

CONEJO VALLEY DAYS ANNUAL AGREEMENT – 2027

This Agreement is entered into by and between CONEJO VALLEY DAYS, a non-profit organization, hereinafter referred to as “CVD,” and CONEJO RECREATION AND PARK DISTRICT, hereinafter referred to as “DISTRICT.”

W I T N E S S E T H:

WHEREAS, CVD desires to utilize a portion of that certain real property owned and controlled by the DISTRICT, which property is referred to as approximately 18 acres, including: parking lot of Conejo Creek Park South and Community Building and Picnic Area, as further described in Exhibit A hereinafter referred to as the “subject premises,” for the purpose of conducting a community celebration known as Conejo Valley Days, and

WHEREAS, the DISTRICT desires to allow CVD to use the subject premises for the purpose of conducting the Conejo Valley Days 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 CVD, 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 Sunday, June 20, 2027, to Tuesday, June 29, 2027, known collectively as the usage period.

The usage period is intended to include a five (5) day Conejo Valley Days celebration from Wednesday, June 23, 2027, to Sunday, June 27, 2027, three (3) days before the event for the purpose of preparing the site for the Conejo Valley Days celebration, and two (2) days following the event for purpose of cleanup and fence removal.

The request for an exclusive use period shall be designated each year by written notice to the DISTRICT to be delivered at least one hundred and eighty (180) days prior to the date on which the Conejo Valley Days celebration for that year shall commence.

2. CVD shall have the right to use the subject premises during the designated usage period for the purpose of preparation for and conducting the annual Conejo Valley Days celebration, which includes, but is not limited to, live entertainment, carnival, exhibition tents, vendor tents, booths, and parking vehicles in designated locations for those attending. CVD shall not expand the contemplated activities or events conducted on the subject premises without making such a request in writing and receiving prior written approval from the DISTRICT. The rules and regulations by which activities of Conejo Valley Days are to be conducted shall be within the exclusive discretion of CVD, subject to the provisions of paragraph 5 of this Agreement and Permit Conditions.

A Motocross event acceptable to the DISTRICT may be added, but only at the discretion of the DISTRICT.

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

CVD shall comply with conditions during its use of the subject premises as per Exhibit B.

3. CVD acknowledges that it has inspected the subject premises and accepts the same “as is” and further acknowledges that it will inspect the subject premises each year prior to making any written request naming the specific usage period and indicate in said written request that the subject premises are accepted in an “as is” condition. DISTRICT will notify CVD of any planned maintenance at the subject premises before or during Conejo Valley Days celebration.

At the conclusion of the Conejo Valley Days events, and no later than Tuesday, 10:00pm, June 29, 2027, CVD agrees to leave the subject premises in as good a condition as when received by it and shall remove all structures, materials, equipment, and trash which results from the Conejo Valley Days celebration from the subject premises and shall otherwise restore the subject premises as necessary to place them in the same condition as when received.

4. CVD shall not attempt to cause any permanent improvement to the subject premises in any way without 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. Each agreement shall set forth a buyout provision establishing a formula and a procedure whereby DISTRICT shall repay CVD for the cost of the improvement if this Agreement is terminated by the DISTRICT pursuant to the terms and conditions of paragraph 13 of this Agreement.
5. CVD and its agents and employees shall, in their usage of the subject premises, comply with all government ordinances, orders, policies, and regulations with respect to all activities, including public gatherings, on the subject premises.

CVD 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 Emergency Information](#)

[California Department of Public Health - COVID-19](#)

[Center for Disease Control and Prevention](#)

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

6. At all times during the usage period, CVD shall maintain at its own cost and expense Public Liability insurance covering liability for bodily injury, personal injury, death, and property damage. The DISTRICT, CVUSD, and City of Thousand Oaks (CITY) shall be named as additional insureds. It shall receive a copy of the certificate thirty (30) days prior to the event if obtainable, and if not obtainable, CVD and/or DISTRICT may cancel the Conejo Valley Days 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.

The Certificate Holder and Name of Additional Insured sections must read as follows:

Conejo Recreation & Park District, its Directors, Officers, Agents, Volunteers, and Employees
403 W. Hillcrest Drive
Thousand Oaks, CA 91360

7. CVD 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 CVD'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 CVD of its obligations of this Agreement, CVD 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 CVD for the event who have their own insurance shall be required to name the DISTRICT, CVUSD, and CITY as additional insureds.

8. CVD shall pay the DISTRICT:

Fee Description	Per Day or Portion Thereof Amount	Days	Total Fee
Conejo Creek South Site Fee – Setup	\$825	3	\$ 2,475
Conejo Creek South Site Fee – Event	\$825	5	\$ 4,125
Conejo Creek South Building and Picnic Area Fee – Event	\$250	5	\$ 1,250
Conejo Creek South Site Fee – Cleanup	\$825	2	\$ 1,650
TOTAL FEES			\$ 9,500

Payment shall occur within sixty (60) days of the termination of said event.

CVD shall pay the DISTRICT an additional \$825 for each day or fraction thereof beyond 10:00pm on Tuesday, June 29, 2027, that the subject premises have not been restored to as good a condition as when received by CVD, as described in paragraph 3 of this Agreement.

9. CVD shall exercise its reasonable best efforts to obtain any financial statements for the non-profits participating in the 2027 Conejo Valley Days celebration and transmit them to the DISTRICT.

Ten (10) days prior to the event, CVD shall provide information for non-profits participating in the Conejo Valley Days celebration, including, at a minimum: the name of the non-profit, name, email, and phone number of points of contact for the non-profit; service provided by the non-profit; and estimated net revenue for the non-profit as a result of the Conejo Valley Days celebration.

Within sixty (60) days of the termination of the event, CVD shall provide information for non-profits participating in the Conejo Valley Days celebration, including, at a minimum: the name of the non-profit; name, email, and phone number of points of contact for the non-profit; service provided by the non-profit; and actual net revenue for the non-profit as a result of the Conejo Valley Days celebration.

Within sixty (60) days of termination of the event, CVD shall submit a Profit and Loss statement, which includes a detailed description of any individual expense exceeding \$5,000.

10. CVD shall fully reimburse the DISTRICT for any labor and materials expended by the DISTRICT for any and all repairs caused by the event. Payment shall occur within sixty (60) days of the date of invoice from the DISTRICT.
11. The parties may, upon mutual agreement, extend the term of this Agreement for an additional usage period in 2028, subject to all terms and conditions of this Agreement, except paragraph 8 above, which is subject to annual negotiations.
12. In the event of extraordinary conditions, the General Manager, or a duly authorized representative, may close the subject 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, extreme weather conditions; 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 firefighting efforts.
13. The utilization by CVD of the subject premises is subject to the DISTRICT's annual permit and condition process, which requires review by the Board of Directors.
14. Exhibit C is included to summarize dates and descriptions of milestones contained within this Agreement necessary to provide an efficient and effective Conejo Valley Days 2027. CVD's failure to perform milestones by the associated deadline as described in this agreement will result in a penalty as described further in Exhibit C.

15. CVD shall not transfer or assign this Agreement to any party without first procuring the written consent of the DISTRICT. Nothing contained herein, however, shall prohibit CVD from sublicensing concessions and activities during the Conejo Valley Days celebration to other persons, groups, and organizations; however, CVD shall not be released from any obligations or liability hereunder by any reason of any sublicenses or contracts, except as provided for herein.
16. 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:

CONEJO VALLEY DAYS:

501-I South Reino Road #282
Newbury Park, CA 91320
Email: sarahakrey@gmail.com

DISTRICT:

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

17. 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 5th day of November 2026.

CONEJO RECREATION & PARK DISTRICT

CONEJO VALLEY DAYS

Jim Friedl, General Manager

Sarah Akrey, President