

THOUSAND OAKS ROTARY CLUB
CHILI COOK-OFF AND CRAFT BREW FESTIVAL AGREEMENT 2027

This Agreement is entered into by and between THOUSAND OAKS ROTARY, a non-profit organization, hereinafter referred to as "ROTARY," and the CONEJO RECREATION AND PARK DISTRICT, hereinafter referred to as "DISTRICT."

W I T N E S S E T H:

WHEREAS, the ROTARY desires to utilize a portion of that certain real property owned and controlled by the DISTRICT, which property is referred to as approximately 76 acres including: Conejo Creek North (44 acres) and parking at Conejo Creek Park South (32 acres), hereinafter referred to as "Premises" for the purpose of conducting a community celebration known as Thousand Oaks Rotary Club Chili Cook-Off and Craft Brew Festival, and

WHEREAS, the DISTRICT desires to allow ROTARY to use the subject premises for the purpose of conducting the Thousand Oaks Rotary Club Chili Cook-Off and Craft Brew 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 ROTARY, 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 South, the right and privilege shall be exclusive in the designated parking areas from 8:00am to 10:00pm on the day of the event. With respect to Conejo Creek North on Saturday, May 1, 2027, the right and privilege to enter shall be non-exclusive from 5:00pm to 10:00pm. With respect to Conejo Creek North on Sunday, May 2, 2027, the right and privilege shall be exclusive (except as specified in the attached conditions) from 7:00am to 9:00pm. These times and dates are known collectively as the usage period.

The usage period is intended to include one (1) day for the Thousand Oaks Rotary Club Chili Cook-Off and Craft Brew Festival celebration and one (1) day for preliminary set-up and preparation activities to take place at Conejo Creek North. Additional set-up and preparation before the event, and trash & debris clean-up and removal of all personal property from the site shall all occur on the same day of the event.

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

2. The ROTARY shall have the right to use the premises during the designated usage period for the purpose of preparation for and conducting the annual Thousand Oaks Rotary Club Chili Cook-Off and Craft Brew Festival celebration (preliminary layout to be provided 90 days prior to the event), which includes, but is not limited to, live entertainment, exhibition tents, vendor tents, chili cook-off booths, car show, and parking vehicles in designated locations for those attending. The ROTARY 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 Thousand Oaks Rotary Club Chili Cook-Off

and Craft Brew Festival are to be conducted shall be within the exclusive discretion of the ROTARY, 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 ROTARY shall mutually agree on the sponsorship banner text, size, and location.

The ROTARY shall comply with conditions during its use of the premises as per Exhibit A.

3. The ROTARY 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 indicating in said written request that the premises are accepted in an “as is” condition.

At the conclusion of the Thousand Oaks Rotary Club Chili Cook-Off and Craft Brew Festival events, and the same day as the conclusion of the Thousand Oaks Rotary Club Chili Cook-Off and Craft Brew Festival celebration, the ROTARY agrees to leave the premises in as good a condition as when received. It shall remove all structures, materials, equipment, and trash that result from the Thousand Oaks Rotary Club Chili Cook-Off and Craft Brew Festival celebration from the premises and shall otherwise restore the premises as necessary to place them in the same condition as when received.

4. The ROTARY 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 ROTARY and its agents and employees shall, in their usage of the property, comply with all government ordinances, orders, policies, and regulations with respect to all activities on the premises.

ROTARY 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 ROTARY 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 ROTARY to the Board of Directors.

6. The ROTARY 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 each entity shall receive a copy of the Certificate of Liability Insurance and Additional Insured Endorsement naming them additional insureds thirty (30) days prior to the event if obtainable, and if not obtainable, the ROTARY and/or DISTRICT may cancel the Thousand Oaks Rotary Club Chili Cook-Off and Craft Brew 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.

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

Fee Description	Per Day or Portion Thereof Amount	Days	Total Fee
Conejo Creek North Site Fee – Setup	\$450	1	\$450
Conejo Creek North Site Fee – Event	\$3,200	1	\$3,200
Conejo Creek South Site Fee – Parking	\$825	1	\$825
Goebel Adult Community Center – Sage Room	\$300	1	\$300
TOTAL FEES			\$4,775

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

9. The ROTARY 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 ROTARY.
10. The ROTARY 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 the date of invoice from the DISTRICT.

11. The ROTARY shall fully reimburse the DISTRICT for parking management on the premises, 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.
12. 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.
13. 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 Premises as a staging area necessary to support wildland fire fighting efforts.
14. The utilization by the ROTARY of the subject premises is subject to the annual permit and condition process of the DISTRICT, which requires review by the Board of Directors.
15. The ROTARY 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 ROTARY from sublicensing concessions and activities during the Thousand Oaks Rotary Club Chili Cook-Off and Craft Brew Festival celebration to other persons, groups, and organizations, but the ROTARY shall not be released from any obligations or liability hereunder by any reason of any sublicenses or contracts.
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:

ROTARY:

Thousand Oaks Rotary
P.O. Box 1225
Thousand Oaks, CA 91358

DISTRICT:

Conejo Recreation and Park District
403 W. 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

THOUSAND OAKS ROTARY CLUB

Jim Friedl, General Manager

Michelle Nash, President