



# WASHOE COUNTY

Integrity Communication Service

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## STAFF REPORT

BOARD MEETING DATE: May 28, 2025

**DATE:** May 15, 2025

**TO:** Open Space and Regional Park Commission

**FROM:** Stephanie D'Arcy, Park Operations Superintendent  
Community Services Department, 328-2181, [sdarcy@washoecounty.gov](mailto:sdarcy@washoecounty.gov)

**THROUGH:** Aaron Smith, Operations Division Director  
Community Services Department, 328-2171, [aasmith@washoecounty.gov](mailto:aasmith@washoecounty.gov)

**SUBJECT:** Presentation, discussion and possible approval of a draft Special Event Agreement with The Altruistic American for the Best in the West Beard and Music Festival to be held at Lazy 5 Regional Park, September 5-7, 2025. (Commission District 4)

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### **SUMMARY**

The Altruistic American is interested in bringing a three-day multicultural festival to Northern Nevada. They anticipate daily attendance to be approximately 2,500 visitors. This is an event with live music, beard competition, vendors, food trucks and live exhibitions.

Washoe County Strategic Objective supported by this item: Economic Impacts – Support a Thriving Community

### **PREVIOUS ACTION**

none

### **BACKGROUND**

The Altruistic American submitted a special event questionnaire on February 7, 2025. Park staff has met on site with the representatives a few times to discuss desired use of the park and its facilities. The group plans to have one day of set-up and one day of break down for a total of five days of park use. Based on the number of attendees and our special event policy guidelines, we have requested an on-site parking plan to accommodate attendees.

Similar to other Special Events, Washoe County will provide minimal staff to assist in planning, monitoring, and cleanup of the event. The agreement provides that the event organizer provide support for the majority of the event logistics including security. This model has proven successful for other large special events within Washoe County's parks.

Based on the changes approved to Chapter 95 of the County Code, the Open Space and Regional Parks Commission will be the final approving body of the Special Event agreement.

**AGENDA ITEM # \_\_\_\_\_**

**FISCAL IMPACT**

Should the Commission approve this special event agreement, Washoe County will receive \$15,540 in revenue from the event.

**RECOMMENDATION**

It is recommended the Open Space and Regional Park Commission approval of a draft Special Event Agreement with The Altruistic American for the Best in the West Beard and Music Festival to be held at Lazy 5 Regional Park, September 5-7, 2025.

**POSSIBLE MOTION**

Should the Board agree with staff's recommendation, a possible motion would be:  
"approval of a draft Special Event Agreement with The Altruistic American for the Best in the West Beard and Music Festival to be held at Lazy 5 Regional Park, September 5-7, 2025."



## LEGEND

- 1 Festival Entrance
- 2 Ride Share Shuttles
- 3 Paid Parking
- 4 Main Stage
- 5 Exhibition Locations
- 6 Restrooms

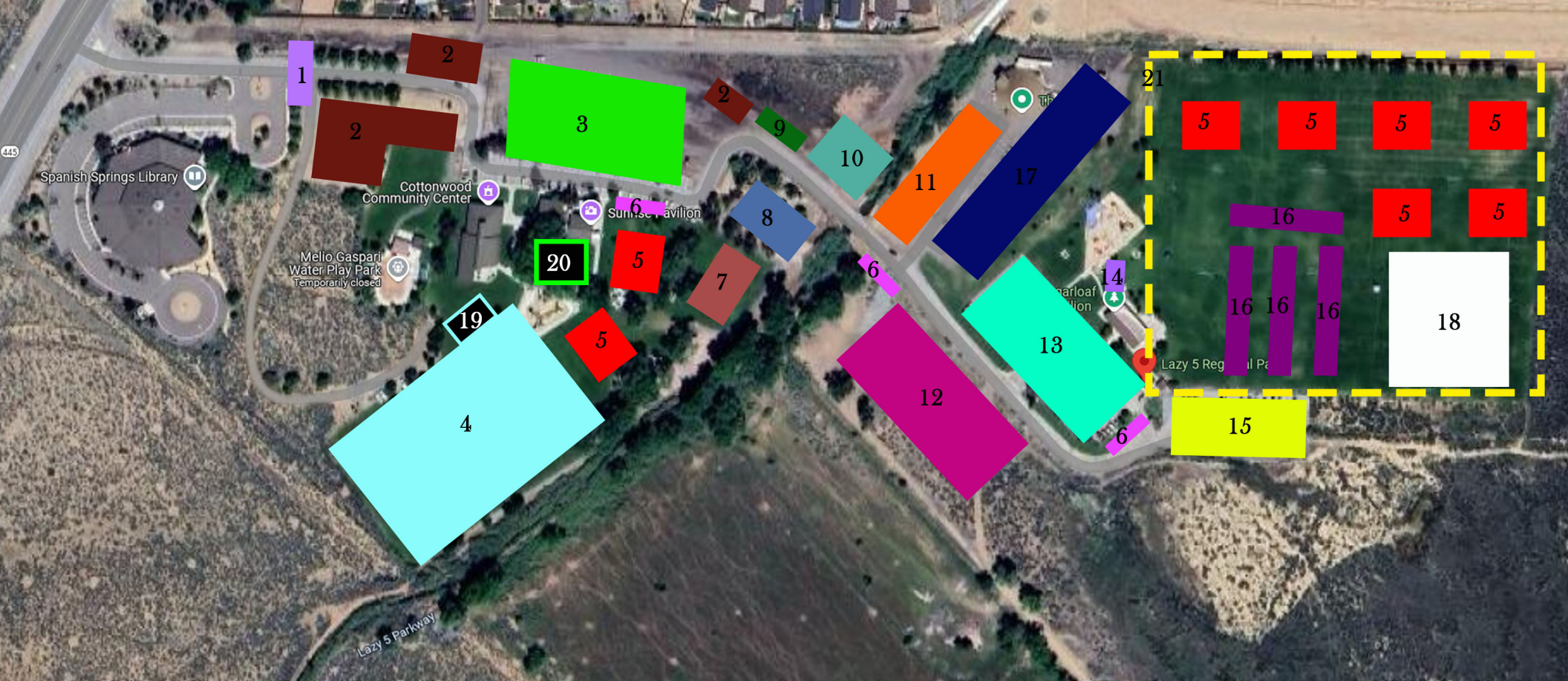
- 7 Cornhole Tournament
- 8 Horseshoe Tournament
- 9 Dumpster
- 10 Medical & Security
- 11 Professional Skate Demo

- 12 Highland Games Exhibition
- 13 Firefighter Games
- 14 Side Stage
- 15 Staff & Vendor Parking
- 16 Vendor Tents

- 17 Food Trucks & Bar
- 18 First Responder Exhibition
- 19 Box Office
- 20 TAA Headquarters
- 21 5K Route

\*\*\*There will be art installations throughout the event venue.\*\*\*





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Melio Gaspari  
Water Play Park  
Temporarily closed



## MAIN STAGE LEGEND

- |   |                |    |                   |
|---|----------------|----|-------------------|
| 1 | Emergency Exit | 8  | Production        |
| 2 | Stage          | 9  | Entrances         |
| 3 | Stage Barrier  | 10 | Perimeter Fencing |
| 4 | VIP Area       |    |                   |
| 5 | Bar            |    |                   |
| 6 | Food Truck     |    |                   |
| 7 | Bathrooms      |    |                   |

## **AGREEMENT**

THIS AGREEMENT, made effective as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between The Altruistic American, hereinafter “Promoter”, and the County of Washoe on behalf of its Community Services Department, hereinafter “County”.

## **WITNESSETH**

WHEREAS, Promoter desires to hold an event called “The Best in the West Beard and Music Festival” hereinafter “Event”, a which will involve 3 days of live music, beard competition, food trucks, vendors and live exhibitions and entertainment and

WHEREAS, County owns and operates a public park facility known as Washoe County Lazy 5 Regional Park, hereinafter “Park”, which is suitable for the needs of Promoter; and

WHEREAS, County is willing to allow Promoter to use the Park for the Event on Labor Day weekend, September 5-7, 2025 with set up and break down happening on September 4 and September 8, 2025;

NOW THEREFORE, the parties agree as follows:

1. **Right to Use Park.** Promoter shall have the exclusive right to use that portion of the Park designated on the map attached hereto as “Exhibit A” (map), as “Reserved Area”, for the purpose of holding the Event upon the conditions set forth herein. It is acknowledged that other portions of the Park may be used simultaneously by other parties and the Promoter’s use shall not interfere with such other use.
2. **Access and Parking.** Promoter shall provide up to 100 parking passes and accessible spaces for prescheduled Risen King Church services on Sunday, September 7.

Promoter shall provide parking volunteers to assist event participants with finding and safely parking in marked spots during the event.

Only Promoter and its participants will be allowed access to the Park at times when the Park is otherwise closed for the purpose of ingress and egress to the Reserved Area. The Director may, at his discretion, require an identification card or other type of pass to be issued by Promoter to participants in this Event..

Promoter shall have responsibility for and control over the location and manner in which permitted fencing or other barriers are placed around or within the Reserved Area which is set forth in the event map attached hereto as Exhibit “A”, and which the location and type thereof has been approved by the Director. Without limiting the Director’s power to disapprove,

approval may be denied if the proposed use would present a safety hazard or would unreasonably interfere with the use of other areas of the Park by persons not involved with the Event.

3. Rules and Regulations. The promoter and all participants of the Event must comply with all general park rules and regulations. In addition to the general park rules and regulations, the following rules will apply during the events:

- a. Glass bottles or containers are prohibited.
- b. Posted park speed limits must be adhered to.
- c. Spectators must make every reasonable effort to enter and exit the park quietly and respectfully.

4. Responsibilities of Promoter. Promoter shall obtain all necessary licenses and permits required by applicable agencies to conduct the Event and shall provide written proof of such licenses and permits to the Department prior to commencement of the Event. Applicant shall meet with the Washoe County Community Services Department to determine the licenses and permits required by that agency. Promoter shall provide restrooms and sanitary facilities as are required by Northern Nevada Public Health, should attendance reach levels where the permanent restroom on site is not sufficient.

Promoter will be responsible to protect the Park and keep the Reserved area clean throughout the Event and, at the conclusion of the Event, will return the Reserved area to its original condition, normal wear and tear excepted.

Promoter shall be responsible for all setup and breakdown associated with the Event.

Promoter shall be fully responsible for the security of their equipment, structures, supplies, vehicles and trailers throughout the set up and take down stages for the Event and during the Event itself.

All Promoter improvements required for the successful completion of the Event shall be Promoter's responsibility and must be authorized in writing by the Director or designee. Promoter will be responsible to inspect the area of the Park being used by it before it accepts said area from County. Promoter will either notify County of any such hazard(s), and/or take steps to eliminate such hazards which it is reasonably able to fix when presented to it in said area during the inspection. If Promoter is able to, it will take steps to eliminate such hazards presented to it which are necessary to adequately protect Promoter's users of said portion of the Park, without affecting that portion of the Park's normal use. If hazard(s) are identified by Promoter during its

initial inspection, it will take reasonable steps to protect its users of said portion of the Park from hazards by either the installation of barricades, coverings, or warning signs. Inspection of and acceptance of the area of the Park being used for the Event by Promoter, without first providing notice to County of said hazard, constitutes waiver of any subsequent claim(s) related to the condition of that area of the Park being used by Promoter, for which Promoter knew about without first notifying County, or which they could have reasonably discovered during the initial inspection of the Park prior to acceptance of the area of the Park.

Promoter shall provide dumpsters and trash receptacles as deemed necessary and agreed by County.

Promoter shall provide the necessary ample lighting if deemed necessary for safe use of the Reserved Area. County shall provide services as outlined in Section 4 of the Agreement. In the event it becomes necessary for County to provide additional services not otherwise described herein, or if County provides any additional services requested by Promoter, Promoter agrees to pay County its customary charge for such services.

Promoter shall only permit 2,500 or fewer spectators for each daily event.

Promoter shall be responsible for ensuring that all Event spectators are aware and comply with the rules and regulations outlined in Section 3 in addition to the general park rules and regulations.

Promoter will provide sound monitoring services at regular intervals throughout event should live music be played. The maximum amplified sound level will be 100 decibels at the entrances to the park. The sound must be measured at least once during practice sessions and no less than two other times during the scheduled amplified performances. Findings shall be documented and a report provided to Department within 30 days of the completion of the event.

Promoter shall not commence any setup before 07:00 a.m. on June 4, 2025.

Promoter shall remove, or have removed, from the park all equipment, vehicles, trailers, and/or other event items prior to 9:00 p.m. on September 8, 2025. A \$500.00 fee will be charged per day for every day after until all equipment, vehicles, trailers, and/or other event items are removed and cleanup is complete.

5. Services by Parks. County shall provide the following assistance:

Ranger Patrol provided by Parks from its staff, as are reasonably available during the



event.

6. Advertising and Promotion. Promoter will be solely responsible for any advertising or promotion of the Event, provided that any advertising or promotion shall refer to the location as “Washoe County's Lazy 5 Regional Park”.

7. Indemnification and Insurance. County has established specific indemnification and insurance requirements for organizations using County facilities or property. Indemnification and hold harmless clauses are intended to ensure that the organization accepts and is able to pay for the loss or liability related to its activities.

Attention is directed to the insurance requirements below. It is highly recommended that the Promoter confer with their respective insurance carriers or brokers to determine in advance of the availability of insurance coverage and notification requirements as prescribed and provided for herein.

Indemnification Agreement: Promoter agrees to hold harmless, indemnify, and defend County, its officers, officials, agents, employees, and volunteers from any loss or liability, financial or otherwise resulting from any claim, demand, suit, action, or cause of action based on bodily injury including death, personal injury, or property damage to property of others and to Promoter's property caused by any action, either direct or passive, the omission of, failure to act, or negligence on the part of Promoter, its employees, volunteers, agents, representatives, contractors, or subcontractors arising out of the use of the Park premises or by those other(s) who are specifically identified as being under the direction, supervision, or invitation of Promoter.

In the event of a lawsuit against the County, its officers, officials, agents, employees, or volunteers who are not otherwise being defended by Promoter and/or Promoter's insurance carrier, then in that event, Promoter shall reimburse County at the conclusion of litigation for costs of County personnel in having to defend such actions, unless litigation determines that County was solely negligent, and/or had engaged in intentional tort(s). Reimbursement for the time actually spent by County's Counsel in having to defend County in said action, shall be charged at the rate which would be charged by private counsel for their services.

General Requirements: Promoter shall purchase Industrial Insurance and General Liability as described below. The cost of such insurance shall be borne by the Promoter.

Industrial Insurance: It is understood and agreed that there shall be no Industrial Insurance coverage provided for Promoter by the County. As Promoter has no employees, it is

their intent not to purchase Industrial Insurance. Promoter is to require all subcontractors to provide industrial insurance coverage and agrees to hold harmless, indemnify, and defend County from and against any claim filed by any Promoter employee or volunteer which would have been covered by Industrial Insurance, had it been in place.

Minimum Limits of Insurance:

- a. General Liability: \$2,000,000 combined single limit per occurrence \$2,000,000 annual aggregate for bodily injury, personal injury and property damage. The limit provided by this policy will be dedicated to this event and any aggregate limit will not be eroded by any other extent loss or party. Coverage shall not be less than equivalent to the above form except upon prior written approval by County's Risk Management Division. All liability coverage shall be on an "occurrence" basis.

Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the County's Risk Management Division, in writing. The County reserves the right to request additional documentation, financial or otherwise, prior to giving its approval of the deductibles and self-insured retention and prior to executing the underlying agreement. Any changes to the deductibles or self-insured retentions made during the term of this Agreement or during the term of any policy must be approved by the County's Risk Manager prior to the change taking effect.

Other Insurance Provisions: The policies are to contain, or be endorsed to contain, the following provisions:

- a. The County, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability, arising out of the activities performed by or on behalf of Promoter, including the insured's general supervision of Promoter; products and completed operations of Promoter; premises owned, occupied or used by Promoter; or automobiles owned, leased, hired or borrowed by Promoter. The coverage shall contain no special limitations on the scope of protection afforded to the County, its officer, officials, employees or volunteers.
- b. Under the property damage coverage provided by the Promoter's insurance contract, it is understood that with respect to damage to County property by Promoter or by others under its direction, supervision, auspices, or invitation, it will be covered by the policy without regard to the County being an insured and the operation care

custody and control exclusion.

- c. The full limits of liability provided by this policy including any general aggregate limit will apply separately to this event.
- d. Promoter's insurance coverage shall be primary insurance as respects as to County, its officers, officials, employees, and volunteers. Any insurance or self- insurance maintained by County, its officers, officials, employees, or volunteers shall be excess to Promoter's insurance and shall not contribute with it in any way.
- e. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided by the Promoter to County, its officers, officials, employees or volunteers.
- f. Promoter's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- g. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled or not renewed by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to County.

Verification of Coverage: Promoter shall furnish County with original endorsements effecting coverage and with certificates for all insurance required by this contract. The endorsements and certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by County thirty (30) days prior to the event. County reserves the right to require complete certified copies of all required insurance policies at any time.

8. Termination. County shall have the right to terminate this Agreement and require immediate vacation of the premises in the event Promoter fails to comply with all the terms of this Agreement or any applicable federal, state, county or city laws, ordinances or rules.

9. Governing Law. The Agreement shall be governed by the laws of the State of Nevada, both as to interpretation and performance. Any lawsuit arising out of this Agreement shall be brought in the Second Judicial District for the State of Nevada.

10. Attorney Fees. In the event either party is required to bring legal action to enforce the provisions of this Agreement, the prevailing party shall also recover reasonable attorneys' fees and costs of suit. Any legal action will be brought in the Second Judicial District for the State of



Nevada.

11. Assignment. This Agreement shall be binding upon the parties, their representatives, successors and assigns. No assignment or transfer of this Agreement or any part thereof shall occur unless mutually agreed upon in writing by both parties.
12. Modification. This Agreement may be modified in writing and signed by both parties.
13. Severability. Each paragraph and provision of the Agreement is severable, and if one or more paragraphs or provisions of the Agreement are declared invalid, the remaining paragraphs and provisions of this Agreement will, if possible, remain in full force and effect.
14. Entire Agreement. This Agreement and referenced exhibits incorporated herein constitutes the entire agreement between the parties with regard to the subject matter herein and supersedes all prior agreements, both written and oral, and all other written and oral communications between the parties.
15. Payment to County. Promoter will pay \$15,540 for the event to be held September 4-8, 2005. Payment is due in full no later than August 5, 2025, 30 days prior to event set up date.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

WASHOE COUNTY, NEVADA

Altruistic American

By \_\_\_\_\_  
Open Space and Regional Park  
Commission Chair

By \_\_\_\_\_  
Chris Battenberg

STATE OF NEVADA     )  
                                  )ss  
COUNTY OF WASHOE    )

On the \_\_\_\_ day of \_\_\_\_\_, 2025, Chris Battenberg personally appeared before me, a Notary Public, and acknowledged to me that he executed the above instrument for the purpose therein contained.

\_\_\_\_\_  
Notary Public