



Tehachapi Valley

Recreation & Park District

**TEHACHAPI VALLEY
RECREATION AND PARK DISTRICT
490 WEST D STREET, TEHACHAPI, CA 93561**

**SPECIAL BOARD MEETING
TUESDAY, JANUARY 22, 2019, 5:30 P.M.**

BOARD OF DIRECTORS

LAURA LYNNE WYATT, CHAIRPERSON
IAN STEELE, VICE-CHAIRPERSON
MARY LOU CORPUS-ZAMUDIO, DIRECTOR
KALEB JUDY, DIRECTOR
WES BACKES, DIRECTOR

A G E N D A

1. FLAG SALUTE

2. ROLL CALL

3. PUBLIC COMMENTS

The Tehachapi Valley Recreation and Park District Board of Directors welcome public comments on any items within the subject matter jurisdiction of the District. We respectfully request that this public forum be utilized in a positive and constructive manner. Items addressed during Public Comment section are generally matters not included on the posted agenda and therefore the Board will take no action at this meeting. Such items, however, may be added to future meeting's agenda. Speakers are limited to two (2) minutes. Please state your name or organization represented, if any, before making presentation. Thank you.

4. CONSENT CALENDAR

All items listed on the Consent Calendar shall be considered routine and will be enacted by one vote. There will be no separate discussion of these items unless a member of the Board request specific items to be removed from the Consent Calendar for separate action.

A. Clerk Declaration of Posting of Agenda 72 Hours in Advance of Meeting (Page 3).

5. AGENDA

A. Tehachapi Paddle Boat Race Festival – Discussion/Approval, Resolution #1-19 (Pages 4-41).

- B. Award of Bid for the Installation of Playground Equipment at Brite Lake -
Discussion/Approval, Resolution #2-19 (Pages 42-47).
- C. Measure “R” – Discussion

6. BOARD OF DIRECTORS’ TIME

Opportunity for the Board to comment on items not listed on the agenda.

7. ADJOURNMENT

Adjourn to the next Regular Meeting of the Board of Directors of the Tehachapi Valley Recreation and Park District scheduled on February 19, 2019.



Tehachapi Valley

Recreation & Park District

CERTIFICATE OF POSTING AGENDA

I, the Clerk of the Tehachapi Valley Recreation and Park District Board of Directors hereby certify that a copy of the January 22, 2019, Special Board Meeting Agenda was posted at the following public places within the District on Friday, January 18, 2019, at 5:30 P.M. approximately:

- TVRPD District Office, 490 West D Street, Tehachapi, California 93561
- The TVRPD Web site at www.tvrpd.org

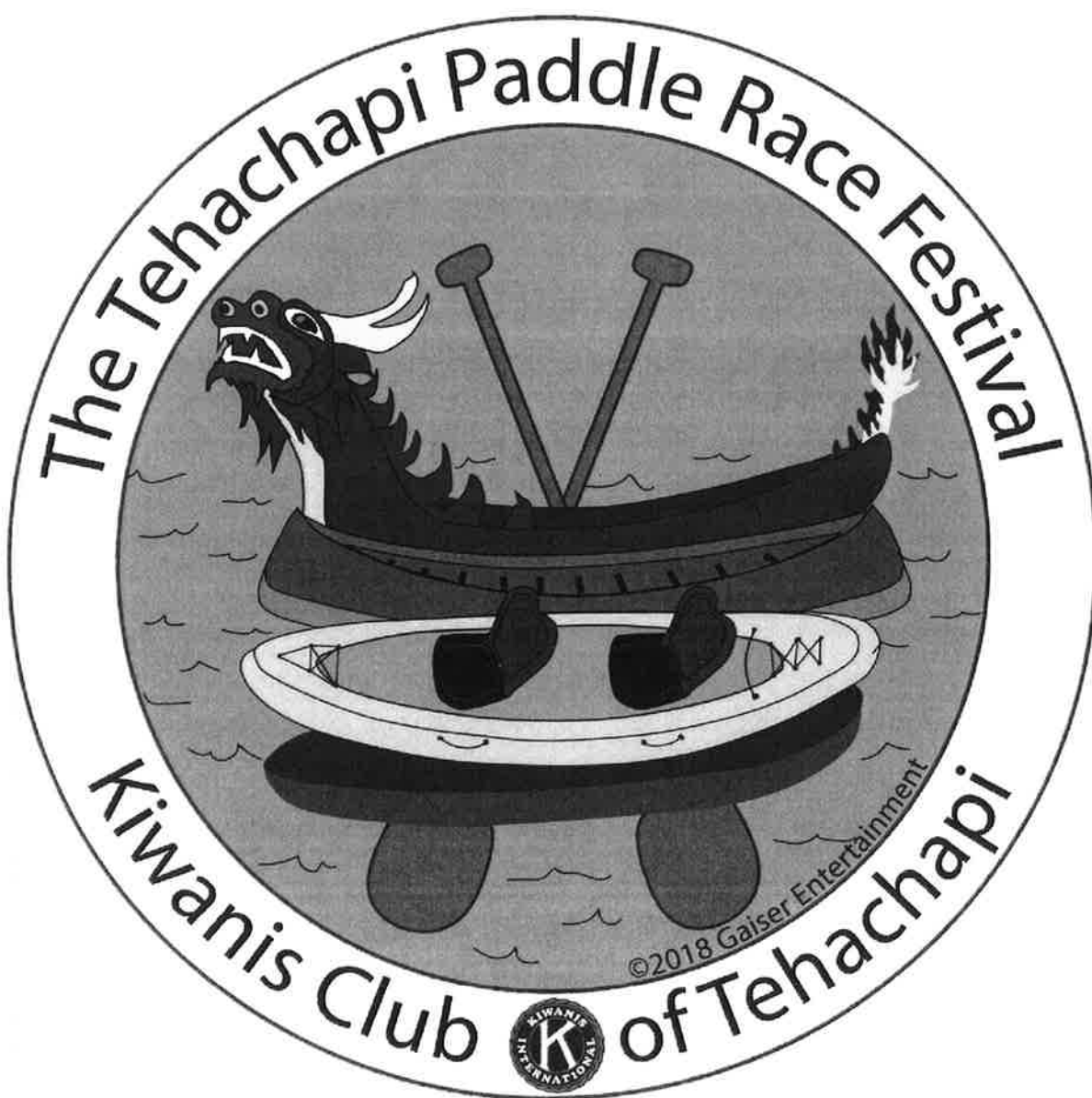
The agenda and related documents were also provided to the Tehachapi Valley Recreation and Park District Board of Directors on the 18th day of January 2019.

Dated this 18th day of January 2019.

Carrie Champlin
Carrie Champlin
Clerk of the Board of Directors

KIWANIS CLUB OF TEHACHAPI

~ PRESENTS ~



JUNE 26, 27, & 28 2020

KIWANIS CLUB OF TEHACHAPI

In Association with
**TEHACHAPI VALLEY RECREATION
AND PARKS DISTRICT**
and
GAISER ENTERTAINMENT

~ P R E S E N T S ~

THE TEHACHAPI PADDLE RACE FESTIVAL

SPONSOR PROPOSAL

To be held at
BRITE LAKE
Tehachapi, California
(Jacobsen-Reservoir)

JUNE 26, 27, 28, 2020

For further information or participation please contact:

The Kiwanis Club of Tehachapi
P.O. Box 436
Tehachapi, California 93581
www.kiwaniscluboftehachapi.org

Gaiser Entertainment
661-823-4848

The scope and vision of this proposal is forward looking and is an informational guide line for growth and potential of what this festival can be. Nothing in this proposal should be considered a guarantee or warrant that these events and activities will occur exactly as proposed. *Kiwanis Club of Tehachapi* and *Gaiser Entertainment* reserve the right to make changes as necessary due to time elements or any other factors that may be beyond their control.

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INTRODUCTION

PURPOSE

“...The Kiwanis Club of Tehachapi is producing this festival to enhance the lives of children in our community by raising money to build a new playground at Brite Lake and support other Kiwanis projects.”

FESTIVAL MISSION STATEMENT

“...The festival will provide healthy community fun for children and their families through friendly aquatic sports competition, multi-cultural education, exciting entertainment, themed exhibits, arts and crafts and international food.”

The Tehachapi Paddle Race Festival will be a dazzling outdoor celebration of paddle racing from dragon boats origin in ancient China, through America’s west-ward movement with canoes and paddle boats, to today’s modern kayaking and paddle board international racing sports.

Cultural and folk customs, ethnic entertainment and arts and crafts – enriched by three themed environments will be incorporated into the competitions during the races and festival.

The boats and equipment will be provided by the festival and will feature a regulation four lane buoyed 600 meter race course. The daily race schedule will feature three divisions, Professional, Corporate and Civic. Teams are typically made of members of other paddling sports groups, young people, schools and universities, corporate employees and civic groups such as; hospitals, fire departments, police, service organizations, civic organizations and the public.

A panel of race experts with camera playback equipment will judge the races. The U.S. Coast Guard and hired lifeguards will provide boat and water safety on the lake, and training sessions will be held during the weeks prior to the festival.

The first themed environment is an ancient ***Chinese Village***. It is said that the first paddle racing, and the legend of dragon boat racing, began in Hunan China more than 2,400 years ago at the Miluo River. Dragon boat racing commemorates the date that the ancient scholar and patriot-poet ***Qu Yuan***, of the state of Ch’u, hurled himself into the Miluo River out of despair over the widespread corruption of his country and the emperor’s court.

His drowning dismayed the local people so much that they raced out in their boats to save him beating drums and the water to scare away fish and dragons that might attack the body of their most honored poet. In memory of ***Qu Yuan***’s virtues and honesty each year the Chinese, and people around the world celebrate his spirit with dragon boat racing.

In ancient times, teams would fight to the death on the water and off for coveted positions in the races. As civilization evolved, over the centuries it became a friendly competition among city states, and now it is enjoyed in more than 60 countries around the globe.

The second themed environment is a ***Mountain Man Village***. Prior to the railways that brought Americans west overland by the millions, explorers, pilgrims, farmers, and mountain men sought riches and a new way of life on horseback, wagons and paddle boats prior to the “Iron Horse” that brought them west. The Mountain Man Village will commemorate all the men and woman who came west by paddle boats and canoes on the vast river and lake systems that stretch across the continent. Often on their treks west they found time to race their boats during holidays, pow wow’s and festive gatherings where they bartered gold and goods.

The third environment is an ***International Racers Village***. Today paddle sports and paddle vehicles have spread around the world and new technologies are proliferating everywhere. They have something in common besides paddles, all are human powered. Young and older people on every continent find these paddle sports fun, invigorating and healthy. Paddle racing brings together people in the community as well as other cities, from around the state and from other countries. Like an Olympics athlete’s village, The International Racers Village provides a venue where participants can share stories and comradery while learning about various accessories, vehicles, styles and team activities. There seems to always be a paddle race or paddle activities somewhere nearby.

All teams and racers participating in ***The Tehachapi Paddle Race Festival*** will register at The International Racers Village and launch their boats from that location.

Paddle racing is on the rise globally and in the United States. Coupled with the beautiful locale of Brite Lake and attractions of the greater Tehachapi area as a tourist destination, we are sure to appeal to wide range of local and out-of-town attendees.

The Kiwanis Club of Tehachapi will work closely with ***The Tehachapi Valley Recreation and Park District***, which manages the public camping and fishing activities at Brite Lake for the Tehachapi-Cummings County Water District to bring everyone participating and attending the festival a safe and pleasant experience. Our club also will work with all civic and governmental organizations in Tehachapi and Kern County. **Kiwanis International**, our worldwide parent organization supports the event with insurance, grants and their ***International Playground Building Program***. The ten west Kern County Kiwanis clubs in Division 33, (California-Nevada-Hawaii) and surrounding areas will be assisting with the festival and participating in the races. Up to 70% of our budget needs will be raised through sponsorships, vendors, gate admission fees and donations.

As ***the Kiwanis Club of Tehachapi’s*** ground-breaking and exciting new ‘Signature Event’, ***The Tehachapi Paddle Race Festival*** is destined to become a significant annual celebration and tourist destination. In the wake of the recent defeat of measure R, which would have given tax dollars for major improvements in all parks in the district, the festival will provide ongoing needed funds to refurbish playgrounds and other resources for District’s Parks.

KIWANIS CLUB OF TEHACHAPI

...Is an organization of volunteers dedicated to making the lives of children better, one child and one community at a time. We are part of *Kiwanis International*, a global organization of volunteers dedicated to changing the world one child and one community at a time.

Our motto is: *"Together we can make kid's lives better."*

The first Kiwanis club was formed in 1915 in Detroit, Michigan. There are now more than 8,000 Kiwanis clubs in 85 countries. There is also a Kiwanis Foundation that supports special projects and raises millions of dollars for projects such as *The Eliminate Project*, (an international program to prevent maternal and neonatal tetanus).

The first Kiwanis Club of Tehachapi was chartered on May 1, 1963. It has achieved many honorary awards and contributed great things in our community of Tehachapi. Our meetings are from 12 to 1pm every Wednesday (except for every 5th Wednesday when we have a social dinner at 6pm. We meet at Gold Mountain Sports Tavern, in Great Oaks Plaza, 20601 West Highway 202. Our Board of Directors meetings are held on the first Saturday of every month at 10am. Join us for a free lunch any Wednesday and find out how you can participate and make a difference.

Some of the continuing Community Services we fund and provide: Sponsoring the Key Club at Tehachapi High School, Scholarships, assisting Salvation Army with Back to School Readiness for disadvantaged students, After School Programs for Youth, Warm Coats for Kids, Collection of backpack items for trafficked kids in Kern County such as (Magdalena Hope), Working with Boy Scouts Troop 136, Christmas Breakfast with Santa, Annual Prayer Breakfast, Cheers for Charity, Non-Profit Showcase, Tehachapi Library, LIBRA School Library Boosters, Books for Kids, Beer & Wine Festival, Apple Festival, GrandFondo Pasta Night, Trunk-or-Treat, Patriotic Holiday Flag Display Project and much more.

Our primary focus is: "Making kid's lives and our community better."

The Six Permanent Objectives all Kiwanians strive to abide by:

Objective 1. To give primacy to the human and spiritual rather than to the material values of life.

Objective 2. To encourage the daily living of the Golden Rule in all human relationships.

Objective 3. To promote the adoption and the application of higher social, business and professional standards.

Objective 4. To develop, by precept and example, a more intelligent, aggressive and serviceable citizenship.

Objective 5. To provide, through Kiwanis clubs, a practical means to form enduring friendships, to render altruistic service and to build better communities.

Objective 6. To cooperate in creating and maintaining that sound public opinion and high idealism which make possible the increase in righteousness, justice, patriotism and good will.

TEHACHAPI VALLEY RECREATION AND PARKS DISTRICT (TVRPD)



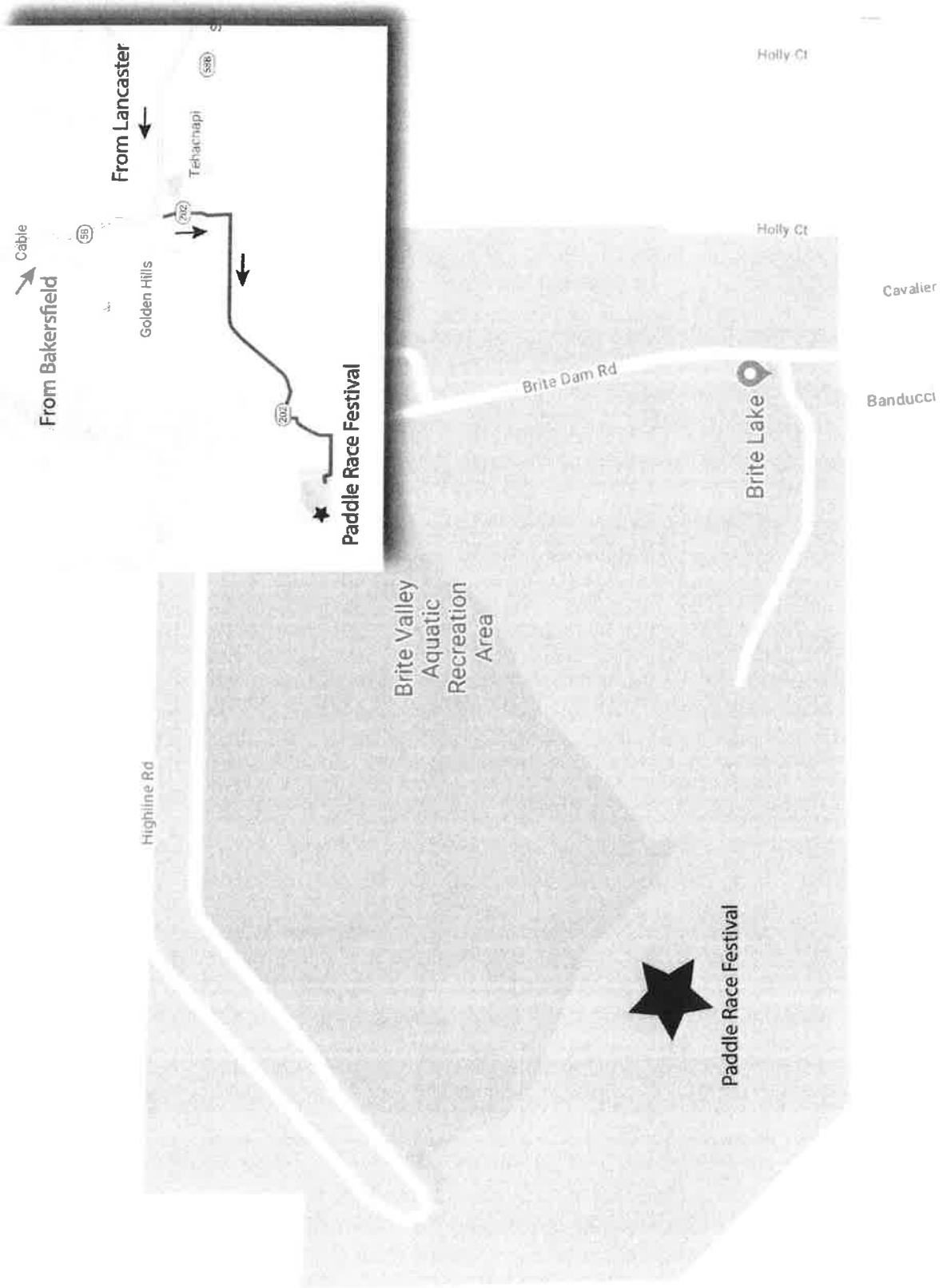
(TVRPD MISSION STATEMENT)

“The Tehachapi Valley Recreation and Park District enriches lives and fosters harmony within the community through area-wide leisure services targeted to improve healthy life styles, educational and recreational opportunities, public participation, and environmental and economical stewardship. It accomplishes this through community outreach, quality programming, activities and special events, and well-maintained parks and facilities.”

The district was formed on December 4, 1958. Since then the District has strived to meet the recreational needs of the Tehachapi Valley. (TVRPD) currently operates a range of facilities devoted to providing health and fitness, recreation, and educational opportunities. These facilities include recreational buildings, sports facilities, an aquatic facility, boat dock, camping and fishing access. Recreational programming and special events offered within and outside of these facilities work to enrich the lives of all residents. (TVRPD) has a vision and commitment to provide and develop new facilities and events that will service the entire Tehachapi Valley.

(TVRPD) believes that recreation is an essential element of a healthy and vibrant community, providing individual social and economic value. The people of Tehachapi rely on (TVRPD) for its parks, facilities and recreation programs for many benefits, ranging from the pursuit of health and fitness, adult and youth education and getting out and enjoying nature, or simply seeking the beauty of the surrounding area.

(TVRPD) and *The Tehachapi Paddle Race Festival* mission statements and core values are basically similar and are in harmony with each other. It makes good economical and geographical sense to hold this event at Brite Lake and refurbish it for the benefit of kids and families in the community to enjoy for years to come.



SCHEDULE OF ACTIVITIES

OPENING CEREMONY

The festivities will begin Friday morning with the Tehachapi High School Marching Band and parade entering the Brite Lake Recreation area and marching to the main stage. Then, at lakeside in the International Racers Village, a traditional ‘awakening of the dragon” or “eye-dotting ceremony” will be performed by Buddhist Monks and a Tibetan Priest. The spirit of the Dragon will come alive and bless all the boats and racers.

RACING SCHEDULES

Racer qualifying heats will be at 9am to 11am, Friday morning for canoes & paddle boards. Kayak heats will be from 12noon to 2pm, and dragon boats will be from 3pm to 5pm. Bleachers will be provided around the walkways on the dam. Spectators are welcome to sit on the rocks and / or bring chairs. Viewers may bring their own blankets and chairs to watch from lakeside. The semi-finals will be held on Saturday and the finals held on Sunday with race results posted at the end of the finals at the International Racers Village.

ANCIENT CHINESE VILLAGE

Wander through our Ancient Chinese Village with its exotic sights and sounds. See authentic Chinese craftsman making art from Chinese cultural traditions. Hear poetry read and learn about the ancient revered Chinese Poet *Qu Yuan*, who the Dragon Boat Races commemorates. Watch as themed costumed actors, dancers and acrobats perform throughout the Village and on stage. Local craftsmen are welcome to participate in themed costume.

MOUNTAIN MAN VILLAGE

The Great American West and the out-doors-men and woman who tamed and claimed our wildernesses are celebrated in this village. See authentic leather and iron smiths who forged the clothes and tools of the westward movement. Witness how the survival equipment such as muskets and rifles, bows and arrows were crafted. See how mountain artisans and craftsmen made artifacts as they traveled the rivers and lakes in their paddle boats. Watch costumed actors and icons like Kit Carson, Davey Crocket, Jerimiah Johnson and other famous mountain men stroll through the street of the Mountain Man Village. Native Americans with their culture and crafts will also be present in the Mountain Man Village.

INTERNATIONAL RACERS VILLAGE

The public is welcomed to join in! Meet local and out of town racers and racing teams participating in The Tehachapi Paddle Race Festival. Learn about dragon boats, canoes, kayaks and paddle boards. Take a ride in a boat. Find out the latest news of paddle races around the State, country and the world. See how the teams prepare their boats and racers before each race. Take a paddle training class. Buy books on paddle racing. Register to be on a team, or race individually.

INTERNATIONAL FOOD VILLAGE

The smells wafting from the food vendors will delight and surprise you with their tasty morsels of gourmet and ethnic dishes. Mouth-watering delicacies will tempt your palate as you pass by the booths of various foods featuring Pacific Rim, Asian, European and American cuisine. Sit in the shade of our food pavilion and watch in wonderment as the races and people go by while munching on your favorite foods.

KIWANIS CHARITY BEER AND WINE GARDEN

Enjoy a local or international ice-cold beer or glass of wine under the shade of an overhanging tree in the Festivals beer and wine garden. Open to adults over 21 with ID. Proceeds from these funds will help Kiwanis provide projects to help children with poverty and disease in our community and around the world.

CHILDRENS PLAYLAND AND COLORING CONTEST

A special supervised children's area will feature rides and playground equipment, a dragon Jumper, face painting and coloring contest for the kids. Awards will be presented on Sunday for the coloring contest. The crayons and picture template will be provided by the Festival and passed out as a promotion prior to the event at a sponsor location such as McDonalds, or Jack in the Box. Children may receive the crayons and templates at the festival as well.

GAMES, EXHIBITS AND ATTRACTIONS

Traditional Asian and American games, exhibits, and attractions will provide fun and prizes for the entire family. The village themes will include carnival games and local talent contests. Gaming on the races may be offered with prizes. No money will be allowed nonprofit organization raffles only.

STAGES AND ENTERTAINMENT

There will be two unique stages at the festival, a 40 x 40 main stage, and smaller second stage. The main stage will feature headliners and international guest performers. Local talent will be presented on the second stage. Continuous entertainment will be scheduled throughout the day from 9a.m. to 5p.m. Stage equipment, sound and lighting will be provided by MusicMX and Fiddlers Crossing.

EVENING CONCERT

On Saturday night the festival will feature a major headliner act on the main stage from 7 p.m. to 9 p.m. Food vendors have the option to remain open until 7pm.

VIP PARTY BOATS

Party on the lake! Party with your family, corporate clients, executives, or VIP Sponsors on an electric boat or fun barge. These boats and barges will be available to make an impression that lasts the entire year. Entertain your VIPs in style. Reservations are required in advance with 50% non-refundable deposit for boat rentals.

OTHER TEHACHAPI ATTRACTIONS AND TIE INs

Other local or out of town businesses with promotions, tie-in ideas or packages may be offered through the festival at a booth or through the Tehachapi Visitor Center booth.

CLOSING CEREMONY AND AWARDS

Join us Sunday evening in the fine dining restaurant at the Bear Valley Country Club for our awards ceremony. A dinner banquet and an entertaining visual video summary of the Festival capping the evening off as we present the grand prizes in each category as well as the second and third-place awards.

TRANSPORTATION & PARKING

There is plenty of parking at Brite Lake. A shuttle service will be available for overflow parking. At the entrance gates attendees may purchase colored wrist bands for the day or for all three days. Advanced walk-in and parking tickets will be for sale on-line. Security will check wrist bands at all entrances and on site.

BOOTHS, TENTS & STANDS

The Tehachapi Paddle Race Festival will be the first and foremost multi-cultural attraction on Brite Lake offering a unique opportunity to sell and promote products and services to a broad spectrum of demographic consumers and attendees.

VENDORS

The festival will showcase a select group of local and out of town exceptional food, crafts, product, and service vendors. Participants will be chosen on the basis of quality, uniqueness and appropriate items and services to our themed villages. All applicants may choose the best booth location for their set up on a first come first serve basis. If selected, applicants must supply their own certificate of health and insurance. They also will be required to provide their own compliant booth, tent or stands and decorate it in the style consistent with the themed village they have chosen. Their workers, in the spirit of the festival, should be costumed appropriately.

SPONSORS

If you are a major corporate or business sponsor with 20 or more employees, (not a mom & pop operation) you qualify for a sponsor booth. This is a larger-than-average booth size than a normal vendor and the fees may vary depending on your needs. If you are one of our Anchor or Gold and Silver Sponsors you may qualify for a reduced discounted fee.

MERCHANT CONCESSIONS

A select group of local merchants will be chosen to represent and licensed to sell products and merchandise owned by *The Tehachapi Paddle Race Festival* and *Kiwanis Club of Tehachapi* on an exclusive basis.

BOOTH SPECIFICATIONS

The minimum booth lease is 100 square feet. Electrical power is provided on a limited basis. Extra power can be provided at additional fees. Water is available at certain faucet locations. Fees for stands, carts or kiosks will be determined at the sole discretion of the executive staff.

A complete application must be filed along with all federal, state and city requirements for permits and certificates compliant with this type of event. Full payment of the lease fees will be required no later than 30 days prior to the event.

BOOTH SIZES AND FEES:

SINGLE BOOTH : 100 Square feet – 10' x 10' = \$100 P.DAY = \$300

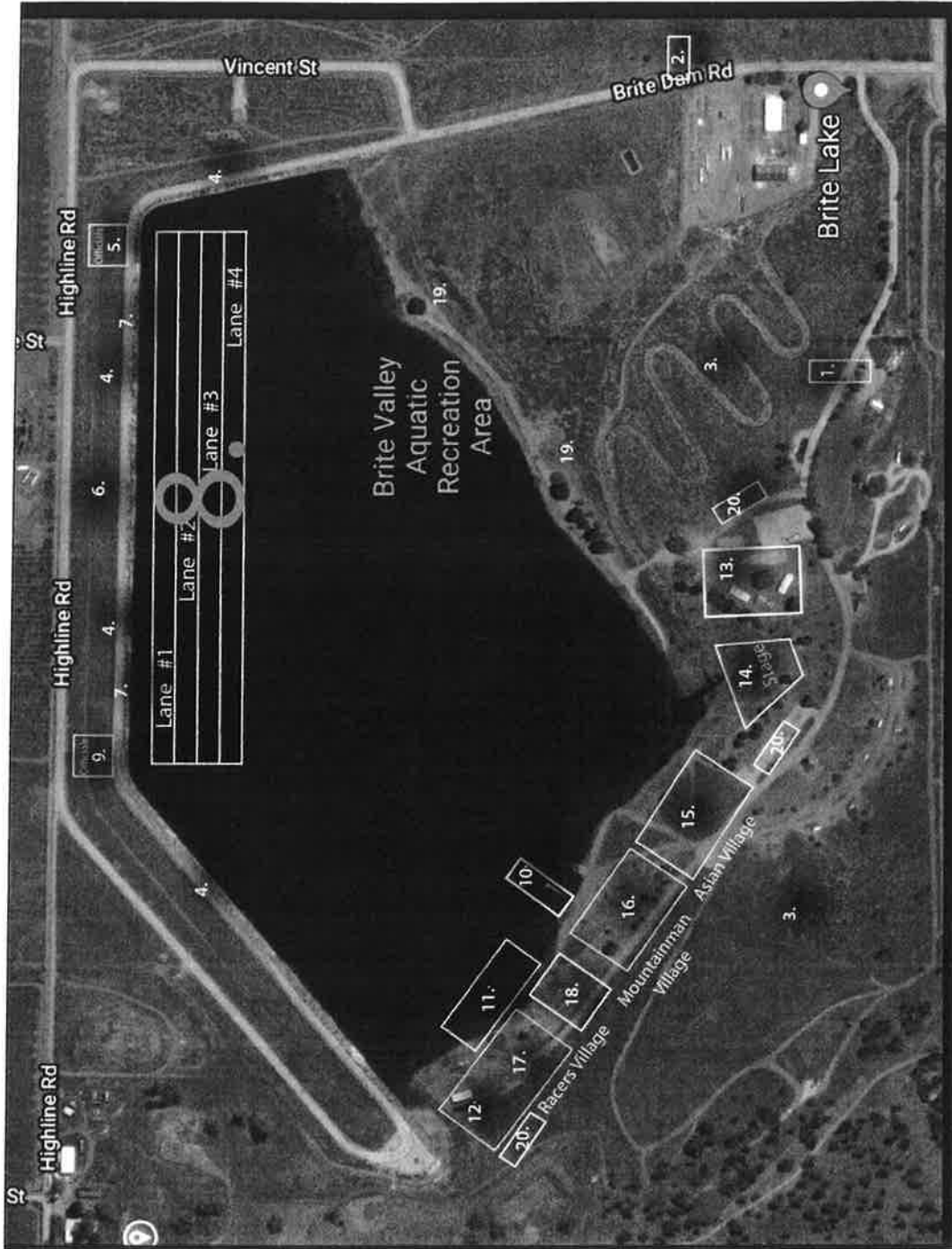
DOUBLE BOOTH: 200 Square feet – 10' x 20' = \$200 P.DAY = \$600

TRIPLE BOOTH: 300 Square feet – 10' x 30' = \$300 P.DAY = \$900

Limited availability for larger or sponsor booth space. Vendors will not be charged a percentage of booth income or any other related income fees. Donations to Kiwanis are accepted.

PHOTOS OF BRITE LAKE





- | | | |
|-----------------------------------|------------------------------|-----------------------------------|
| 1. VEHICLE ENTRANCE / GATE FEE | 8. 4 BOUYED RACE LANES | 15. ASIAN VILLAGE |
| 2. PEDESTRIAN ENTRANCE / GATE FEE | 9. START LINE CAMERA TOWER | 16. AMERICAN MOUNTAIN MAN VILLAGE |
| 3. PARKING | 10. LOADING DOCK | 17. INTERNATIONAL RACERS VILLAGE |
| 4. SPECTATOR WALK WAY | 11. BEACH LAUNCH AREA | 18. STAGE 2 |
| 5. FINISH LINE CAMERA TOWER | 12. RACERS REGISTRATION | 19. CAMPING AREA |
| 6. SPECTATOR BLEACHERS | 13. FOOD VENDORS & PAVILLION | 20. PORTA POTTYS |
| 7. ROCKS | 14. MAIN STAGE 1 | |

SPONSORSHIPS

The Tehachapi Paddle Race Festival (“the Festival”) is initially being funded by ***Kiwanis Club of Tehachapi*** with assistance from ***Kiwanis International***. This only represents approximately 30% of the overall proposed budget for the festival. Because this is an extraordinary special event and promotional opportunity that serves the needs of children and our community as well as a multi-cultural group of participants, the Festival is offering select sponsors many exclusive benefits. It will allow you as a sponsor to advertise and promote your business as well as contribute to a non-profit organization that makes children’s lives better locally and around the world.

As a sponsor it will provide you a vehicle to target some of the most desirable demographic groups in the country, young millennial families, the Asian community, the Hispanic communities and the affluent general market. It is a chance to strategically maximize impressions with cost efficient exposure to these market groups. Also, the goodwill perceived by these communities by sponsoring this event will demonstrate that you have an interest and recognize these cultures and their humanitarian efforts to make children’s lives better. This will become more valuable than dollars.

A private area will be set up at the festival with special seating for sponsors and their guests. For an additional cost VIP observation barges and party boats are available. All sponsors will receive special invitational seats at the Bear Valley Country Club Awards Banquet and Closing Ceremony.

All participating sponsors this first year will receive preferential consideration for next year and all future festival dates. The many VIP privileges offered will assure sponsors prime positioning with one of the most exciting annual multi-cultural events in Kern County.

For more details and a sponsor presentation please call Kiwanis Club of Tehachapi, Ron Gaiser / President or, Michelle Williamson / Board of Directors at (661) 823-4848.

SPONSOR PACKAGES

PRESENTING / ANCHOR SPONSOR – (PLATINUM PACKAGE) \$ 15,000

This is the ultimate sponsor package. It provides identification as the “Presenting” sponsor in all the festivals advertising and promotions. Automatic license for one year from the date of the event to use *The Tehachapi Paddle Race Festival* logo on your merchandising and promotional materials as our “Presenting Sponsor.” Individual sponsor booth space on festival site. Full VIP privileges and all other benefits offered in all sponsor packages with additional customization agreed upon.

ASSOCIATE SPONSOR – (GOLD PACKAGE) \$ 10,000

Some television exposure. Some radio exposure. Full exposure in all print media. An associate sponsor will be a sole presenter of a specific sector of the festival with high visibility in that area. Available areas include: the main stage, secondary stage, International Food Village, International Racers Village, Mountain Man Village, Asian Village, The Charity Beer & Wine Garden and The Children’s Play land, plus signage opportunities throughout the festival.

FEATURED SPONSOR – (SILVER PACKAGE) \$ 5,000

Some radio. Full exposure in all print media. One sector area as sole presenter. Signage in three locations of the festival. VIP privileges. Limited guest passes.

EXHIBITING SPONSOR – (BRONZE PACKAGE) \$ 2,500

Exhibiting sponsors will receive individual booth space as needed at the festival site. Full print exposure. Some signage. VIP privileges. Other benefits as available.

IN-KIND SPONSOR – (CASH / BARTER) \$ 1,500

The Festival needs various items which sponsors can provide as in-kind contributions to the Festivals operations, staff and volunteers. Logo identification in most print. Some signage. These items should be valued at least \$1,500 or more. Some examples of in-kind sponsorship include: Water, domestic air or ground travel, hotel (RFB) hospitality, food services, printing, advertising and promotion, merchandise and more. Tailor made packages will be negotiated based on items needed and provided.

ADVERTISING SCHEDULE

Festival posters and flyers will be distributed within the local and strategically targeted ADI areas. The following media companies are being considered for an advertising or promotional relationship with the festival.

TELEVISION

KBAK –TV
KBFX-TV
KERO-TV 23
KGET-TV 17
KUVI-45
KABE-TV 39
KBTF-TV 31

RADIO

KIWI
KPSL
KCHJ
KAXL
KWAK
KVPR
KPRX
KUZZ

NEWSPAPERS & MAGAZINES

THE TEHACHAPI NEWS
THE LOOP NEWSPAPER
THE BAKERSFIELD CALIFORNIAN
THE DAILY REPORT
KERN COUNTY FAMILY MAGAZINE
BAKERSFIELD LIFESTYLE
THE FENCE POST
THE CUB (BEAR VALLEY SPRINGS)
THE ANTELOPE VALLEY PRESS
SANTA CLARITA SIGNAL
ALL COMMUNITY SERVICES PRINT AND ONLINE

SOCIAL MEDIA AND INTERNET

MARKETING & PUBLIC RELATIONS

The Tehachapi Paddle Race Festival will have a broad-based appeal to a wide demographic covering all age groups. The Festival will provide sponsors and participants with unparalleled market access to highly targeted diverse communities with the message they want to convey. Though the primary target is young millennial families, Hispanic and Asians. The general market will be heavily targeted for its interest in, and novelty of the Festival.

Our audience will be reached through an aggressive advertising and promotional campaign in Tehachapi, Bakersfield, Lancaster, Palmdale and many surrounding areas. It will involve all major media (TV, radio, newspapers, magazines, posters, flyers, billboards, press conferences, civic organization presentations and more.) It will also include promoting Paddle racing to student and team recruiting at various schools and Universities along with grass roots publicity going out to the targeted primary demographics.

TEHACHAPI MARKET

Located at an elevation of 4,000 feet at the base of Tehachapi Mountain, the refreshing Alpine meadow lifestyle of Tehachapi has made it a jewel of Kern County. This prime geographic location has become a tourist destination for Southern California and a hot spot for new and expanding businesses. With its award winning wineries, apple and cherry orchards, mountain bike trails, the Tehachapi Loop an engineering marvel that attracts visitors from around the world, unusual nearby attractions, and a four season climate, it appeals to many tastes and ethnic groups. It has easy access to larger surrounding markets, major transportation hubs and a booming green energy and space industry. Tehachapi has its own unique style of Americana yet feels like a small town community. Its new \$127 million hospital serves a regional population of 38,179 people with a median age of 37 years, 37.3 for males and 37.9 for females and is home to many growing young families. It even includes a healthy robust retirement sector who love the great outdoors and a quality lifestyle.

BAKERSFIELD MARKET

Only 35 minutes away down state route 58 to the northwest, the largest metropolitan city in Kern County with all its amenities of a big city lies Bakersfield at the southern-most tip of the Central Valley. Known for its agriculture and oil business it has a population of 376,380 people. Due to its diminished air quality and hot summers the occupants are continually looking for reasons to come to Tehachapi where the sky blue the air is clean and the climate is cooler.

LANCASTER MARKET

On the opposite side of the mountain east on State Route 58 and south on State Route 14 lies Lancaster, a shopping and dining mecca to many in the Antelope Valley. With a population of 159,651 people the median age is 32 years 12% lower than the California average. It has a median income of \$47,648 and its demographics are made up of 49% White, 28% Hispanic/Latin, 20% African-American and 5% Asian. It is known for its Joshua trees, the only place in the world that they grow and is home to Edwards Air Force Base and a thriving Aerospace industry in the Mojave Desert.

PALMDALE MARKET

Right next door to Lancaster Palmdale is emerging as a rapidly growing and thriving community of more than 158,605 residents. Companies like Boeing, Northrop Grumman, and Lockheed Martin own facilities in this city. Its accelerating market makes it one of the fastest-growing cities in America. In 2017 household income was upper-middle class with an average household income of \$73,482 and demographics of 60% Hispanic/Latino, 23% White, 10% African-American and 5% Asian. Palmdale residents enjoy a strong family orientation, excellent education system and abundant recreational opportunities in a safe environment.

GENERAL MARKET & SURROUNDING AREAS

Further south the Greater Los Angeles metropolitan area includes: the San Fernando Valley, and the cities of Pasadena, San Bernardino, the South Bay and Santa Monica areas. Boasting over four million people it is virtually the melting pot of America with every ethnic group thriving in a multi-cultural environment and economy. Many of these people continually head north for weekend adventures and new cultural experiences. Tehachapi is exactly the kind of out of the way small town America they seek to discover new ways of life and a celebration of California points of interest. ***The Tehachapi Paddle Race Festival*** perfectly appeals to these targeted ADI markets and will attract a diversified multi-cultural audience for good family fun.

PROMOTIONAL OPPORTUNITIES

The Tehachapi Paddle Race Festival in cooperation with our media relations provides the following special promotion opportunities custom tailored to help maximize our sponsors and vendor marketing objectives.

These promotional opportunities will take the following form;

1. Sweepstakes and contests.
2. Retail coupons and rebates.
3. Cross Promotion tie-ins.
4. Non-profit cause related fundraising.
5. Merchandise premium promotions.

Promotion objectives and benefits to sponsors:

- To broaden and enhance the exposure that a sponsor receives from its involvement in the advertising campaign on television, radio and print.
- To increase purchase of a sponsor's products through retail instore promotions which exposes customers to obtain information on sweepstakes and contests for the festival.
- To increase corporate product and service image by being associated with this non-profit humanitarian event.
- Promote good will through public relations exposure by contributing to charitable organizations and worthy causes such as kids and playgrounds.
- To license and utilize Festival and sponsor merchandise, services as promotional premiums.

KIWANIS INTERNATIONAL & LANDSCAPE STRUCTURES PLAYGROUND BUILDING PROGRAM

Landscape Structures (LSI), joined Kiwanis International in 2013 as a vision partner to communities across the globe. Kiwanis aligns with partners possessing a shared mission to preserve the trust of members and their communities.

Since 1971, Landscape Structures has been committed to enhancing children's lives while honoring the environment. Landscape Structures recognizes that playtime shapes children into better adults – that's why the company creates innovative playground equipment to inspire children to grow strong bodies and minds, so their future remains bright. To ensure a better tomorrow, the company is sensitive to the environment through manufacturing practices that minimize the impact on the earth. LSI's goal from day one has been to foster healthy children playing in healthy communities – year after year, generation after generation.

Kiwanis clubs around the world feel comfortable knowing (LSI) has their best interests at heart. With more than 150 sales representatives, Kiwanis members know their service needs will be met from the smallest to the largest concerns. Clubs can be proud to know the beautiful playground they help build will be a major legacy centerpiece in the community, illustrating how powerful a signature project can be. LSI has created the ***Planning Playground Guide*** to help Kiwanis clubs envision, analyze, design, install and take pride in their very own community playground. The exclusive playground designs created for Kiwanis International are accessible at playlsi.com/Kiwanis and along with the following photos;



EXECUTIVE PRODUCER / RON GAISER

Mr. Gaiser has been an entertainment media and restaurant entrepreneur for more than 30 years as well as a philanthropist and author. His extensive background in theater, television, film, music and special events also gives him a unique quality and expertise in creating projects of this stature. "By putting the best people together with an exciting idea or concept you insure creative and financial success," he says.

Prior to forming Gaiser Entertainment he was a principal of Media House International, Inc. a television marketing and distributing company. Later he started his own company ***Fast Forward Television and Radio***, a successful Hollywood production company engaged in writing, producing and directing, commercials, corporate films and TV shows. He created and produced the national TV show "Person to Person Magazine" with Emmy award winning host Jean Carol that reached more than 40 million viewers in prime time on the Lifetime Cable Network.

As a television executive Mr. Gaiser has worked with various television stations and advertising agencies. While at North American Television Corp., the largest Asian television station in the United States, he acquired and serviced such major accounts as; AT&T, MCI, Northwest Airlines, Singapore Airlines, Sprint, Honda, Caesars Entertainment, The Riviera Hotel & Casino, The Desert Hot Springs Hotel & Spa. He wrote, produced and directed many of their commercials.

After his successes in television, he was asked to be an equity share holder in several restaurant chains. He helped raise \$30 million for a chain of fine dining restaurants called "***Pappashon.***" Upon their success in raising funds the chain opened five restaurants and for two years running Elmer Dill, the number one food critic in Los Angeles, hailed them as the best restaurant in Southern California.

He joined ***Integral Foods*** as an equity shareholder and again helped raise \$20 million to start a chain of healthy fast food restaurants called ***Topz***, opening ten restaurants in California. He was then asked to join a company to develop and open new markets in the state of Texas for ***Carl's Jr. Restaurants***.

Mr. Gaiser attended U.C.L.A School of Fine Arts, majoring in Music & Theater Arts. He has lectured and taught classes in television marketing and video production. He is a Songwriter / performer and member of the American Society of Composers, Arrangers & Publishers (ASCAP), The Writers Guild of America (WGA), and The Producers Guild of America (PGA).

He currently resides with his wife Ilona, a Master Chef and Restaurant owner on their ranch in Tehachapi, California. He continues to write songs, novels, poetry, creative ideas and is looking to produce one of his novels penned with his wife, "***Victims of the Lillie's***," for episodic television.

GAISER ENTERTAINMENT

Gaiser Entertainment (GE), originally based in Hollywood, California, has produced television, film, theater, concerts, and special events for more than 30 years. Mr. Gaiser is the Owner / CEO of the company and has homes in Tehachapi, California and Houston, Texas.

With his partners in *Broadway on Sunset*, a musical incubator production company in Hollywood California, they wrote, workshoped and produced 11 musicals launching several on national tours - with some heading for Broadway productions. Gaiser Entertainment presently is raising funds to produce the Broadway Musical, *Fun With Dick & Jane*, a twice successful motion picture produced by Sony/ Columbia Pictures and written by Mr. Gaisers father Gerald Gaiser in 1974 with Jane Fonda and George Segal, then the successful remake with Jim Carey and Tia Leone in 2005.

Gaiser Entertainment continues to create, produce and perform projects for live stage events; and television including; Rock-N-Roll at the Harbor, The Camarillo Street Festival, AmerAsian Festival, Diamond Square Food & Gift Show, Lantern Night and A Christmas Faire.

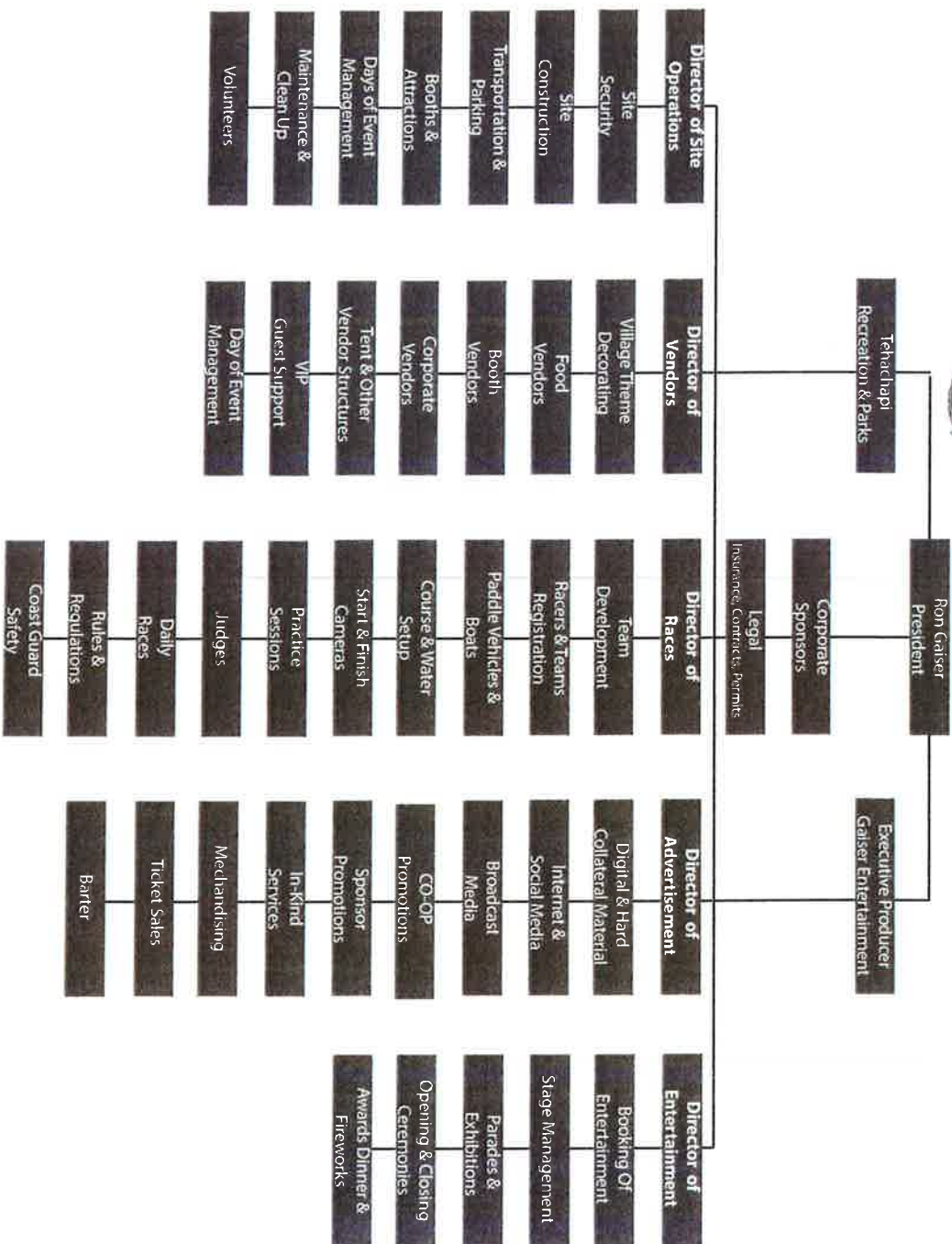
The company's most notable and successful aquatic special events in the past have been "*The Los Angeles International Dragon Boat Festival*" held in San Dimas, at Puddington Reservoir Raging Waters, from which Good Morning America televised their show at the event. The company produced "*The Lake Tahoe International Dragon Boat Festival*" held at Zephyr Cove, South Lake Tahoe, the largest event to take place in Lake Tahoe, second only to the 1964 Winter Olympics at Squaw Valley.

Both of these events were well attended and nationally televised. His major sponsors were AT&T, Sprint, CocaCola, McDonalds, Subway, Lake Tahoe Visitors Authority, Caesars Entertainment, Harrah's, KTSF channel 26, International Channel 18, KRLTFM Radio, TAWA 99 Ranch Markets, China News, and many more.

Mr. Gaiser's executive producer talents for bringing the right people together, for the right creative project, at the right time, assures this Festival will be another success. Gaiser Entertainment would like it to be a win-win for all and become The Kiwanis Club of Tehachapi's annual "Signature Event" and their number one creative fund raiser for kids and the community.



Kiwanis Club of Tehachapi



KIWANIS PADDLE RACE FESTIVAL 2020

COMMITTEES

DIRECTOR OF SITE OPERATIONS

ANNETTE SHEPHERD /CHRM.

310-9770858

Will be in charge of all site layout, construction, staff, personnel and days-of-event operations. Report to Executive Producer.

Primary goal: Create a fun, entertaining, safe and compliant site layout for attendants together with Kiwanis, and the assistance of Tehachapi Valley Recreation & Parks District (TVRPD).

DIRECTOR OF VENDORS

DON BOWMAN /CHRM.

661-822-5516

Will be in charge of all food, arts & craft, sponsor and special exhibit vendors for festival. Report to Executive Producer / Ron Gaiser-Gaiser Entertainment.

Primary goal: To solicit and acquire vendors compatible to the three themes of each village area ie... Asian, Mountain Man and international. Make sure all vendors register and comply with city and county permits and health requirements for booths, tents, kiosks and trucks.

DIRECTOR OF RACES

TINA CUNNINGHAM /CHRM.

661-822-4515

Will be in charge of all racers, race teams, paddle vehicles, course, water safety, judges, rules & regulations. Report to Executive Producer / Ron Gaiser.

Primary goal: To hold fun, entertaining and safe paddle races at the festival for kids of all ages. Develop racers and race teams for kids and adults. Solicit racers through schools, universities, civic organizations, dragon boat festivals, aquatic sports groups, paddle groups, Kiwanis and other clubs, and the general public at large.

DIRECTOR OF ADVERTISING & PROMOTION

MICHELL WILLIAMSON /CHRM.

661-319-4040

Will be in charge of all sponsors, sponsorship promotions and packages, festival advertising, PR and media. Report to Executive Producer / Ron Gaiser-Gaiser Entertainment.

Primary goal: To make presentations and acquire anchor sponsors. Fund the festival through sponsorship proposal solicitation. Handle all sponsor advertising and promotional package benefits. Coordinate all internet, social media, advertising and promotion for festival.

DIRECTOR OF ENTERTAINMENT

BILL BETTIS/ CHRM.

805-368-1185

Will be in charge of all live performances and performers, schedules, stages, equipment (Sound, lights, mics, speakers, p.a. systems etc.) at the festival including the opening and closing ceremonies. Report to Executive Producer.

Primary goal: To acquire fun and exciting entertainment during the festival for the entire family compatible to the themes of the three villages. To make sure the entertainers and audience has all the elements they need to enjoy the performances.

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this "Agreement") is made this 22nd day of January, 2019, by and between the TEHACHAPI VALLEY RECREATION AND PARK DISTRICT, a California recreation and parks district, hereinafter referred to as "District," and THE KIWANIS CLUB OF TEHACHAPI, a California corporation, hereinafter referred to as "Licensee," who agree and contract in Tehachapi, California, as described below. District and Licensee are referred to singularly as a "party" on a generic basis and collectively as the "parties."

WITNESSETH:

WHEREAS, District is the Operating Manager of record of that certain property commonly referred to as "Brite Lake", as legally described in Exhibit "A" attached hereto and incorporated herein by reference (the "Premises"); and

WHEREAS, Licensee wishes to use the Premises to conduct ***The Tehachapi Paddle Race Festival*** for their annual 'Signature Event' (collectively the "TPRF"); and

WHEREAS, District is agreeable to granting to Licensee a revocable and non-exclusive license to conduct the TPRF at the Premises, together with the right to enter upon and have use of the Premises, under the following terms and conditions (collectively the "License").

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth hereinafter, the parties agree as follows:

1. LICENSE. District hereby grants to Licensee, and Licensee hereby accepts from District, the License upon all of the conditions, covenants, provisions and terms of this Agreement. The parties understand and agree that the relationship created by this instrument is not one of landlord and tenant, principal and agent, or owner and contractor. The parties agree that this instrument is merely for the purpose of granting Licensee the License to use the Premises for the purpose of conducting the TPRF and such activities related and incidental thereto. All rights granted to Licensee under this Agreement are subject to District's rights of access and use of the Premises, and also subject to all existing conditions, covenants, restrictions, easements and other encumbrances that may affect that the use and enjoyment of the Premises, whether or not of record.

2. TERM. The term of this Agreement and the License granted hereunder (the "Term") shall be from June 26, 2019 to June 28, 2020, unless earlier terminated pursuant to this Agreement, after which the Term shall immediately expire without any further action from the parties other than what is required under the provisions and terms of this Agreement. The hours of use shall be from 7:00 a.m. to 11:00 p.m. each day.

3. FEE. A fee shall be charged by District to Licensee for the issuance of the License (the "Fee"). The Fee shall include: (i) a rental fee of Five Hundred Dollars and No Cents (\$500.00); and, (ii) any legal fees incurred by District, not to exceed Four Hundred Dollars and No Cents (\$400 .00), for review of this Agreement, insurance requirements and pertinent documents. The Fee shall be paid to the District concurrently with the execution and delivery of this Agreement.

4. INSURANCE.

(A) Licensee shall purchase and maintain in force during the Term any extensions thereof for the Premises general liability insurance in an amount not less than One Million Dollars and No Cents (\$1,000,000.00) per occurrence with the following coverages and extensions of coverage:

(1) Bodily injury, including death resulting therefrom, and property damage liability resulting from Licensee's activities upon the Premises;

(2) Bodily injury including death resulting there from, and property damage arising out of operations performed for Licensee by its agents, employees and independent contractors;

(3) Bodily injury, including death resulting therefrom, and property damage occurring to persons or property located off the Premises but arising out of the activities conducted under this Agreement.

(4) Non-owned automobile liability for on-Premises and off-Premises activity;

(5) Coverage for all loading or unloading of vehicles on-Premises and off-Premises to the extent that said off-Premises loading is related to the activities to be conducted under this license;

(6) For bodily injury, including death resulting therefrom, and property damage for all employees, volunteers, or other persons performing services for the Licensee and to the spouses, children, parents, brothers or sisters of said employees, volunteers, or other persons performing services for the Licensee;

(7) Contractual coverage for Licensee's obligations under this agreement including but not limited to the obligation to indemnify District as set forth in Section 5;

(8) Liquor legal liability and host liquor liability;

(9) Hazard liability and completed operations hazard liability.

(B) At all times during the Term of this Agreement, Licensee shall carry Worker's Compensation insurance as required by the laws of the State of California.

(C) All insurance policies of Licensee shall include the District and all of its agents, officers, directors, employees, representatives, and District volunteers as additional insured,

(D) All insurance policies of Licensee shall be issued by an insurance company authorized to do business in the State of California and shall be approved by District.

(E) Said insurance shall be primary coverage insurance and no insurance of District shall be called upon to contribute to a loss under the limits of Licensee's insurance.

(F) Said insurance shall not be subject to cancellation or coverage reduction without fifteen (15) days prior written notice to District.

(G) Licensee shall provide District on or before June 1, 2020 with a duly certificated Certificate of Insurance or Certificates of Insurance evidencing that the policy or policies have been issued and are effective and comply with the requirements of this Article 4. Licensee shall further provide District on or before June 1, 2020, with a facsimile of said insurance policy or policies.

(G) Licensee shall require all concessionaires to have a comprehensive general public liability insurance policy in an amount not less than One Million Dollars and No Cents (\$1,000,000.00) per occurrence covering their activities at the Premises during the Term or otherwise related to the TPRF. Said policy or policies must have a rating A: VII from the most recent A.M. Best Key Rating guide. Concessionaire shall provide District with a certificate of insurance reflecting that the foregoing coverage is in full force and effect and endorsements to their insurance policies naming District and its Directors, Officers, Employees and Agents as additional insured and agreeing to notify District at least thirty (30) days in advance of any cancellations of the insurance policy or reduction in its coverage and describing the coverage as primary to any insurance maintained by District. District also retains the right to request a copy of any insurance policy including the declarations page and all exclusions and endorsements for review. All of the foregoing shall be subject to District's review and approval. If any concessionaire does not have such insurance, Licensee shall prohibit said concessionaire from operating at the Premises.

(H) In the event of cancellation of any of the insurance described herein, or any portion of said insurance, Licensee shall immediately cease all operations under this Agreement and vacate the Premises. The District's Manager shall have the right to terminate operations in the event licensee fails or refuses to do so.

5. INDEMNIFICATION. Licensee shall indemnify, hold harmless and defend District and its officers, agents, directors, and employees, from any and all claims, demands, suits, judgments, liability, damages, costs, and expenses, including reasonable attorney's fees, arising in any manner out of this Agreement, Licensee's use of the Premises, or occasioned by the performance or attempted performance of the Licensee including but not limited to any act or omission to act on the part of Licensee or its agents, employees, volunteers, or contractors. District may participate in the defense of any claim or suit without relieving Licensee of any duty, obligation and responsibility herein. Licensee's duties, obligations and responsibilities under this Section 5 shall not be limited by any insurance coverage under Section 4.

6. OBLIGATIONS OF LICENSEE. In addition to all other requirements set forth in this Agreement to be performed by Licensee, Licensee, at its sole cost and expense, shall:

(A) Provide sufficient security personnel at the Premises and the areas immediate (adjacent to the Premises throughout the term of this Agreement and to the satisfaction of the District's Manager. Said security personnel shall be adequate to police the activities of all participants in and visitors to Licensee's activities at the Premises and the areas immediately adjacent thereto during the Term of this Agreement.

(B) Furnish such personnel as are necessary to control and direct parking, give traffic directions, and provide crowd control in the manner and to the satisfaction of the District's Manager. Licensee shall furnish, at its own expense, such crowd control barriers as are necessary for the safety of the public;

(C) Provide all necessary sanitary facilities to accommodate the expected crowds throughout the Term of this agreement and provide adequate medical facilities including, but not limited to an ambulance and first aid facilities throughout the term of this agreement;

(D) Obtain all licenses, permits, and other authorizations required by applicable agencies, promptly pay and discharge all lawful taxes and assessments which may be levied by any federal, state, county or other tax levying body or any taxable interest of Licensee as well as all taxes and assessments on taxable personal property of whatever nature owned by Licensee and located on the Premises, and promptly pay all excise, license, sales , and permit fees of whatever nature applicable to the operation of Licensee's business;

(E) Ensure that adequate and proper access for operators, concessionaires, visitors, participants, and emergency vehicles to the Premises be provided and maintained at all times during the term of this Agreement. Further, Licensee shall set aside, identify by appropriate signage, and keep clear for use a passenger loading area at the Premises equal in length to at least two regulation automobile parking spaces situated side-by-side to be used exclusively for the loading and unloading of persons with restricted mobility including the handicapped , elderly, and infirm; and

(F) Be responsible for and perform all repair and maintenance of all areas of the Premises impacted Licensee's activities, including, without limitation, the mitigation of soil compaction and irrigation, plumbing, electrical and /or structural repairs under this Agreement and be responsible for and perform all clean up and removal of any and all trash, debris, barricades, concession stands, signs, and all such other items arising out of Licensee's activities under this Agreement and Licensee shall restore the area to the condition existing immediately prior to the commencement of Licensee's activities under this Agreement. Said clean up, repair and maintenance shall be conducted and completed pursuant to the requirements of Article 10 set forth hereinafter.

(G) Provide the District and/or its affiliate, the Tehachapi Parks Foundation, with a predetermined vender site within the Premises for the duration of the Term at no cost.

7. NO WARRANTIES. Licensee accepts the License and the Premises based on their own independent investigation of the suitability of the Premises for Licensee's purposes and not based on any express oral or written representation of the District. District makes no warranty or representations as to the condition of the Premises or its use for Licensee's purposes. District shall not be responsible for any loss of or damage to any of Licensee's property or the property of any participants or of any exhibitors, concessionaires, officials, security personnel spectators, visitors, or other persons involved in any way in Licensee's activities. Licensee accepts the License and the Premises on an "AS IS"/"WITH ALL FAULTS"/"WHERE IS" basis.

8. ADVERTISING CONTENT AND PROMOTION. Licensee shall be solely responsible for promoting and advertising its events. Licensee shall not refer to Districts directors, officers, employees or volunteers in any advertising, in any manner whatsoever. All such promotion and advertising shall be at the sole expense of Licensee.

9. INCOME. Except as otherwise required herein, licensee shall be exclusively responsible for all concession and admission fee arrangements. All income generated thereby shall be the exclusive property of Licensee.

10. CLEAN UP AND DAMAGES. Prior to event setup the District shall facilitate a facility walk through with Licensee representatives in an effort to identify pre-existing damages and/or areas of concern. On or before June 1, 2020, Licensee shall deposit with District the sum of One Thousand Dollars and No Cents (\$1,000.00) representing a cleaning and damage deposit. If, in the sole opinion of District, Licensee fails to perform its obligations set forth hereinafter concerning clean up and repair of damages, District may, at its sole option, perform such clean up and repairs and deduct the cost thereof from the cleaning deposit. To the extent that any portion of the cleaning deposit remains after such work, the remaining amount shall be returned to Licensee. However, District will notify in writing to Licensee what clean up or damage has occurred and give Licensee the option to rectify such repairs within three (3) days after event. Clean up of the Premises shall be the responsibility of Licensee and shall be completed not later than 1:00 p.m. on Monday, June 29, 2020. In the event significant damages and/or unsatisfactory clean-up efforts are identified the District Manager will facilitate a post-event walk through with Licensee representatives. Licensee shall cause to be repaired at its own expense any and all damage to the Premises which damage has been caused by Licensee, its agents, employees, volunteers, concessionaires, contractors, security personnel, officials, participants, or by spectators or visitors at the Premises. Repairs shall be accomplished by Licensee no later than July 10, 2020, unless said repairs cannot reasonably be made within said period, in which case said repairs shall be completed within a reasonable time.

Failure by licensee to clean up or to make such repairs required under this Section 10 in a timely fashion shall constitute a breach of this Agreement. In the event of such failure, District, at its option, may perform clean up and make such repairs and deduct the cost thereof from the cleaning deposit to the extent that said deposit is sufficient to cover the costs, and if it is not, District may, at its sole option, charge Licensee the amount of said clean up and repairs in excess of the cleaning deposit.

11. SAFETY. Safety shall be the keynote of the activities carried on by Licensee under this Agreement and anyone, whether a representative of Licensee, a participant, concessionaire, contractor, security personnel, spectator or visitor or any other person at the Premises during the term of this Agreement deemed to be acting in a manner inappropriate with the requirement of safety to himself or herself or others shall be expelled from the Premises and barred from reentry. It shall be the duty of Licensee to ensure that safety will be observed at all times and Licensee shall take all steps necessary, including expulsion, in the event Licensee feels that safety is being compromised or violated. If, at any time, the District's Manager or, in the Manager's absence, the highest official representative of District listed in writing at the Premises is of the opinion that Licensee is not fulfilling its requirement hereunder, said Manager or other District personnel may stop certain activities of Licensee or, in the alternative, expel those individuals felt to be compromising safety. Other applicable law enforcement agencies shall have full authority to order such activities stopped or to direct correction of any unsafe condition or practice observed at the Premises,

12. NON-DISCRIMINATION. Licensee shall not discriminate against any person or class of person by reason of age, sex, race, color, creed, national origin, religion, ancestry, or disability in the use of the Premises including when administering all charges, admission fees and concession charges, which charges shall be administered on a fair, equal, and non-discriminatory basis to all persons. It shall be the safe responsibility of Licensee to administer all such fees and charges.

13. DISTRICT RULES. Licensee shall obey all rules and regulations promulgated by District and as amended from time to time. Said rules and regulations, (TVRPD Ordinance NO. 01 10, Section 8), are

on file with the District Manager and Licensee hereby acknowledges that it has read those rules and regulations and shall comply there with where applicable. Licensee shall further comply with any written directives of the District Manager or his designated representative during the term of the Agreement that are reasonable and have been agreed upon prior to event.

14. ORDERLY USE. Licensee's use of the Premises shall be orderly and peaceable and in strict compliance with and shall not be in violation of any applicable laws or ordinances.

15. TERMINATION. This license may be terminated by District or its Manager forthwith upon notice either oral or written and without liability for loss thereby incurred by Licensee or any concessionaire, participant, or other person or organization upon the occurrence of any of the following:

(A) The default by Licensee in the performance of any of the terms of this Agreement.

(B) The failure of Licensee to conduct its activities in a safe and orderly manner.

(C) The failure of Licensee to expel or otherwise restrict from the Premises any person or Person's acting in such a way as to compromise their safety or the safety of others;

(D) The assignment of this license in whole or in part without the express written consent of District. In the event Districts Manager terminates this Agreement, neither District, its agents, officers, directors, or employees shall be responsible or liable to Licensee or any third party for any loss or inconvenience resulting therefrom and Licensee shall indemnify District against any claims of loss or claims of inconvenience from others, including concessionaires and participants, as well as itself and its contractors, employees, volunteers, and representatives as long as termination was in compliance with a breach of this agreement.

16. NO ASSIGNMENT, DELEGATION, NOR SUBLICENSING. Licensee shall not, in whole or in part, assign or delegate this Agreement or enter into a sublicense agreement. Licensee may allow concessionaires to enter the Premises for the performance of functions and services within the scope of licensee's activities under this Agreement. To avoid uncontrolled vending of merchandise, only those concessionaires, exhibitors, and sales persons having the permission of Licensee will be allowed to sell to the public at the Premises. District reserves the right to assign, pledge, or hypothecate this license without the consent of Licensee should such assignment, pledging, or hypothecation become necessary in the financing or refinancing of District.

17. WAIVER. The failure of District to take appropriate action or to declare this license terminated for default by Licensee in any one or more of the terms, covenants or conditions of this Agreement shall not be considered nor construed as a waiver by District of such rights with regard to any continuing default or on any further or future default on the part of Licensee.

18. AMENDMENTS. No amendment to this Agreement shall become effective until set forth in writing executed by the authorized representatives of the parties hereto.

19. DISTRICT LICENSEE RELATIONS. Nothing in this Agreement shall be construed as establishing a partnership or joint venture relationship between District and Licensee nor shall Licensee for any purpose be considered an agent, officer or employee of District. This Agreement is intended by the parties to establish only a licensor-licensee relationship between said parties.

20. NOTICES. All notices herein provided to be given by either party to the other shall be deemed to have been fully given when made in writing where required elsewhere in this Agreement and deposited in the United States mail, registered, postage prepaid, and addressed as follows: to District: Michelle Vance, District Manager, Tehachapi Valley Recreation and Park District, P. O. Box 373, Tehachapi, California 93581; to Ron Gaiser, President, Kiwanis Club of Tehachapi, P.O. Box 436, Tehachapi, California 93581.

All notices not otherwise required to be in writing shall be deemed to have been fully given when communicated orally or otherwise to any person reasonably believed by the party giving notice to be a representative of the party receiving notice.

21. SURRENDER. Licensee covenants that on the last day of this Agreement or any extension of it, Licensee shall peaceably and quietly leave and surrender the Premises in as good a condition as received by Licensee, ordinary wear and tear excepted.

22. ARTICLE HEADINGS. The headings contained in each provision of this Agreement are for convenience in reference and are not intended to define, govern, limit, modify, or in any manner affect the scope, meaning, or intent of the provisions of this Agreement.

23. TIME OF ESSENCE. Concerning this Agreement and the performance of each and every provision contained in it, time is expressly made of the essence.

24. ORGANIZATIONAL AUTHORITY. Each individual executing this Agreement on behalf of Licensee and District represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of Licensee and District, and that this Agreement is binding upon Licensee and District in accordance with its terms. Licensee shall deliver to District by June 1, 2020, a certified copy of a Resolution of the Board of Directors of Licensee authorizing and ratifying the execution of this Agreement and this Agreement shall not commence until said Resolution has been duly filed with District.

25. CUMULATIVE REMEDIES. The remedies given to District in this Agreement shall not be exclusive but shall be cumulative and in addition to all other remedies now or hereafter allowed by law.

26. GOVERNING LAW; VENUE. This Agreement shall be governed by and be subject to and construed according to the laws of the State of California. This Agreement is entered into and to be performed in Kern County, California, and accordingly, the only proper venue for a resolution of a dispute under this Agreement shall be in the Kern County Superior Court, Metropolitan Division.

27. INVALIDITY. If any provisions in this Agreement is held by any court to be invalid, void, or unenforceable, the remaining provisions shall not be affected thereby and shall continue in full force and effect.

28. ATTORNEY FEES. Should any litigation be commenced between the parties to this Agreement concerning this Agreement or the rights and duties of either in relation thereto the prevailing party in such litigation shall be entitled, in addition to such other relief as may be granted in the litigation, to a reasonable sum as and for its attorney fees in the litigation which shall be determined by the court in such litigation or in a separate action brought for that purpose.

29. SIGNS. Licensee shall not construct or place or permit to be constructed or placed any signs, awnings, marquees, or other structures upon the Premises without the prior written consent of the

District Manager as exercised in his or her reasonable discretion. With the exception of already provided event elements listed on the site map and prior proposals.

30: ENTIRE AGREEMENT. This license contains all the agreements of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective.

31. INTERPRETATION. The parties hereto agree that this Agreement accurately reflects the agreement of the parties and any interpretation of a provision or provisions of this Agreement shall be made without regard to which of the parties drafted this Agreement and shall not create a rebuttable presumption against the party who drafted same.

32. NON-LIABILITY OF PUBLIC OFFICIALS AND EMPLOYEES. No member, official, employee, or director of District or Licensee shall be personally Liable to Licensee or District in the event of any default by District or Licensee in the performance of any obligation under the terms of this Agreement.

[SIGNATURES ON THE NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first herein above written.

KIWANIS CLUB OF TEHACHAPI, "Licensee"

BY: _____.

President / Chairperson, Board of Directors

BY: _____.

Secretary, Board of Directors

TEHACHAPI VALLEY RECREATION AND PARK DISTRICT, "District"

BY: _____.

Chairperson, Board of Directors

BY: _____.

Clerk of the Board of Directors

EXHIBIT "A"

Legal Description of the Premises

[TO BE COMPLETED]

**THE BOARD OF DIRECTORS OF THE
TEHACHAPI VALLEY RECREATION AND PARK DISTRICT**

IN THE MATTER OF

**APPROVING THE 2020 AGREEMENT BETWEEN TEHACHAPI VALLEY
RECREATION AND PARK DISTRICT AND THE KIWANIS CLUB OF TEHACHAPI**

I, Carrie Champlin, Clerk of the Board of Directors of the Tehachapi Valley Recreation and Park District, of the County of Kern, State of California, so hereby certify that the following resolution proposed by Director _____ and seconded by Director _____ was duly passed and adopted by said Board of Directors at an official meeting thereof this 22nd day of January 2019 by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Clerk of the Board of Directors
of the Tehachapi Valley Recreation
and Park District

RESOLUTION NO. 1-19

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE TEHACHAPI VALLEY
RECREATION AND PARK DISTRICT APPROVING THE 2020 AGREEMENT
BETWEEN TEHACHAPI VALLEY RECREATION AND PARK DISTRICT AND THE
KIWANIS CLUB OF TEHACHAPI**

WHEREAS, District is the operating manager of record of certain real property located in the County of Kern and commonly known as Brite Lake.

WHEREAS, District operates Brite Lake (collectively referred to as the "Premises");

WHEREAS, The Kiwanis Club of Tehachapi operates the Tehachapi Paddle Boat Race Festival event June 26, 27, and 28, 2020;

WHEREAS, The Kiwanis Club of Tehachapi desires to lease from District, and District is willing to lease to The Kiwanis Club of Tehachapi, the Premises on the terms stated herein; and,

NOW, THEREFORE BE IT RESOLVED THAT in consideration of the mutual covenants and conditions set forth herein, the parties agree to the conditions of the agreement set forth herein;

AND BE IT FINALLY RESOLVED THAT the Board of Directors approves the 2020 agreement between Tehachapi Valley Recreation and Park District and The Kiwanis Club of Tehachapi.

CS CONSTRUCTION

13049 Lynn Christi
BAKERSFIELD, CA 93314
CA. License # 953506
DIR # 1000002095
(661) 978-9748 Cell
(661) 589-8730 Fax

Re: BRITE LAKE PARK

QUOTE:

- 1) DEMO EXISTING EQUIPMENT AND WOOD CURBING
- 2) EXCAVATE AREA 2160 SQ FT X 12" (SPREAD SPOILS ON SITE
- 3) INSTALL GT PLAY STRUCTURE PER DRAWING
- 4) PROVIDE AND INSTALL GEOTEXTILE FABRIC
- 5) PROVIDE AND INSTALL WOOD CHIPS

***** EQUIPMENT SUPPLIED BY OTHERS

***** PERMITS BY OTHERS

***** NOT RESPONSIBLE FOR ANY UNDER GROUND UTILITIES THAT ARE NOT MARKED

***** QUOTE VALID FOR 30 DAYS

***** PREVAILING WAGE

***** TEMPORARY FENCING BY OTHERS

***** ANY INSURANCE REQUIRING IN EXCESS OF \$1M /\$2M PER OCCURRENCE, SPECIAL INSURANCE COVERAGE OR WORDING
WILL BE AT AN ADDITIONAL CHARGE

\$22103.00
CHRIS AMICK

1/9/2019

ACCEPTANCE OF PROPOSAL _____ DATE _____

**PROPOSAL**

01/12/19

CUSTOMER:	GREAT WESTERN PARK AND PLAYGROUND	PHONE NO.:	
CONTACT:	TYLER KYRIOPOULOS	ALT. PHONE NO.:	
PROJECT:	BRITE LAKE PARK	FAX NO.:	
LOCATION:	BAKERSFIELD	E-MAIL:	TYLER@GWPARK.COM
DESCRIPTION: SITE WORK AND PG INSTALL			

DEMO PLAYGROUND

REMOVE PLAYGROUND
REMOVE EXISTING EWF

GRADING

EXCAVATE 2,160 SF AREA AT 12' AND LOSE SOILS ON SITE

PLAYGROUND INSTALLATION

INSTALL CUSTOMER PROVIDED PLAYGROUND (GAMETIME)

SURFACING

PROVIDE AND INSTALL SURFACING

EXCLUDES:

PLAYGROUND EQUIPMENT
PERMITS
DRAINAGE

TOTAL COST:	\$ 25,306.00
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PAYMENT TERM(S): 100% UPON COMPLETION OF INSTALLATION (15 DAYS NET, MAXIMUM)

WE ARE PLEASED TO PROVIDE YOU WITH THIS PROPOSAL FOR YOUR CONSIDERATION. **THIS INSTALLATION PROPOSAL IS VALID FOR SIXTY (60) DAYS. PRICING IS BASED UPON THE INSTALLATION OF THE ITEM(S) CONTAINED HEREIN, AND MAY BE SUBJECT TO CHANGE IF ITEMS ARE ADDED, CHANGED OR REMOVED FROM THIS OR ANY CORRESPONDING PROPOSALS.** LABOR IS QUOTED AT NON PREVAILING WAGE RATES WITHOUT CERTIFIED PAYROLL AND DURING STANDARD WORKING HOURS, UNLESS OTHERWISE NOTED; STANDARD WORKING HOURS ARE MONDAY THRU FRIDAY, 7:00 AM TO 4:00 PM. IF WORK OUTSIDE OF THE STANDARD HOURS, OR PREVAILING WAGES AND CERTIFIED PAYROLL ARE A REQUIREMENT OF THIS PROJECT, CHILDS PLAY MUST BE NOTIFIED IMMEDIATELY (PRIOR TO THE ACCEPTANCE OF THIS PROPOSAL), SO THAT VERBIAGE AND PRICING CAN BE MODIFIED ACCORDINGLY.

BY SIGNING THIS PROPOSAL YOU AGREE THAT THE PRICE(S), SPECIFICATIONS AND CONDITIONS ABOVE ARE SATISFACTORY AND ARE HEREBY ACCEPTED. ANY ALTERATIONS OR DEVIATIONS MAY CONSTITUTE A CHANGE ORDER, AND WILL ONLY BE EXECUTED UPON WRITTEN AGREEMENT BY CHILDS PLAY AND CUSTOMER/REPRESENTATIVE.

ACCEPTED BY: _____ DATE: _____

REQUESTED INSTALLATION DATE(S): _____

PLEASE SUBMIT A SIGNED COPY OF THIS PROPOSAL AS YOUR ORDER. THANK YOU!

CHILDS PLAY

1852 LANGLEY AVE
IRVINE CA 92614
TF.888.852.2216
O.714.644.8272
F.714.754.4155
CSLB NO. 741617



QUOTE
#96976

01/11/2019

Brite Lake Park 2019

Tehachapi Valley Recreation and Park District
Attn: Carrie Champlin
490 West D Street
Tehachapi, CA 93561
Phone: 661-822-3228 Ext. 3
c.champlin@tvrpd.org

Project #: P68550
Ship To Zip: 93581

Quantity	Part #	Description	Unit Price	Amount
1	INSTALL	Great Western Recreation - Demo and Install - <i>Demo existing equipment and wood curbing excavate are 2160 SF to 12" depth install GT play structure per drawing provide and install geotextile fabric provide and install wood chips</i> <i>equipment supplied by others permits by others not responsible for any under ground utilites that are not marked temp fencing by others</i> <i>Prevailing wages</i>	\$26,010.00	\$26,010.00

Shipping to: 490 W D St, Tehachapi, CA 93581

SubTotal: \$26,010.00
Total Amount: \$26,010.00

Site Address: 22902 Banducci Rd, Tehachapi, CA 93561

Quote is for Site work and Installation only

Prevailing wages

*****Note: If you are issuing a P.O. or CONTRACT please make it payable to Great Western Recreation. Checks should also be made payable to Great Western Recreation****

Payment Options

Credit Orders - Complete a Great Western Installations Credit Application in order to receive approved credit. Allow 7-10 business days for processing time. An order deposit may be required.

Credit Card Orders - Visa, Mastercard. Your credit card will be charged by Great Western Recreation.

Cash on Delivery(COD) - Checks made out to Great Western Recreation.

Our quotation is based on shipment of all items at one time to a single destination, unless noted, and changes are subject to price adjustment. Purchases in excess of \$1,000.00 to be supported by your written purchase order made out to Great Western Recreation.

01/11/2019

Terms of Sale: To governmental agencies and tax supported institutions, and those with approved credit, payment is due with 30 days from the date of invoice. A 1.5% per month finance charge will be imposed on all past due accounts. We also accept payment by VISA, Mastercard. All other orders will require a 50% deposit at the time of order entry. The balance will be due with a certified check upon receipt of shipment (C.O.D).

Prices: Prices are F.O.B factory and do not include freight charges. All prices listed were current at the time of publication and quoted in U.S. funds. Prices are subject to change without notice. Current prices will apply at the time of shipment. Due to the abnormally high cost of fuel and its impact on many of the materials used in our industry, quotations are valid for 30 days only and prices may be subject to material and fuel surcharges at the time of shipment.

Freight Charges: Freight charges are determined and collected by the carrier unless Great Western Recreation is requested and agrees to prepay and add these costs to the invoice.

Taxes: If applicable, taxes will be added to the invoice except when a tax exempt certificate is provided with the purchase order at the time of order entry.

Minimum Order: Our minimum order is \$50 (USD). Any order less than \$2,000 requires cash with order or payment by major credit card.

Order Cancellation: Once accepted, orders can be canceled only with the consent of Great Western Recreation, and on terms which will indemnify Great Western Recreation against loss. Canceled orders will be subject to a restocking fee. Equipment "built-to-order" is non-cancelable.

Delays in Transit: Great Western Recreation is not responsible for delays in transit and such delays shall not alter our invoicing terms. If your order does not reach you within a reasonable time after being advised that shipment went forward from our vendor's plant, Great Western Recreation will be glad to assist in the tracking process.

Loss or Damage in Transit: Great Western Recreation is not responsible for loss or damage in transit. When we release the material to the carrier, a bill of lading is signed which states that the shipment was received from us complete and in good condition. A copy of this bill of lading is forwarded to you with the shipment and should be checked carefully with the materials you receive. Any shortage discrepancy or damage must be noted on the delivery receipt and signed by the carrier's representative. Failure to note expectations on the delivery receipt may impair your right to recovery from the carrier.

Weights: All published weights are estimated and include appropriate packing materials. Actual weights may vary slightly.

To Order: Please complete the acceptance portion of this quotation and provide color selections, purchase order copy and other key information requested. Acceptance of this proposal indicates your agreement to the terms and conditions stated herein.

Order Information:

Bill To: _____	Ship To: _____
Company: _____	Contact: _____
Billing Contact: _____	Address: _____
Address: _____	City, State, Zip: _____
City, State, Zip: _____	Tel: _____
Tel: _____	Email: _____
Email: _____	

SITE:

Address: _____

City, State, Zip: _____

Customer Signature: _____

*TO ENSURE WE HAVE ALL THE CORRECT INFORMATION, PLEASE **COMPLETELY** FILL OUT THE ORDER INFORMATION ABOVE!!

**THE BOARD OF DIRECTORS OF THE
TEHACHAPI VALLEY RECREATION AND PARK DISTRICT**

IN THE MATTER OF

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE TEHACHAPI VALLEY
RECREATION AND PARK DISTRICT AWARD OF BID FOR THE INSTALLATION
OF PLAYGROUND EQUIPMENT AT BRITE LAKE**

I, Carrie Champlin, Clerk of the Board of Directors of the Tehachapi Valley Recreation and Park District, of the County of Kern, State of California, so hereby certify that the following resolution proposed by Director _____ and seconded by Director _____ was duly passed and adopted by said Board of Directors at an official meeting thereof this 22nd day of January 2019 by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Clerk of the Board of Directors
of the Tehachapi Valley Recreation
and Park District

RESOLUTION NO. 2-19

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE TEHACHAPI VALLEY
RECREATION AND PARK DISTRICT AWARD OF BID FOR THE INSTALLATION
OF PLAYGROUND EQUIPMENT AT BRITE LAKE**

WHEREAS, the Tehachapi Valley Recreation and Parks District (TVRPD) operates a campground and recreation area commonly known as Brite Lake;

WHEREAS, it has been determined that Brite Lake is in need of new playground equipment;

WHEREAS, bids were received from companies that can perform the required tasks;

NOW, THEREFORE, BE IT RESOLVED THAT the Board of Directors awards the bid for the installation of playground equipment at Brite Lake to _____;

AND BE IT FINALLY RESOLVED THAT staff be authorized to pay for the indicated job upon the satisfactory completion of said job by _____ in the amount of _____.