

Outdoor Festival Ordinance Requirements:

Name of Festival: **Winesong Festival**

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

Dates: Saturday, September 8, 2018 from 7am to 8pm

Estimated attendees 1500 over the two day event

2.) Sponsor of festival:

☒ Non-profit: **Mendocino Coast Hospital Foundation**

☐ Partnership:

Names and addresses of general partners:

☒ 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: 18220 Highway One, Fort Bragg, California

☒ Proof of ownership and written consent of property owners

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) 234-6875
Fax (707) 463-4166

Shari L. Schapmire
Treasurer-Tax Collector

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

1. Name Mendocino Coast Hospital Foundation
2. Residence Address _____
3. Mailing Address 775 River Drive, Fort Bragg, CA 95437
4. Individual _____ Corporation or Partnership 501(c)(3) EIN 68-0041554
5. Names and addresses of partners or corporation officers:

<u>Charlene McAllister</u>	<u>President</u>	<u>(same as above)</u>	Address
Name	Title		

<u>Heidi Kraut</u>	<u>Vice President</u>	<u>(same as above)</u>	Address
Name	Title		

<u>Susan Warner</u>	<u>Secretary</u>	<u>(same as above)</u>	Address
Name	Title		

6. Principal location of event: 18220 N. Hwy. 1, Fort Bragg, CA 95437 (707) 961-4688
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**.
9. **Provide the date or dates and the hours during which the festival is to be conducted.**
10. Provide an **estimate of the maximum number of spectators, participants, or others expected to attend the outdoor festival for each day conducted.**
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.

15. Provide detailed information on the following areas:

- a. Security Protection
- b. Water Supply
- c. Food Supply
- d. Sanitation facilities
- e. Medical facilities and services
- f. Vehicle parking space
- g. On-site traffic control and vehicle access
- h. Plans for spectators or participants remaining at night or overnight
- i. Camping facilities
- j. Illumination of premises
- k. Cleanup of premises
- l. Rubbish removal
- m. Plans for handling larger number of overnight spectators than are expected

This application shall be filed with the Tax Collector no later than three weeks 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.

July 9, 2018
Date

Mendocino Coast Hospital Foundation
Applicant

Administrative Manager
Title

Charlene McAllister

President of Corporation

Susan Warner

Attest: Secretary of Corporation

Mendocino Coast Hospital Foundation – Winesong

Supplement to the Application for Outdoor Festival License - 2018

#8. This is the 34th year that Winesong is being held at the Mendocino Coast Botanical Gardens, 18220 Highway One, Fort Bragg, CA, 95437. Our agreement with the Gardens and with Mendocino Coast Recreation and Park District (owners of the property) and a map of the Garden area to be used is attached. Gardens property will be used for parking along with the adjoining (approximately 1 acre) properties (2) of Joe Moura Construction Co. Off-site parking with shuttle vans on Group II Managed property on Del Mar Drive (.2 mile west of Hwy One and .3 mile north of Hwy One & Hwy 20 intersection), Harvest at Mendosa's parking lot at 10501 Lansing Street in Mendocino, and properties located at 200 & 250 W. Ocean View Dr. In addition, a limited number of volunteers will park in the UPS lot at 18101 Ocean Avenue. Letters granting permission to use private properties (Angelina Moura, Group II, Judy Haun, Paul Brooks for Harvest at Mendosa's, and UPS) for parking are enclosed with this application.

#9. Saturday, September 8, 2018, 7:00 am till 8:00 p.m. (The event officially runs between 11AM-5PM; final set-up 7-11AM; tear-down 5-8PM.)

#10. 1000 guests plus 500 vendor participants & volunteers; 1 day only.

#11. Hospital Foundation members, volunteers, and security personnel will patrol the Garden grounds to ensure participants' safety and to protect property. No person under 21 years of age will be given or sold alcoholic beverages. Proper ID will be required for admission who will be wrist-banded indicating to the vintners (who will be informed in writing of this procedure) to always look for the band before serving. Water stations for hydration and posters encouraging moderation will be displayed throughout the Gardens. Copy of letter to Mendocino County Sheriff is attached.

#12. We have contacted the Mendocino County Department of Planning & Building Services and CA Fire for confirmation of our compliance.

#13. We have contacted the Mendocino County Environment Health Department and submitted a Community Event Application/Permit.

#14. Per the City of Fort Bragg ordinance, all disposables will be compostable. Clean-up of the premises and removal of rubbish after the event will be handled by Matt Rowland Events, a contracted staging company who will handle aspects of set up and clean-up; rubbish removal has been contracted with Waste Management Co. The Albion/Little River Fire Department Volunteer team will remove all recyclable materials.

15a. Private Security & Volunteer Security teams on duty, Sheriff's Department, City of Fort Bragg Police, and CHP offices have been notified of and invited to enter the event and monitor our traffic controls.

Mendocino Coast Hospital Foundation – Winesong

Supplement to the Application for Outdoor Festival License - 2018

15b. Potable water in 5 gallon dispensers, 2 ½ gallon jugs on tables throughout venue, supplied by Whispering Pines Bottle Water.

15c. Donations by commercial culinary establishments at 45-50 tables (current list of vendors attached). These establishments will serve their own offerings.

15d. Sanitation facilities at the Gardens will include existing permanent facilities which are ADA compliant, plus 22 portable toilets including 3 additional ADA compliant and 5 portable hand washing station areas.

15e. Our own Hospital ambulance with EMT's on site, 2 First Aid Tents.

15f. 5 private lots as noted in #8.

15g. Volunteers will direct vehicle access to parking from Hwy One to/from Ocean Drive, Ocean View Drive, & Del Mar Drive. Shuttles from various hotels both north and south of Fort Bragg and from the Del Mar lot will be provided from 9AM-6PM.

15h. N/A

15i. N/A

15j. N/A

15k. Contracted crew to handle site clean-up (Matt Rowland Events & the Albion/Little River Fire Department Volunteer team), assisted by Foundation personnel and volunteers. 2 large dumpsters plus 1 large recycling dumpster are rented from Waste Management. Lined garbage cans are provided throughout the Botanical Gardens. Volunteers frequently empty the garbage cans and replace liners. All garbage is taken to the rented large dumpsters.

15l. Waste Management (Fort Bragg) to remove filled dumpsters.

15m. N/A

1254250

ENDORSED
FILED

In the office of the Secretary of State
of the State of California

AUG 6 1984

MARCH FONG EU, Secretary of State
Leslie Glenn
Deputy

ARTICLES OF INCORPORATION
OF
MENDOCINO COAST HOSPITAL FOUNDATION

I

The name of this corporation is MENDOCINO COAST HOSPITAL
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 procure-
ment and extension of financial aid toward the operation, maintenance
and modernization of facilities of Mendocino Coast District Hospital, located
in Fort Bragg, California, in full accord with the purposes of Mendocino
Coast District Hospital and to the end that the greatest amount of hospital
service may be extended to the greatest number of persons served by
Mendocino Coast District Hospital.

III

The name and address in the State of California of this corporation's
initial agent for service of process is:

Mark Meinert
700 River Drive
Fort Bragg, CA 95437

IV

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.

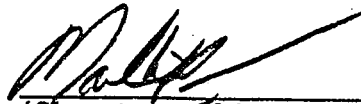
C. No substantial part of the activities of this corporation shall consist of carrying on propaganda, or otherwise attempting to influence political campaign (including the publishing or distribution of statements) on behalf of any candidate for public office.

V

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.

DATED: July 23, 1984



(Signature of Incorporator)

MARK MEINERT

(Typed name of Incorporator)

I hereby declare that I am the person who executed the foregoing Articles of Incorporation, which execution is my act and deed.



(Signature of Incorporator)

INTERNAL REVENUE SERVICE

DEPARTMENT OF THE TREASURY

4 DEC 1984

Mendocino Coast Hospital
Foundation
700 River Road
Fort Bragg, CA 95437

68-0041554

Employer Identification Number:

Accounting Period End:

August 31

Foundation Status Classification:

509(a)(1) & 170(b)(1)(A)(vi)

Advance Ruling Period Ending:

August 31, 1989

Person to Contact: Taxpayer

Service Representative

Contact Telephone Number:

(800) 424-1040

Dear Applicant:

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code.

Because you are a newly created organization, we are not now making a final determination of your foundation status under section 509(a) of the Code. However, we have determined that you can reasonably be expected to be a publicly supported organization described in section 509(a)(1) & 170(b)(1)(A)(vi).

Accordingly, you will be treated as a publicly supported organization, and not as a private foundation, during an advance ruling period. This advance ruling period begins on the date of your inception and ends on the date shown above.

Within 90 days after the end of your advance ruling period, you must submit to us information needed to determine whether you have met the requirements of the applicable support test during the advance ruling period. If you establish that you have been a publicly supported organization, you will be classified as a section 509(a)(1) or 509(a)(2) organization as long as you continue to meet the requirements of the applicable support test. If you do not meet the public support requirements during the advance ruling period, you will be classified as a private foundation for future periods. Also, if you are classified as a private foundation, you will be treated as a private foundation from the date of your inception for purposes of sections 507(d) and 4940.

Grantors and donors may rely on the determination that you are not a private foundation until 90 days after the end of your advance ruling period. If you submit the required information within the 90 days, grantors and donors may continue to rely on the advance determination

until the Service makes a final determination of your foundation status. However, if notice that you will no longer be treated as a section 509(a)(1) & 170(b)(1)(A)(vi) organization is published in the Internal Revenue Bulletin, grantors and donors may not rely on this determination after the date of such publication. Also, a grantor or donor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act that resulted in your loss of section 509(a)(1) & 170(b)(1)(A)(vi) status, or acquired knowledge that the Internal Revenue Service had given notice that you would be removed from classification as a section 509(a)(1) & 170(b)(1)(A)(vi) organization.

If your sources of support, or your purposes, character, or method of operation change, please let us know so we can consider the effect of the change on your exempt status and foundation status. Also, you should inform us of all changes in your name and address.

Generally, you are not liable for social security (FICA) taxes unless you file a waiver of exemption certificate as provided in the Federal Insurance Contributions Act. If you have paid FICA taxes without filing the waiver, you should call us. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the excise taxes under Chapter 42 of the Code. However, you are not automatically exempt from other Federal excise taxes. If you have any questions about excise, employment, or other Federal taxes, please let us know.

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

You are required to file Form 990, Return of Organization Exempt from Income Tax, only if your gross receipts each year are normally more than \$10,000. If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. The law imposes a penalty of \$10 a day, up to a maximum of \$5,000, when a return is filed late, unless there is reasonable cause for the delay.

You are not required to file Federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T. In this letter, we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

Beginning January 1, 1984, unless specifically excepted, you must pay taxes under the Federal Insurance Contributions Act (social security taxes) for each employee who is paid \$100 or more in a calendar year.

*For tax years ending on and after December 31, 1982, organizations whose gross receipts are not normally more than \$25,000. are excused

INTERNAL REVENUE SERVICE

DEPARTMENT OF THE TREASURY

from filing Form 990. For guidance in determining if your gross receipts are "normally" not more than the \$25,000 limit, see the instructions for the Form 990.

You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, a number will be assigned to you and you will be advised of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

Because this letter could help resolve any questions about your exempt status and foundation status, you should keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours,


District Director

MENDOCINO COAST HOSPITAL FOUNDATION

BOARD OF DIRECTORS - 2018

President:

Charlene McAllister

Vice President:

Heidi Kraut

Secretary:

Susan Warner

Treasurer:

John Allison

Members at large:

Thomas D. Allman

Robert Cimmiyotti

James Katzel, MD

Stephanie Simonich

MCHF Staff:

Executive Director:

Michelle Roberts 707-961-4671 ed@mchfoundation.org

Event Manager:

Melissa Seale-Ivankay 707-961-4994 melissa@mchfoundation.org

Administrative Manager:

Ellen Persa 707-961-4688 ellen@mchfoundation.org

Winesong:

Auction Director:

Jamie Peters 707-472-7500 jamie@winesong.org

Tasting Coordinator:

Janis MacDonald 707-357-0567 janis@winesong.org

Our Mission: To engage in fundraising and community involvement that supports Mendocino Coast District Hospital's ability to deliver quality healthcare services.

775 River Drive, Fort Bragg, CA 95437 (707) 961-4688

Fax: (707) 961-4975 Email: mchinfo@mcn.org

CONFIDENTIAL DRAFT

COPY

Venue Use Agreement

This Venue Use Agreement is entered into on 4/13/17 by and between MENDOCINO COAST BOTANICAL GARDENS, a California not-for-profit corporation, hereinafter referred to as "MCBG" and the MENDOCINO COAST HOSPITAL 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 the event lawn and adjacent areas west and south of the Narrows Gate and Parking Lot A at MCBG annually, the Saturdays following Labor Day for the purpose of sponsoring a fundraising event titled "WINE SONG" on the following dates:

Saturday, September 9, 2017
Saturday, September 8, 2018
Saturday, September 14, 2019

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, 2017, September 8, 2018, and September 14, 2019.

- a. MCBG and MCHF are both committed to hosting Winesong is 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. Set-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 Meadow 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 1,800. 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 1,800. 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 product 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 three year agreement covering the 2017, 2018 and 2019 Winesong events. The use agreement and fee structure will be fixed for the life of this agreement. Unforeseen changes may be negotiated separately.

As a usage fee, MCHF shall pay to MCBG the sum of twenty thousand dollars each year for three years. The use agreement and fee structure of this contract will be reviewed twice: each year commencing in 2018 with the expectation of renewing the contract for an additional two years taking into account unforeseen changes and cost increases. The Agreement will be reviewed and approved no later than July 1st commencing with the 2018 review period.

January 2018 – begin the contract process for 2020 & 2021.

January 2020 – begin the contract process for 2022 & 2023.

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.

b. MCHF will agree to place one Live Auction lot, obtained by MCBG, into the Live Auction. MCHF must deem this lot appropriate, with a full description supplied by the MCBG by July 1st in order to be included in auction catalogs. Lessor will be provided advice and support by the MCHF Event Director regarding production of this live auction lot and MCBG will receive 100% of the proceeds for the auction lot. This subparagraph shall be reviewed annually and may be terminated by either party with 90 days' notice.

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 damages 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.

d. MCHF agrees to grant permission to MCBG to use of the Winesong tents and equipment without charge the week of Winesong up to and including the Monday following Winesong. MCBG's event schedule must be determined prior to MCHF's production contract negotiations beginning in October of the previous year. MCHF agrees to furnish MCBG a copy of the Winesong Production Contract on or before January 1st of the event year. MCBG will be responsible for any additional costs in 'resetting' the Auction area for the purpose of their fundraising concert/events. Additional details will be worked out in a cooperative spirit between the Winesong Event Director or MCHF Executive Director and the MCBG concert/event representative. MCBG agrees to comply with presenting the Winesong venue as contracted with contracted Production Company. Additionally, MCBG will supply certificates for its liability and other event insurance for any fundraising events and hold harmless MCHF for all non-test related concerns during the period from its fundraising concert/event set up to breakdown.

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.

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 5 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 readily remains 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 HOSPITAL FOUNDATION


Molly Barker, MCBG Executive Director


Michelle Roberts, MCHF Executive Director

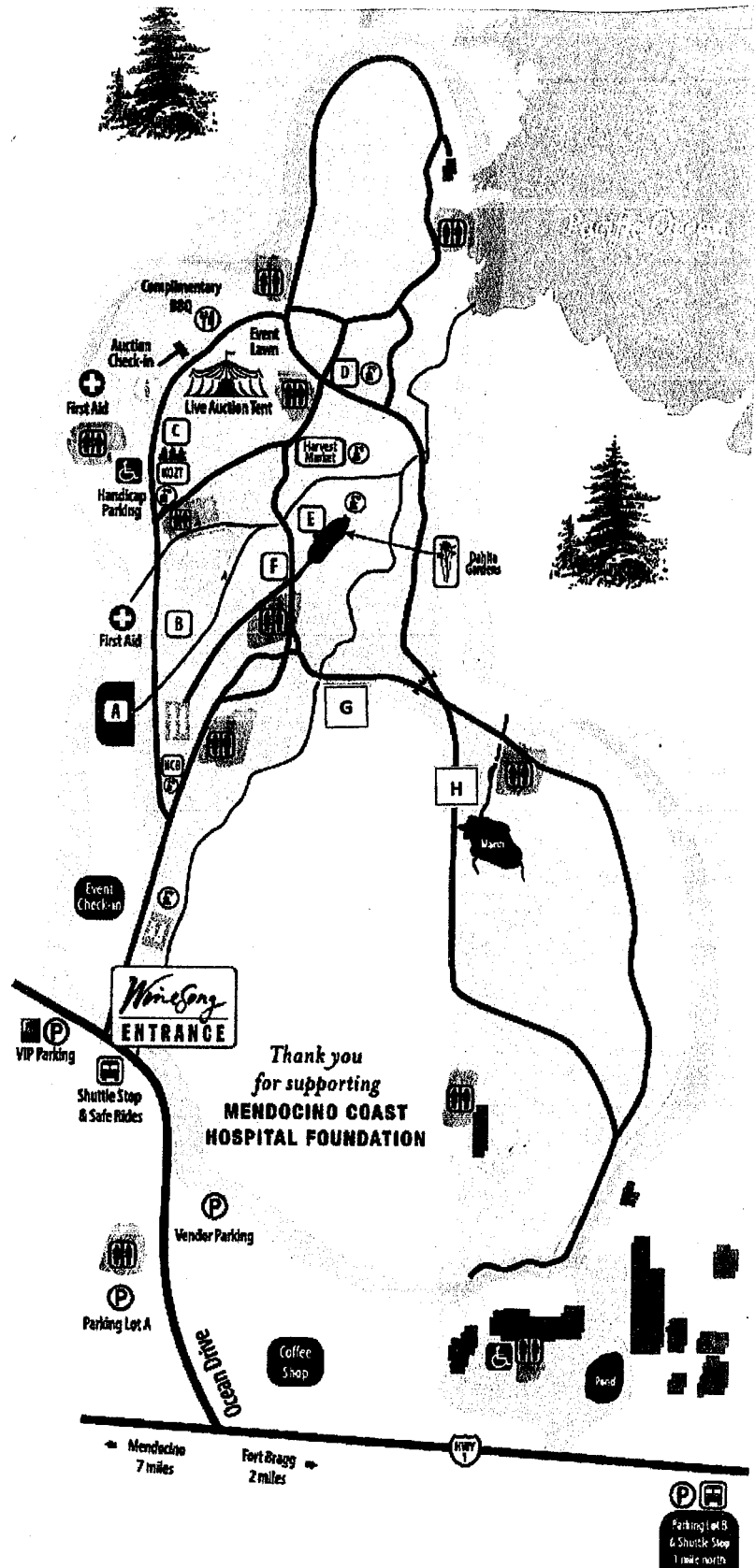
Date: 4/13/17

Date: 4/13/17

2018 Winesong Restaurants & Food Servers:

5200 Restaurant & Lounge-Heritage House
 A Sweet Affair
 Albion River Inn
 Assaggiare Mendocino
 Café Beaujolais
 Caito Fisheries
 California Balsamic
 Carol Hall's Hot Pepper Jelly Co.
 Circa 62 @ Inn @ Schoolhouse Creek
 Costeaux French Bakery
 Ellery Clark Catering & Produce
 Flying Noir Chocolate
 Frosted Cupcakes
 Guittard Chocolate Co.
 Harvest Market
 K Bistro
 Kemmy's Pies
 Ledford House
 Little River Inn Restaurant
 MacCallum House
 MCHD Nutrition Services
 MCDH Wellness Center
 Mendocino Hotel
 Mendocino Jams and Preserves
 Mendocino Mushrooms
 Noyo Harbor Inn
 Noyo Food Forest
 Old Chatham Ranch
 Olio di Mendo Olive Company
 Pacific Rim Seafood
 Pennyroyal Farm
 Piaci's Pub & Pizzeria
 Pt. Reyes Cheese Co.
 The Q Your North Coast BBQ Joint
 Restaurant Los Gallitos
 Sugar Coated Catering
 Silver's at the Wharf
 Tres Bien Creamery
 Trillium Café
 Westport Hotel

~Restaurants are located in areas A, C-F highlighted in pink.
 ~22 portable toilets (including 3 ADA compliant) with 5 hand washing stations near the large auction tents (noted in green) and 5 flush toilets with hand washing (all 5 are ADA compliant, noted in green). In addition, there are permanent toilet facilities with hand washing sinks on the Garden grounds.
 ~Event area is circled in yellow.



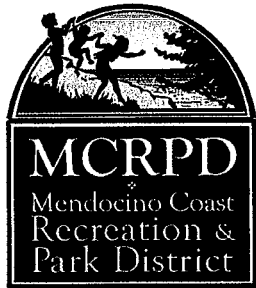
LETTER OF PERMISSION

Michelle Roberts representing MCH Foundation has delivered insurance and consideration required by ownership of the property known as Hare Creek Village, 1250 Del Mar Drive, Fort Bragg, CA.

Owners grants permission to MCH Foundation to use the property on September 8 - September 8, 2018.

HARE CREEK VILLAGE PARTNERS

By: Gregory W. Patton Agent for Owners.



300 South Lincoln Street
Fort Bragg, CA 95437
707-964-9446
Fax 707-964-1813
www.mendocostrec.org

June 13, 2018

Mendocino Coast Hospital Foundation
Attn: Ellen Persa, Administrative Manager
775 River Drive
Fort Bragg CA 95437

Dear Ms. Ellen Persa,

On behalf of the Mendocino Coast Recreation and Park District (MCRPD), we are so glad to hear that the planning process for the 2018 Winesong event is moving forward. We proudly support this marvelous funding raising event and understand it is scheduled for September 8, 2018 at the Mendocino Coast Botanical Gardens. As the property owner, MCRPD respectfully requests to be named as a Supplemental Member on the Mendocino Coast Hospital general liability insurance policy for the 2018 Winesong event. Please have the coverage include set-up and tear down dates as well.

Please feel free to contact me if you have any questions or concerns.

Thank you.

A handwritten signature in cursive script that reads "Dan Keyes".

Dan Keyes, District Administrator
dkeyes@mcrpd.us

C.V. Starr Community Center

Sigrid & Harry Spath Aquatic Facility



Winesong

CHARITY AUCTION & TASTING

**Mendocino Coast
Hospital Foundation**

775 River Drive
Fort Bragg, CA 95437
tel 707.961.4688
fax 707.961.4975
admin@winesong.org
www.winesong.org
www.mchfoundation.org

Executive Director
MICHELLE ROBERTS

MCHF Board of Directors

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Event Manager
ELLEN PERSA,
Administrative Manager

Winesong

JAMIE PETERS, *Auction Director*
JANIS MACDONALD,
Tasting Coordinator

May 14, 2018

Mr. Paul Brooks
Harvest at Mendosa's
10501 Lansing Street
Mendocino, CA 95460

Dear Paul:

The Mendocino Coast Hospital Foundation will hold the 34th annual Winesong on September 8, 2018!

We request permission to allow Winesong to use your parking lot for our shuttle bus turn-around parking for one day. A certificate as additionally insured will be sent to you as soon as I have it (our new policy just began).

Your continued support of our charity event is appreciated.

The following are a few Winesong Event details:

- Date: Saturday, September 8, 2018
- Time: 10:00 am to 6:00 pm

Please let me know if you have any questions; (707) 961-4688.

Thank you,

Ellen Persa

Administrative Manager
ellen@winesong.org

Approved: email: _____

Signature

5/31/18

Date

Please sign and return a copy of this form. Thank you!



Winesong

CHARITY AUCTION & TASTING

**Mendocino Coast
Hospital Foundation**

775 River Drive
Fort Bragg, CA 95437
tel 707.961.4688
fax 707.961.4975
admin@winesong.org
www.winesong.org
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JANIS MACDONALD,
Tasting Coordinator

May 14, 2018

Moura Family
18200 N Hwy. One
Fort Bragg, CA 95437

Dear Angelina & Family:

On behalf on the Mendocino Coast Hospital Foundation, I am writing to request permission to use your lots 18200 and 18150 for parking purposes for our 34th Winesong Charity Auction & Grand Tasting, which will be held on Saturday, September 8th, 2018.

You will not be responsible for any damages, injuries or thefts that may occur during the time your property is being used for our event parking. Insurance coverage will be sent to you when our new policy becomes effective, July 1, 2018.

Since 1984 our charity event has raised more than \$7.5 million for enhancements in medical services and equipment at the Mendocino Coast Hospital.

We very much appreciate your continued support for the work we do. To show our appreciation we will send you four complimentary tickets to Winesong later this summer.

If you approve, please sign below and fax signed form to: (707) 961-4975 or mail to: 775 River Drive, Fort Bragg, CA 95437.

If you have questions or concerns, please give me a call at (707) 961-4688.

Thank you in advance for your support of Mendocino Coast District Hospital.

Sincerely,

Ellen Persa

Winesong Event Assistant

Approved:

Signature

Date

05/22/18

Please sign and return a copy of this form. Thank you



Winesong

CHARITY AUCTION & TASTING

**Mendocino Coast
Hospital Foundation**

775 River Drive
Fort Bragg, CA 95437
tel 707.961.4688
fax 707.961.4975
admin@winesong.org
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Winesong

JAMIE PETERS, *Auction Director*
JANIS MACDONALD,
Tasting Coordinator

May 14, 2018

Judy Haun
180 Boatyard Dr
Fort Bragg, CA 95437

Dear Judy,

On behalf on the Mendocino Coast Hospital Foundation, I am writing to request permission to use your properties located at 200 & 250 W. Ocean View Dr. in Fort Bragg for parking purposes for our 34th Winesong Charity Auction & Gourmet Tasting, which will be held on Saturday, Sept. 8th, 2018.

We will obtain an insurance certificate for your property, and you will not be responsible for any damages, injuries or thefts that may occur during the time your property is being used for our event parking. Insurance coverage will be sent to you when our new policy becomes effective, July 1, 2018.

Since 1984 our charity event has raised more than \$7.5 million for enhancements in medical services and equipment at the Mendocino Coast Hospital.

We very much appreciate your continued support for the work we do. To show our appreciation we will send you four complimentary General Admission tickets to Winesong upon receipt of your agreement.

If you have questions or concerns, please give me a call at (707) 961-4688.

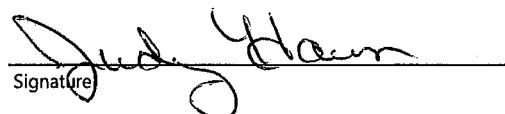
Thank you in advance for your support of Mendocino Coast District Hospital.

Sincerely,


Ellen Persa

Administrative Manager

Approved:


Signature

May 22, 2018
Date

Please sign and return a copy of this form. Thank you!

**Re: Use of property on Hare Creek otherwise identified as
1250 Del Mar Drive, Fort Bragg, CA.**

INDEMNIFICATION AGREEMENT & INSURANCE REQUIREMENTS:

User/Lessee agrees to secure and maintain at least the following insurance coverages:

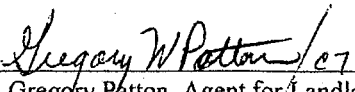
- **Commercial General Liability:**
 - Per Occurrence \$1,000,000
 - Aggregate: Per event \$2,000,000
 - Personal Injury \$1,000,000
 - Medical Payments \$ 10,000
- **Automobile Liability** \$1,000,000
 - Including Non-Owned and Hired Automobile Liability
 - Including Uninsured Motorists Liability
- **Workers Compensation** Statutory
 - Employers Injury by Accident \$1,000,000 by Accident
 - Bodily Injury by Disease \$1,000,000 policy limit
 - Bodily Injury by Disease \$1,000,000 each employee
- **Excess Liability or Umbrella** \$4,000,000

User/Lessee will name Landlord/Lessor as Additional Insured by policy endorsement and provide 30 days written notice of cancellation or material on the applicable policies. A waiver of subrogation will be issued on the worker's compensation policy.

User/Lessee will indemnify, defend and hold harmless the Landlord/Lessor and any affiliated companies and their officers, directors, agents and employees against all claims, demands, liabilities, judgments, causes of action, suits and all expenses and costs, including reasonable attorney's fees, arising out of any and all bodily injury and property damage claims and including participants, spectators, employees and volunteers arising from any events.


Dates of use: 9/8/2018 through 9/8/2018 **Please complete contact info:**

Landlord/Lessor:
William Patton
Mary Swann
RSRC Properties, LLC


By: Gregory Patton, Agent for Landlord/Lessor

User/Lessee:
Name: Michelle Roberts
Telephone: (707) 961-4671
Cell: (707) 367-2113
Fax: (707) 961-4975

Address: 775 River Drive, Fort Bragg, CA 95437

Signature 

MAKE CHECK PAYABLE TO: **HARE CREEK ACCT.**

Email: ed@mchfoundation.org



Winesong

CHARITY AUCTION & TASTING

**Mendocino Coast
Hospital Foundation**

775 River Drive
Fort Bragg, CA 95437
tel 707.961.4688
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Winesong

JAMIE PETERS,
Auction Director
JANIS MACDONALD,
Tasting Coordinator

July 3, 2018

Office of the Sheriff-Coroner
700 S. Franklin St, #110
Fort Bragg, CA 95437

Re: Security Provisions for Winesong 2018 Events (Sept 7, 8, & 9)

To Whom It May Concern:

Regarding Security for our Winesong Events, we submit the following for your review:

PINOT NOIR CELEBRATION, FRIDAY SEPTEMBER 7, 2018 (Hrs: 1pm-4pm)

This event is held at the Little River Inn, 7751 N. Highway 1, Little River, CA 95456. In addition to the Inn's personnel we will have between 10 and 12 volunteers, easily identifiable by their Winesong vests, who will meander among the guests to monitor activities and identify and deal with potential issues. Specifically, these volunteers will be instructed to ensure:

1. No alcohol leaves the premises
2. No underage drinking takes place
3. No serving of alcohol to obviously intoxicated individuals
4. No disorderly conduct takes place

5. Any other conditions as required by Sheriff's Dept. will be followed. We will also offer a safe ride service with designated driver volunteers which, coupled with our monitored parking service, will be useful in identifying and dealing with intoxicated individuals.

WINESONG AUCTION & TASTING, SATURDAY, SEPTEMBER 8, 2018 (Hrs: 11am-5pm)

This event will again be held on the grounds of the Mendocino Coast Botanical Gardens. The evening prior to the event, MCD Hospital security personnel will monitor the event site. Day of the event, we will have a team of 15-20 specially trained volunteers identifiable by "security" vests, who will meander through the auction and tasting sites. These security personnel will monitor the crowd to ensure:

1. No alcohol leaves the premises
2. No underage drinking takes place
3. No serving of alcohol to obviously intoxicated individuals
4. No disorderly conduct takes place
5. Any other conditions as required by Sheriff's Dept. will be followed.

In addition to the safe ride service with designated driver volunteers at the Saturday event, we offer complimentary bus shuttles to and from local motels, inns, and off-site parking locations along with a designated driver program to encourage responsible enjoyment of the event. **Additionally, we welcome the Sheriff's dept. visibility at our events, and know that professional law enforcement presence at strategic locations can go far in discouraging undesirable behavior.**

(continued)

SPARKLING SUNDAY BRUNCH, SUNDAY, SEPTEMBER 9, 2018 (Hrs. 10am-1pm)

This event will be held inside the Mendocino Coast District Hospital, 700 River Drive, Fort Bragg, CA 95437. Professional service staff, MCD Hospital (including ambulance EMTs) and MCH Foundation staff plus approximately 4-6 volunteers will be able to monitor activities and identify and deal with potential issues. They will be instructed to ensure:

1. No alcohol leaves the premises
2. No underage drinking takes place
3. No serving of alcohol to obviously intoxicated individuals
4. No disorderly conduct takes place
5. Any other conditions as required by Sheriff's Dept. will be followed. We will also offer a safe ride service with designated driver volunteers which, coupled with our monitored parking service, will be useful in identifying and dealing with intoxicated individuals.

At your earliest opportunity, please let us know if you have any questions regarding our plans. We are currently preparing to obtain the necessary Outdoor Festival and ABC permits and request Sheriff's approval at your earliest convenience.

Sincerely,



Michelle Roberts,
Executive Director
707-961-4671

THOMAS D. ALLMAN
Sheriff-Coroner



Undersheriff Matthew Kendall

Captain Gregory L. Van Patten
Field Services

Captain Tim Pearce
Corrections

County of Mendocino
Office Of The Sheriff-Coroner

July 19, 2018



Winesong!
775 River Drive
Fort Bragg CA 95437

To Whom It May Concern:

I have reviewed your security provisions for the Winesong! charity event that will be held Friday September 7th, Saturday September 8th and Sunday September 9th 2018. The Mendocino County Sheriff's Office has no issues with the attached security provisions and we do support your event.

Very truly yours,

THOMAS D. ALLMAN
SHERIFF-CORONER

By: G. Stefani #11501
Lt. Greg Stefani
Coast Sector Commander

TA/GS/jnw
cc: file



Mendocino County Health & Human Services Agency

Healthy People, Healthy Communities

Public Health Branch

Division of 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



August 3rd, 2018

Mendocino County Tax Collector
501 Low Gap Road, Room 1060
Ukiah, CA 95482

Subject: WINESONG

Dear Shari Schapmire:

Environmental Health received the permit applications and they have been reviewed for the Winesong Event; a single day event sponsored by the Mendocino Coast Hospital, to be held September 08, 2018.

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), refuse disposal, and food service.

Sincerely,

A handwritten signature in cursive script, appearing to read "Meropi Germanou".

Meropi Germanou, REHS

Consumer Protection Program

Mendocino County Environmental Health Division