted to use campsites 334 from Wednesday, May 17, 2023, through Monday, May 22, 2023 and charged at DISTRICT standard rate.

FESTIVAL will be permitted to use campsites 358 from Wednesday, May 17, 2023, through Tuesday, May 23, 2023 and charged at DISTRICT standard rate.

FESTIVAL will be charged in the amount of \$1,400.00 for Site 373 and 374, to be occupied only by Brett Davidson and Norm Davidson for acceptance of deliveries and setup from April 17, 2023 – May 27, 2023.

FESTIVAL will be charged at DISTRICT standard rate for any additional campsites requested for extended stays (pending availability of campsite.). FESTIVAL must provide individual names for each site being used, including those staying for extended time.

FESTIVAL will provide DISTRICT a copy of the reservation paperwork that is sent to campers, which states rules and regulations, to aid DISTRICT enforcement of rules on or before November 15, 2022.

FESTIVAL will provide an updated copy of reservation list to DISTRICT on a weekly basis so that DISTRICT can confirm names when booking the Thursday and Sunday of the event weekend.

FESTIVAL will provide DISTRICT a copy of the final reservation list, including guest names and site numbers, no less than three months before the event start date. FESTIVAL is to provide any changes or updates thereafter.

Campsites will be available beginning 6:00am Friday, May 19, 2023, through 7:00pm Sunday, May 21, 2023. FESTIVAL will be responsible for taking camping reservations for Friday, May 19, 2023 and Saturday, May 20, 2023. Reservations for FESTIVAL weekend Friday, May 19, 2023, go on sale December 2, 2022, 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 general admission weekend combo tickets.

FESTIVAL shall provide the DISTRICT with final camping registration list for event guests, vendors,

and balloonists no later than Wednesday, May 10, 2023. Camping registration shall be emailed to Annelise Tappe (Atappe@rivco.org). FESTIVAL will adhere to the following rates:

CAMPING LIST & PACKAGES

FESTIVAL to provide DISTRICT with updated reports weekly to reflect any changes to the reserved sites; changes to reservations will cease on Friday May 12, 2023.

FESTIVAL shall provide the DISTRICT with final camping registration lists for event guests, vendors, and balloonists no later than Tuesday, May 16 2023.

Campground reservation report will be emailed to Annelise Tappe (ataproma@rivco.org) directly from the RESERVATION VENDOR. FESTIVAL will adhere to the following rates:

Camp Sites	Customer Rate	I n c l u d e d with site
Full hook up	\$700.00	2 Weekend combo tickets
Water / electricity	\$625.00	2 Weekend combo tickets
Water only	\$575.00	2 Weekend combo tickets
Dry	\$475.00	2 Weekend combo tickets
Vendor	\$200.00	Dry site only

FESTIVAL representative shall be available by phone to assist DISTRICT in registration of campers, addressing double bookings, and other concerns arising at check-in. FESTIVAL to provide DISTRICT a contact name, phone number and available hours to assist with registration issues by May 9, 2023.

DISTRICT will patrol all campgrounds. Festival shall patrol parking lot area and shall conduct the exiting of the parking lot each night, NO OVERNIGHT CAMPING permitted in the parking lot areas. (Special Event Parking Lot, Ramp 1 and South Parking lot)

DISTRICT shall provide directional signage at the kiosk on Wednesday, May 17, 2023 through Friday, May 19, 2023, indicating two lanes: one on the left for Camping Check-In, and one on the right side for event/non camping attendees. DISTRICT will allow FESTIVAL entrants bearing properly-displayed Designated Parking Pass to proceed through the kiosk without being stopped for DISTRICT credentials.

FESTIVAL to provide DISTRICT a list of VENDORS meeting location, and FESTIVAL contact number to aid DISTRICT kiosk staff for VENDORS set up.

ANIMALS

Animals are not allowed in Festival area except for services animals. Animals will be kept a minimum of 300 feet away from the water's edge. Any droppings will be disposed of within 24 hours in a FESTIVAL-provided waste bin.

FESTIVAL will not utilize the dumpsters in campground for FESTIVAL waste.

DAMAGE TO FESTIVAL SITE

FESTIVAL and DISTRICT will complete a pre-festival SET-UP inspection of the day use areas on or before April 17, 2023. DISTRICT & FESTIVAL shall document any pre-festival damages 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 5 days after the last day of the event. The FESTIVAL and DISTRICT will conduct a secondary post-festival inspection no later than 30 days after the last day of the event to determine if there was damage to the irrigation system not revealed by the preliminary inspection. 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 at the cost of FESTIVAL.

FESTIVAL is responsible and liable for all other damages that occur as a result of the event. FESTIVAL will be invoiced for any damages after the post-event assessment. Damages and repairs will be documented by DISTRICT staff via photos.

SITE PREPARATION

FESTIVAL is to provide the DISTRICT a site preparation schedule for the DISTRICT'S review and approval on or before April 1, 2023. Site preparation shall include at a minimum; parking lots and access road grading, fencing installation, equipment and supply deliveries, tent and structures set-up, and any other activities that may affect regular park operations prior to event start of event. DISTRICT will ensure that there are no conflicts with other events schedule in the park. DISTRICT will shut-off irrigation in selected turf areas accordingly to minimize damage by equipment during site preparation. The last watered night will be Friday, May 12, 2023.

DISTRICT will be responsible for the preparation of the grounds including but not limited to: mowing parking lot, mowing park, trimming trees, filling gopher holes for the event, and providing lake, shoreline, and campground patrol.

EVENT SET UP

DISTRICT Officials will allow event marking any time after May 19, 2023 as long as event markings does not impact other park activities. Set-up will commence on April 17, 2023, excluding turf areas to allow for irrigation and mowing. Stage set-up will not take place until May 15, 2023.

FESTIVAL is not to place any vendors in front of DISTRICT booth, or place light standards near booth.

FESTIVAL will provide a barrier fence/berm along the back side of The View campground (behind Campground B) and between the Roost and the View to prevent vehicles from parking along the emergency road and ensuring the safety of campers crossing the road between the Roost & View.

FESTIVAL will be responsible for providing trash bins and portable restrooms at the Roost & View campgrounds.

FESTIVAL may place banners for the purposes of sponsor advertising along the length of the main access road to and from Festival grounds. Banners will not block or in any way obscure Park District signs. Additionally, placement will be respectful of any existing fencing, irrigation, walkways, etc.

EVENT BREAKDOWN

All facilities will be dismantled and removed on or before May 25, 2023. 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 Festival equipment will be removed from Amphitheater Areas 1, 2, and 3, Day Use 1, and Field of Dreams on or before Tuesday, May 23, 2023, to allow irrigation to resume by Wednesday, May 24, 2023. FESTIVAL will remove equipment from other turf areas before non-turf areas so irrigation and mowing can resume.

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 FESTIVAL Board Member.

FESTIVAL is responsible for ensuring that "rolling stock" vehicles observe posted park speed limits.

FESTIVAL is responsible for marking all Rolling Stock Vehicles (UTV) with unique and visible color and number identification so that UTV's deemed to be driving recklessly can be identified. FESTIVAL is to provide the assignment list to the District on or before Friday May 19, 2023 pre-Festival opening to guests.

FESTIVAL will provide staff to monitor traffic and prevent unauthorized access at the Handicap Access Emergency Service Road.

FESTIVAL will provide DISTRICT'S on-site staff with combinations to locks on all interior gates, including VIP and Day Use 1.

FESTIVAL will inform event guests that ground fires, Chinese Lanterns, Tiki torches and Drones are prohibited in the park. TVBWF/DISTRICT will be permitted to use a Drone for marketing, promotional purposes.

SITE USE FEE

FESTIVAL will pay the DISTRICT based on the attached cost summary.

PAYMENT TERMS

Per Section e.1 on page 1 of the Facility Use Agreement, FESTIVAL shall pay the DISTRICT \$10,000 prior to event set up start (by the first Monday in January for every contractual year), as an advance payment with the remaining balance of \$81,055 due the DISTRICT on June 30, 2023. FESTIVAL shall provide DISTRICT with attendance and ticket sale numbers for each day of the event on or before September 15, 2023.

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 as referenced in the insurance section on page 7 of the Facility Use Agreement.

HAZMAT

FESTIVAL Hazmat Team has knowledge of Hazardous Waste Control Laws, Medical Waste Management Regulations, Water Code Sections 13171.c – 13387.b and 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 Public Safety Incident Action Plan to the DISTRICT on or before May 18, 2023. The Public Safety Incident Action Plan should include a Safety Data Sheet (SDS) on all known hazardous and toxic products specific to the Festival. FESTIVAL will ensure Vendors using compressed gas cylinders will be checked for compliance.

MARKETING

Marketing for the 2023 Festival may include, but not limited to 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); social media; digital streaming mediums; 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/or 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.

IN WITNESS WHEREOF, the PARTIES here to have executed this Business Plan on the date as indicated adjacent to each Party's signature.

**RIVERSIDE COUNTY REGIONAL PARK
AND OPEN-SPACE DISTRICT**

Signature

Date

Print Name

Title

TEMECULA VALLEY BALLOON AND WINE FESTIVAL ASSOCIATION

Signature

Date

Print Name

Title



EXHIBIT B

RIVERSIDE COUNTY
REGIONAL PARK AND OPEN SPACE DISTRICT

Date: 3/9/2023

Cost Summary

To: Temecula Valley Balloon & Wine Festival
PO Box 1254
Temecula Valley, CA 92593

This quote in no way represents a binding contract and merely gives the recipient a cost estimate for rentals or services requested by the recipient

Event Coordinator		Event	Event Date(s)			
Annelise Tappe		SKN- Temecula Valley Balloon & Wine Festival	5/19/2023-5/21/2023			
			Number of Days / Nights of Event	2		
Qty	Unit	Description	Nights	Guests Included	Unit Price	Line Total
1	Rate	2022 Park Rental (includes amenities/campsites/day use areas below)				\$0.00
113	sites	Full Hook-up Sites per Night (17 full hook up sites below subtracted)	2	678	\$50.00	\$11,300.00
48	sites	Premier Full Hook-up Sites per Night (18 premier campsites below subtracted)	2	288	\$55.00	\$5,280.00
13	sites	Electricity + Water Sites per Night (1 campsite below subtracted)	2	78	\$45.00	\$1,170.00
4	sites	Premier Electricity + Water Sites per Night	2	24	\$50.00	\$400.00
32	sites	Water only Sites per Night	2	192	\$35.00	\$2,240.00
9	sites	Premier Water only Sites per Night	2	54	\$40.00	\$720.00
2	sites	Developed Group Areas per Night (A & B)	2	400	\$350.00	\$1,400.00
213	sites	Primitive	2	426	\$35.00	\$14,910.00
40	sites	Developed Group Overflow Dry	7	80	\$35.00	\$9,800.00
267	sites	Additional Primitive Camping: Each Guest / Per Night	2	1,602	\$35.00	\$18,690.00
1	rate	Day Use Admission Per-Day Flat Rate Fee (for any event over 10,000 attendees)	3	30,000	\$30,000.00	\$90,000.00
1	ea	Day Use Area 1 with Electricity per Day	7		\$200.00	\$1,400.00
1	ea	Day Use Area 2 with Electricity per Day	7		\$200.00	\$1,400.00
1	ea	"Field of Dreams" Day Use Area per Day	7		\$200.00	\$1,400.00
1	ea	Amphitheater per Day	7		\$200.00	\$1,400.00
1	ea	Lookout Shelter (Used by RivCoParks Staff)				\$0.00
4	ea	Sites 102, 103, 104, 202 (Sponsor) (5/18-5/22)	4		\$55.00	\$880.00
1	sites	Site 224 (5/18-5/21)	3		\$50.00	\$150.00
7	sites	Sites 277, 278, 279, 280, 281, 282, 283 (5/8-5/23)	15		\$50.00	\$5,250.00
4	sites	Sites 284, 285, 286, 287 (5/15-5/23)	8		\$50.00	\$1,600.00
2	sites	Site 373, 374 (4/17-5/27)		per contract	\$1,950.00	\$1,950.00
7	sites	Site 301, 302, 303, 305, 306, 307 (5/15-5/25)	10		\$55.00	\$3,850.00
1	sites	Site 304 (5/15-5/23)	8		\$55.00	\$440.00
2	sites	Sites 308, 311 (5/18-5/22)	4		\$55.00	\$440.00

1	sites	Site 315 (5/15-5/25)	10		\$55.00	\$550.00
1	sites	Site 326 (4/24-5/26)	31		\$50.00	\$1,550.00
3	sites	Sites 331, 332, 333 (5/17-5/22)	5		\$50.00	\$750.00
1	sites	Site 334 (5/17-5/22)	5		\$50.00	\$250.00
1	sites	Site 358 (5/17-5/23)	6		\$50.00	\$300.00
2	sites	Site 359, 360 (5/3-5/25)	24		\$55.00	\$2,640.00
TBD	ea	Camping Pet Entry Fee (TBD)			\$2.00	
		ADDITIONAL REQUESTS (needs to be invoiced)				\$0.00
1		Deposit			\$10,000	PAID
		Special Event Application Fee			\$300	PAID
					Sub-Total	\$182,110.00
1		RivCoParks Sponsorship Credit (50%)				\$91,055.00
1	ea					
					Total	\$91,055.00
					Balance	\$91,055.00

Prepared By: Annelise Tappe Park Facilities Coordinator
Name Title

Thank you for your business!
4600 Crestmore Road, Jurupa Valley, CA (800) 234-PARK (7275)
www.RivCoParks.org



EXHIBIT "C"

RIVERSIDE COUNTY
REGIONAL PARK AND OPEN-SPACE DISTRICT
Special Event Application



This application must be submitted for special events held on District property and/or requiring District Services at least 120 days prior to the date of the event in order to submit to the General Manager for tentative approval Note: If this is a MAJOR EVENT--5,000 or more people--the application must be submitted 180 days prior to the event. In order for the application to be considered complete it must be turned-in to the coordinator in charge of special events, completely filled-out, and accompanied by all pertinent/required supporting documentation. The following items are required to make this application complete:

- Application Fee Credit card or Cashier's Check
Special Events Application, completely filled-out
Copy of liability insurance based on district standards
Any event-specific documentation listed in District policy or required by staff

PLEASE NOTE: Advertising and/or marketing of the event will not be permitted until your application has been approved and all required forms have been received.

Please enter the information below and answer all areas as thoroughly as possible. For those questions that do not apply, simply indicate not applicable (n/a).

Name of Event Type of Event

Date of Event New Event Returning Event

Proposed Starting Time Proposed Ending Time

Set-up Time Tear-down Time

Requested Location If a park site, which park?

If not using the entire park, please indicate specific area of use:

Name of Person or Organization Hosting the Event

Check all that apply: Previously Hosted an Event with RivCoParks 501c3 Sponsor
Hosting Organization Parks Dept. Support Group County Department/Division
Boy Scouts of America Girl Scouts of the USA Troop #
District Representative Phone

Address City State Zip

Phone Cell Fax

Email

Overview of Event:

Empty box for event overview

ATTENDANCE INFORMATION

Targeted audience for this activity/event _____

Estimated Attendance _____ Estimated # Staff/Volunteers _____

Event is SELECT Will fees be charged? Yes No If yes, how much? _____

Will fees be collected on-site? Yes No Who will the proceeds benefit? _____

ALCOHOL *Serving alcohol is subject to approval by the District General Manager.*

Are you requesting that alcohol be served?

Will alcohol be sold on-site? Yes No Who will the proceeds benefit? _____

Note: Requests to serve alcohol must be accompanied by submission of a license obtained from the California Department of Alcoholic Beverage Control. abc.ca.gov

EVENT SITE OR ROUTE MAP

In the space provided below, please describe the proposed route for parades, runs, walks, etc. A detailed map of the event site or route must be included with this application if traffic control or parking are significant issues. You will be prompted at the end of this application to upload a layout or drawing of your traffic map.

STREET CLOSURES

Are you requesting that any public streets be closed for this event/activity? YES NO

If YES, identify the streets/blocks and indicate the times the closure is requested:

Will there be any equipment in the public right of way (car displays, tents, etc.)? YES NO

TRAFFIC CONTROL/BARRICADES

A traffic control contractor may be required for events which require barricades or traffic control signage. An approved traffic control plan will be required prior to implementing any closure or redirection based on the event. The plan should specify pedestrian management, traffic signal modifications, etc (if applicable). A changeable message sign may also be required.

Please list your traffic control contractor and/or traffic control plan if applicable:

VEHICLE LOADING/UNLOADING

Are you requesting that vehicles be permitted to load/unload on District property? YES NO

If YES, please indicate the location and times loading and unloading would occur:

Unloading Location: _____ Time: _____

Loading Location: _____ Time: _____

VEHICLES ON PARK GROUNDS

Vehicles, including catering vehicles, are not normally permitted to drive or park on the turf of district park grounds due to extensive underground irrigation systems that may sustain damage when vehicles drive across control boxes, sprinkler head and the lines.

Are you requesting that vehicles be permitted to drive or park on public grounds? YES NO

If YES, please indicate the type(s) of vehicles and the locations and times they would be driven:

FOOD VENDORS*

Food vendors must obtain a valid health permit from the Riverside County Department of Public Health, if they do not already have one. A copy of this must be faxed to the Special Events Coordinator at least 15 days prior to the event and the original must be placed on display on the day of the event. In addition, all vendors selling food or other products must obtain and have all other required permits and/or licenses from the city the event is being held in (e.g. business license).

Will food be served at the event? Yes No

If YES, the food will be (check all that apply):

Provided Free Cooked/Prepared On-site Cooked on an Open Fire

Available for Purchase Who will the proceeds benefit? _____

Please provide a description of the food you will be serving:

Does vendor have a valid health permit issued by Riverside County Department of Health? YES NO

**Unless otherwise noted, all vendors will be required to provide proof of insurance to the Special Events Coordinator*

OTHER VENDORS

Are you requesting approval to offer other items for sale at the event? YES NO

IF YES, describe the type and cost of items for sale: _____

Who will the proceeds benefit? _____

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

Jumper Company _____ Phone _____

Amplified Music Company _____ Phone _____

Live Animals Company _____ Phone _____

Unless otherwise noted, all vendors will be required to provide proof of insurance to the special events coordinator.

EQUIPMENT

Please indicate the equipment that will be used during the event, and the # of units.

PA/Speaker System _____ Stages _____ Tables _____

Generators _____ Tents/Canopies _____ Chairs _____

Light Towers _____ Extension Cords _____ Other _____

CLEAN-UP AND TRASH REMOVAL

Clean-up of the event area immediately following the event, including trash removal from the site, is the responsibility of the applicant.

For each, please indicate the contractor or organization responsible:

Clean-Up _____ Phone _____

Trash Removal _____ Phone _____

EVENT PARKING

Sufficient parking must be planned and designated depending upon the type and location for your event. Please indicate what areas you plan on utilizing for participant/attendee parking:

Will you provide designated parking for disabled persons? YES NO

Location:

PORTABLE RESTROOMS

Will additional portable restrooms be brought to the event site? YES NO

Company: _____ Phone: _____

Number of Portables: _____ Number of ADA Portables: _____

Please allow one portable restroom for every 100 guests in attendance (not including Parks facility restrooms).

CAMPSITES

Will you be reserving any of the following with your special event?

Campsites How many? _____ List Specific Sites: _____

Group Campsites How many? _____ List Specific Sites: _____

Cabins* How many? _____ List Specific Cabins: _____

**Cabins apply to Rancho Jurupa Park only*

SHADE STRUCTURES

Select the site-specific shade structures you would like to reserve:

Rancho Jurupa Regional Park

Lake Skinner Recreation Area

Lake Cahuilla Recreation Area

Acorn Pecan Day Use #1 Day Use #2 Day Use #3 Ampitheatre

Max # People Using: _____ Date/Time: _____

FISHING PERMITS (Rancho Jurupa, Lake Cahuilla, Lake Skinner Parks only.) Complete

this section if you would like to purchase fishing permits for your event. Qty.: Date/

Time: _____

Please Note: ALL applicants will be notified by a member of the special events staff regarding the status of the application upon the conclusion of the review period by the General Manager and, if applicable, the board.

Signature: _____

Date: _____

Title: _____

NOTES

(For internal use only)



WHEN DOCUMENT IS FULLY EXECUTED RETURN
CLERK'S COPY

Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147

FACILITY USE AGREEMENT MULTI-YEAR CONTRACT

BETWEEN THE RIVERSIDE COUNTY REGIONAL PARK & OPEN-SPACE DISTRICT

AND

Temecula Valley Balloon and Wine Festival Association

(USER)

AT

Lake Skinner Recreation Area

(Facility or Location)

This Facility Use Agreement ("Agreement") is entered into on this 9th day of May, 2023 by and between the Riverside County Regional Park and Open-Space District, a park and open-space district created pursuant to the California Public Resources Code, Division 5, Chapter 3, Article 3, (hereinafter called "RIVCOPARKS" or "District"), and **Temecula Valley Balloon and Wine Festival Association**, a California non-profit corporation (hereinafter called "USER"). RIVCOPARKS and USER may be referred to individually as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, RivCoParks manages and operates a variety of facilities within Riverside County for the purposes of recreation, entertainment, and community activities;

WHEREAS, RivCoParks desires to allow usage of facilities by other entities that provide a service or product beneficial to and requested by the citizens of the community; and

WHEREAS, this Agreement is intended for the sole purpose of outlining the terms by which USER will be allowed to use RivCoParks' Facility.

WHEREAS, this Agreement shall be in effect from May 19, 2023 through June 30, 2027.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, the Parties hereby agree to the terms and conditions of this Agreement as follows:

SECTION I

USER shall not be allowed to occupy the Facility or otherwise begin the Activity (as defined below) until USER has complied with all terms and conditions of this Agreement.

The parties agree as follows:

- a. USER desires to secure from DISTRICT the privilege to conduct the following activity: **Temecula Valley Balloon and Wine Festival (“TVBWF” or “Activity”)** for the years 2023 through 2027 pursuant to all terms stated in the 5 Year Business Plan attached hereto and included as EXHIBIT A.
- b. The Activity will be held at **Lake Skinner Recreation Area on May 9, 2023 – May 21, 2023. Event dates for years 2024 through 2027 to be determined pursuant to the 5 Year Business Plan shown in EXHIBIT A.**
- c. DISTRICT grants to USER the privilege to occupy the Facility 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.
- d. USER agrees that the use of the Location shall be limited to the following purpose(s):
To conduct a balloon and wine festival.
- e. USER shall pay DISTRICT based upon the cost summary created by the DISTRICT, as shown in the attached EXHIBIT B. A cost summary will be created annually based upon requested event amenities and dates.
 1. FESTIVAL shall pay the DISTRICT ten thousand dollars (\$10,000) by the 1st Monday in January for every contractual year, as an advance payment with the remaining balance of eighty-one thousand fifty-five dollars (\$81,055) due the DISTRICT on June 30, 2023.
 2. DISTRICT’S camping fees will increase if USER’S camping fees increase, at an equal percentage.
 3. Any additional amenities, campsites or increased usage of event areas requested between years will be billed to the USER at the DISTRICT standard rate as specified on the DISTRICT’s Specific Use Fees Document.
 4. A fifteen percent (15%) event impact investment will be added and billed annually, for years 2024 through 2027. The event impact investment will be calculated based on the total event fees for that year.
- f. A Special Event Application (attached hereto as Exhibit C and incorporated herein) is required to be submitted annually for approval by the DISTRICT. This Application must include the following (where applicable):
 1. Statement why the proposed Activity is compatible with use of the Riverside County Regional Park and Open-Space District; description of all charges to be made by USER 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 USER 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.

- g. A business plan is required to be submitted and completed annually. This Business Plan must be approved by the DISTRICT. Any marketing done before said Business Plan is completed is done at USER's own risk.
- h. USER shall not be allowed to occupy the Location or otherwise begin the Activity until USER has complied with all terms and conditions of this Agreement.
- i. USER 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 USER's use of the Location. If such termination occurs, DISTRICT reserves the right to retain any payments made by USER 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.
- j. DISTRICT will agree to not approve another major (5000+ attendance) music event at Lake Skinner Recreation Area forty-five (45) days before or forty-five (45) days after the event dates, or from March 31, 2023 to June 29, 2023, in order to preserve relations with the community, resources, and allow for land recovery.
- k. DISTRICT may terminate this Agreement without cause upon thirty (30) days written notice served upon the USER stating the extent and effective date of termination.
- l. USER may terminate this Agreement due to financial hardship, pandemic or outbreak of disease, extreme weather conditions, natural disasters, acts of terrorism, government action, or health and safety concerns, upon thirty (30) days written notice to DISTRICT.
- m. USER agrees that any authorized representative of DISTRICT or the County of Riverside shall have access to the Location at all times before, during or after the Activity.
- n. During the event dates and specified set-up dates, Lake Skinner Recreation Area is closed to the public except as allowed for by admission per The Temecula Valley Balloon and Wine Festival Association.
- o. USER shall ensure that the Activity and all related operations are conducted in a quiet and orderly manner consistent with use of the Location.
- p. USER is solely responsible for the Location allocated for the Activity; and USER 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, USER shall immediately restore the Location and adjacent areas to the conditions which existed prior to the Activity. USER shall immediately repair or replace any property which is damaged as the result of the Activity.
- q. The Location shall be kept clean and free from all trash and debris. USER 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.

- r. When requested by USER in writing, DISTRICT will issue passes to USER representatives for the Activity.
- s. Vehicles present at the Activity may be parked in general public parking areas except as follows: Refer to specific business plan (Exhibit A). USER is responsible to direct all vehicular traffic at the Activity unless otherwise required by DISTRICT.
- t. DISTRICT must approve in advance charges of any kind to be imposed by USER or other persons related to the Activity. USER shall provide a complete list of all such charges to DISTRICT at least five (5) business days prior to the Activity (including prices for all items to be sold at the Activity); and USER agrees to revise any charges as reasonably requested by DISTRICT. The charges submitted to DISTRICT shall apply throughout the duration of the Activity. USER 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.
- u. 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.
- v. USER shall confine the Activity to the Location described in this Agreement. USER shall not engage in another Activity or business at or about the Location other than as expressly stated in this Agreement.
- w. USER shall ensure that the Location is ready for the Activity at least 30 minutes before the Activity is opened to the public.
- x. 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.
- y. 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 USER 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.
- z. DISTRICT, County of Riverside, or any third party which owns or operates the Location assume no responsibility for loss or damage to property of USER or persons who attend the Activity. Property which may be removed or is easily damaged should be secured in protected areas.
- aa. In the event that DISTRICT is required to remove or store any property or materials because of USER'S failure to properly vacate the Location, USER shall immediately compensate DISTRICT for all costs associated with

such removal or storage.

- bb. USER must obtain all licenses or permits which may be required for the Activity. USER shall provide copies of all required licenses or permits to DISTRICT no later than **the 1st Monday in May in 2023, 2024, 2025, 2026, and 2027.**
- cc. Wine and beer will be sold to those over age twenty-one (21). All sales of these beverages are pursuant to the requirements of the California State Alcohol Beverage Control. 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.
- dd. If food or other goods are to be sold at the Activity, USER 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. USER 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.
- ee. USER 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. USER shall ensure that the Activity does not infringe upon the rights, privileges or privacy of other persons within the vicinity of the Activity.
- ff. Fires are not permitted at the Activity except with the prior written approval of DISTRICT and any other applicable public agency.
- gg. USER 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 USER shall comply with all applicable fair employment and civil rights laws or regulations.
- hh. 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.

SECTION II

CONSIDERATION -

1. USER shall pay RivCoParks a total of
 - i. Or Amount Described in Exhibit "A" if box is checked.
2. USER shall be responsible for all its costs and expenses related to the use of the Facility under this Agreement.

SCOPE OF USE -

1. Facility specific amenities, uses, and obligations are outlined in Exhibit "A"
2. Use of the Facility under this Agreement is non-exclusive.
3. PUBLICITY - The USER may circulate written publicity with prior approval from RivCoParks.
4. CONDITIONS and ARRANGEMENTS -
 - i. Course / Program content is responsibility of the USER. USER agrees to provide and promote a high-quality course / program and project a positive image for RivCoParks.
 - ii. USER shall inspect Facility and report any problems to RivCoParks facility manager immediately. USER must clean the area after use and leave the Facility in the condition it was found.
 - iii. USER employees are not agents or employees of RivCoParks and are not restricted to working solely for the USER.

NOTICES. The following contacts are hereby designated to be the principal contacts for their respective Parties:

RivCoParks:

Riverside County Regional Park & Open-Space District
 Attn: Guest Services
 4600 Crestmore Road
 Jurupa Valley, CA 92509

USER:

TVBWF Association
 28360 Old Town Front St. Box 1254
 Temecula, CA 92590

PREVIOUS AGREEMENT - No previous agreements or understandings, in writing or otherwise, between the USER and RivCoParks shall apply. Any changes to these terms must be in writing and signed by RivCoParks authorized representative, General Manager, or designee.

ASSIGNMENT OF AGREEMENT: Nothing contained in this Agreement shall be construed to permit assignment or transfer by USER of any rights under this Agreement without DISTRICT's prior written consent. Any such assignment or transfer is expressly prohibited and void if made without DISTRICT's prior written consent.

PARTICIPANT WAIVER – The USER shall ensure that all participants complete a waiver, previously approved by RivCoParks, that shall indemnify and hold harmless RivCoParks, the County of Riverside ("DISTRICT"), their respective directors, officers, Board of Directors, Board of Supervisors, elected and appointed officials, employees, agents and representatives against any and all losses, expenses, claims, actions, liabilities, and judgments, which user may sustain or suffer as a result of or arising out of user's participation in a program or event at a District managed facility.

INDEMNIFICATION: USER shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability

whatsoever, based or asserted upon any services of USER, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of USER, its officers, employees, subcontractors, agents or representatives Indemnitors from this Agreement. USER shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by USER, USER shall, at their sole cost, have the right to use counsel of their 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 USER'S indemnification to Indemnitees as set forth herein.

USER'S obligation hereunder shall be satisfied when USER has provided to DISTRICT the appropriate form of dismissal relieving 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 USER'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

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 USER from indemnifying the Indemnitees to the fullest extent allowed by law.

INSURANCE: Without limiting or diminishing the USER'S obligation to indemnify or hold the COUNTY harmless, USER 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 COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

- A. **Workers' Compensation:** If the USER has employees as defined by the State of California, the USER 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 RivCoParks and County of Riverside.
- B. **Commercial General Liability:** Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of USER'S performance of its

obligations hereunder. Policy shall name RivCoParks, County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds. Policy's limit of liability shall not be less than \$2,000,000 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 USER 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 RivCoParks, County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

D. General Insurance Provisions - All lines:

- i. 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 RivCoParks Risk Manager. If the County'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.
- ii. The USER'S insurance carrier(s) must declare its insurance self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions shall have the prior written consent of County's Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to RivCoParks, and at the election of the County's Risk Manager, USER'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with RivCoParks, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- iii. USER shall cause USER'S insurance carrier(s) to furnish RivCoParks 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 County's 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 thirty (30) days written notice shall be given to RivCoParks prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification,

cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless RivCoParks 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. USER shall not commence operations until RivCoParks 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.

- iv. It is understood and agreed to by the parties hereto that the USER'S insurance shall be construed as primary insurance, and RivCoParks' insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.
- v. 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 which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or, the term of this Agreement, including any extensions thereof, exceeds five (5) years RivCoParks reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverage's currently required herein, if; in RivCoParks Risk Manager's reasonable judgment, the amount or type of insurance carried by the USER has become inadequate.
- vi. USER shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- vii. USER agrees to notify RIVCOPARKS 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.

COMPLIANCE WITH LAWS AND REGULATIONS. By executing this Agreement, the USER hereby certifies that it will adhere to and comply with all federal, state and local laws, regulations and ordinances.

TOXIC MATERIAL. During the term of this Agreement, USER shall not violate any federal, state, or local law, ordinance, or regulation, relating to industrial hygiene or to the environmental condition of including, but not limited to, soil and ground water conditions. Further, USER shall not use, generate, manufacture, produce, store or dispose of on, under or about RivCoParks Operated Facility or transport to or from RivCoParks Operated Facility, any flammable explosives, asbestos, radioactive materials, hazardous wastes, toxic substances or related injurious materials, whether injurious by themselves or in combination with other materials (collectively, "hazardous material"). For the purpose of this

Agreement, hazardous materials shall include, but not limited to, substances defined as “hazardous substances”, or “toxic substances” in the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq.; and those substances defined as “hazardous wastes” in Section 25117 of the California Health and Safety; and in the regulations adopted in publications promulgated pursuant to said laws.

SIGNS. USER shall not erect, maintain, or display any signs or other forms of advertising upon any RIVCOPARKS property without first obtaining the written approval of RIVCOPARKS.

RESERVATION OF RIGHT. RIVCOPARKS reserves the right for any of its duly authorized representatives to examine the facilities at any time.

INDEPENDENT CONTRACTOR. USER and its agents, servants and employees shall act at all times in an independent capacity during the term of this Agreement, and shall not act as, shall not be, nor shall they in any matter be construed to be agents, officers, or employees of RIVCOPARKS.

SEVERABILITY. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force and effect.

JURISDICTION AND VENUE. This Agreement shall be construed under the laws of the State of California. In the event any action or proceeding is filed to interpret, enforce, challenge, or invalidate any term of this Agreement, venue shall lie only in the court of competent jurisdiction located in Riverside County.

WAIVER OF PERFORMANCE. No waiver by RIVCOPARKS at any time of any of the terms and conditions of this Agreement shall be deemed or construed as a waiver at any time thereafter of the same or of any other terms or conditions contained herein or of the strict and timely performance of such terms and conditions.

APPROVAL. This Agreement shall not be binding or consummated until it is approved by the Board of Directors of RivCoParks or its authorized delegate.

AUTHORITY TO EXECUTE. The persons executing this Agreement or exhibits attached hereto on behalf of the parties to this Agreement hereby warrant and represent that they have the authority to execute this Agreement and warrant and represent that they have the authority to bind the respective parties to this Agreement to the performance of its obligations hereunder.

INCORPORATION OF RECITALS AND EXHIBITS. The recitals and attached exhibits are incorporated by reference into this

Agreement.

ENTIRE AGREEMENT. This Agreement is intended by the parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and contemporaneous licenses, agreements, and understandings, oral or written, in connection therewith. The Agreement may be changed or modified only upon the written consent of the parties hereto.

[Signature Provisions on Following Page]


IN WITNESS WHEREOF, the PARTIES hereto have executed this Facility Use Agreement on the date as indicated adjacent to each Party's signature.

DISTRICT

RIVERSIDE COUNTY REGIONAL PARK
AND OPEN-SPACE DISTRICT
4600 Crestmore Rd.,

Jurupa Valley, CA 92509

Signature:

BY: 
CHUCK WASHINGTON
Chairman, Board of Directors


Dated: 5/9/23

USER

TEMECULA VALLEY BALLOON AND WINE FESTIVAL
ASSOCIATION
41755 Rider Way, Unit 1

Temecula, CA 92590

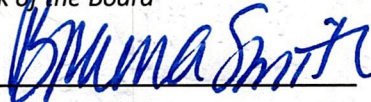
Signature:

BY: 
Scott Soares, *President*

Dated: 5/12/23

ATTEST:

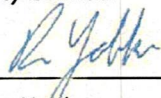
Kimberly Rector
Clerk of the Board

By: 
Deputy

(Seal)

APPROVED AS TO FORM:

Minh C. Tran
County Counsel

By: 
Ryan Yanko
Deputy County Counsel

MAY 9 2023 13.5

EXHIBIT A

TEMECULA VALLEY BALLOON AND WINE FESTIVAL ASSOCIATION A NON-PROFIT CORPORATION 2023 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 2023 Temecula Valley Balloon & Wine Festival. The Festival has been held at Lake Skinner for the past twenty four years and is subject to approval of the Board of Supervisors of Riverside County.

EVENT DATES

Friday, May 19, 2023, Saturday, May 20, 2023, and Sunday, May 21, 2023, are the scheduled dates for the 2023 Festival. Below is a schedule of times for the following activities: (times subject to change).

Wednesday, May 17, 2023	10:00am to 6:00pm Vendor Set Up
Thursday, May 18, 2023	6:00am to 6:00pm Vendor Set Up/Media Day
Friday, May 19, 2023	3:00pm to 10:00pm Festival/Balloon Glow
Saturday, May 20, 2023	6:00am to 10:00pm Festival/Balloon Glow
Sunday, May 21, 2023	6:00am to 8:00pm Festival

Access to the park shall be provided by 5:30 am each day.

ACTIVITIES

- A. **Balloon Glow** – Friday and Saturday, a maximum of 20 tethered balloons will be featured in the evening “glow” to be staged in the Wine Stage Venue. Fire Dept./Emergency personnel will be present.
- B. **Balloon Tethering** –Saturday and Sunday morning the FESTIVAL will have up to 6 tethered balloon rides offered at \$20.00 for our guests. This Activity will begin at 7:00am and will continue until approximately 9:00am, weather permitting.
- C. **Balloon Launch** – Thursday morning up to 10 hot air balloons will be launched. Passengers will be guests, sponsors, media, and/or pilots only. All other conditions same as Saturday and Sunday.

Saturday and Sunday morning, up to 50 hot air balloons will be launched in three waves, weather permitting and depending on space. Each launch will consist of a maximum of 20 hot air balloons launched per wave. Balloons will be a variety of paid passengers, guests, and/or pilots only. If a hot air balloon lands in the Multi Species Reserve (MSR) or Lake Skinner Park (SKN) boundaries, DISTRICT will escort chase vehicle to balloonist as required by

Metropolitan Water District (MWD)/MSR/SKN. DISTRICT to be present at on-site briefings each morning to assist in the decision on whether to launch on-site based upon weather and/or other conditions.

- D. **Beer/Wine** – Wine and beer 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. 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.
- 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. Entertainment will begin at approximately 3:00pm on Friday and 11:00am on both Saturday and Sunday and will conclude by 10:00pm Friday and Saturday and 6:00pm 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 Environmental Health. Food Court area spaces and numbering shall be marked using **Chalk** marking system when placed on asphalt and spray paint on grass areas.
- G. **Commercial Court** – There will be approximately 100-150 art and craft and commercial booths staffed by these vendors who will display and sell their works.
- H. **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.

Vendor parking will be provided at Launch Ramp 1 and adjacent to Campground A/B restroom; FESTIVAL will mark (chalked) area to identify parking spaces. DISTRICT will provide a map to reflect the amount of space FESTIVAL can use southeast of the A/B restroom.

Local non-profit organizations will be responsible for paid parking. These organizations have successfully handled parking for the Festival in previous years and have made the commitment to do so for the 2023 Festival as well. A parking fee of \$20.00 per vehicle, \$150.00 for commercial passenger buses, \$150.00 for motor homes, and \$50.00 for premier parking.

Parking attendants shall prevent access to campground areas from the General Parking Lot to avoid illegal access and camping without reservations.

- I. **Splash Pad** –DISTRICT will turn the Splash Pad on from 3pm to 6pm on Friday, 11am to 6pm on Saturday and 11am to 5pm on Sunday.
- J. **Parks Command Center (PCC)** –The PCC will be used similar to Sheriff Command Center and promote venue to stakeholders. DISTRICT will create PCC passes that will permit access to venue & PCC. FESTIVAL will provide parking passes to DISTRICT by April 19, 2023. 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. Enhancing the entrance to the festival.
5. Providing water trucks for dust control and approved treatment on the designated roads. A map must be provided to DISTRICT no later than Friday, May 19, 2023.
6. Provide drains in parking lot for excess water from water trucks. Install water meters, at locations approved in advance by DISTRICT Staff Supervisor for the purpose of tracking water usage by FESTIVAL. Provide DISTRICT Staff, with report of water usage within 30 days after event has concluded.
7. Providing personnel for water trucks.
8. Clearing of brush and grass from parking lot, and ensuring it is in a safe condition, no less than 14 days prior to Festival. In 2023, additional fencing will be added during clearing of brush and grass activities, and fencing will remain in place during the entire Festival.
9. Reconstructing any berms removed from overflow camping area to their original state within seven days after the event is concluded.
10. Striping/marketing campsites in the Roost & View (20' x 40') & DGOD (15' x 40') campgrounds to include placing campsite markers; striping/marketing shall be completed on or before Sunday May 14, 2023.
11. Grading of parking lot, and ensuring it is in a safe condition, no less than 14 days prior to Festival. In 2023, additional fencing will be added during grading activities, and fencing will remain in place during the entire Festival; this additional fencing will be removed within 30-days post the last day of the event.
12. Due to DISTRICT'S responsibility to manage the MWD property, 6' fencing must be erected along the southern and eastern properties.

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 30,000 tickets for Friday, May 19, 2023
- b. A maximum of 30,000 tickets for Saturday, May 20, 2023
- c. A maximum of 30,000 tickets for Sunday, May 21, 2023

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

Friday ticket rate	\$50.00 for adults
Friday Junior ticket rate	12 & Under Free
Sat. & Sun. ticket rate	\$60.00 for adults
Sat. & Sun. Junior ticket rate	\$10.00 5-12 & Under 5 Free

TICKET OUTLET CENTER

FESTIVAL may set up numerous ticket outlet centers prior to the event and sell adult daily tickets at a discounted price.

FIRST AID & SECURITY SERVICES

Fire/Emergency Medical Services (EMS): Local Volunteer Fire Companies and/or Riverside County Fire Department, and/or American Medical Response (AMR), and/or an approved Riverside County or State approved provider, will provide on-site Basic Life Support (BLS)/EMS services during Festival business hours as recommended by the FESTIVAL and the 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 Public Safety Section of this Business Plan. Further, if the Adjacent Off-Site Property is deployed for offsite parking, additional fencing is mandatory along the southern and eastern sides of the property and security personnel will be required on-site to monitor/manage pedestrian access during festival operational hours. FESTIVAL shall manage all of the parking areas and junctions along the exit/entrance roads, the turnaround area south of the kiosk office, and where the entrance/exit roads merge. FESTIVAL must provide adequate road blockage and signage at all locations. Pedestrians will not be allowed entrance to the grounds. Security will monitor the property.

WASTE SERVICES

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, Americans with Disabilities Act Guidelines (ADAG), 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. The FESTIVAL is responsible to ensure pumping is done at night after the event closes down. The FESTIVAL is responsible to ensure trash bins and roll offs are put on the dirt vs. the asphalt. Permanent restrooms will be maintained by DISTRICT staff. FESTIVAL will be permitted to stage their waste company's transfer discharge truck in the northeast corner of Whittier House Parking Lot – all waste/sewage will be hauled off-site. An alternative location may be needed. Day Use 1 restroom will not be open to the General Public and FESTIVAL will erect fencing so as to exclude the restroom from access from the Festival Grounds.

RV CAMPING, CHECK IN

DISTRICT will provide the FESTIVAL with campgrounds A, B, and C, excluding a total of 19 sites (13 camp hosts' sites and 7 sites for DISTRICT staff). Camp hosts' sites are 111, 125, 147, 176, 223, 247, 248, 273, 275, 319, 337, 372, and 380. DISTRICT staff sites are 101, 318, 375, 376, 377, 378, and 379.

Developed Group Loops A & B check-in Monday, May 15, 2023 and check-out Monday, May 22, 2023).

Developed Group Overflow Dry (DGOD) 701–740 check-in Monday, May 15, 2023 and check-out Monday, May 22, 2023).

VENDORS Roost Campground (801 – 848) – check-in Wednesday, May 17, 2023 and check-out Monday, May 22, 2023- located behind Campground A. Sites 448-459 will also be used for VENDORS, checking in Wednesday May 17, 2023 and checking out Monday, May 22, 2023.

Launch Ramp 2 Area will be used for **BALLOONIST camping (check-in Wednesday, May 17, 2023, and check-out Monday, May 22, 2023)**, fuel holding tanks and propane.

Day Use 2 Area will be used for FESTIVAL Office Headquarters, Security Station (Sheriff and Marines) and tow truck parking. Load in will be Wednesday, May 17, 2023 and load out will be Tuesday, May 23, 2023.

FESTIVAL will pay for Starway Sound Group camping sites 277, 278, 279, 280, 281, 282, and 283 from May 8, 2023, to May 23, 2023. Starway Sound Group is required to pay any additional camping fees.

DISTRICT will designate and FESTIVAL will install signage for each campsite created in the Developed Group Overflow Dry, The Roost and The View campgrounds. Campsite numbers signage shall be installed by Sunday May 14, 2023.

FESTIVAL is to provide parking directional assistance personnel in Dry Camping on Thursday May 18th from 6am-6pm and Friday May 19th from 6am-6pm.

FESTIVAL is to provide different color signage to distinguish Vendor camping from guest Dry Camping to be determined by DISTRICT.

FESTIVAL is permitted to place a 10x10 canopy in the handicap access road with proper staffing, and an additional 10x10 canopy at the equestrian road gate 106.

FESTIVAL is to provide directional signage to Campgrounds A, B and C, Developed Group, Developed Group Overflow Dry, the Roost and the View Campgrounds to be determined by District. The directional signs will be located at the STOP sign opposite the Camp Store, Entrances to Campground A, B, & C, main entrance to The Roost and The View and the entrance to Developed Group Campground. If changes have been made from previous year's map, FESTIVAL will provide DISTRICT with an updated Vendor Campsite Map and Overflow Campsite Maps.

FESTIVAL will be permitted to station seven RV's behind the stage North of the Amphitheater (near the VIP section) on turf. RV's will arrive Wednesday, May 17, 2023 and will depart on Wednesday, May 24, 2023. Map attached.

FESTIVAL will be permitted to use campsites 102, 103, 104, and 202 Thursday, May 18, 2023 to Monday, May 22, 2023.

FESTIVAL will be permitted to use campsites 284, 285, 286, and 287 Monday, May 15, 2023 through Tuesday, May 23, 2023, and charged at DISTRICT standard rate.

FESTIVAL will be permitted to use campsites 301, 302, 303, 305, 306, 307 and 315 from Monday, May 15, 2023, through Thursday, May 25, 2023, and charged at DISTRICT standard rate.

FESTIVAL will be permitted to use campsites 301, 302, 303, 305, 306, 307 from Monday, May 15, 2023, through Thursday, May 25, 2023, and charged at DISTRICT standard rate.

FESTIVAL will be permitted to use campsite 304 from Monday, May 15, 2023 to Tuesday, May 23, 2023 and charged at DISTRICT standard rate.

FESTIVAL will be permitted to use campsite 359 Wednesday, May 3, 2023, through Friday, May 26, 2023 and charged at DISTRICT standard rate.

FESTIVAL will be permitted to use campsite 360 Wednesday, May 3, 2023, through Thursday, May 25, 2023 and charged at DISTRICT standard rate..

FESTIVAL will be permitted to use campsites 308, 311, 331, 332 and 333 Thursday, May 18, 2023, through Monday, May 22, 2023 and charged at DISTRICT standard rate.

FESTIVAL will be permitted to use campsites 326 from April 24, 2023, through Friday, May 26, 2023 and charged at DISTRICT standard rate. FESTIVAL will be permitted to use campsites 327 from Monday, May 8, 2023, through Wednesday, May 25, 2023 and charged at DISTRICT standard rate.

FESTIVAL will be permitted to use campsites 334 from Wednesday, May 17, 2023, through Monday, May 22, 2023 and charged at DISTRICT standard rate.

FESTIVAL will be permitted to use campsites 358 from Wednesday, May 17, 2023, through Tuesday, May 23, 2023 and charged at DISTRICT standard rate.

FESTIVAL will be charged in the amount of \$1,400.00 for Site 373 and 374, to be occupied only by Brett Davidson and Norm Davidson for acceptance of deliveries and setup from April 17, 2023 – May 27, 2023.

FESTIVAL will be charged at DISTRICT standard rate for any additional campsites requested for extended stays (pending availability of campsite.). FESTIVAL must provide individual names for each site being used, including those staying for extended time.

FESTIVAL will provide DISTRICT a copy of the reservation paperwork that is sent to campers, which states rules and regulations, to aid DISTRICT enforcement of rules on or before November 15, 2022.

FESTIVAL will provide an updated copy of reservation list to DISTRICT on a weekly basis so that DISTRICT can confirm names when booking the Thursday and Sunday of the event weekend.

FESTIVAL will provide DISTRICT a copy of the final reservation list, including guest names and site numbers, no less than three months before the event start date. FESTIVAL is to provide any changes or updates thereafter.

Campsites will be available beginning 6:00am Friday, May 19, 2023, through 7:00pm Sunday, May 21, 2023. FESTIVAL will be responsible for taking camping reservations for Friday, May 19, 2023 and Saturday, May 20, 2023. Reservations for FESTIVAL weekend Friday, May 19, 2023, go on sale December 2, 2022, 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 general admission weekend combo tickets.

FESTIVAL shall provide the DISTRICT with final camping registration list for event guests, vendors,

and balloonists no later than Wednesday, May 10, 2023. Camping registration shall be emailed to Annelise Tappe (Atappe@rivco.org). FESTIVAL will adhere to the following rates:

CAMPING LIST & PACKAGES

FESTIVAL to provide DISTRICT with updated reports weekly to reflect any changes to the reserved sites; changes to reservations will cease on Friday May 12, 2023.

FESTIVAL shall provide the DISTRICT with final camping registration lists for event guests, vendors, and balloonists no later than Tuesday, May 16 2023.

Campground reservation report will be emailed to Annelise Tappe (ataproma@rivco.org) directly from the RESERVATION VENDOR. FESTIVAL will adhere to the following rates:

Camp Sites	Customer Rate	In c l u d e d with site
Full hook up	\$700.00	2 Weekend combo tickets
Water / electricity	\$625.00	2 Weekend combo tickets
Water only	\$575.00	2 Weekend combo tickets
Dry	\$475.00	2 Weekend combo tickets
Vendor	\$200.00	Dry site only

FESTIVAL representative shall be available by phone to assist DISTRICT in registration of campers, addressing double bookings, and other concerns arising at check-in. FESTIVAL to provide DISTRICT a contact name, phone number and available hours to assist with registration issues by May 9, 2023.

DISTRICT will patrol all campgrounds. Festival shall patrol parking lot area and shall conduct the exiting of the parking lot each night, NO OVERNIGHT CAMPING permitted in the parking lot areas. (Special Event Parking Lot, Ramp 1 and South Parking lot)

DISTRICT shall provide directional signage at the kiosk on Wednesday, May 17, 2023 through Friday, May 19, 2023, indicating two lanes: one on the left for Camping Check-In, and one on the right side for event/non camping attendees. DISTRICT will allow FESTIVAL entrants bearing properly-displayed Designated Parking Pass to proceed through the kiosk without being stopped for DISTRICT credentials.

FESTIVAL to provide DISTRICT a list of VENDORS meeting location, and FESTIVAL contact number to aid DISTRICT kiosk staff for VENDORS set up.

ANIMALS

Animals are not allowed in Festival area except for services animals. Animals will be kept a minimum of 300 feet away from the water's edge. Any droppings will be disposed of within 24 hours in a FESTIVAL-provided waste bin.

FESTIVAL will not utilize the dumpsters in campground for FESTIVAL waste.

DAMAGE TO FESTIVAL SITE

FESTIVAL and DISTRICT will complete a pre-festival SET-UP inspection of the day use areas on or before April 17, 2023. DISTRICT & FESTIVAL shall document any pre-festival damages 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 5 days after the last day of the event. The FESTIVAL and DISTRICT will conduct a secondary post-festival inspection no later than 30 days after the last day of the event to determine if there was damage to the irrigation system not revealed by the preliminary inspection. 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 at the cost of FESTIVAL.

FESTIVAL is responsible and liable for all other damages that occur as a result of the event. FESTIVAL will be invoiced for any damages after the post-event assessment. Damages and repairs will be documented by DISTRICT staff via photos.

SITE PREPARATION

FESTIVAL is to provide the DISTRICT a site preparation schedule for the DISTRICT'S review and approval on or before April 1, 2023. Site preparation shall include at a minimum; parking lots and access road grading, fencing installation, equipment and supply deliveries, tent and structures set-up, and any other activities that may affect regular park operations prior to event start of event. DISTRICT will ensure that there are no conflicts with other events schedule in the park. DISTRICT will shut-off irrigation in selected turf areas accordingly to minimize damage by equipment during site preparation. The last watered night will be Friday, May 12, 2023.

DISTRICT will be responsible for the preparation of the grounds including but not limited to: mowing parking lot, mowing park, trimming trees, filling gopher holes for the event, and providing lake, shoreline, and campground patrol.

EVENT SET UP

DISTRICT Officials will allow event marking any time after May 19, 2023 as long as event markings does not impact other park activities. Set-up will commence on April 17, 2023, excluding turf areas to allow for irrigation and mowing. Stage set-up will not take place until May 15, 2023.

FESTIVAL is not to place any vendors in front of DISTRICT booth, or place light standards near booth.

FESTIVAL will provide a barrier fence/berm along the back side of The View campground (behind Campground B) and between the Roost and the View to prevent vehicles from parking along the emergency road and ensuring the safety of campers crossing the road between the Roost & View.

FESTIVAL will be responsible for providing trash bins and portable restrooms at the Roost & View campgrounds.

FESTIVAL may place banners for the purposes of sponsor advertising along the length of the main access road to and from Festival grounds. Banners will not block or in any way obscure Park District signs. Additionally, placement will be respectful of any existing fencing, irrigation, walkways, etc.

EVENT BREAKDOWN

All facilities will be dismantled and removed on or before May 25, 2023. 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 Festival equipment will be removed from Amphitheater Areas 1, 2, and 3, Day Use 1, and Field of Dreams on or before Tuesday, May 23, 2023, to allow irrigation to resume by Wednesday, May 24, 2023. FESTIVAL will remove equipment from other turf areas before non-turf areas so irrigation and mowing can resume.

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 FESTIVAL Board Member.

FESTIVAL is responsible for ensuring that "rolling stock" vehicles observe posted park speed limits.

FESTIVAL is responsible for marking all Rolling Stock Vehicles (UTV) with unique and visible color and number identification so that UTV's deemed to be driving recklessly can be identified. FESTIVAL is to provide the assignment list to the District on or before Friday May 19, 2023 pre-Festival opening to guests.

FESTIVAL will provide staff to monitor traffic and prevent unauthorized access at the Handicap Access Emergency Service Road.

FESTIVAL will provide DISTRICT'S on-site staff with combinations to locks on all interior gates, including VIP and Day Use 1.

FESTIVAL will inform event guests that ground fires, Chinese Lanterns, Tiki torches and Drones are prohibited in the park. TVBWF/DISTRICT will be permitted to use a Drone for marketing, promotional purposes.

SITE USE FEE

FESTIVAL will pay the DISTRICT based on the attached cost summary.

PAYMENT TERMS

Per Section e.1 on page 1 of the Facility Use Agreement, FESTIVAL shall pay the DISTRICT \$10,000 prior to event set up start (by the first Monday in January for every contractual year), as an advance payment with the remaining balance of \$81,055 due the DISTRICT on June 30, 2023. FESTIVAL shall provide DISTRICT with attendance and ticket sale numbers for each day of the event on or before September 15, 2023.

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 as referenced in the insurance section on page 7 of the Facility Use Agreement.

HAZMAT

FESTIVAL Hazmat Team has knowledge of Hazardous Waste Control Laws, Medical Waste Management Regulations, Water Code Sections 13171.c – 13387.b and 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 Public Safety Incident Action Plan to the DISTRICT on or before May 18, 2023. The Public Safety Incident Action Plan should include a Safety Data Sheet (SDS) on all known hazardous and toxic products specific to the Festival. FESTIVAL will ensure Vendors using compressed gas cylinders will be checked for compliance.

MARKETING

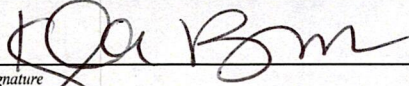
Marketing for the 2023 Festival may include, but not limited to advertising in newspapers; commercials, and promotions with radio stations from Riverside, Orange County, Los Angeles to San Diego Counties; local cable television advertisements; collateral materials (flyers and posters); social media; digital streaming mediums; 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/or 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.

IN WITNESS WHEREOF, the PARTIES here to have executed this Business Plan on the date as indicated adjacent to each Party's signature.

**RIVERSIDE COUNTY REGIONAL PARK
AND OPEN-SPACE DISTRICT**



Signature

5/15/23

Date

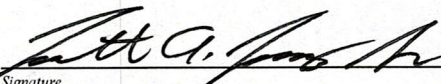
KYLA BROWN

Print Name

Park Director / General Manager

Title

TEMECULA VALLEY BALLOON AND WINE FESTIVAL ASSOCIATION



Signature

5/12/23

Date

Scott A Soares SA

Print Name

President

Title



EXHIBIT B

RIVERSIDE COUNTY
REGIONAL PARK AND OPEN SPACE DISTRICT

Date: 3/9/2023

Cost Summary

To:

Temecula Valley Balloon & Wine Festival
PO Box 1254
Temecula Valley, CA 92593

This quote in no way represents a binding contract and merely gives the recipient a cost estimate for rentals or services requested by the recipient

Event Coordinator		Event	Event Date(s)			
Annelise Tappe		SKN- Temecula Valley Balloon & Wine Festival	5/19/2023-5/21/2023			
			Number of Days / Nights of Event	2		
Qty	Unit	Description	Nights	Guests Included	Unit Price	Line Total
1	Rate	2022 Park Rental (includes amenities/campsites/day use areas below)				\$0.00
113	sites	Full Hook-up Sites per Night (17 full hook up sites below subtracted)	2	678	\$50.00	\$11,300.00
48	sites	Premier Full Hook-up Sites per Night (18 premier campsites below subtracted)	2	288	\$55.00	\$5,280.00
13	sites	Electricity + Water Sites per Night (1 campsite below subtracted)	2	78	\$45.00	\$1,170.00
4	sites	Premier Electricity + Water Sites per Night	2	24	\$50.00	\$400.00
32	sites	Water only Sites per Night	2	192	\$35.00	\$2,240.00
9	sites	Premier Water only Sites per Night	2	54	\$40.00	\$720.00
2	sites	Developed Group Areas per Night (A & B)	2	400	\$350.00	\$1,400.00
213	sites	Primitive	2	426	\$35.00	\$14,910.00
40	sites	Developed Group Overflow Dry	7	80	\$35.00	\$9,800.00
267	sites	Additional Primitive Camping: Each Guest / Per Night	2	1,602	\$35.00	\$18,690.00
1	rate	Day Use Admission Per-Day Flat Rate Fee (for any event over 10,000 attendees)	3	30,000	\$30,000.00	\$90,000.00
1	ea	Day Use Area 1 with Electricity per Day	7		\$200.00	\$1,400.00
1	ea	Day Use Area 2 with Electricity per Day	7		\$200.00	\$1,400.00
1	ea	"Field of Dreams" Day Use Area per Day	7		\$200.00	\$1,400.00
1	ea	Amphitheater per Day	7		\$200.00	\$1,400.00
1	ea	Lookout Shelter (Used by RivCoParks Staff)				\$0.00
4	ea	Sites 102, 103, 104, 202 (Sponsor) (5/18-5/22)	4		\$55.00	\$880.00
1	sites	Site 224 (5/18-5/21)	3		\$50.00	\$150.00
7	sites	Sites 277, 278, 279, 280, 281, 282, 283 (5/8-5/23)	15		\$50.00	\$5,250.00
4	sites	Sites 284, 285, 286, 287 (5/15-5/23)	8		\$50.00	\$1,600.00
2	sites	Site 373, 374 (4/17-5/27)		per contract	\$1,950.00	\$1,950.00
7	sites	Site 301, 302, 303, 305, 306, 307 (5/15-5/25)	10		\$55.00	\$3,850.00
1	sites	Site 304 (5/15-5/23)	8		\$55.00	\$440.00
2	sites	Sites 308, 311 (5/18-5/22)	4		\$55.00	\$440.00

1	sites	Site 315 (5/15-5/25)	10		\$55.00	\$550.00
1	sites	Site 326 (4/24-5/26)	31		\$50.00	\$1,550.00
3	sites	Sites 331, 332, 333 (5/17-5/22)	5		\$50.00	\$750.00
1	sites	Site 334 (5/17-5/22)	5		\$50.00	\$250.00
1	sites	Site 358 (5/17-5/23)	6		\$50.00	\$300.00
2	sites	Site 359, 360 (5/3-5/25)	24		\$55.00	\$2,640.00
TBD	ea	Camping Pet Entry Fee (TBD)			\$2.00	
		ADDITIONAL REQUESTS (needs to be invoiced)				\$0.00
1		Deposit			\$10,000	PAID
		Special Event Application Fee			\$300	PAID
					Sub-Total	\$182,110.00
1		RivCoParks Sponsorship Credit (50%)				\$91,055.00
1	ea					
					Total	\$91,055.00
					Balance	\$91,055.00

Prepared By: Annelise Tappe
Name

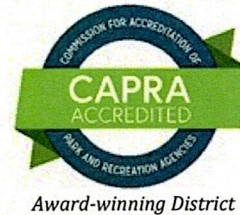
Park Facilities Coordinator
Title

Thank you for your business!
4600 Crestmore Road, Jurupa Valley, CA (800) 234-PARK (7275)
www.RivCoParks.org



EXHIBIT "C"

RIVERSIDE COUNTY
REGIONAL PARK AND OPEN-SPACE DISTRICT
Special Event Application



This application must be submitted for special events held on District property and/or requiring District Services at least 120 days prior to the date of the event in order to submit to the General Manager for tentative approval Note: If this is a MAJOR EVENT--5,000 or more people--the application must be submitted 180 days prior to the event. In order for the application to be considered complete it must be turned-in to the coordinator in charge of special events, completely filled-out, and accompanied by all pertinent/required supporting documentation. The following items are required to make this application complete:

- Application Fee Credit card or Cashier's Check
Special Events Application, completely filled-out
Copy of liability insurance based on district standards
Any event-specific documentation listed in District policy or required by staff

PLEASE NOTE: Advertising and/or marketing of the event will not be permitted until your application has been approved and all required forms have been received.

Please enter the information below and answer all areas as thoroughly as possible. For those questions that do not apply, simply indicate not applicable (n/a).

Name of Event Type of Event

Date of Event New Event Returning Event

Proposed Starting Time Proposed Ending Time

Set-up Time Tear-down Time

Requested Location If a park site, which park?

If not using the entire park, please indicate specific area of use:

Name of Person or Organization Hosting the Event

Check all that apply: Previously Hosted an Event with RivCoParks 501c3 Sponsor
Hosting Organization Parks Dept. Support Group County Department/Division
Boy Scouts of America Girl Scouts of the USA Troop #
District Representative Phone

Address City State Zip

Phone Cell Fax

Email

Overview of Event:

ATTENDANCE INFORMATION

Targeted audience for this activity/event _____

Estimated Attendance _____ Estimated # Staff/Volunteers _____

Event is SELECT Will fees be charged? Yes No If yes, how much? _____

Will fees be collected on-site? Yes No Who will the proceeds benefit? _____

ALCOHOL *Serving alcohol is subject to approval by the District General Manager.*

Are you requesting that alcohol be served?

Will alcohol be sold on-site? Yes No Who will the proceeds benefit? _____

Note: Requests to serve alcohol must be accompanied by submission of a license obtained from the California Department of Alcoholic Beverage Control. abc.ca.gov

EVENT SITE OR ROUTE MAP

In the space provided below, please describe the proposed route for parades, runs, walks, etc. A detailed map of the event site or route must be included with this application if traffic control or parking are significant issues. You will be prompted at the end of this application to upload a layout or drawing of your traffic map.

STREET CLOSURES

Are you requesting that any public streets be closed for this event/activity? YES NO

If YES, identify the streets/blocks and indicate the times the closure is requested:

Will there be any equipment in the public right of way (car displays, tents, etc.)? YES NO

TRAFFIC CONTROL/BARRICADES

A traffic control contractor may be required for events which require barricades or traffic control signage. An approved traffic control plan will be required prior to implementing any closure or redirection based on the event. The plan should specify pedestrian management, traffic signal modifications, etc (if applicable). A changeable message sign may also be required.

Please list your traffic control contractor and/or traffic control plan if applicable:

VEHICLE LOADING/UNLOADING

Are you requesting that vehicles be permitted to load/unload on District property? YES NO

If YES, please indicate the location and times loading and unloading would occur:

Unloading Location: _____ Time: _____

Loading Location: _____ Time: _____

VEHICLES ON PARK GROUNDS

Vehicles, including catering vehicles, are not normally permitted to drive or park on the turf of district park grounds due to extensive underground irrigation systems that may sustain damage when vehicles drive across control boxes, sprinkler head and the lines.

Are you requesting that vehicles be permitted to drive or park on public grounds? YES NO

If YES, please indicate the type(s) of vehicles and the locations and times they would be driven:

FOOD VENDORS*

Food vendors must obtain a valid health permit from the Riverside County Department of Public Health, if they do not already have one. A copy of this must be faxed to the Special Events Coordinator at least 15 days prior to the event and the original must be placed on display on the day of the event. In addition, all vendors selling food or other products must obtain and have all other required permits and/or licenses from the city the event is being held in (e.g. business license).

Will food be served at the event? Yes No

If YES, the food will be (check all that apply):

Provided Free Cooked/Prepared On-site Cooked on an Open Fire

Available for Purchase Who will the proceeds benefit? _____

Please provide a description of the food you will be serving:

Does vendor have a valid health permit issued by Riverside County Department of Health? YES NO

**Unless otherwise noted, all vendors will be required to provide proof of insurance to the Special Events Coordinator*

OTHER VENDORS

Are you requesting approval to offer other items for sale at the event? YES NO

IF YES, describe the type and cost of items for sale: _____

Who will the proceeds benefit? _____

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

Jumper Company _____ Phone _____

Amplified Music Company _____ Phone _____

Live Animals Company _____ Phone _____

Unless otherwise noted, all vendors will be required to provide proof of insurance to the special events coordinator.

EQUIPMENT

Please indicate the equipment that will be used during the event, and the # of units.

PA/Speaker System _____ Stages _____ Tables _____

Generators _____ Tents/Canopies _____ Chairs _____

Light Towers _____ Extension Cords _____ Other _____

CLEAN-UP AND TRASH REMOVAL

Clean-up of the event area immediately following the event, including trash removal from the site, is the responsibility of the applicant.

For each, please indicate the contractor or organization responsible:

Clean-Up _____ Phone _____

Trash Removal _____ Phone _____

EVENT PARKING

Sufficient parking must be planned and designated depending upon the type and location for your event. Please indicate what areas you plan on utilizing for participant/attendee parking:

Will you provide designated parking for disabled persons? YES NO

Location:

PORTABLE RESTROOMS

Will additional portable restrooms be brought to the event site? YES NO

Company: _____ Phone: _____

Number of Portables: _____ Number of ADA Portables: _____

Please allow one portable restroom for every 100 guests in attendance (not including Parks facility restrooms).

CAMPSITES

Will you be reserving any of the following with your special event?

- Campsites How many? _____ List Specific Sites: _____
- Group Campsites How many? _____ List Specific Sites: _____
- Cabins* How many? _____ List Specific Cabins: _____

**Cabins apply to Rancho Jurupa Park only*

SHADE STRUCTURES

Select the site-specific shade structures you would like to reserve:

- Rancho Jurupa Regional Park Lake Skinner Recreation Area
- Lake Cahuilla Recreation Area
- Acorn Pecan Day Use #1 Day Use #2 Day Use #3 Ampitheatre

Max # People Using: _____ Date/Time: _____

FISHING PERMITS (Rancho Jurupa, Lake Cahuilla, Lake Skinner Parks only.) Complete

this section if you would like to purchase fishing permits for your event. Qty.: Date/

Time: _____

