

OLD BONEY MOUNTAIN FOUNDATION FOR KIDS
OAKHEART COUNTRY MUSIC FESTIVAL AGREEMENT 2026

This Agreement is entered into by and between OLD BONEY MOUNTAIN FOUNDATION FOR KIDS, a non-profit organization, hereinafter collectively referred to as "FOUNDATION," and the CONEJO RECREATION AND PARK DISTRICT, hereinafter referred to as "DISTRICT."

W I T N E S S E T H:

WHEREAS, the FOUNDATION desires to utilize a portion of that certain real property owned and controlled by the DISTRICT, which property is referred to as approximately 83 acres including: Conejo Creek Park South (32 acres) and a potential for overflow parking at Conejo Creek Park North, Teen Center and Senior Center and Library (44 acres), hereinafter referred to as "subject premises," for the purpose of conducting a community celebration known as Old Boney Mountain Foundation for Kids Oakheart Country Music Festival, and

WHEREAS, the DISTRICT desires to allow FOUNDATION to use the subject premises for the purpose of conducting the Old Boney Mountain Foundation for Kids Oakheart Country Music Festival celebration.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, it is agreed as follows:

1. Subject to this Agreement, the DISTRICT will grant a permit to the FOUNDATION, subject to certain conditions and review and approval of the DISTRICT Board of Directors, for the right and privilege to enter the subject premises. For Conejo Creek North, the right and privilege to enter shall be non-exclusive at all times. With respect to Conejo Creek South, the right and privilege to enter Conejo Creek South shall be exclusive (except as specified in the attached conditions) from 7:00 a.m. Thursday, May 28, 2026 through 12:00 Noon Monday, June 1, 2026, known collectively as the usage period.

The usage period is intended to include the one-day (1) Old Boney Mountain Foundation for Kids Oakheart Country Music Festival celebration; two days (2) before the event for the purpose of preparing the site for the event; and the day and a half day after the event for the purpose of cleaning up the site from the event. Trash and debris cleanup and removal of all personal property from the site shall occur by 12:00 Noon on Monday, June 1, 2026.

The request for the exclusive use period shall be designated each year by written notice from the FOUNDATION to the DISTRICT to be delivered at least one hundred and eighty (180) days prior to the date on which the FOUNDATION intends to commence its right and privilege.

2. The FOUNDATION shall have the right to use the premises during the designated usage period for the purpose of preparation for and conducting the annual Old Boney Mountain Foundation for Kids Oakheart Country Music Festival celebration, which includes, but is not limited to, live entertainment, exhibition tents, vendor tents, food and beer booths, liquor bar, and parking vehicles in designated locations for those attending. The FOUNDATION shall not expand the contemplated activities or events conducted on the premises without making such a request in writing and receiving the prior written approval of the DISTRICT. The rules and regulations by which the activities of the Old Boney Mountain Foundation for Kids Oakheart Country Music Festival celebration are to be conducted shall be within

the exclusive discretion of the FOUNDATION, subject to the provisions of paragraph 5 of this Agreement and Permit Conditions.

DISTRICT has the right to provide and display a sponsorship banner during the event. The DISTRICT and FOUNDATION shall mutually agree on the sponsorship banner text, size, and location.

The FOUNDATION shall comply with conditions during their use of the premises as per Exhibit A.

3. The FOUNDATION acknowledges that it has inspected the premises and accepts the same “as is” and further acknowledges that it will inspect the premises each year prior to making its written request naming the specific usage period and indicate in said written request that the premises are accepted in an “as is” condition.

At the conclusion of the Old Boney Mountain Foundation for Kids Oakheart Country Music Festival celebration events, and by 12:00 Noon on Monday, June 1, 2026, the FOUNDATION agrees to leave the premises in as good a condition as when received by it. It shall remove all structures, materials, equipment, and trash that results from the Old Boney Mountain Foundation for Kids Oakheart Country Music Festival celebration from the premises and shall otherwise restore the premises as necessary to place them in the same condition as when received.

4. FOUNDATION shall not attempt to cause any permanent improvement to the property in any way without the prior written consent of the DISTRICT. Any permanent improvement shall have a separate agreement between the parties, with each separate agreement specifying the details of said improvement, including, but not limited to, the location and who shall be responsible for the costs, maintenance, and insurance of said improvement.
5. The FOUNDATION and its agents and employees shall, in its usage of the property, comply with all government ordinances, orders, policies, and regulations with respect to all activities on the premises.

FOUNDATION and its agents and employees shall be solely responsible for reviewing and ensuring compliance with all applicable public health rules, regulations, orders, and/or guidance in effect at the time of the use of the subject premises, including, but not limited to, physical distancing, limits on the size of gatherings, use of appropriate sanitation practices, etc.

Updated information regarding such guidelines is readily available at the following websites:

Ventura County: <https://www.vcemergency.com>

State of California: <https://covid19.ca.gov>

Federal (CDC): <https://www.cdc.gov>

Lack of compliance by FOUNDATION may be considered a breach of this contract, and the General Manager or his designee may revoke the permit; the appeal of such revocation may be made by FOUNDATION to the Board of Directors.

6. The FOUNDATION shall, at all times during the usage period, maintain at its own cost and expense Public Liability insurance covering liability for bodily injury, personal injury, death, and property damage.

The DISTRICT, Conejo Valley Unified School District (CVUSD), and City of Thousand Oaks (CITY) shall be named as additional insureds, and shall receive a copy of the certificate thirty (30) days prior to the event if obtainable. If not obtainable, the FOUNDATION and/or DISTRICT may cancel the Old Boney Mountain Foundation for Kids Oakheart Country Music Festival celebration. The amount of insurance coverage shall be \$2,000,000 per occurrence and \$5,000,000 aggregate, or for limits mutually agreed to by the parties at least ninety (90) days prior to the event.

7. FOUNDATION shall indemnify, defend, and hold harmless DISTRICT, CVUSD, and CITY, its officers, employees, volunteers, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time out of or in any way related to FOUNDATION's performance of its obligations of this Agreement, unless solely caused by the gross negligence or willful misconduct of DISTRICT, CVUSD, and CITY, its officers, employees, or agents. Should DISTRICT, CVUSD, and CITY, or its elected officials, employees, volunteers, or agents, be named in any suit, or should any claim be against it, or any of its elected officials, employees, volunteers, or agents, by suit or otherwise, whether the same be groundless or not, arising out of the performance of FOUNDATION of its obligations of this Agreement, FOUNDATION will defend DISTRICT, CVUSD, and CITY (with counsel satisfactory to DISTRICT, CVUSD, and CITY), and its elected officials, employees, volunteers, and agents, and will indemnify them for any judgment rendered against them or any sums paid out in settlement or otherwise. All parties contracted with FOUNDATION for the event who have their own insurance shall be required to name the DISTRICT, CVUSD, and CITY as additional insureds.
8. FOUNDATION shall pay the DISTRICT:

Fee Description	Per Day or Portion Thereof Amount	Days	Total Fee
Conejo Creek South Site Fee – Setup	\$2,750	2	\$5,500
Conejo Creek South Site Fee – Event	\$2,750	1	\$2,750
Conejo Creek South Site Fee – Cleanup	\$2,750	2	\$5,500
TOTAL FEES			\$13,750

Payment shall occur within ninety (90) days of the termination of said event.

9. FOUNDATION shall fully reimburse the DISTRICT for parking management at Conejo Creek North, including but not limited to barricades, signage, and security personnel. Payment shall occur within ninety (90) days of the date of invoice from the DISTRICT.
10. FOUNDATION shall provide the DISTRICT a full financial report within ninety (90) days of the termination of said event. The District may, at its discretion, inspect the budgets, financial transactions, books, records, and the like, of the FOUNDATION.
11. DISTRICT shall coordinate with an independent consultant to develop a Noise Monitoring & Control Plan (Exhibit B) and monitor the event. FOUNDATION shall fully reimburse the DISTRICT for any costs for the development and execution of the Noise Monitoring & Control Plan. Payment shall occur within ninety (90) days of the termination of said event.

12. In accordance with the Noise Monitoring & Control Plan, the noise level due to FOUNDATION-controlled event noise sources at the noise monitoring locations adjacent to the premises' property line shall not exceed a maximum of 75 dBA or a maximum of 90 dBC during a Noise Sampling Period. Exceeding the 75 maximum dBA or 90 dBC during a Noise Sampling Period at two or more sound monitoring stations shall be considered a violation. The sound monitor shall notify Event Staff at the mixing control position and the General Manager's designee of every violation. Upon notification from the sound monitor or General Manager or his designee of a violation, the Event Staff at the mixing control position shall immediately make corrections to ensure the proper noise level is achieved.
13. Each act/performer may experience one (1) violation without penalty. A second violation of any act/performer shall result in a \$500 penalty to FOUNDATION. A third violation or any subsequent violation of any act/performer shall result in a \$1,000 penalty to FOUNDATION.
14. FOUNDATION shall fully reimburse the DISTRICT for any labor and materials expended by the DISTRICT for any and all repairs that are caused by the event. Payment shall occur within ninety (90) days of date of invoice from the DISTRICT.
15. FOUNDATION shall fully reimburse the DISTRICT for any electricity usage of the lights at the premises. As standard with DISTRICT-permitted groups, the DISTRICT will invoice FOUNDATION based on the premises' Control-Link Usage Report for the appropriate usage and current at the time of invoicing hourly rate. Payment shall occur within ninety (90) days of the date of invoice from the DISTRICT.

FOUNDATION shall provide the DISTRICT with a light usage schedule at least thirty (30) days prior to the event.

16. The parties may, upon mutual agreement, extend the term of this Agreement for an additional usage period in 2027, subject to all terms and conditions of this Agreement; however, all terms and conditions of this Agreement are subject to annual negotiations. Any future event Agreement will be evaluated based on past performance and compliance with the Agreement's conditions to determine the suitability of future agreements. This Agreement is for a one-time use period, and there are no guarantees of future agreements.
17. In the event of extraordinary conditions, the General Manager, or a duly authorized representative, may close the premises at any time when there is an apparent danger to the persons using the property, the property itself, or for any cause which could affect the safety and welfare of the public per Section 229 of the CRPD Ordinance Manual. Reasonably foreseeable extraordinary conditions include, but are not limited to, rainy or wet conditions which could result in extraordinary damage or wear and tear on the playing fields; lighting malfunction or loss of electricity necessary for proper night lighting; and use of Conejo Creek South as a staging area necessary to support wildland fire fighting efforts.
18. The utilization by the FOUNDATION of the subject premises is subject to the annual permit and condition process of the DISTRICT, which requires review by the Board of Directors.
19. The FOUNDATION shall not transfer or assign this Agreement to any other party without first procuring the written consent of the DISTRICT. Nothing contained herein, however, shall prohibit the FOUNDATION from sublicensing concessions and activities during the Old Boney Mountain Foundation for Kids Oakheart Country Music Festival celebration to other persons, groups, and

organizations, but the FOUNDATION shall not be released from any obligations or liability hereunder by any reason of any sublicenses or contracts.

20. Each party shall provide written notice to the other party of any updated information that affects this Agreement and any other notices required pursuant to this Agreement as follows:

FOUNDATION:

Old Boney Mountain Foundation for Kids
2629 Townsgate Road Suite 235
Westlake Village, CA 91361

DISTRICT:

Conejo Recreation and Park District
403 West Hillcrest Drive
Thousand Oaks, CA 91360

21. It is hereby warranted that the individual or individuals who execute this document on behalf of the parties is/are duly and legally authorized to do so, and this Agreement is a valid and binding obligation on both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 15th day of January 2026.

CONEJO RECREATION & PARK DISTRICT

**OLD BONEY MOUNTAIN
FOUNDATION FOR KIDS**

Jim Friedl, General Manager

Jeff Losey, Founder & CEO

Brian Hynes, Chair