

OUTDOOR FESTIVAL ORDINANCE REQUIREMENTS:

Name of Festival: **Winesong 2023**

1.) Dates and of operation (MCC 6.16.040(C)). How many people will attend? (MCC 6.16.040(D)):

Dates: 9/9/2023

Hours: 11:00am-4:00pm

Attendance: 500over the course of the event,
Including staff and performers

2.) Sponsor of festival:

☒ Non-profit: Mendocino Coast Healthcare Foundation – Executive Director, MaryKate McKenna

☐ Partnership:

Names and addresses of general partners:

MCHF - PO Box 1286, 130 N Main St, Fort Bragg, CA 95437

☐ Corporation:

☐ Application signed by the President and attested to by the Secretary

☐ Certified copy of the Articles of Incorporation

3.) Legal description of premises where festival will be held (MCC 6.16.040(B))

Physical Location: Mendocino Coast Botanical Gardens

APNs:

☒ Proof of ownership and written consent of property owners for below listed parcel and legal description of premises: _____

4.) Statement of adequacy:

☒ Sheriff attesting to the adequacy of the proposed security or statement itemizing the deficiencies (MCC 6.16.040(E))

☒ Statement from County Health Officer attesting to the adequacy of the proposed sanitation, food handling and preparation facilities, and waste disposal (MCC 6.16.040(F))



COUNTY OF MENDOCINO

501 Low Gap Rd., Room 1060
Ukiah, California 95482
Phone (707) 235-6875

Chamise Cubbison
Auditor-Controller
Treasurer-Tax Collector

Application for Outdoor Festival License under Article III of Chapter 11 of the Mendocino County Code

1. Name Mendocino Coast Healthcare Foundation
2. Residence Address PO ox 1286, 130 N Main Street, Fort Bragg CA 95437
3. Mailing Address Same as above
4. Individual _____ Corporation or Partnership 501c3 nonprofit
5. Names and addresses of partners or corporation officers:

<u>MaryKate McKenna</u>	<u>Executive Director</u>	<u>Same</u>
Name	Title	Address
_____	_____	_____
Name	Title	Address
_____	_____	_____
Name	Title	Address

6. Principal location of event: 18220 CA-1 Fort Bragg CA 95437 707.964.4352
Address Telephone

7. Provide certified copy of Articles of Incorporation, if applicable.
8. Provide location and legal description of the premises where the outdoor festival is to be conducted, including all lands to be used for parking or other uses incidental to the outdoor activity. Submit **proof of ownership** of said premises **or the written consent of all owners**. See Attached
9. **Provide the date or dates and the hours during which the festival is to be conducted.** September 9, 2023 11-4:00 PM
10. Provide an **estimate of the maximum number of spectators, participants, or others expected to attend the outdoor festival for each day conducted.** 500 People including staff and volunteers
11. Applicant must contact the **Mendocino County Sheriff's Office** and comply with all requirements. Provide detailed explanation of the plan for policing the activity with particular emphasis on the control and prevention of alcohol and drug consumption.
12. Applicant must contact the **Mendocino County Department of Planning and Building Services** and comply with all requirements.
13. Applicant must contact the **Mendocino County Environmental Health Department** and comply with all requirements.

14. Provide written explanation of implementation of waste reduction, reuse, recycling, and diversion programs. See Attached
15. Provide detailed information on the following areas:
- a. Security Protection: *4- Security Officers from Fast Guard Security as well as over 20 volunteers to monitor guests throughout the Botanical Gardens*
 - b. Water Supply – *Boxed Waters & fountains on premise*
 - c. Food Supply – *donated by food vendors from local communities*
 - d. Sanitation facilities -*Thompsons Porta-pottys and ADA compliant bathrooms*
 - e. Medical facilities and services – *First Aid Booth with EMT from Fort Bragg Fire*
 - f. Vehicle parking space – *Venue Parking Lot, Lots at these addresses:
18060 Ocean Drive Fort Bragg & 18150 Ocean Drive Fort Bragg*
 - g. On-site traffic control and vehicle access – *8- Volunteers to assist with parking*
 - h. Plans for spectators or participants remaining at night or overnight – *none, event is over at 4:00 PM*
 - i. Camping facilities – *N/A*
 - j. Illumination of premises – *N/A – daytime event*
 - k. Cleanup of premises – *10 Volunteers for trash removal and recycling removal to be provided by C&S Waste Solutions.*
 - l. Rubbish removal – *Recycling & trash dumpsters to be provided by Redwood Sanitation (C&S Waste)*
 - m. Plans for handling larger number of overnight spectators than are expected – *N/A*

This application shall be filed with the Tax Collector no later than 45 days prior to the event. This application shall be accompanied by a non-refundable fee, (if applicable), which shall be of an amount to be set by resolution of the Board of Supervisors.

8/11/22
Date
8/11/23 *LL*

M. H. L. Chuma
Applicant
Executive Director
Title
[Signature]
President of Corporation
[Signature]
Attest: Secretary of Corporation

MATTHEW C. KENDALL
Sheriff-Coroner



Undersheriff Darren Brewster

Captain Gregory L. Van Patten
Field Services
Captain Joyce Spears
Corrections

County of Mendocino Office Of The Sheriff-Coroner

August 14, 2023

Re: Letter of Adequacy for WINSONG 2023

To Whom It May Concern,

I have reviewed the Operations/Security plan for the following special events:

This event will be held on 09/09/2023, at Mendocino Coast Botanical Gardens (18220 N Highway 1, fort Bragg, CA 95437). Based upon all the plans submitted for my review I feel there is adequate safety and security measures that will be in place for these events. Therefore, the Mendocino County Sheriff's Office does not object to the above listed festivals proceeding as planned.

If you have any questions please feel free to contact me at (707) 468-3423.

Regards,

A handwritten signature in black ink, appearing to read "J. Caudillo".

Lieutenant Jason Caudillo
Central Operations, MCSO

Statement of Adequacy

Proposed Security – WINESONG 2023

Event: Winesong 2023
Location: Mendocino Coast Botanical Gardens
Date: September 9th, 2023
Time: 11:00 am to 4:00 pm

About Winesong:

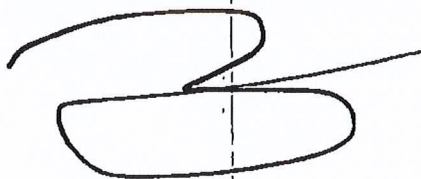
Winesong is an annual charity event held by the Mendocino Coast Healthcare Foundation. The Event takes place in the Mendocino Coast Botanical Gardens where food, wine, art and music are showcased for the enjoyment of supports. Tickets are sold to the public and we expect approximately 300 guests in attendance. Gates open at 11:00 am and the Event will conclude at 4:00 pm.

Security Plan:

We have hired Fast Guard Security Services (FastGuardService.com) to provide 4 Security Guards to work the Event. Guards will be onsite from 10:00 am until 6:00 pm. Guests will arrive at the main Botanical Gardens entrance and will register upon admission. We have 20 registration attendants and will have 1 security guard at the entrance to accompany the registration team. We will have 2 floating security guards that will walk the grounds throughout the Event. We will also have 1 security guard assigned to the Grand Tent. All alcohol service will be poured by CA licensed bartenders. We also anticipate having about 30 volunteers throughout the grounds to monitor trash, recycling efforts, pedestrian traffic flow, restrooms, etc.

Mendocino County Sheriff's Office Name

Signature & Date

A large, stylized handwritten signature in black ink, consisting of a large 'S' shape with a horizontal line extending from the middle.

Sue A. Anzilotti

From: Helen Dailey <daileyh@mendocinocounty.org>
Sent: Monday, August 14, 2023 3:04 PM
To: Sue A. Anzilotti
Subject: FW: Letter of Adequacy - Sherriff
Attachments: Statement of Adequacy - Winesong Security Plan - signed.pdf

From: Chris Martin <chris@winesongevent.com>
Sent: Monday, August 14, 2023 2:48 PM
To: Helen Dailey <daileyh@mendocinocounty.org>
Subject: FW: Letter of Adequacy - Sherriff

Here you go.

Sent from Mail for Windows

From: Chris Martin
Sent: Monday, August 14, 2023 2:34:26 PM
To: Gayle Greene <gaylegreenedesign@gmail.com>; daileyh@mendocinocounty.com
<daileyh@mendocinocounty.com>
Subject: Letter of Adequacy - Sherriff

Here's the Letter from the Sheriff's office.

Thanks for you help! Much appreciated.

Chris

Sent from Mail for Windows



**Public Health Department
Mendocino County**

Healthy People, Healthy Communities

Environmental Health

Ukiah Office: 860 N Bush St, Ukiah CA 95482 Phone: 707-234-6625
Fort Bragg Office: 120 W Fir St, Fort Bragg CA 95437 Phone: 707-961-2714

**public
health**
Mendocino County

August 14, 2023

Helen Bailey
Mendocino County Treasurer-Tax Collector's Office

Subject: Winesong/Statement of Adequacy

Dear Helen Bailey:

Environmental Health received the Community Event Permit/Application on August 14, 2023. The application is for the Winesong and has been reviewed. It is a one day event sponsored by the MCH Foundation. It is to be held September 9, 2023.

The facilities and planned operation are adequate to meet the public health requirements of an outdoor festival.

Items addressed were: location, operation, sanitation (liquid waste and hand washing), potable water source, refuse disposal, and food service.

Sincerely,

Brian Hoy, REHS
Consumer Protection Program Manager
Mendocino County Environmental Health
707-234-6645

cc: file(s)



Environmental Health Division

COMMUNITY EVENT APPLICATION / PERMIT

(STATEMENT OF ADEQUACY FOR AN OUTDOOR FESTIVAL)

**public
health**
Mendocino County

Ukiah Office: 860 N Bush Street
Ph: 707-234-6625

enviroh@mendocinocounty.org

Fort Bragg Office: 120 W Fir Street
Ph: 707-961-2714

Non-Profit Tax ID #: 68-0041554

FD#: _____

Name of Event: Winesong Event Dates & Hours: 9/9/23 11:00 am to 4:00 pm

Location of Event: Mendocino Coast Botanical Gardens # of Food Vendors: 25

Property Owner Name: Mendocino Coast Botanical Gardens Estimated Max Attendance: 300

Coordinator's Agency: MCHFoundation Coordinator's Name: MaryKate McKenna

Coordinator's Mailing Address: PO Box 1286 / 130 N Main Street, Fort Bragg, CA 95437

Coordinator's Phone #: 707-961-4688 Coordinator's Email: MaryKate@mchfoundation.org

The following information must be submitted a minimum of one month prior to the event date to avoid late fees:

☐ Event on Time: < 15 Food Vendor Booths = \$157 ☐ Event with Late Fee: < 15 Food Vendor Booths = \$229

☒ Event on Time: 15+ Food Vendor Booths = \$320 ☐ Event with Late Fee: 15+ Food Vendor Booths = \$381

☒ Please also check here if you are Non-Profit, Fee Exempt. Documentation is required with submittal.

(Please Note: Non-Profit applications that are submitted late will not be exempt from the late fee)

☒ **Site Plan:** Submit a site plan that shows the proposed location of the temporary food booth vendors, restrooms, any shared facilities such as sinks, sewer access, and garbage dumpsters, as well as locations of drinking fountains.

☒ **Food Vendor List and Temporary Food Permit Applications:** Complete and submit the attached vendor list with this application. It is your responsibility to distribute the *Guidelines for Operating a Temporary Food Booth*, food booth applications, and fees to your vendors.

☒ **Toilet Facilities:** At least one toilet facility for each 15 employees shall be provided within 200 feet of each Temporary Food Facility. A minimum of one toilet and one handwashing facility shall be available for each 100 patrons.

☒ **List Water Source:** Boxed Water

A potable water supply shall be provided. A minimum of one drinking fountain shall be available for each 500 patrons

☒ **Refuse Disposal:** C&S Waste Solution - 25+ trash & re

Provide number and type of waste receptacles to be available at event. A minimum of one 50 gallon garbage can shall be available for each 100 patrons per day.

As Event Coordinator, I certify that all of the information above has been provided and is correct, that I have read and understand the "Letter to Event Coordinators", and I understand that I am responsible for ensuring compliance with the California Retail Food Code (Cal Code) by the temporary food vendors operating at this event.

Applicant Signature: [Signature] Date: 8/11/22

Applicant's Title: Executive Director 8/11/23 [Signature]

When approved by the Environmental Health Division, this application shall serve as your permit.

Approved By: _____

Approval Date: _____

Date Rec'd: _____

Rec'd By: _____

Payment #: _____

Amount Rec'd: _____

Continue to the back

COMMUNITY EVENT FOOD VENDOR LIST

Event Name: Winesong **Event Dates:** 9/9/23

Event Coordinator: PLEASE FILL IN THIS SHEET OR ATTACH A SEPARATE SHEET WITH ALL OF THE INFORMATION BELOW INCLUDED. It is your responsibility to provide the *Guidelines for Operating a Temporary Food Booth* and applications to each of the food vendor booths you expect to be operating at your event in a timely manner. If you need more, please contact our office or visit our website. Please remember to advise the food vendors that their permit application and fee must be submitted to Environmental Health (5) business days prior to the event start date in order to avoid a late fee. **Postmarks are acceptable.**

<u>Vendor Booth Name</u>	<u>Contact Person</u>	<u>Mailing Address</u>	<u>Email Address</u>	<u>Phone #</u>	<u>PHF* or NPHF**</u>
Mendocino Mushrooms	Eric Shramm		mendomushrooms@yahoo.com		NPHF
Ledford House	Tony & Lisa Geer	3000 CA-1, Albion	ledford@mcn.org	707-937-0282	PHF
The Wharf	Jason Hurst	32260 N Harbor Dr, Fort Bragg	twalfb@gmail.com	707-964-4283	PHF
Stanford Inn Raven's Restaurant	Sid Garza	44850 Comptche Ukiah Rd, Mendocino	sid@stanfordinn.com	707-937-5615	PHF
Patterson's Pub	Geanie Dobbins	10485 Lansing St. Mendocino	dobbinsgeanie@gmail.com	707-937-4782	PHF
Flying Noir Chocolates	Karen Urbanek	2533 Seventh St, Berkeley	flyingnoir@icloud.com	510-206-0685	NPHF
Keemy's Pies		299 E Commercial St., Willits		707-367-5498	NPHF
A Sweet Affair		131 E Laurel St., Fort Bragg		707-961-1362	NPHF
Westport Hotel	Odile Perkins	38921 CA-1, Westport, CA		707-964-3688	PHF
Mendocino Jams & Preserves	Andrew Wells	440 Main St, Mendocino, CA	andrew95460@live.com		NPHF

Please attach additional paper if needed for additional vendors

***PHF: Booths serving Potentially Hazardous Food (PHF).** Potentially Hazardous Foods are foods which are typically high in protein content, contain moisture, have neutral or slightly acidic pH levels, and have a history of foodborne illness outbreaks and a natural potential for contamination due to production and processing methods. Examples are:

Tofu or soy protein foods, Meat—beef, pork, lamb, etc, milk and milk products, fish, sliced melons, cooked rice, beans, or other heat-treated plant foods, baked or boiled Potatoes, Garlic-in-Oil mixtures, sprouts and raw seeds, shellfish and crustacea synthetic ingredients.

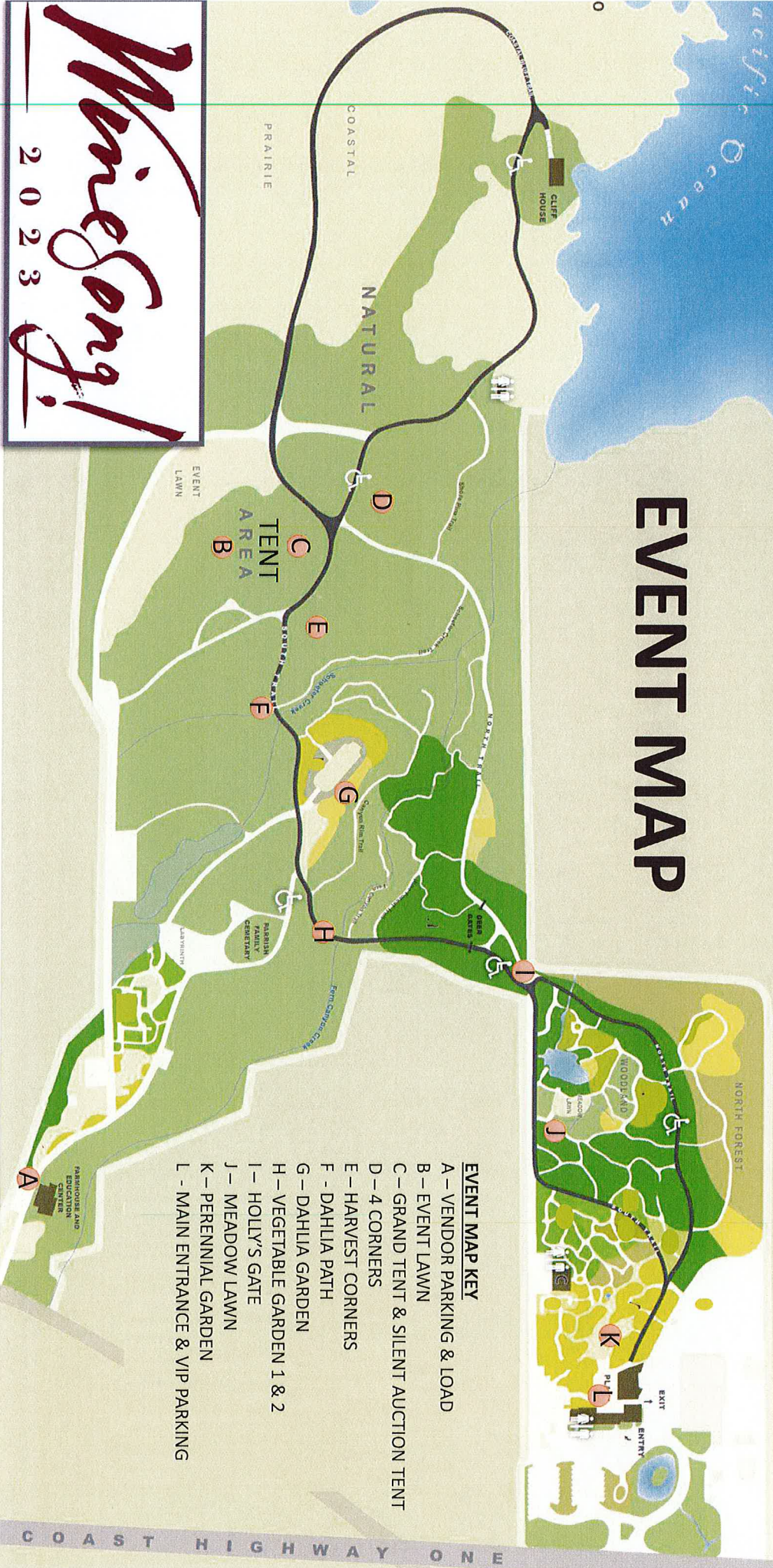
***NPHF: Booths serving Non-Potentially Hazardous Foods (NPHF).** Examples of Non-Potentially Hazardous Foods are as follows:

Cookies, breads, cakes, potato chips, popcorn, cotton candy, candy bars, etc.

If you are unsure if the foods being provided are PHF or NPHF, please give our office a call.

MENDOCINO COAST BOTANICAL GARDENS

EVENT MAP



Mendocino!

2023

CHEF/ RESTAURANT LOCATIONS

L – MAIN ENTRANCE

B & C – EVENT LAWN (Power)

1. Chef: Mendocino Mushrooms
 2. Chef: Standoffd Inn's Ravens Restaurant
- TRASH
RECYCLE
JUST WATER – BOXED WATERS

G – DAHLIA GARDEN (Power)

1. Chef: Café Beaujolais
 2. Chef & Beer: North Coast Brewing Co (2-booths)
 3. Chef: Little River Inn
 4. Chef: Patterson's Pub
- TRASH
RECYCLE
JUST WATER – BOXED WATERS

J – MEADOW LAWN (Power)

1. Chef: Noyo River Grill
 12. Chef: Elk Cove Inn
- TRASH
RECYCLE
JUST WATER – BOXED WATERS

C – INSIDE GRAND TENT (Power)

1. Chef: Flying Noir Chocolates
 2. Chef: Kemmy's Pies
 3. Chef: A Sweet Affair
- TRASH
RECYCLE
JUST WATER – BOXED WATERS
- #### D – 4 CORNERS (Power)
1. Chef: Westport Hotel

H – VEGETABLE GARDEN 1&2 (Power)

1. Chef: Harvest Market
 2. Chef: Ledford House
- TRASH
RECYCLE
JUST WATER – BOXED WATERS

K – PERENNIAL GARDEN (Power)

1. Chef: The Wharf./Anchor Lodge
- TRASH
RECYCLE
JUST WATER – BOXED WATERS

I – HOLLY'S GATE

1. Chef: Trillium Café
- TRASH
RECYCLE
JUST WATER – BOXED WATERS

F – DAHLIA PATH (Power)

1. Chef: Carol Halls Kitchen
- TRASH
RECYCLE
JUST WATER – BOXED WATERS

Marie Song!

OGDEN UT 84201-0029

In reply refer to: 4077950277
Nov. 14, 2019 LTR 4168C 0
68-0041554 000000 00

00030916
BODC: TE

MENDOCINO COAST HEALTHCARE
FOUNDATION
775 RIVER DRIVE
FORT BRAGG CA 95437-5496



019604

Employer ID number: 68-0041554
Form 990 required: Yes

Dear Taxpayer:

We're responding to your request dated Oct. 10, 2019, about your tax-exempt status.

We issued you a determination letter in December 1984, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c)(3).

We also show you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Sections 509(a)(1) and 170(b)(1)(A)(vi).

Donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106, and 2522.

In the heading of this letter, we indicated whether you must file an annual information return. If you're required to file a return, you must file one of the following by the 15th day of the 5th month after the end of your annual accounting period:

- Form 990, Return of Organization Exempt From Income Tax
- Form 990EZ, Short Form Return of Organization Exempt From Income Tax
- Form 990-N, Electronic Notice (e-Postcard) for Tax-Exempt Organizations Not Required to File Form 990 or Form 990-EZ
- Form 990-PF, Return of Private Foundation or Section 4947(a)(1) Trust Treated as Private Foundation

According to IRC Section 6033(j), if you don't file a required annual information return or notice for 3 consecutive years, we'll revoke your tax-exempt status on the due date of the 3rd required return or notice.

You can get IRS forms or publications you need from our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions, call 877-829-5500 between 8 a.m. and 5 p.m.,

4077950277
Nov. 14, 2019 LTR 4168C 0
68-0041554 000000 00
00030917

MENDOCINO COAST HEALTHCARE
FOUNDATION
775 RIVER DRIVE
FORT BRAGG CA 95437-5496

local time, Monday through Friday (Alaska and Hawaii follow Pacific time).

Thank you for your cooperation.

Sincerely yours,

Stephen A. Martin

Stephen A. Martin
Director, EO Rulings & Agreements

1254250
CERTIFICATE OF AMENDED AND RESTATED
ARTICLES OF INCORPORATION

FILED *CA*
SECRETARY OF STATE
STATE OF CALIFORNIA

AUG -8 2019

lcc

[Signature]

John Allison and Susan Warner certify that:

1. They are the President and the Secretary, respectively, of Mendocino Coast Hospital Foundation, a California nonprofit public benefit corporation.
2. The Articles of Incorporation of this corporation are hereby amended and restated as set forth in the attached Amended and Restated Articles of Incorporation, which are incorporated by this reference as if set forth in full in this Certificate.
3. The foregoing Amended and Restated Articles of Incorporation have been duly approved by this corporation's Board of Directors.
4. This corporation has no members.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true of our own knowledge.

DATED: August 2, 2019

John Allison
John Allison, President

DATED: 7/29/, 2019

Susan Warner
Susan Warner, Secretary

**AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF
MENDOCINO COAST HEALTHCARE FOUNDATION**

I

The name of this corporation is MENDOCINO COAST HEALTHCARE FOUNDATION.

II

A. This corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for charitable purposes.

B. The specific and primary purposes for which this corporation is formed are charitable, and are to concern themselves with the support and improvement of the health of the Mendocino Coast community, working to ensure that people in the Mendocino Coast healthcare district have access to essential healthcare services, including but not limited to emergency and clinical services, preventative programs and health-related community education.

III

A. This Corporation is organized and operated exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code.

B. Notwithstanding any other provision of these articles, the corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code or (b) by a corporation contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code.

C. No substantial part of the activities of this corporation shall consist of carrying on propaganda, or otherwise attempting to influence political campaign (including the publishing or distribution of statements) on behalf of any candidate for public office.

IV

The property of this corporation is irrevocably dedicated to charitable purposes and no part of the net income or assets of this corporation shall ever inure to the benefit of any director, officer or member thereof or to the benefit of any private person. Upon dissolution or

winding up of the corporation, its assets remaining after payment, or provisions for payment, of all debts and liabilities of this corporation shall be distributed to a nonprofit fund, foundation or corporation which is organized and operated exclusively for charitable purposes and which has established its tax exempt status under Section 501(c)(3) of the Internal Revenue Code.



I hereby certify that the foregoing
transcript of 3 page(s)
is a full, true and correct copy of the
original record in the custody of the
California Secretary of State's office.

AUG 17 2019

RM

Date: _____

Alex Padilla

ALEX PADILLA, Secretary of State

CONFIDENTIAL

MCBG / WineSong Venue Use Agreement

This Venue Use Agreement is entered into on 3/14/2023 by and between MENDOCINO COAST BOTANICAL GARDENS, a California not-for-profit corporation, hereinafter referred to as "MCBG" and the MENDOCINO COAST HEALTHCARE FOUNDATION, a California not-for-profit corporation, hereinafter referred to as "MCHF".

This Venue Use Agreement is made with reference to the following facts:

(1) MCHF is the lessee or real property and MCBG is the lessor. The property under consideration is the Mendocino Coast Botanical Gardens, consisting of approximately 47 acres two miles south of Fort Bragg, California.

(2) MCHF desires to use event parking,, the event lawn and adjacent areas west and south of the Narrows Gate and Annex Parking Lot at MCBG annually, the Saturdays following Labor Day for the purpose of sponsoring a fundraising event titled "WINE SONG" on the following date:

Saturday, September 9,2023

NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. MCBG hereby agrees to the use of the premises described above and MCHF hereby accepts the premises described above for Saturday, September 9,2023,.

- set-
- a. MCBG and MCHF are both committed to hosting Winesong in a spirit of cooperation and community benefit.
 - b. MCHF, working in cooperation with MCBG staff, will have access to the facility no later than Tuesday during the week preceding the event to complete the set-up of the auction area. On the Friday preceding the event MCHF will have access to the Tasting event areas to set up tables, chairs, flags and canopies. Staging areas will be designated for Thursday equipment drop. The up will be predetermined by joint agreement of MCBG and MCHF and will be conducted with as much sensitivity as possible to minimize disturbance to Gardens' visitors on those days. No vehicle will be allowed on narrow paths during visiting hours.
 - c. A Site Coordinator shall be supplied by MCHF to supervise set-up and coordinate activities with MCBG.
 - d. At the Winesong event, an auction will be held in the Event Lawn in the southwest corner of the MCBG's facility. MCBG shall prepare the garden area in cooperation with the MCHF Event Director and equipment provider.
 - e. If either MCHF or MCBG determines that major site improvements would benefit the production of Winesong, the parties will negotiate the value and cost of the improvements and MCHF contributions.
 - f. MCHF agrees to work in partnership with MCBG representatives with regard to table location and control of foot traffic.
 - g. MCHF and MCBG agree to the limitations herein described. The parties agree to cooperate and to protect sensitive plant specimens by cordoning off these areas to foot and vehicle traffic. MCHF agrees to limit the number of vendor tables placed throughout the Gardens to 100, and to limit the total inclusive attendance (including all vendors, restaurant people, volunteers, and staff) to 800. The density of activity in sensitive plant areas may be limited. MCBG agrees to maintain adequate access for the above stated 100 tables and total inclusive attendance of 800. The parties will cooperate in setting the locations for all tables with MCBG having the right of final approval.
 - h. MCHF shall be responsible for cleaning the area after the event as quickly as possible. Where at all feasible, all material should be made of recycled products and that recycled garbage should be placed in containers for recycling. All other debris from the event shall be placed in proper

receptacles by the Sunday following the event, and removed by the Monday following the event. Tents and other items shall be removed no later than the following Friday.

2. This is a one year agreement. MCHF will pay MCBG the sum of twenty thousand dollars (\$20,000). Unforeseen changes may be negotiated separately.

If both parties agree to proceed with the event in 2024, a new contract will be negotiated no later than December 2023 with agreement and contracts in place no later than January 2024.

- a. MCHF agrees to place a pre-approved full page advertisement in the auction catalog that will represent and promote the Gardens and that the Gardens will also be referenced on the event tasting map. The MCHF will give the Gardens the artwork deadline and design parameters at least six weeks in advance.

- c. MCHF agrees to compensate MCBG for the cost of any additional mutually agreed on labor to clean-up the grounds and to cover any damage resulting from this event. MCHF will provide a \$3,000 deposit (consistent with the use of the grounds by every other group with MCBG) by the end of August each year for this purpose. Representatives of both parties will conduct a thorough post-event inspection of the Gardens on the Monday following the event, and within 14 days following the event mutually determine the total sum for clean-up and/or damage, at which time the remaining deposit will be returned.

3. The parties agree that during the hours of the event MCHF and MCBG shall co-supervise the event and MCHF shall further supervise the parking of vehicles. The Gardens will only be open for Winesong activities from dawn to dusk with the exception of designated works crews that may arrive earlier or stay later. MCHF shall be responsible for providing parking (off-site) and/or shuttle service for attendees. All guests must remove their vehicles from the Gardens at the end of the event. No overnight parking will be allowed.

- a. MCHF will keep vehicle traffic to a minimum throughout the Gardens. No vehicle traffic will be allowed east of the Narrows Gate. Limited parking will be allowed along the Farmhouse Road in the field immediately west of the Vegetable Garden. Vehicle traffic is limited to walking speed, and under no circumstance shall exceed five mph.

- b. If MCHF needs early access (before 7:30 a.m.) to the Gardens specific requests must be discussed each year at least one week in advance.

4. MCHF agrees to ensure that parking remains readily available for necessary MCBG staff on the day of the Winesong event.

5. MCHF hereby agrees that it will have in force on the event day, set-up and dates, general liability insurance, including property damage and personal injury liability in an amount of not less than \$10 million. MCHF shall provide MCBG with written proof of such coverage at least one week before each Winesong event. MCHF shall cause MCBG and the Mendocino Coast Recreation and Park District to be named as 'additional insured' for this event on the insurance policy covering MCHF.

6. MCBG reserves the right to pursue construction projects which may be in the proximity of the Event Lawn at any time outside the Winesong event timetable of September 1 – 30 in any year of the term of this agreement. If construction is undertaken, and if the land use format changes as a result of a new building on sites used by Winesong, MCBG will make every effort to provide additional space for lost Winesong venue space. MCBG will notify MCHF of its construction plans no later than 120 prior to any Winesong event. Upon such notification, MCHF will have the right to terminate this contract within 30 days of notification.

7. In addition thereto, MCHF hereby agrees to hold harmless MCBG from any and all claims, demands, actions and causes of action which may accrue as a result of MCHF's use of the premises on the date/s specified here.

a. In addition thereto, MCBG agrees to hold harmless MCHF from any and all claims, demands, actions and causes of action which may accrue as a result of MCBG's negligence during MCHF's use of the premises on the date/s specified herein.

8. MCHF shall not be liable for any venue use fee in the event that inclement weather forces the event to an alternate indoor location, except for actual cost incurred by MCBG in preparation for the event.

9. MCHF produces Winesong as an annual fund-raising event in support of its mission to raise funds to provide financial support to the Mendocino Coast Healthcare District (d.b.a. Mendocino Coast District Hospital). Should MCHF discontinue or cease to produce Winesong this agreement shall be terminated upon 90 days' notice from MCHF to MCBG.

10. This Agreement shall inure to the benefit of, and be binding upon, the heirs, administrators and assigns of each of the parties hereto.

11. MCHF shall meet all requirements of the California State Highway Patrol, Mendocino County Sheriff's Office, ABC and the local Fire Department. MCHF shall obtain all required permits applicable to the event.

12. In the event of default of either party hereto, the non-defaulting party is entitled to Attorney's fees, Court costs and other incidental costs incurred in the enforcement of the Agreement against the defaulting party.

IN WITNESS THEREOF, the parties have set their hand on the date herein set forth.

MENDOCINO COAST BOTANICAL GARDENS

MENDOCINO COAST HEALTHCARE FOUNDATION


Molly Barker, MCBG Executive Director


Representative, MCHF Executive Director

Date: 3/14/2023

Date: _____

To Whom it may concern, for purposes of insurance:

I Jerry and Judy Anderson, property owner(s) of 18070 Ocean Dr Fort Bragg Ca 95437 hereby give and grant permission of use and access to our driveway during the event hosted by the Mendocino Coast Hospital Foundation known as Winesong held on September 9th, 2023. In addition grant use of some parking directly within the driveway to the left on the flat area of the lawn.

Sincerely,

Property owners-

Jerry and Judy Anderson

Jerry Anderson
Judy Anderson

Outdoor Festival Application

Winesong 2023 – Mendocino Coast Healthcare Foundation

September 9th, 2023 – 11:00 am to 4:00 pm

Mendocino Botanical Gardens

Application #14:

Provide written explanation of implementation of waste reduction, reuse, recycling, and diversion programs.

Winesong 2023 will incorporate bamboo and biodegradable plates, utensils, cups and napkins for use by attendees. We will have adequate trash receptacles at each tasting booth as well as throughout the Botanical Gardens. We will have recycling receptacles for all wine bottles and any aluminum cans, etc. We have boxed water (no plastic) available throughout the grounds for attendees.

FORT BRAGG FIRE PROTECTION AUTHORITY

141 N. Main Street
Fort Bragg, California 95437
(707) 961-2831
Fax (707) 961-2821



STEVE ORSI
Fire Chief

TENT PERMIT #23/24:01

APPLICANT/CONTACT PERSON: Mendocino Coast Hospital Foundation Contact: Kristin Martin
ADDRESS/PHONE: PO BOX 1286-Fort Bragg, CA 95437
EVENT SPONSOR: Mendocino Coast Hospital Foundation-Winesong
EVENT ADDRESS: Botanical Gardens
DATE(S) OF EVENT: September 09, 2023
DESCRIPTION OF TENT: Approximate size: (2) Large Tents
COMMENTS: Inspection prior to opening
INSPECTION FEE: \$50.00 (Fee Waived)
This permit shall be available at time of inspection
Checked by: Steve Wells, Prevention Officer Issued by: Steve Orsi, Fire Chief Date: August 11, 2023