

**REQUEST FOR PROPOSAL
FOR
SOUND AND ENTERTAINMENT
MANAGEMENT
AT
THE LIBBEY BOWL**

The City of Ojai

Proposals Due October 4, 2024

Contact:

Kristy Rivera

Events and Public Information Officer

City of Ojai

401 S Ventura St, Ojai, CA 93023

kristy.rivera@ojai.ca.gov

REQUEST FOR PROPOSAL

Executive Summary

The City of Ojai, California is seeking a qualified contractor with experience in producing special events and concerts (herein after referred to as “events”) to assist the City with year-round operations at the Libbey Bowl in Libbey Park. Specific services to be included in this project are production, marketing, talent acquisition, staffing, and food and beverage management. It is acceptable for the contractor selected to either:

- i. Serve as the promoter for events – responsible for directly hiring talent and producing the show; and/or
- ii. Marketing the venue to promoters and then each promoter is responsible for hiring talent and running the events they are promoting – consistent with the established requirements.

The objective is implementing a strong and detailed plan representing the variety of services necessary to produce, conduct, and execute quality events. The resulting plan should support all goals and necessities of the City’s events, with particular emphasis in the following areas:

- Acquiring a diverse array of talent and managing contracts
- Show production, including sound and lighting
- Marketing and advertisement
- Staffing and logistics management
- Food & beverage services management

Ideally, the plan would consist of an overall operations layout and budget which shows the contractor’s ability to execute this proposal and provide the City with high quality entertainment for our residents and business community, as well as attracting visitors to Ojai.

The operations plan should identify short and long-term strategies and tactics for maximizing Libbey Bowl’s success and value to the City. Events should promote the City’s identity, build a sense of community, and establish the Libbey Bowl as a unique and well-known venue for events and entertainment.

Venue Management Qualifications

Overview

The operations management proposal for the Libbey Bowl should convey the unique qualities in of the Libbey Bowl that is authentic, sustainable, and professional. It should describe who you are, your core values, what you do and why you do it. The goal is to engage our residents, business community, and visitors and give them a reason to choose Ojai and the Libbey Bowl as their entertainment destination. The City desires a contractor with extensive experience in concert and overall event management to create entertaining, intimate, and memorable community experiences at the Libbey Bowl. The chosen contractor will have the proven ability to manage a diverse range of events, and to understand long-term planning, fiscal management, and marketing practices which will attract customers from all over the region. Demonstrated experience working with a public agency or governmental entity is a plus.

The contractor will provide all services and be responsible for maintaining financially self-sustaining events whether producing all services in-house or outsourcing event-related logistics, marketing, promotion, or labor. The City expects the operator to work independently; however, the City will participate directly with talent approvals and other areas, as needed. It is the intent of this RFP to identify a contractor that will independently organize and manage the overall operation of the Libbey Bowl year-round.

The City reserves the right to have input on the overall strategy and may assist in targeted outreach, as necessary, to build a successful partnership. Successful operations will have clear and consistent communication with the City through a City-designated employee for all Libbey Bowl event operations (“the City Coordinator”). The City Coordinator will act as the main point of contact for operations and venue management, and for coordinating all City services: required permits, licenses, insurance and indemnification, as well as, coordination with other park activities, sound control, surrounding community, event layout, and logistics.

The City and contractor will split the calendar year evenly, in one week increments, so that each has control over the Libbey Bowl for 26 calendar weeks. The contractor will have exclusive rights for booking all commercial events scheduled at the Libbey Bowl. The City may book its own events, including non-profit events and City-sponsored events.

Libbey Bowl Facility

The Libbey Bowl is owned by the City of Ojai and is located in the Downtown Ojai. Nestled near the rear of a beautiful oak grove in Libbey Park, Libbey Bowl has been described by artists and audience members alike as being an almost enchanted venue. The seamless blend of its natural surroundings with the modern production amenities of this facility makes the experience of attending an event in Libbey Bowl a magical experience.

Refer to the attached site plan for facility layout, background, and additional attachments for information on the open-air covered stage and available performance area. The Libbey Bowl can accommodate approximately 1,200 patrons with options for reserved and general admission lawn seating. Features include:

- Fixed seating capacity (covered) of 973, including 11 wheelchair-accessible seats
- Grass seating capacity (not covered) between 200-300
- Covered stage
- All utilities, including ample lighting and electrical supply
- Wireless hearing assistance
- Walkways and ramps, including ADA accessible walkways, ramps, and seating
- Permanent restroom facilities (with space for additional temporary restroom facilities, if needed)
- One green room with all necessary amenities to support talent
- Two dressing rooms (stage left)
- Ticket Booth/Box Office
- ADA accessible parking in close proximity
- Vendor and food truck area

The event area is defined as the Libbey Bowl stage and seating areas, the lawn seating area immediately adjacent to the fixed seating area, the City's Multi-Purpose Building (also known as the Box Office), and the associated walkways and gates. Public restrooms are located within Libbey

Park. The event area does not include the Libbey Park Gazebo, fountain area, playground, or other non-specific park areas. Upon request, the City agrees to close the Upper Libbey tennis courts, bleachers, and walkways on the west side of the courts.

Parking is available on a non-reserved basis in public parking lots and on streets in the vicinity of the Libbey Bowl. Due to the impacts to Downtown Ojai, the City is currently not allowing any new large festivals at the Libbey Bowl/Libbey Park beyond legacy festivals, unless approved by the City Council.

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Purpose

The core of this contract is to engage our residents, businesses, and visitors, and provide great entertainment, which brings the community together. Put simply, the City wants a contractor that will give the community an experience they will remember while making Ojai an entertainment destination.

Location

The City of Ojai is set in a picturesque valley on the edge of the Los Padres National Forest, approximately 12 miles north of the City of Ventura and the Pacific Ocean. At approximately 4 square miles and a population of 7,400 people, Ojai is the smallest city in Ventura County. It is also the focal point of the entire Ojai Valley, which includes communities such as Meiner's Oaks, Oak View, and Mira Monte. The population of the Ojai Valley is approximately 35,000. Ojai is located about 80 miles northwest of downtown Los Angeles and 35 miles east of Santa Barbara. To the residents of the Ojai community, their city is unique and highly treasured. Ojai has a rich Chumash history, its name derived from the Chumash word 'awha'y meaning "moon."

Today, Ojai is known for its creative culture, environmental sensitivity, and spiritual focus. It exists as both a beautiful natural environment and as an authentic, intact representation of a past era in California, characterized by one-lane, tree-lined streets and friendly local businesses. The natural habitat, punctuated by patches of rich farmland, is memorable for its peaceful mornings and "pink moment" sunsets. Ojai is home to a wide array of festivals and events, distinctive Mission Revival architecture, Mediterranean climate, and striking views of the surrounding Topa Topa Mountains. Residents and visitors alike take advantage of a very walkable, hike able, and bikeable community.

Downtown Ojai houses charming boutiques, art galleries, outdoor dining and is enriched by historic Libbey Park and programs at the adjacent Libbey Bowl amphitheater. Visitors have a choice of resorts, such as the renowned Ojai Valley Inn, and local hotels and bed & breakfast retreats. Ojai's engaged population is served by a network of public safety and health care services, parks and trails, excellent public and private schools, and a very caring non-profit community. It is a community that treasures and protects its unique character and looks forward with a thoughtful approach to growth and change.

Background

Libbey Bowl History

Libbey Park, formerly known as Civic Center Park, was first purchased for \$7,500 and then developed by Ojai's Greatest Benefactor, Edward Libbey, of Toledo, Ohio. On April 7, 1917, Mr. Libbey donated the park to the Ojai Civic Association, which raised the money from the rental of the Post Office building to maintain the park and the buildings connected to it. The Ojai Civic Association eventually signed over the deed making the City of Ojai owner and protector of the downtown park as of March 2, 1971, with the stipulation that the land continue to be used as a park and not for any other purposes. The City resolved to call the gift, Libbey Park, in honor of the man that had done so much for the City.

Today the beautiful park offers quiet places for relaxation, a playground for the tots, tennis courts, a community bandstand and the renown Libbey Bowl, site of the Ojai Music Festival and many other events. A favorite gathering spot for residents, and a must-see site for visitors, Libbey Park is one of Ojai's gems. Libbey Park is also home of the Sound Arch, a unique interactive sculpture designed by Trimpin, a Seattle-based artist. The Sound Arch was dedicated in 2011 as the public art piece for the restored Libbey Bowl. Libbey Bowl was entirely rebuilt in 2011 with City and community funds from the City, opening in time for the 2011 Ojai Music Festival.

Nationally and internationally known artists have performed on the main stage including:

- ❖ Ben Harper
- ❖ Chris Issak
- ❖ The Zombies
- ❖ Air Supply
- ❖ John Kay and Steppenwolf
- ❖ Blue Oyster Cult
- ❖ Jefferson Starship
- ❖ Foghat
- ❖ Toad the Wet Sprocket

- ❖ Vampire Weekend
- ❖ Gin Blossoms
- ❖ The English Beat
- ❖ George Lopez
- ❖ The Wailers
- ❖ Michael McDonald

Demographics

Ojai has approximately 7,637 residents and a median age of 50 years old. The median household income is well above the state average at \$79,569. Ojai is a close-knit community, very community-focused.

Anticipated Scope of Services

The selected contractor will work independently to ensure operational accountability of the venue. The contractor will be responsible for the administration, financial management, marketing, sponsorships, contracting for venue event operations, production, support services, and coordination with City services.

Term

The City anticipates operations and management to begin January 1, 2025, or sooner, per execution of the contract terms with initial meetings to develop a timeline and strategy for achieving all requests and yearly event goals. The contract term will be for three (3) years with an opportunity for two (2) one-year extensions under the current contract. The City reserves the right to modify the proposed contract date at its sole discretion.

Administration

The selected contractor will coordinate a master calendar of events, bookings, rentals, and venue operations. The contractor will determine all aspects of the venue set up and desired contract services. The contractor will be responsible for maintaining, keeping, and preserving the venue in good order and condition after each event. All events must comply with the City's Policies and

Procedures for the Use of the Libbey Bowl.

Deliverables:

- Master calendar of events
- Sample Outline of Standard Operating Procedures
- Develop positive community relationships and customer service

Talent Acquisition

This entails the entirety of the booking process, such as vetting artists, and providing regionally, nationally, locally recognizable talent for a wide variety of tastes and interest for the community and visitors of all ages. A successful candidate does not need to include the variety of talent in all shows, but should thoughtfully incorporate such an array of talent across programming for the Libbey Bowl. The contractor shall be responsible for contracting with, and making payment to, performers for each event, and shall pay all hard costs associated with providing backline for such performers' performance, as well as any costs associated with performers' rider or rider requirements. The City reserves the right of final approval on all talent and event content.

Deliverables:

- Talent Acquisition for each event
- Opening acts for each show
- Proposed event strategies and resources to maximize event and venue utilization
- Genres and entertainment variety proposal
- Examples of potential performers that the contractor thinks are appropriate for the Libbey Bowl, and that are realistically attainable. Contractor will not be expected to present specific artists listed in this example.

Production

The contractor shall be responsible for the production of each event along with all financial obligations for same. The contractor shall be solely responsible for the production of the events including, but not limited to, the following:

- Providing sound and lighting equipment for each event suitable to accommodate live performances by artists
- Hiring, directing, and paying all necessary staff and labor adequate for the operation of sound equipment before, during, and after each event
- Set-up and break-down periods associated with such events

Deliverables:

- Qualified proposal for sound and lighting
- Example Sound & Lighting Plan
- List of proposed Sound & Lighting Contractors
- Sound & Lighting Contractor Qualifications
- Sample event summary timeline
- Sample conceptual event map

Marketing

The contractor shall create a marketing plan for the 2025 event season. The contractor shall be responsible for all advertisement and promotion of each event and will be responsible for including any and all City marketing elements required by contract. The contractor must ensure usage and message is active and diverse with the goal to fully realize the Libbey Bowl's economic potential. The contractor will actively market the venue to concert and event promoters while developing community programming as well. The contractor will be responsible for implementing a plan to engage both public and private entities, solicit event sponsorship, advertise the venue and pursue any other marketing opportunities.

Deliverables:

- Detailed marketing plan for 2025 season
- List of media partners
- Example marketing plan addressing various production or events
- Outline of marketing material
- Promotional package, media kit, or presentation for producers, agents, managers, artists

Staffing/Venue Operations

The contractor will staff all operation and production aspects of the Libbey Bowl. Staffing services include, but are not limited to, venue setup, tent setup, VIP area, sound monitoring, curfew management, ticketing, sales, fencing, signs, trash, janitorial, green room, gates, security, chair setup, and ushers.

Deliverables:

- Staffing plan that includes organizational chart highlighting key management and onsite personnel, including crowd management
- Contracted proposal for any outside staffing assistance
- Emergency Action Plan
- Security Staffing Proposal

Food and Beverage Operations

The contractor will be tasked with managing and operating all aspects of food and beverage operations for events. The contractor will also be tasked to contract with all food and beverage vendors, including alcohol, and comply with all applicable state and federal laws as well as City of Ojai policies.

Deliverables:

- Food service plan
- Alcohol service proposal or preferred contractor list

Financial Management

The contractor shall submit a financial management plan for City's approval. The plan will include a five-year operational financial forecast, cash management, business controls and accounting procedures. Operations management will be required to provide periodic or frequent financial reporting. The contractor may recommend improvements or changes in venue use fees, ticket fees or surcharges, revenue sharing, performance guarantees, or any other potential revenue sources that will accrue to the financial benefit of the venue or partnership. The contractor will collect all fees up-front and finalize settlement with promoters/users, vendors, and contractors following each event. The contractor will be required to provide City a financial accounting of each event and provide any other documentation or terms pursuant to the agreement.

- Submit an estimated pro forma for at least one calendar year
- Sample outline of Box Office/Ticket Sales Plan
- Sample event budget
- Financial accountability and reporting on fiscal operations
- Provide detailed proposed revenue structure
- Prepare monthly Operations Cost Analysis and provide any necessary reports
- Submit annual reviewed financials

City Services

Selected contractor will work directly with City or act as a liaison with any contracted promoters to plan and coordinate with the City and local agencies, as needed, for event services including, but not limited to:

- Police
- Fire
- EMS
- Permits/Licenses

- Logistics – event set up/clean up
- Site control – barricades, gates
- Noise Control and Monitoring

Additional Requirements:

Additional requirements and Exceptions to RFP (Attachment A) to be discussed during contractor interview and selection process. Additional items to include, but not limited to, existing contracts and agreements, dates, policies, obligations, sponsorship, or any other area which may directly or indirectly impact the execution of this proposal.

The City and contractor will split the calendar year evenly, in one week increments, so that each has control over the Libbey Bowl for 26 calendar weeks. A “week” is defined as Monday through the following Sunday, and may be adjusted by mutual consent of both parties. The City reserves the right to hold these events during their 26 weeks:

- Dates as agreed upon for use strictly by the Ojai Music Festival, in accordance with their separate agreement with the City.
- The Ojai Tennis Tournament on the last Wednesday of April through the following weekend.
- Easter on Good Friday and Easter Day.
- Nordhoff High School Concert on the Friday eight days before Memorial Day.
- Art in the Park on Memorial Day Weekend.
- Memorial Day Concert on the last Monday in May.
- Lavender Festival on the last weekend in June.
- Independence Day Celebration on July 3rd and 4th
- Ojai Day on the 3rd Saturday in October
- Ojai Film Festival on the 1st Thursday in November

The contractor agrees to follow all established City policies, and policies regarding Libbey Bowl and Park rules and use including, but not limited to the following:

- 10 p.m. sound curfew
- Sound monitoring and event volume not to exceed decibel level of 95 decibels recorded at the sound board area, 70 decibels at the Bowl's perimeter fence, and 65 decibels at the Park property line.
- Sound levels must be taken periodically throughout the event including set up and sound check. A minimum of three (3) decibel readings to be required at each event.
- All shows must follow established rules prohibiting smoking at the Libbey Bowl and its facilities.

City Staff Contacts

Lead staff consists of Kristy Rivera at kristy.rivera@ojai.ca.gov.

Anticipated Schedule

- RFP Issued: Friday, September 6, 2024
- Proposals Due: Friday, October 4, 2024
- Reviews and Interviews: October 7-14, 2024
- Recommendation to Council: October 22, 2024
- Project Start: January 2025

Project Evaluation

The following criteria will be used in consideration of proposals:

- Quality and completeness of the proposal.
- Qualifications, demonstrated experience with similar projects, and references.
- Project understanding.

- Project approach and ability to produce deliverables within anticipated timeline.
- Responsiveness and ability to work closely with City of Ojai staff.
- Ability to produce an exciting season that resonates with the region's diverse audience.
- Demonstrated knowledge of sustainable financial model and budget for event production.

The City of Ojai reserves the right to award the contract generated from this RFP to the respondent presenting a proposal that best meets the specifications as listed, and represents the most beneficial partnership as determined by the City. Although financial considerations are an important component of the selection process, the award will also be based on a combination of factors including the respondent's qualifications and criteria as noted above.

The City reserves the right to waive any minor deviation in proposal responses received and reserves the right to modify any requirements, terms or conditions as outlined in this RFP when such modification is in the best interest of the City.

City Information

For additional background data, reports and other City information, please visit <https://ojai.ca.gov/> or contact Kristy Rivera at kristy.rivera@ojai.ca.gov.

Submittal

Proposals are due via email (preferred), mail or hand delivery by noon on Friday, October 4, 2024. If submitting hard copies, please provide 4 complete sets. Proposals should be sent to Kristy Rivera at kristy.rivera@ojai.ca.gov or 401 S Ventura St, Ojai, CA 93023.

Companies submitting proposals are expected to supply adequate information that demonstrates the contractor's ability to meet all deliverables and expectations as outlined in this document. This may be demonstrated through actual or example documentation and /or narratives, timelines or other materials that will provide the City with a thorough understanding of your qualifications.

- **Contractor's Profile**

- **Contractor's Profile**

Proposals should provide:

- A complete and concise description of the contractor's ability to meet the requirements of the RFP.
- A description of the contractor's background, including bios of principals for the company.
- A short bio of key staff members who will be contributing to the project, including their areas of responsibility and anticipated interactions with the City.
- Location of the business and office from where the work will be conducted.

- **References & Experience**

Proposals should provide 5 references, within the past five years, that your company has worked with, including any combination of talent/artists, booking agents, venues, municipalities, and sponsors.

Proposals should include 3-5 examples of prior work within the last 5 years similar to of clients for whom services have been performed that are comparable in quality and scope to that specified within this RFP, such as, musical and other types of performances, municipal events, and outdoor events.

The reference for each event should include the date, location, capacity, attendance, budget, photos, synopsis of the event, names, addresses, and telephone numbers for whom the prior work was performed.

- **Project Understanding**

Proposal should be knowledgeable of the City of Ojai, passionate about helping the City, and able to anticipate a vision of appropriate events which will help make Ojai a destination for residents and visitors.

- **Project Approach/Discovery Process/Scope of Work**

Describe how you will successfully complete each task and the format of key deliverables and any additional value or services that your company offers.

- **Proposed Budget**

Include a summary of estimated costs and fees based on the tasks noted above. Provide sufficient detail that would allow staff to understand cost impacts if modifications to tasks are necessary. All costs should be included in the basic fee. Optional services recommended by the contractor may be included, but should be priced separately.

Proposal should also include the amount of the initial investment to begin operations as proposed, including, but not limited to, artist deposits, equipment, marketing.

- **Litigation**

Include details of any litigation within the last 5 years involving your organization as it relates to the services detailed in this RFP.

- **Organizational Input/Responsiveness**

Define the process to engage City staff and the community, including residents, business owners and others in the areas affected by this proposal.

- **Project Schedule**

Include a proposed schedule for the product delivery. Provide a statement of time commitment by the contractor to this project which supports the contractor ability to complete the events on schedule and on budget.

Contract

The contract for this RFP will be negotiated post-award between the contractor and the City.

Insurance Requirements

Evidence of adequate general liability, professional liability, automotive, and workers' compensation insurance must be provided to the City:

During the term of the Agreement, Contractor shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Contractor's performance of this Agreement.

Any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements or limits shall be available to City as an Additional Insured as provided below. Furthermore, the requirements for coverage and limits shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured.

Insurance required under this Agreement shall be of the types set forth below, with minimum coverage as described:

- Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000) including products and operations hazard, contractual insurance, broad form property damage, independent contractors, personal injury, underground hazard, and explosion and collapse hazard where applicable.
- Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per claimant and One Million dollars (\$1,000,000) per incident.
- Worker's Compensation insurance if and as required by the laws of the State of California.
- Professional Errors and Omissions Insurance with coverage limits of not less than One Million Dollars (\$1,000,000).
- Contractor shall require each of its subcontractors to maintain insurance coverage that meets all of the requirements of this Agreement provided however, that the City Agreement Administrator may waive the provision of Errors and Omissions Insurance by subcontractors in his or her sole discretion.
- The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance

Guide.

- Contractor agrees that if it does not keep the insurance coverages required by this Agreement in full force and effect, City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay the premium(s) thereon at Contractor's expense.
- At all times during the term of this Agreement, Contractor shall maintain on file with City's Risk Manager a certificate or certificates of insurance showing that the required coverages are in effect and naming City and its officers, employees, agents and volunteers as Additional Insureds. Prior to commencement of work under this Agreement, Contractor shall file with City's Risk Manager such certificate(s) and Forms CG 20 10 07 04 and CG 20 37 07 04 or the substantial equivalent showing City as an Additional Insured.
- Contractor shall provide proof that policies of insurance required by this Agreement expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.
- The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming City and its officers, employees, agents and volunteers as Additional Insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to City. Contractor agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.
- The insurance provided by Contractor shall be primary to any other coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers shall be in excess of Contractor's insurance and shall not contribute with it.
- All insurance coverage provided pursuant to this Agreement shall not prohibit Contractor, and Contractor's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Contractor hereby waives all rights of subrogation against the City.
- Any deductibles or self-insured retentions must be declared to and approved by the City. At

the option of City, Contractor shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Contractor shall procure a bond in the amount of the deductible or self-insured retention to guarantee payment of losses and expenses.

- Procurement of insurance by Contractor shall not be construed as a limitation of Contractor's liability or as full performance of Contractor's duties to indemnify, hold harmless and defend under Section 10 of this Agreement.
- Contractor may be self-insured under the terms of this Agreement only with express written approval from the City.
- All self-insured retentions (SIR) must be disclosed to the City for approval and shall not reduce the limits of liability.
- Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named Insured or the City.
- City reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of the right to exercise later.

Questions

Any questions regarding the proposal process or request for additional information may be directed to Kristy Rivera at kristy.rivera@ojai.ca.gov or (805) 646-5581.



APPENDICES I

EXCEPTIONS TO RFP

APPENDICES I

Exceptions to RFP, Libbey Bowl Management

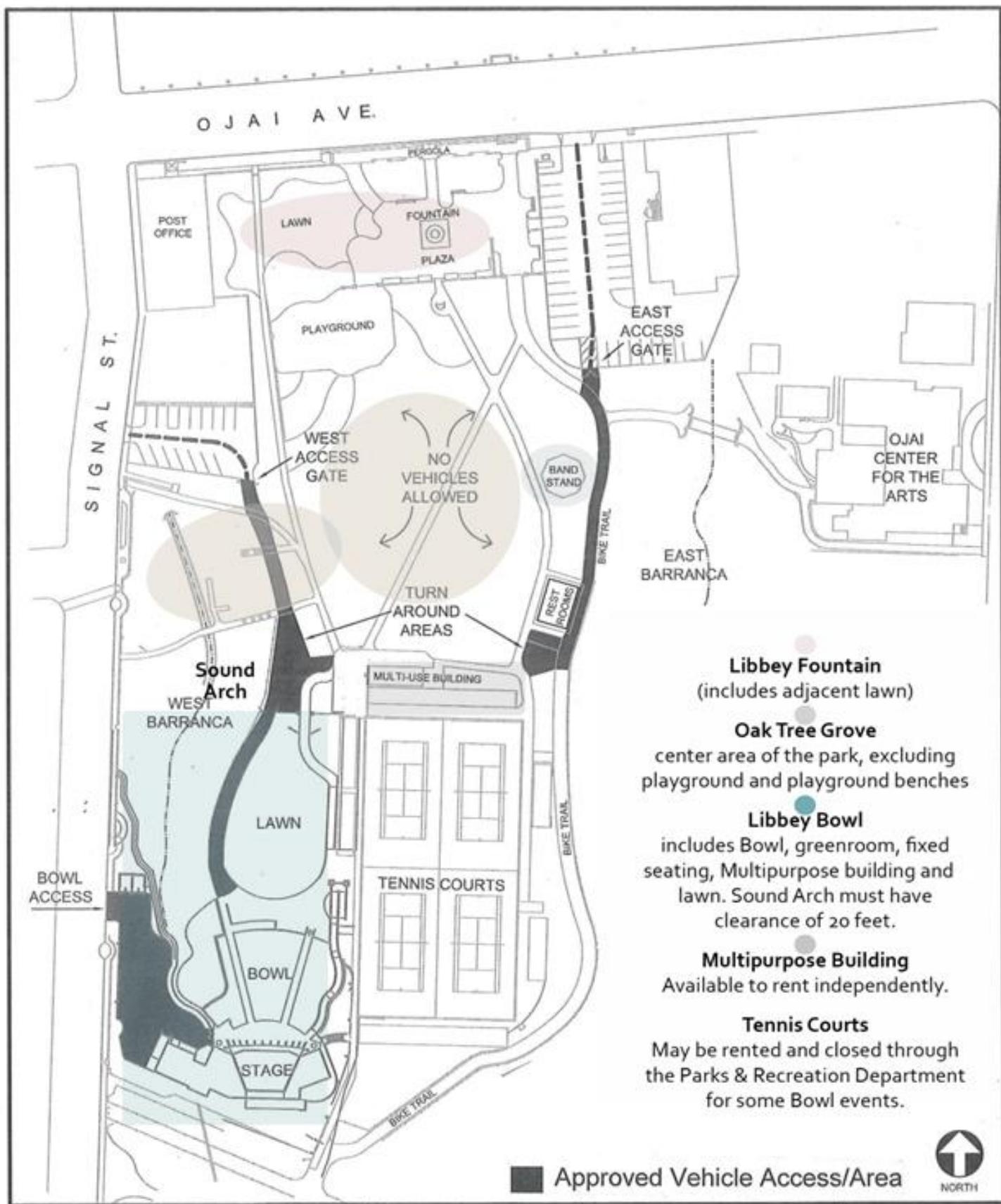
Name of Company:

Please list any deviations to RFP specifications below: (Attach supporting documents if needed)

Section Title	Page Number	Explanation of exception
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APPENDICES II

LIBBEY BOWL MAP



Libbey Fountain
(includes adjacent lawn)

Oak Tree Grove

center area of the park, excluding playground and playground benches

Libbey Bowl

includes Bowl, greenroom, fixed seating, Multipurpose building and lawn. Sound Arch must have clearance of 20 feet.

Multipurpose Building

Available to rent independently.

Tennis Courts

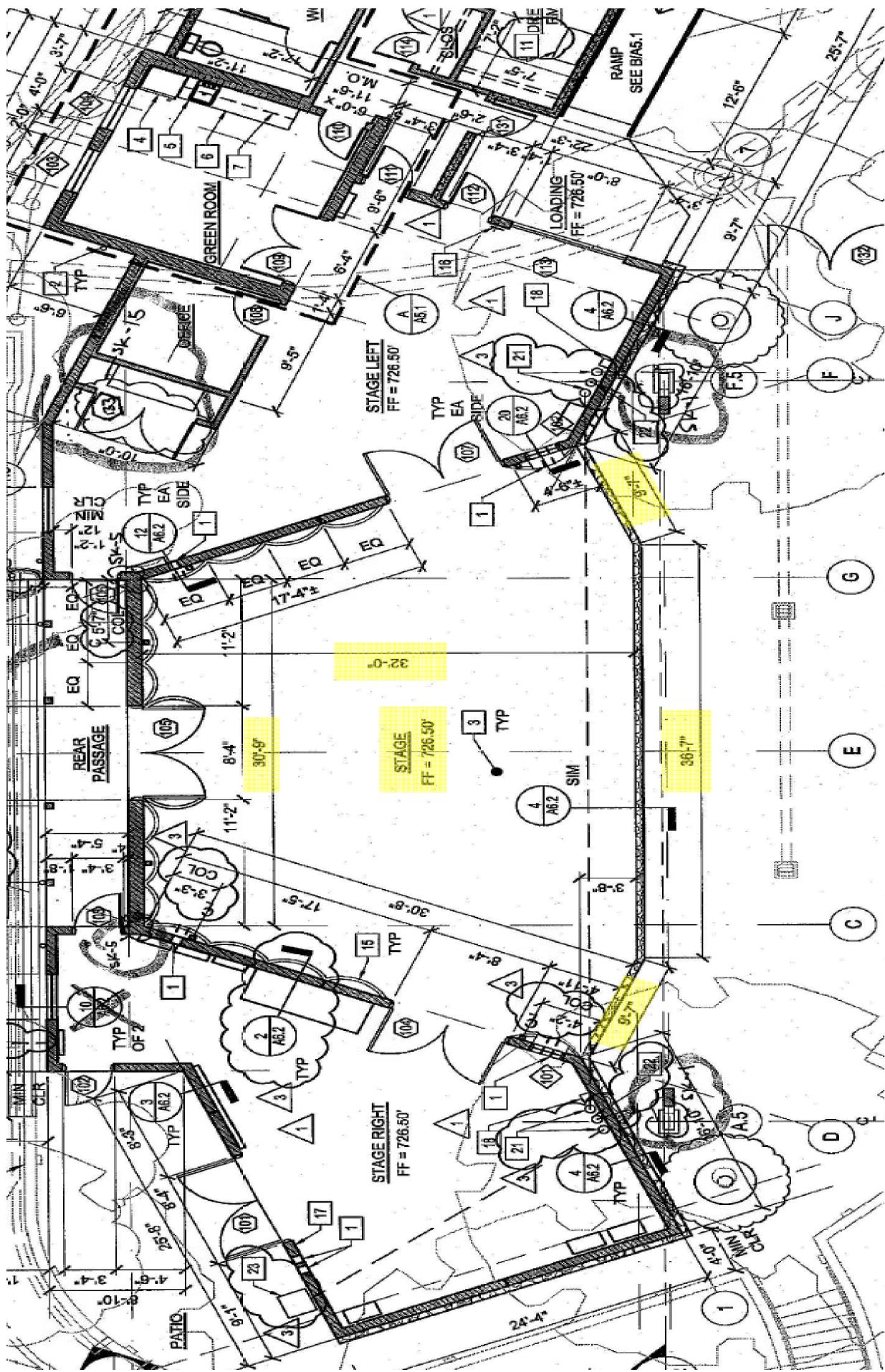
May be rented and closed through the Parks & Recreation Department for some Bowl events.

■ Approved Vehicle Access/Area



APPENDICES III

STAGE MEASUREMENTS AND SPECS



APPENDICES IV

GREEN ROOM

&

DRESSING ROOMS

Green Room



Dressing Room Example
Left Stage



APPENDICES V

Policies and Procedures for the Use of Libbey Bowl

Libbey Bowl
Ojai, California
Policies and Procedures for the Use of Libbey Bowl

RESERVATION PROCEDURES

All prospective Users - Commercial and Non-profit - should thoroughly review the following Policies and Procedures for the Use of Libbey Bowl prior to completion / submittal of the Libbey Bowl User Application & Agreement (hereafter referred to as "Application"). All prospective Users must complete in its entirety the Application and submit to Bowl Management* not less than 30 days prior to date(s) of interest, along with the non-refundable Application Fee and Site Plan.

Upon approval (typically 7-10 business days), a valid Libbey Bowl Reservation will be confirmed by Bowl Management in writing, along with a copy of the signed and dated Libbey Bowl User Application and Agreement as originally completed by the User. User then has 15 business days to produce 1) damage deposit and 2) requisite insurance. Failure to do so will forfeit Application.

Application includes the use of Libbey Bowl, consisting of Performance Stage, Fixed Seating and Lawn. Any and all facilities will be utilized for their intended purposes only. Libbey Bowl is located in Libbey Park, which must be accessible to the general public at all times. Concurrent Use of Libbey Park and/or Public Tennis Courts, Closures or Reservations, MUST be made separate and apart from this Application.

No verbal agreements for use of Libbey Bowl shall be valid.

Deposit Refunds require written notice of cancellation a Minimum of Ninety (90) days prior to User date of event.

*Policies and Procedures for the Use of Libbey Bowl, approved by the Ojai City Council. City staff shall serve as Bowl management.

BOWL/PARK/TENNIS COURTS CONCURRENT USE

The Libbey Bowl User may lease rent, otherwise reserve Libbey Park and adjacent tennis courts from the City of Ojai for activities associated with and designated by a Libbey Bowl User so as not to be in conflict with or present competing interests in situations that may arise, including but not limited to: hours of operation, sound checks, rehearsals, loading, set-up / take down, vendor access, etc.

DEPOSITS AND REFUNDS

Refunds of fees and deposits require advance written notice of cancellation ninety (90) days or more prior to User date. However, advance payments may be credited to a future date if the event is rescheduled. Cancellation notice of less than 90 days of scheduled event will result in a complete forfeiture of deposit and all User fees. If the event can not be held or rescheduled, Bowl Management will retain 50% of the Damage Deposit. The remainder of all fees paid to Bowl Management (excluding the application fee) will be refunded to the User. A Damage Deposit, in the form of a cashier's check, is required for all reservations. Deposits shall be used by Bowl Management to repair, replace or pay for any property damage that occurs during the Use either by the User or any participant at the event produced by the User. The unused portion of the damage deposit will be refunded to the User after the event and upon completion of the post-event walk-thru. The Damage Deposit may be held at the discretion of Bowl Management for any period of time necessary to determine the full extent of damages and to make all repairs and/or secure replacements.

DEPOSITS AND REFUNDS continued

The Damage Deposit shall be refunded upon the following conditions:

1. All items within the User Application & Agreement have been met and adhered to
2. All facilities are left in good condition in keeping with Pre-Event Walk-Thru
3. Cancellation procedures have been followed

CATEGORIZED USER FEE STRUCTURE*

Libbey Bowl User Fees Not-for-Profit Commercial Non-Refundable

Application Fee \$100 \$1,000

Libbey Bowl Use/Day \$600 \$1,500

Damage/Security Deposit \$600 \$1,200

***USER FEE STRUCTURE:** Upon approval of your User Application & Agreement, please be aware that one or more of the following User Fees & Responsibilities will apply to your event, including but not limited to: Ojai Police Department, Uniform Security, Ojai Temporary Business License, Shade Cloth and Port-a-Potties. Final / Actual Costs will vary depending upon the overall scope of proposed event and whether alcohol will be served.

RESPONSIBILITIES OF USER

User shall arrange, provide, and pay for talent, sound and lights, stagehands, publicity, advertisements, backstage catering, event security (uniformed and police), medical services, ASCAP/BMI, Equity, transportation, equipment, telephones, event maintenance, crowd sanitation including port-a-potties, trash/recycling, runners and other materials, personnel and services necessary for the efficient and safe presentation of intended event at Libbey Bowl.

User shall obtain, or shall require its agents and contractors to obtain, all necessary permits and licenses, and requisite liability insurance.

User will be familiar with and fully support Libbey Bowl House Rules.

ALCOHOLIC BEVERAGE SALES

- While alcoholic beverages may be served during events held on Libbey Bowl premises, the sale of alcoholic beverages is prohibited except by individuals or organizations in possession of a valid license or permit issued by the California Department of Alcoholic Beverage Control.
- Individuals and sponsoring organizations should be aware of potential personal liability and legal consequences should: 1) a person who consumed alcoholic beverages provided at an event, be involved in an accident resulting in property damage, personal injury and/or death; or 2) If there is a violation of federal, state or local laws, including service of alcohol to underage individuals.
- All service of alcoholic beverages at any event shall be provided by a caterer or server(s) who provides proof of appropriate Liquor Liability insurance coverage.
- In addition, users who engage in the service of alcohol at events held on Libbey Bowl premises shall agree to defend, indemnify, and hold the City of Ojai, its officials, officers, employees, and agents free and harmless from any claim or liability arising out of any failure or alleged failure of the user to comply with the Alcoholic Beverage Control Act.

INSURANCE REQUIREMENTS

Insurance Requirements (added/modified after "The General Liability Insurance shall be written by a carrier licensed and... • ...approved to transact business in the State of California. Upon

notification/confirmation of an approved application by Bowl Management, User must submit proof of insurance coverage within fifteen (15) days of the date of the notification/confirmation. Failure to do so will forfeit application. All insurance and endorsements thereto must be received and approved by the City of Ojai and then held on file with the City of Ojai prior to the event or use of facilities.

- In certain cases, depending on the event, the sponsor may also be required to obtain supplemental insurance coverage, including, but not limited to, liquor liability insurance coverage for service and/or sales of alcohol.
- Damage to any part of the Amphitheater, including, but not limited to, roadways, pathways, stage equipment, etc., will be charged directly to the event sponsor.
- User is also required to carry Workers Compensation and Employers Liability coverage if required by the laws of the State of California. Proof must be on file with the City of Ojai prior to the event or use of facilities.

SOUND AND LIGHTING COMPANY

User is responsible for all costs associated with sound and lighting company (ies). A licensed and insured professional sound and lighting company must provide all sound and lighting AND (upon Application Approval) provide User and Bowl Management with a valid Certificate of Liability Insurance - not less than 60 days prior to approved event date - per the Insurance Requirements (above) including specified indemnification language.

RIGGING COMPANY

User is responsible for all costs associated with the rigging company. A licensed and insured professional rigging company must provide all such services AND (upon Application Approval) provide User and Bowl Management with a valid Certificate of Liability Insurance - not less than 60 days prior to approved event date - per the Insurance Requirements (above) including specified indemnification language.

POLICE and UNIFORMED SECURITY

User is responsible for all costs associated with Police and Uniformed Security. Based on the overall scope of an event, Bowl Management will assist an Approved User with their Ojai Police Officer's and/or Uniformed Security needs as deemed necessary by the City of Ojai Police Department, Bowl Management, or both. Bowl Management, in cooperation with Ojai Police Department, will estimate User Fees prior to approved event and a Final Invoice will be mailed directly to the User for payment upon completion of event. Uniformed Security Fees are established between User and Uniformed Security Company. Uniformed Security Company must provide User and Bowl Management a valid Certificate of Liability Insurance - not less than 60 days prior to approved event date - per the Insurance Requirements (above) including specified indemnification language.

EMERGENCY MEDICAL PERSONNEL

Commercial User is required to have at least one ambulance and trained medical staff at every event, at User's sole expense.

MISREPRESENTATION OF EVENT

Any misrepresentation as to the nature of the event, the number of attendees expected, contact or payment information, or any other falsification of permit documents will result in the immediate cancellation of the event and forfeiture of all fees paid, and may result in denial of future permit requests and/or legal action.

WEATHER

Libbey Bowl is an outdoor venue subject to changing and inclement weather conditions. If User must

cancel the event due to inclement weather, every effort will be made to provide an alternate date; however, an alternate date is not guaranteed. If the event cannot be held due to weather or rescheduled, Bowl Management shall retain 50% of the security deposit or the amount of any incurred expenses, whichever is greater. The remainder of all fees paid to Bowl Management (excluding the application fee) will be refunded to the User.

FORCE MAJEURE

Bowl Management is not responsible for any event that is prevented, rendered impossible or infeasible by any act or regulation of any public authority or bureau, civil tumult, strike, epidemic, interruption in or delay of transportation services, war conditions, emergencies, or other cause beyond the control of the City of Ojai. Bowl Management will not make any refunds for, or reschedule, any events canceled as a result of force majeure.

WARRANTIES

User agrees, represents and warrants that nothing containing in the program, performance, and exhibition or in any other way connected with User's activities under this agreement shall violate or infringe upon any copyright, patent, right of privacy or other statutory or common law right of any person, firm or corporation. Further, User warrants that all programs, performances, concerts, etc., to be performed under the Application involving works protected by statutory or common law copyrights or other proprietary law have been duly licensed or otherwise authorized by the owners of such works or legal representatives thereof. User further agrees to indemnify, defend and hold harmless the City of Ojai, its officers, agents and employees, from any and all claims, fees, expenses or costs including legal fees asserted or incurred with regards to such warranty. User warrants that the event will be suitable for the audience in attendance and will not contain profanity, nudity or adult themes and content.

WALK THROUGH (pre and post event)

User is required to accompany Bowl Management for a Pre-Event Walk Thru Inspection and Sign-Off of all User-related areas at a mutually agreeable time PRIOR to ANY and ALL deliveries or event preparation of any kind. User is also required to accompany Bowl Management for a Post-Event Walk Thru Inspection and Sign Off of all User-related areas at such time the User deems Libbey Bowl and grounds "broom clean" as required. Failure to complete Walk Through may impact Damage Deposit.

USER'S PROPERTY

The City of Ojai shall not assume any responsibility for any property placed on or in Libbey Bowl facilities or grounds. Further, the City of Ojai, their officers, agents and employees, are released and discharged from any and all liability for loss, injury or damage to persons or property that may be sustained by the use or occupancy of the facility and its environs. User will indemnify, defend and hold harmless the City of Ojai for any loss.

LAYOUT / SITE PLAN

A detailed Site Plan indicating the layout of the performance and spectator areas, concession areas, vendor areas and any other proposed facilities must be submitted with the Application. Site Plan – Exhibit A is included in the User Application & Agreement.

REHEARSAL & PRODUCTION SCHEDULE

Application requires User supply Bowl Management with a detailed production schedule.

SCHEDULED TIME / DEPARTURE TIME

Scheduled time must include set-up, decorating, preparation, event and teardown. A minimum two-hour clean-up period must be included. Bowl Management must be notified 48 hours prior to the

event if additional time is needed. All equipment and supplies belonging to User must be removed from Libbey Bowl upon departure

SET-UP/TEAR-DOWN/STORAGE

User is responsible for setting up and tearing down chairs and all other equipment used at the event. User property must be removed from the premises at time of departure; User may NOT store belongings at Libbey Bowl.

DELIVERIES

All deliveries in support of event must be scheduled to arrive according to Application.

USER/VENDOR REQUIREMENTS

- User is responsible for Vendors using extension cords. Cords must be heavy duty, outdoor, 13-15 amp cords in good working condition with NO frays or repairs. User must ensure cords are taped or otherwise secured to prevent tripping.
- User is responsible for collecting all Certificates of Liability Insurance from Vendors. Insurance Certificates MUST be current and in keeping with Insurance Requirements (page 3).
- User is responsible for collecting copy of (Temporary) Ojai Business License from each Vendor as required. • User will ensure Vendors display both a VC business tax receipt and a state license.
 - User must ensure that all Food Vendors are properly approved by and show current / valid Ventura County Health Department Certificate. Inspection by a Ventura County Health Department representative may occur at any time. • User must ensure that all Food vendor tents (and their extinguishers) are prepared for inspection by the Fire Department prior to event start. All Food Vendors that prepare hot foods are required to have on site, two (2), 10lb ABC fire extinguishers. If hot oil or grease is to be used in food preparation, one (1) 10 lb. 40BC fire extinguisher is required.
- User MUST ensure that if cooking oil or charcoal is used, ALL related waste products MUST be properly contained / stored following their use and disposed of according to regulatory measures. User must ensure that under NO circumstance should used oil be poured, released or otherwise discharged into the drainage system, nor any hot coals placed on the ground, in the trash or otherwise.
- User is responsible for collecting, properly sorting and placing all trash and recyclables in the appropriate containers. User must see to it that Vendor areas are cleaned and returned to their original state.
- User will ensure that Temporary Parking Access Passes issued by Bowl Management are displayed in each vehicle temporarily parked in the vendor load/unload area. Absolutely NO vehicles may be parked on the grass. • User is responsible for providing over night security to the Vendor area if necessary.
- User will ensure Vendors do not discriminate against any persons because of race, creed, religions, sexual orientation, or national origin. User will ensure Vendors conduct themselves in a proper manner so as not to cause any harm to patrons or employees legally on the property.
- User will ensure Vendors comply with all laws of the United States, the State of California, Ventura County, City of Ojai, Police/Sheriff and Fire Departments, or any other applicable laws, codes, and regulation. • User is ultimately responsible for all vending areas - subject to inspection by Bowl Management prior to the event start for compliance of the above rules. Violations of any kind are grounds for shutting down said Vendor. • User will be responsible for collecting and paying all applicable sales taxes, including federal, state and city taxes.

DEFACEMENT OF FACILITY / GROUNDS

No decorative or other materials shall be taped, wired, glued, nailed, tacked, screwed or otherwise physically attached to any part of the Libbey Bowl including but not limited to fencing, gates, stages, buildings, windows, trees & vegetation, dressing rooms, restrooms, and staging areas, without prior approval from Bowl Management. User must receive prior approval to hang ANY banner or signage on Libbey Bowl or City of Ojai property. Drilling into any fence, cement, wall and/or brick on/in any part of Libbey Bowl is strictly prohibited. Driving on Libbey Park or Bowl grass is strictly prohibited. No items shall be laid on Libbey Park ! Bowl turf that might cause damage to it. Any group using Libbey Bowl agrees to leave the premises in the same condition it was prior to their usage. User agrees to assume all responsibility for any damages done to the premises or facility as a result of their usage. It is also understood by all parties bound by this Agreement that all or part of their deposit will be held should User not comply with this policy.

LIBBEY BOWL PROPERTY

Property belonging to Libbey Bowl / City of Ojai may not be moved or removed from stage, producer's office, dressing rooms, green room or staging areas at any time.

LAWS AND ORDINANCES

User shall comply with all laws whether federal, state or local, including all ordinances of the City of Ojai, and all its rules, regulations and requirements and those of the Ojai Police Department, Ventura County Sheriff's Department and Fire Department. Fire lanes must remain clear at all times. Any group using Libbey Bowl agrees to abide by and conform to all rules and regulations that may be adopted from time to time, including any and all alterations that might be imposed on the operational hours and use policies.

TRAFFIC CONTROL & EVENT PARKING

If it is anticipated that traffic control is needed on Ojai Ave., Signal St., or other surrounding public thoroughfares as a result of User's event, all costs associated with traffic control will be borne by the User. Parking shall be in designated areas only. Cars may not be parked on the turf, grassy areas or sidewalks. The User will provide adequate staff to control and regulate the parking of vehicles in designated areas. Service vehicles or other heavy equipment shall be allowed only in areas as authorized by Bowl Management and the City of Ojai. Offsite parking is available and shuttle buses can be arranged at Users cost. Depending on event size / scope, User may be responsible for hiring a specialized event parking company to assist with directional parking.

AMPHITHEATER CURFEW

Libbey Bowl is nestled in a residential / mixed-use neighborhood. As such, events must conclude by 10:00PM unless otherwise approved by Bowl Management. User shall be responsible for vacating the spectator and concession areas no later than 11:00PM on the date of use. User shall be responsible for vacating the park areas no later than 12AM (midnight) on the date of use.

SOUND LEVELS

Sound levels at Libbey Bowl may NOT exceed levels established by the City of Ojai as follows: The MAXIMUM allowable noise levels for concerts will be 95 decibels recorded at the sound board area, 70 decibels at the Bowl's perimeter fence, and 65 decibels at the Park property line. Monitoring of sound levels will be taken periodically throughout the event including set up and sound check. Failure to comply with said request shall constitute a violation of Ojai Municipal Code and be cause for fines, immediate termination of the event and/or forfeiture of deposit and/or user fees.

TICKET SALES/ADMISSION FEES

Ticket sales shall not exceed the capacity of the Libbey Bowl. Tickets sales shall be limited to 975 in the permanent seating. Ticket sales for Lawn Seating shall be determined according to Site Plan

submitted with Application. Bowl Management may authorize additional admission during an event if his/her on-the-spot evaluation indicates that health, safety and good order will not be jeopardized by an increase. All Ticket Sales are subject to a \$3 per ticket Facility Fee, payable to the City of Ojai.

TICKET MANIFEST

Users must provide Bowl Management with a valid ticket manifest for ticketed events. In the event there is a ticket revenue sharing agreement, the City of Ojai retains the right to audit ticket sales.

SOUVENIR SALES

The sale of any merchandise or products other than concession items must be disclosed on the Application. The City reserves the right to negotiate a commission on the net profits from merchandise sales.

UTILITIES

Electrical hook-ups are available for a limited number of concessions / vendors determined by User Site Plan.

ELECTRICITY

Adequate electrical capacity to meet the demands of the proposed event is the sole responsibility of the User. The cost of additional electrical supply beyond the permanent service in Libbey Bowl is the sole responsibility of the User. User will take all necessary precautions to protect the existing electrical service at Libbey Bowl from overload and damage. Outlets are only for the use of small radios, coffee pots, food warmers and like equipment that does not exceed a maximum of 120 amps. The User will be responsible to pay all fees associated with any required electrical technician. Electrical panels may NOT be modified by an outside electrician. If the User's equipment is not compatible with Libbey Bowl electrical panel for any reason, the User's equipment must be modified. Modifying Libbey Bowl's electrical panels will result in a fine. User is responsible for any and all necessary repairs to the Libbey Bowl electrical panels as a result of User's modification.

CREW VEHICLES & PARKING

A limited parking area will be available to production staff and vendors - adjacent to the Bowl – via limited parking passes issued by Bowl Management. NO vehicles are allowed to park on the grass areas or at loading dock.

TENTS, TABLES & CHAIRS

Tents or other Temporary Structures must be Pre-Approved by Bowl Management (per Site Plan) and be placed no more than 24 hours preceding the event and removed at the conclusion of the event. Tents, tables, chairs or other equipment are not permitted on grassy areas without prior approval from Bowl Management. User is responsible for arranging for tents (for catering, vending, artist merchandising, etc.) and all necessary tables and chairs. Tents, tables and chairs must come from a reputable company who will provide User and Bowl Management with a valid Certificate of Liability Insurance - not less than 60 days prior to approved event date - per the Insurance Requirements (page 3) including specified indemnification language.

SMOKING

Smoking is not permitted in any area of Libbey Bowl or its facilities.

FLAMMABLE MATERIALS

Gasoline or other petroleum products, or other substances or materials of an explosive or flammable nature MUST be indicated on the Detailed Site Plan. No cooking/heat of any kind is allowed under tree canopies.

ADVERTISING

NO Advertising, announcements of any kind or ticket sales shall be made public prior to an Approved User Agreement. Upon event approval, www.libbeybowl.org calendar of events arrangements may be made via manager@libbeybowl.org.

CLEAN-UP / TRASH & RECYCLING

Trash and Recyclables must be collected from ALL areas impacted by User, and placed in the appropriate receptacle (trash or recycling) prior to departure. Libbey Bowl and grounds must be "broom clean" prior to departure. All supplies and food must be removed from premises prior to departure. Tear down and clean-up must be completed prior to opening of Libbey Park on the next day. Post-event walk through must be completed with Bowl Management.

CONTAINERS, ICE CHESTS, OUTSIDE FOOD AND DRINKS

Libbey Bowl policies prohibit containers, ice chests or outside food and drink from being brought into Libbey Bowl during certain designated events. Flying objects (i.e. Frisbees, beach balls), laser pointers and other distracting light-emitting devices are prohibited. For a comprehensive list, please see Libbey Bowl House Rules.

TWO-WAY RADIOS

User is responsible for obtaining an efficient form of communication for event staff, including but not limited to security, medical and electrician.

LOSS/DAMAGE

User is responsible for any loss, damage or theft of personal property that is incurred by the User and/or those in attendance. User is also responsible for restoring damaged premises to pre-event condition.

ANTI-DISCRIMINATION

Discrimination by User, its officers, agents or employees, based on age, race, color, religion, sexual orientation, gender, disability or national origin, in the use of or admission to the premises is prohibited.

ABUSING POLICIES

Libbey Bowl Management reserves the right to refuse any group the privilege of using Libbey Bowl due to the abuse of the policies of the facility or the City. In addition, any group charged with an occurrence or abuse may be barred from making any further reservations and any further reservations may be cancelled at the sole discretion of Bowl Management.



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