

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF BEAUMONT
AND
CHERRY FESTIVAL ASSOCIATION**

This **MEMORANDUM OF UNDERSTANDING** (“Agreement”) is entered into this day of April 2025, by and between The City of Beaumont (“City”) whose address is 550 E. 6th Street, Beaumont, California 92223, and the Cherry Festival Association, a California nonprofit public benefit corporation (herein “Association”) whose address is 1310 Oak Valley PKWY Beaumont, California 92223, to establish a mutual agreement for the terms and conditions for the operation of the 2025 Beaumont Cherry Festival which is scheduled to occur on May 29, 2025 through June 1, 2025 (“Event”). City and Association may be referred to individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, the Association has been organizing the annual Cherry Festival for over 100 years, fostering community engagement, entertainment, recreation and economic benefits for the City.

WHEREAS, the City recognizes the importance of the Cherry Festival in fostering community spirit, promoting local culture, and stimulating economic activity within its jurisdiction.

WHEREAS, the City wishes to support the 2025 Cherry Festival through financial co-sponsorship to ensure it remains accessible to all residents and continues to provide important public benefits, including but not limited to high-quality entertainment, community centered activities, recreation, economic activity, opportunity for vendors and community programs.

WHEREAS, the City’s commitment to this Agreement is for the benefit of the public and public funds are used to promote public health, entertainment, recreation, wellbeing, environmental stewardship and economic activity.

NOW, THEREFORE, for the purposes set forth herein, and for good and valuable consideration, the adequacy of which is hereby acknowledged City and Association hereby agree as follows:

TERMS

1.0 Incorporation of Recitals.

1.1 The Parties hereby affirm the facts set forth in the Recitals above and agree to the incorporation of the Recitals as though fully set forth herein.

2.0 Relationships. The Parties agree that the relationship of the Parties is between two separate and independent entities. There is not a joint venture, joint powers agreement, partnership, employer-employee relationship or any principal-agent relationship.

3.0 Agreements.

3.1 The City hereby agrees to serve as Co-Sponsor of the Event, with all rights and responsibilities associated with such co-sponsorship as provided under this Agreement and California law

3.2 The Parties agree that City's co-sponsorship shall be acknowledged in all Event-related marketing materials, including but not limited to advertisements, the Association's website, all of Association's social media, promotional materials, and signage.

3.3 The Parties agree and confirm that the term of this Agreement will take effect on April 15, 2025, and end at midnight June 1, 2025. The Parties may extend this Agreement beyond the initial term only upon mutual written agreement.

3.4 The Parties agree and confirm that either Party may terminate this Agreement, with or without cause, by providing thirty (30) days written notice to the other party.

4.0 Association's Provision of Services.

4.1 Association agrees and understands that the following items will need to be provided by the Association for the event:

4.1.1 Any and all fencing expenses made necessary for the Event according to the approved fire marshal codes and regulations.

4.1.2 Hold responsibility for maintenance expenses made necessary by the Event and its areas of use.

4.1.3 Provide volunteers or paid staff prior to, during, and after the Event for such services as trash removal, gate responsibilities and security.

4.1.4 Maintenance services after the Event has concluded to return the spaces to their original conditions.

- 4.1.5 Security. The Association shall be responsible for providing private security for the Event to be provided by guards that are licensed and approved by the City's Police Department. The security company shall be licensed and bonded.

5.0 City's Provision of Services.

- 5.1 Police Services. The City will provide police services for the Event at the City's sole expense. Such services will include: crowd control, traffic management, and general public safety measures as deemed necessary by the City and its Police Department.
- 5.2 Fire Services. The City will provide fire services for the Event at the City's sole expense. Such services will include: fire prevention and emergency medical services as deemed necessary by the City's Fire Department.
- 5.3 Transit Services and Traffic Control. The City shall provide transit services and traffic control for the Event and shall have sole and exclusive control over such services, with ultimate authority and sole discretion to charge fees for the provision of these services.
- 5.4 Parking Control and Costs. The City shall have sole and exclusive control over all parking arrangements, parking plans and facilities, and parking related operations related to the Event, including but not limited to: designating parking areas and parking facilities; determining parking capacity and limitations; establishing traffic flow and parking patterns; implementing parking restrictions and regulations; providing parking enforcement personnel; and installing temporary signage and barriers as City determines are needed in its sole discretion.

The City shall have the exclusive right to set, collect, and retain all parking fees associated with the Event. Such fees may include but are not limited to: general parking fees; premium or VIP parking fees; and parking permit fees for vendors, staff, or other designated groups.

6.0 Obligations and Indemnification.

- 6.1 Association Employees and Volunteers. Association hereby agrees to be solely responsible for the health and safety of its employees, volunteers, independent contractors, subcontractors and agents in performing this Agreement and in connection with the Event and shall comply with all laws applicable to worker safety including but not limited to Cal-OSHA.
- 6.2 Association's Indemnification. Association shall defend, indemnify, and hold harmless City and its officers, officials, employees, volunteers, and agents from and against any and all claims, damages, losses, and expenses (including reasonable attorneys' fees and costs) arising out of or in any way related to claims by

Associations employees, volunteers, independent contractors, subcontractors and agents that are in any way related to the Event or Association's acts and omissions. This indemnification obligation shall survive the termination or expiration of this Agreement.

- 6.3 City's Indemnification. City shall defend and indemnify Association for any personal injury or property damage claim occurring at the Event, but only to the extent that City has insurance coverage for such claims. City's duty to defend and indemnify Association shall be limited to City's applicable insurance coverage limits.

7.0 Compliance with Law.

- 7.1 Association will comply with all local, state and federal laws and regulations related to the Event.
- 7.2 Association agrees to abide by all applicable local, state, and federal accessibility standards and regulations.
- 7.3 Association further agrees that it is solely responsible for reviewing and ensuring compliance with all applicable public health rules, regulations, orders, and/or guidance in effect at the time of the Event.

8.0 Miscellaneous.

- 8.1 Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority make this Agreement and bind each respective Party.

- 8.2 Notices. All notices, demands, invoices, and written communications shall be in writing and delivered to the following addresses or such other addresses as the Parties may designate by written notice:

To City:

Elizabeth Gibbs
City Manager
550 E. 6th Street
Beaumont, CA 92223

To Association:

Cherry Festival Association
1310 Oak Valley, PKWY
Beaumont, CA 92223

Depending upon the method of transmittal, notice shall be deemed received as follows: by facsimile, as of the date and time sent; by messenger, as of the date delivered; and by U.S. Mail first class postage prepaid, as of 72 hours after deposit in the U.S. Mail.

- 8.3 Cooperation; Further Acts. The Parties will fully cooperate with one another, and will take any additional acts or sign any additional documents as may be necessary, appropriate, or convenient to attain the purposes of this Agreement.
- 8.4 Construction; References; Captions. It being agreed the Parties or their agents have participated in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days, or period for performance shall be deemed calendar days and not workdays. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.
- 8.5 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by all Parties.
- 8.6 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual right by custom, estoppel, or otherwise.
- 8.7 Assignment or Transfer. The Parties shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the other Party. Any attempt to do so shall be null and

void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

- 8.8 Binding Effect. Each and all of the covenants and conditions shall be binding on and shall inure to the benefit of the Parties, and their successors, heirs, personal representatives, or assigns. This section shall not be construed as an authorization for any Party to assign any right or obligation.
- 8.9 No Third Party Beneficiaries. There are no intended third-party beneficiaries of any right or obligation assumed by the Parties.
- 8.10 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 8.11 Consent to Jurisdiction and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any legal action or proceeding brought to interpret or enforce this Agreement, or which in any way arises out of the Parties' activities undertaken pursuant to this Agreement, shall be filed and prosecuted in the appropriate California State Court in the County of Riverside, California. Each Party waives the benefit of any provision of state or federal law providing for a change of venue to any other court or jurisdiction including, without limitation, a change of venue based on the fact that a governmental entity is a party to the action or proceeding, or that a federal right or question is involved or alleged to be involved in the action or proceeding.
- 8.12 Time is of the Essence. Time is of the essence in this Agreement, and the Parties agree to execute all documents and proceed with diligence to complete all covenants and conditions.
- 8.13 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original and which collectively shall constitute one instrument.
- 8.14 Entire Agreement. This Agreement contains the entire agreement between Parties and supersedes any prior oral or written statements or agreements between Parties regarding the limited subject matter stated within this Agreement.

[SIGNATURES OF PARTIES ON NEXT PAGE]

**SIGNATURE PAGE
TO
MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF BEAUMONT
AND
CHERRY FESTIVAL ASSOCIATION**

**IN WITNESS WHEREOF, the Parties hereto have executed this Agreement
as of the day and year first above written.**

City of Beaumont

By: _____

Its: _____

ATTEST:

By: _____

Its: _____

CHERRY FESTIVAL ASSOCIATION

By: _____

Title: _____

APPROVED AS TO FORM:

By: _____

GENERAL COUNSEL