City of Calistoga
STAFF REPORT

To: Honorable Mayor and City Council
From: Sheli Wright, Fairgrounds Revitalization Director
Meeting: City Council - Regular Meeting - Aug 25 2026
Subject: **Belt Buckle Productions Licensed Agreement and Authorization of City Manager to Execute Certain Revenue Agreements**

DESCRIPTION:

Belt Buckle Productions Licensed Agreement and Authorization of City Manager to Execute Certain Revenue Agreements

RECOMMENDATION:

Staff recommends that the City Council:

1. Authorize the City Manager to execute a Licensed Agreement with Belt Buckle Productions for the use of the Calistoga Fairgrounds for a three-day rodeo event scheduled for October 9–11, 2026 for $84,443.00; and
2. Authorize the City Manager to execute future revenue agreements, of any dollar amount, provided that:
    - the agreement is based on a City Attorney-approved/template agreement;
    - all applicable fees and charges are consistent with the City's adopted *Fee Schedule*;
    - the agreement is otherwise consistent with applicable City policies, ordinances, and legal requirements.

SUMMARY:

As part of the Fairgrounds revitalization effort, staff has worked to establish standardized rental agreements, fee schedules, event requirements, and operating procedures that allow the Fairgrounds to generate revenue while ensuring that events are appropriately managed and consistent with City requirements.

Belt Buckle Productions has requested use of the Calistoga Fairgrounds for a three-day rodeo, scheduled for October 9–11, 2026. The event is expected to bring significant visitation to the Fairgrounds and the surrounding community and will provide revenue to the City through the rental of Fairgrounds facilities, RV Park, Transient Occupancy Tax and associated fees.

Staff has negotiated the event under the City's rental schedule and standard Licensed Agreement form for Fairgrounds rentals. The agreement establishes the rental terms, fees, insurance requirements, event requirements, use of the property, and responsibilities of the licensee; however, the agreement is over the City Manager's signing authority.

Staff is requesting that the City Council authorize the City Manager to approve revenue-generating agreements that exceed the City Manager's standard signing authority when the agreement uses a City-approved standard template and the rates charged are consistent with the City's adopted Fee

Schedule. Such agreements would remain subject to all other applicable City policies, procedures, regulations, and legal requirements.

The authorization would also apply to agreements using standard State of California contract forms when appropriate. This is particularly relevant during emergency operations, when State agencies may need to utilize City facilities, including the Calistoga Fairgrounds, under State agreements rather than the City's standard agreement templates.

This will be extremely important during times of emergency use of the grounds.

ANALYSIS:

The proposed agreement with Belt Buckle Productions provides for a three-day rodeo at the Calistoga Fairgrounds from October 9 through October 11, 2026.

The event will be subject to the City's established Fairgrounds requirements, including applicable event, safety, insurance, facility-use, and operational requirements. The rental fees and associated charges will be based upon the City's adopted Fairgrounds Fee Schedule and the terms of the applicable Licensed Agreement.

Because the total value of the revenue agreement exceeds the City Manager's current delegated signing authority, the agreement is being presented to the City Council for authorization.

Importantly, this is a **revenue-generating agreement for the City**, rather than an expenditure of City funds.

As the City continues to develop the Fairgrounds as a revenue-generating municipal asset, Council has an opportunity to streamline the approval and execution of routine rental agreements.

With advisement from the City Attorney, the City has established standard agreements and Council has adopted a Fee Schedule that provides the framework for these transactions. When a rental agreement follows the City's approved form and the fees are established by the adopted Fee Schedule, the substantive terms of the transaction have already been reviewed and established by the City.

Under the City's current signing authority, however, a revenue agreement must be brought to the City Council when the dollar value exceeds the City Manager's delegated authority. This creates an additional approval step for agreements that are otherwise routine, standardized, and consistent with City-approved terms. Additionally, during emergencies, such as the $112,500 CalFire agreement for the Pickett Fire, the City Manager does not have authority to authorize a revenue agreement over the signing authority. Unlike expense agreements, most fairgrounds have authority to authorize standard revenue contracts, and most importantly, emergency revenue contracts with CalFire, Health & Human Services, or Cal OES.

Staff therefore recommends that the City Council authorize the City Manager to execute revenue agreements of any dollar amount when the following conditions are met:

1. The agreement utilizes a City Attorney-approved/template Licensed Agreement or other City Attorney-approved form;
2. The rental rates and other applicable fees comply with the adopted City Fee Schedule;
3. The agreement does not materially alter or deviate from the City's approved terms and conditions;
4. All required insurance, permits, safety plans, and other applicable event requirements are satisfied; and

5. The agreement complies with all applicable City policies, ordinances, and legal requirements.

This approach would provide appropriate oversight while eliminating the need for Council action solely because the value of a standardized revenue agreement exceeds the City Manager's current signing authority. The proposed authorization would allow staff to respond more efficiently to event promoters and execute agreements in a timely manner, which is particularly important for the Fairgrounds as the City continues to attract new events and develop recurring revenue opportunities.

Council would continue to retain authority over matters requiring legislative or policy decisions, and expense agreements that exceed the City Manager's signing authority.

FINANCIAL IMPACT:

The Belt Buckle Productions licensed agreement will provide $84,443.00 in rental revenue to the fairgrounds revenue account 170-5592-3260-90050 and an unknown amount to the RV Park and Transient Occupancy Tax, Measure D, and TBID.

CEQA STATUS:

The recommended action is not a project under the definitions contained in the Guidelines of the California Environmental Quality Act (CEQA) and is therefore exempt from CEQA

ATTACHMENT(S):

Resolution - Belt Buckle Productions and Revenue Agreement Authority 2

LICENSE AGREEMENT - Belt Buckle Productions

APPROVAL(S):

Rachel Stepp, Deputy City Manager	Approved - Aug 13 2026
Connie Cardenas, Admin. Services Director	Approved - Aug 17 2026
Mitch Celaya, City Manager	Approved - Aug 17 2026
Yudiana Galvan, City of Calistoga | City Clerk	Approved - Aug 17 2026

RESOLUTION NO. 2026-XXX

ADOPTED XXXXX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALISTOGA, COUNTY OF NAPA, STATE OF CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE A LICENSED AGREEMENT WITH BELT BUCKLE PRODUCTIONS FOR A THREE-DAY RODEO AND AUTHORIZING THE CITY MANAGER TO EXECUTE CERTAIN REVENUE AGREEMENTS

WHEREAS, the City of Calistoga ("City") acquired the fairgrounds in July 2024 and operates the property as the Calistoga Fairgrounds ("Fairgrounds"); and

WHEREAS, the City is actively revitalizing the Fairgrounds and expanding its use for agricultural, recreational, community, entertainment, events and other leases that generate revenue for the City; and

WHEREAS, Belt Buckle Productions has requested use of the Fairgrounds for a three-day rodeo event scheduled for October 9 through October 11, 2026; and

WHEREAS, requiring individual City Council approval solely because the dollar value of a standardized Fairgrounds revenue agreement exceeds the City Manager's current signing authority can delay execution of agreements that otherwise comply with City-approved forms, fees, policies, and requirements; and

WHEREAS, the total value of the proposed agreement exceeds the City Manager's current delegated signing authority, and therefore City Council authorization is required for execution of the agreement; and

WHEREAS, the City Council finds that authorizing the City Manager to execute qualifying revenue agreements, regardless of dollar amount, will improve administrative efficiency and allow the City to respond more effectively to event promoters and other City uses while maintaining appropriate legal, financial, and operational safeguards; and

WHEREAS, the City Council intends that expense agreements above the signing authority or revenue agreement which materially deviate from City Attorney-approved forms, established fees, or approved policies, or which otherwise require City Council approval under applicable law or City policy, shall continue to be presented to the City Council for consideration.

NOW, THEREFORE BE IT RESOLVED by the Calistoga City Council as follows:

SECTION 1. Recitals.
The above recitals are true and correct and are incorporated herein by reference as if fully set forth in this Resolution.

SECTION 2. Belt Buckle Productions Licensed Agreement.
The City Council hereby authorizes the City Manager to execute the Licensed Agreement between the City of Calistoga and Belt Buckle Productions for use of the Calistoga Fairgrounds for a three-day rodeo scheduled for October 9–11, 2026, subject to final review and approval as to form by the City Attorney.

SECTION 3. Revenue Agreement Authority.
The City Manager is hereby authorized to execute revenue agreements of any dollar amount without further City Council approval, provided that all of the following conditions are satisfied:

A. The agreement is based upon a City Attorney-approved/template agreement or other form approved by the City Attorney;

B. All rental rates, fees, charges, and other applicable amounts are consistent with the City's then-currently adopted Fee Schedule;

C. The agreement does not materially deviate from the City Attorney-approved agreement form or established City policies and procedures;

D. The agreement complies with all applicable insurance, permitting, safety, event, operational, and facility-use requirements;

E. The agreement does not create an expenditure or financial obligation of City funds beyond the City's established requirements for operation; and

F. The agreement is otherwise consistent with applicable federal, state, and local laws, City ordinances, resolutions, policies, and procedures.

SECTION 4. Agreements Requiring Additional Approval.
Nothing in this Resolution shall be construed to authorize the City Manager to execute an agreement that is otherwise required by law, City ordinance, City policy, or other City Council action to be presented to the City Council.

Any proposed agreement that materially deviates from a City Attorney-approved template, establishes fees or charges outside the adopted Fee Schedule, creates an expenditure or financial obligation not otherwise authorized, establishes new policy, or otherwise requires legislative or discretionary action by the City Council shall continue to be presented to the City Council for approval.

SECTION 5. Administrative Implementation.
The City Manager, or designee, is authorized to take all actions necessary and appropriate to implement this Resolution and to administer qualifying revenue agreements consistent with the authority granted herein.

PASSED, APPROVED AND ADOPTED this **25th** day of **AUGUST**, **2026**. I, **YUDIANA GALVAN, CITY CLERK OF THE CITY OF CALISTOGA**, **HEREBY CERTIFY** the foregoing resolution was introduced and passed at a regular meeting of the Calistoga City Council by the following roll call vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

ATTEST: **APPROVED:**

_____ _____
Yudiana Galvan, City Clerk **Donald Williams, Mayor**

LICENSE AGREEMENT

This License Agreement, ("**License**") is made and executed in triplicate by and between Belt Buckle Productions, a LLC ("**Licensee**") and the City of Calistoga, a municipal corporation ("**City**").

RECITALS

A. City owns certain real property, located at 1435 N Oak St, Calistoga, as shown on the attached Exhibit A ("**License Area**").

B. Licensee desires to obtain a temporary, non-exclusive License to use the License Area for a two-day rodeo event. City is willing to permit such use on the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, which are incorporated herein by reference, and the mutual promises herein contained, the parties agree as follows:

1. Grant of License. City hereby grants to Licensee, and Licensee hereby accepts from City the non-exclusive and revocable right, privilege, and permission to use the License Area for 4000 attendance Rodeo Event with music ("**Permitted Use**") and for no other purpose.

2. Term. The term of this License shall commence:
Set-Up – September 29-October 8, 2026;
Event Days- October 9-11, 2026
Take Down/Clean-up – October 12-16, 2026

City may terminate this License for any reason on five (5) days written notice to Licensee. City may also terminate this License immediately for cause upon written notice to Licensee.

3. License Fee/Deposit/Utilities. The "**License Fee**" for use of the License Area is:
Set-up/Take Down – Track $3750.00 + Tucker Room $600.00 = **$4350.00**
Event Days – Track $7500 + Great lawn $1200 + Extra Parking $1000 + Tucker Room $600 = **10,300.00**, Fire Department Inspection **$310.50**, Track Lighting **$225** event days (3 hours 9 PM-12 AM) due and payable to City in accordance with Section 21. Upon the submission of this License for City approval, Licensee shall pay City a deposit in the amount of **$ 5000.00** (1/2 refundable after event) ("**Deposit**"). City may retain from the Deposit any amount necessary to remedy any Licensee defaults, including, among others, failure to pay the License Fee, damage to the License Area or cleaning of the License Area upon Licensee move-out. The Deposit or any balance and an itemized list of any deductions shall be returned to Licensee no later than forty-five (45) days after expiration or termination of the License. Utilities and other services provided by City shall be subject to additional charges as described in Exhibit A, attached hereto and incorporated herein by reference.

4. License Area.

a. Licensee represents and warrants that Licensee has inspected and examined the License Area and accepts it in its present "as is" condition.

b. Licensee agrees to take proper care to maintain and preserve the License Area and surrounding property of City and at the expiration or other termination of this License, to surrender the License Area to City in as good condition, as at the date of the execution of this License.

c. Licensee shall keep the License Area in a clean, orderly and sanitary condition to the satisfaction of City's Fairground Director or designee.

d. Licensee shall manage and dispose of all waste generated from its operations, including, among other things, food scraps, packaging, and grease. Trash and recycling must be sorted and disposed of on a daily basis in designated bins provided by City. Grease may not be dumped on the License Area or other City property or into any onsite receptacle not specifically designated for grease collection.

e. Greywater disposal is not available on site. Licensees must make arrangements to collect and remove greywater in compliance with Napa County ("**County**") regulations. No greywater may be discharged on the ground or into storm drains

f. Any cooking by Licensee within the License Area must obtain approval in advance and in writing by the local fire marshal. A functional and appropriately rated fire extinguisher (e.g., Class K for grease fires) must be accessible at all times in the License Area. Propane tanks must be properly secured and kept away from ignition sources. Fire lanes and exits must be kept clear at all times. All fire safety measures must meet the requirements of the Calistoga Fire Department.

g. Licensees must comply with the City's Food Ware Ordinance, including the use of compostable or recyclable food service ware, styrofoam or non-recyclable plastics, reusable utensils or compostable alternatives whenever possible.

h. Upon request, Licensee will furnish City with a list of all sales prices and other charges of any kind whatsoever to be charged by Licensee. If Licensee sells food, Licensee shall submit menus and prices to City for approval at least twelve (12) hours in advance of each day's operation.

i. Licensee will post in a conspicuous manner at the front entrance to the License Area, a sign showing the prices to be charged for all articles offered for sale to the public. The size of said sign, manner and place of posting shall be pre-approved in writing by City.

j. City will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Licensee must, at his/her own expense, keep the License Area and adjacent areas properly arranged and clean all areas utilized. Receptacles shall be provided at several locations to receive Licensee's trash, and such trash must not be swept into the aisles or streets or any public areas. Licensee shall be responsible for trash disposal and clean up of event.

l. Sound-producing devices used by Licensee within the License Area shall not cause annoyance or inconvenience to the public, neighborhood, patrons or to other concessionaires or exhibitors. Sound-amplification equipment shall be approved in advance and in writing by City. If City determines, in its sole discretion, that Licensee is producing excessive or annoying sounds, City shall notify Licensee of such determination and Licensee shall immediately remedy such matter. City shall have the right to cause Licensee to cease producing such excessive or annoying sounds if it elects and Licensee shall immediately comply.

m. Licensee agrees that there will be no games, gambling or any other activities in which money is used as a prize or premium. Only customary merchandising methods shall be used and all methods of operations, demonstration and sale, shall be subject to the advance, written approval of City and in conformance with applicable law.

5. Alterations. No alterations, changes and/or addition of any character shall be made to the License Area without the prior written consent of City. If such consent is secured by Licensee, such changes shall be at the sole cost and expense of Licensee and must be removed at the expiration or termination of the License.

6. Indemnification. Licensee shall exercise it privileges hereunder at its own risk and shall indemnify, defend, and hold harmless City and its officers, officials, employees, agents, representatives and volunteers (collectively, "**City Parties**") from and against any and all liability, losses, claims, demands, liens, payments suits, actions, recoveries and judgments arising out of, or in any way connected with, the entry or use of the License Area by Licensee or Licensee's agents, representatives, employees, contractors, subcontractors, guests, invitees, visitors, and customers (collectively, "**Licensee Parties**"), except to the extent caused by City Parties' gross negligence or willful misconduct. Licensee Parties shall defend City Parties as required by California Civil Code Section 2778, and with counsel reasonably acceptable to those parties. Licensee Parties shall have no right to seek reimbursement from City Parties for the costs of defense. The obligations contained in this Section 6 shall survive the termination of this License for whatever cause for the full period of time allowed by law and shall not in any way be limited by the insurance requirements of this License.

7. Insurance.

(a) General Liability - During the term of this License, Licensee shall procure and maintain in full force and effect a minimum Commercial General Liability Insurance , on an occurrence with limits not less than $5,000,000 per occurrence for Fairtime Carnival Rides; $5,000,000 per occurrence for Motorized Events All Types except arena or track motorcycle racing and go-cart racing; $3,000,000 per occurrence for Rodeo Events all types with a paid gate and any Rough Stock events; $3,000,000 for Swap Meets; $2,000,000 per occurrence for Rodeo Events All Types without a paid gate and with any Rough Stock vents; $1,000,000 per occurrence for Rodeo Events All Types without any Rough Stock Events; $2,000,000 per occurrence for Interim Carnival Rides, Fairtime Kiddie Carnival Rides of up to 6 rides, Concerts with

over 5,000 attendees, Rave Type Events All Types, Mechanical Bulls, Extreme Attractions All Types, Orbitrons, and Simulators. **All licenses for which liability insurance (and liquor liability, if applicable) is required shall provide a minimum amount of $1,000,000 combined single limit coverage for each occurrence, $2,000,000 general aggregate and $2,000,000 products/completed operations aggregate.** Licensee shall maintain Worker's Compensation Insurance as required by the State of California. Licensee shall provide certificates of insurance and endorsements in accordance with the requirements of the City's Risk Manager.

The insurance shall cover all operations including but not limited to the following: (1) premises, operations and mobile equipment liability; (2) completed operations and products liability; (3) contractual liability insuring the obligations assumed by Licensee in this License; (4) broad form property damage liability; (5) personal injury liability endorsement, including death; and (6) automobile bodily injury and property damage insurance, including all owned, hired and non-owned equipment , with the City listed as additional insured.

(b.) Policy Terms. Concurrently with execution of this License, Licensee shall provide City with Certificates of Insurance evidencing that Licensee has obtained or maintains the insurance required by this Section 7. The Certificates shall be on forms acceptable to City. Licensee shall also furnish City with original endorsements with the following documentation:

- Precluding cancellation or reduction in coverage before the expiration of thirty (30) days after City shall have received written notification thereof from Licensee by United States mail;

- Providing that Licensee's insurance shall apply separately to each insured against whom claim is made or suit is brought, and include a "separation of insureds" or "severability" clause which treats each insured separately, except with respect to the limits of the insurer's liability (cross-liability endorsement);

- Listing the City of Calistoga as Additional Insured setting forth the following language in the Insurance Endorsement, "That the City of Calistoga, its City Council, boards, commissions, committees, officers, employees and agents are made additional insured but only insofar as the operations under this contract are concerned. ("Additional Insureds"); and

- Providing that for any claims relating to Licensee's services hereunder, Licensee's insurance coverage shall be primary insurance with respect to City, its City Council, boards, commissions, committees, officers, employees and agents, and that any insurance or self-insurance maintained by City for itself, its City Council, boards, commissions, committees, officers, employees and agents shall be in excess of Licensee's insurance and shall not be contributory with it.

- It shall be a requirement under this License that any available insurance proceeds broader than or in excess of the specified minimum insurance coverages requirements and/or limits shall be available to the Additional

Insured, including but not limited to any umbrella or excess insurance. Furthermore, the requirements for coverage and limits shall be the greater of: (a) the minimum coverage and limits specified in this License; or (b) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured.

Proof of insurance must be submitted to City two weeks prior to the event. The City reserves the right to impose additional insurance requirements consistent with the policies Additional information on insurance requirements is found in Exhibit A

8. Waiver of Subrogation. Licensee waives any and all rights of recovery against City and City's Parties of the other for loss of, or damage to, such waiving party or its property or damage is insured against and under any insurance policy in force at the time of such loss or damage. Licensee shall, upon obtaining the policies of insurance required hereunder, notify the insurance carriers that the foregoing waiver of subrogation is contained in this License.

9. Taxes. Licensee agrees to pay when due any taxes of any kind and every nature, including but not limited to possessory interest tax that may be imposed upon the License Area or Licensee's use of the License Area.

10. Termination and Enforcement. Licensee agrees that the operation of Licensee's business and any services rendered by Licensee on or about the License Area shall at all times be orderly and sanitary and sufficient to meet the needs of the public and consistent with good service. City reserves the right to terminate the License if Licensee has violated any provision of this License, including if City in its sole discretion determines that Licensee's business operations or quality character of the services rendered by Licensee do not meet City standards. Violation of this License may result in immediate termination and may include the loss of deposit or license rights and ineligibility for future use of Fairgrounds property. In event of termination under this Section 10, Licensee shall not be entitled to any monetary compensation in any form whatsoever, nor shall it be entitled to any further services from City.

11. Permits and Licenses. Licensee shall obtain at its sole cost and expense any and all permits and approvals that may be required in connection with the License or use of the License Area, including but not limited to obtaining a County Health permit and Calistoga Business License. Licensee shall timely pay all debts incurred by Licensee for the purchase of supplies, materials, and equipment, and for services of any sort, for use in, or in connection therewith.

12. Compliance with License Policies and Procedures. Licensee agrees to comply with the License Policies and Procedures set out on Exhibit A, including but not limited to rules and procedures related to Fire Marshal approval for decorations and lighting, alcohol service restrictions and ABC permit (if applicable), a prohibition on glass containers, excessive noise, dumping grease, clean-up and deposit procedures, and the security requirements determined by the Calistoga Police Department. Licensee shall submit an operational plan subject to the approval of the City.

13. Compliance with Laws; Liens. Licensee shall at all times comply with, and pay all costs and expenses which may be incurred or required to be paid in order to comply with, any and all permitting requirements, laws, statutes, labor codes, ordinances, rules and regulations, hazardous

materials laws, the Americans with Disabilities Act of 1990, 42 U.S.C. §12101 *et seq*., as amended, covenants and restrictions of record, life and fire safety and similar requirements, including those of the State of California, the County, the City, or other applicable public authority ("**Laws**") which apply to the operation and use of the License Area or any portion thereof, including those requiring alterations or additions to be made to, or safety appliances or devices to be maintained or installed in, on or about the License Area or any portion thereof under any Laws now or hereafter adopted, enacted or made and applicable to the License Area or any portion thereof, and payment of any fees, charges or assessments arising out of or in any way related to the License Area or any portion thereof as a source of adverse environmental impacts or effects. Licensee shall not permit or suffer any mechanic's lien to be filed against the License Area, or any interest of City or Licensee therein, and shall immediately discharge any such lien and shall protect, indemnify, defend (with counsel acceptable to City) and hold City harmless in connection therewith, except to the extent the lien is caused by City's gross negligence or willful misconduct.

14. Licensee's Environmental Indemnification. Except to the extent caused by City's gross negligence or willful misconduct, Licensee shall protect, indemnify, defend and hold City and City Parties and the License Area, harmless from and against any and all demands, liability, claims, actions, damages, costs and expenses, including attorneys' fees, consultants' fees, litigation costs, and investigation, removal, remediation, cleanup and monitoring costs, asserted against or incurred at any time and from time-to-time by reason of or arising out of the presence of any hazardous materials in, on, under or about the License Area resulting from or in connection with (a) the use, generation, storage, treatment, handling, transportation, disposal or release of any hazardous materials at, from or near the License Area by or for Licensee or any Licensee Parties or anyone under Licensee's control, or (b) the violation of any hazardous materials law by Licensee or any Licensee Parties or by anyone under Licensee's control. Such indemnity obligation shall include any demands, liability, claims or actions for tangible or intangible property damage; compensation for lost wages, business income, profits or other economic loss; damage to the natural resource or the environment; nuisance; trespass; and/or contamination, leak, spill, release or other adverse effect on the environment. Licensee's indemnity obligations under this Section 14 shall survive the termination or expiration of the License (as amended by this Amendment). "Hazardous materials" means hazardous waste (as defined in 42 U.S.C. 16901, *et seq*.), hazardous substance (as defined in 42 U.S.C. §9601, *et seq*.), or other prohibited materials.

15. Advertising. Licensee agrees that neither it nor its agents will not at any time display any advertising sign on or about the License Area or City property without the prior written approval of the City.

16. Food Safety. Licensee shall comply with the California Retail Food Code and all applicable food safety rules, including certified food handler staffing and maintaining proper food temperatures. Violations may result in immediate termination of this License.

17. Utilities. Licensee shall be self-sufficient unless otherwise arranged in writing. Licensee shall only use quiet generators. It is recommended that Licensee hire portable toilets for

attendance over 100 (See Licensee Operational Plan). Electricity, natural gas, water, heating, air-conditioning, telephone and ordinary and customary janitorial services furnished to the License Area by City and charges for such utilities shall be paid to City by Licensee.

18. Assignment of License. The License is personal to Licensee. Licensee shall not assign this License or any interest therein or rights thereto, nor enter into any agreement with a third person or persons respecting the use or occupation of the License Area, without the prior written consent of City, which City may withhold in its sole and absolute discretion. Any assignment in violation of this Section 18 shall be void.

19. Access. Licensee agrees that City and its agents and employees shall have access to the License Area at all times.

20. Risk of Loss. The City assumes no responsibility for loss or damage to the personal property of the Licensee.

21. Due from Licensee. Licensee shall pay and deliver to City the following sums and items at the times noted below.

A. Deposit: $5000.00 required to hold date. (Deposits shall be submitted to the City no later than thirty (30) days prior to the event. ½ refundable upon cleaning/no damage)

B. License Fee: All License Fees are due no later than thirty (30) days prior to the event.

September 29-October 8, 2026 – 10 days Set up @$4350 = $43,500.00
October 9-11, 2026 – 3 Event Days @ $7500.00 = $22,500.00
October 12-16, 2026 – 5 Take Down/Clean Up@$4350 = $21,750.00
Track Lighting – 3 days @$225.00 = $$675.00
Total = $87,925.00
Multi Day Discount 10% -$8792.50
Total = $79,132.50
Deposit $5000.00
Fire Inspection - $310.50
Grand Total $84,443.00

D. Insurance: Required, COI, Additional Insured – ENT5000, Primary Noncontributory – ENT5004, Waiver of Subrogation – ENT4016_1021, or similar, listing the City as additional insured.

22. Notices. All notices to be given hereunder shall be in writing and mailed postage prepaid by certified or registered mail, return receipt requested, or delivered by personal or courier delivery, or sent by facsimile (immediately followed by one of the preceding methods), to City's Address and Licensee's Address, or to such other place as City and Licensee may designate in a written notice given to the other party. Notices shall be deemed served upon the earlier of receipt or three (3) days after the date of mailing.

Licensee's Address:

Belt Buckle Productions, LLC
400 Franklin Street
Napa, CA 94558
Christopher Walden or Tyler Rodee
chrisw@vrrodeo.com
Phone: 707-254-5174

City's Address:

Mitch Ceyala, City Manager
1232 Washington Street
Calistoga, CA 94515
Mcelaya@calistogaca.gov
Phone: 707-942-2806

23. Entire Agreement. This License, including all Exhibits (which are hereby incorporated by reference), contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this License. No waiver, alteration, modification, or termination of this License shall be valid unless made in writing and signed by the authorized parties hereof.

24. Interpretation. This License shall be deemed to be jointly prepared by both of the parties hereto, and any ambiguities or uncertainties herein shall not be construed for or against either of the parties hereto. The words "including," "included," "include" and words of similar import shall not be interpreted as words of exclusion but shall instead be interpreted as though followed by the words "but not limited to" or "without limitation." No waiver by City of any breach or default of any provision of the License shall be deemed a waiver of any other provision hereof or of any subsequent breach or default by Licensee of the same or any other provision. The invalidity of any provision of this License as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision hereof. Licensee's indemnification of City under this License shall be effective except to the extent of City's gross negligence or willful misconduct.

25. Authority. The individual executing this License has full power and authority to execute and deliver the License on behalf of Licensee.

26. Conflict of Interest Prohibition**.** City and Licensee will comply with the requirements of the City's Conflict of Interest Code adopted pursuant to California Government Code §87300 et seq., the Political Reform Act (California Government Code §81000 et seq.), the regulations promulgated by the Fair Political Practices Commission (Title 2, §18110 et seq. of the California Code of Regulations), California Government Code §1090 et seq., and any other ethics laws applicable to the performance of the Services and/or this License. Licensee may be required to file with the City Clerk a completed Form 700 before commencing performance of the Services unless the City Clerk determines that completion of a Form 700 is not required, pursuant to City's Conflict of Interest Code. Form 700 forms are available from the City Clerk.

Any violation by Licensee of the requirements of this provision will constitute a material breach

of this License, and the City reserves all its rights and remedies at law and equity concerning any such violations.

27. Successors and Assigns. Except as otherwise provided in this License, all of the covenants, conditions and provisions of this License will be binding upon and will inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

28. Attorneys' Fees. In the event that any action is brought by either party hereto as against the other party hereto for the enforcement or declaration of any right or remedy in or under this License or for the breach of any covenant or condition thereof, the prevailing party shall be entitled to recover, and the other party agrees to pay, all fees and costs to be fixed by the court therein including, but not limited to, attorneys' fees.

29. Force Majeure. Licensee acknowledges that the Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal governments. City shall not be liable for any interference of Licensee's use or possession of the Licensed Area or loss to or expenses incurred by Licensee or its subcontractors or patrons that may result from such emergency use of the License Area.

30. Right to Audit Sales. City shall have the right to audit and monitor any and all sales.

31. Choice of Law. This License and all matters relating to it shall be governed by the laws of the State of California without reference to its choice of laws principles and venue shall be in the appropriate court in the County of Napa, California.

[Signatures follow on next page]

IN WITNESS WHEREOF, the parties hereto have executed this License the day and year first above written.

CITY:

CITY OF CALISTOGA,
a municipal corporation

LICENSEE:

Chris Walden (Aug 12, 2026 17:50:15 PDT)

Chris Walden
for Belt Buckle Productions

Mitch Celaya, City Manager

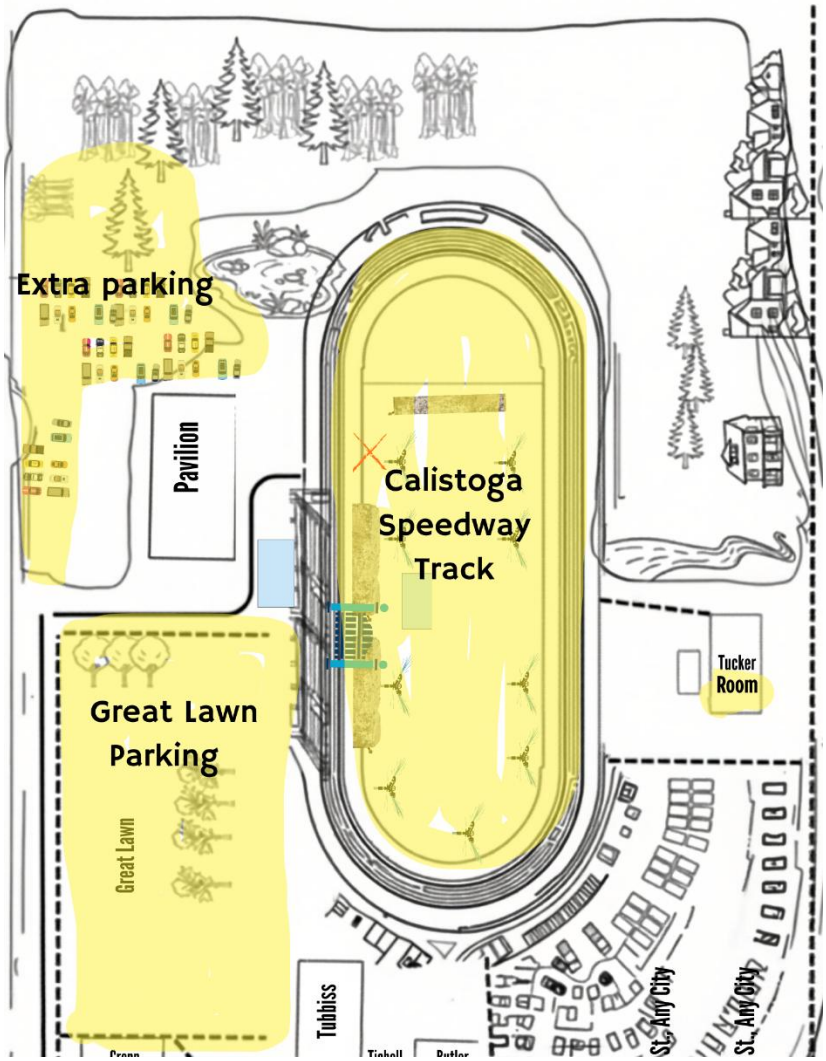
Approved as to Form

Michelle Marchetta Kenyon

City Attorney

EXHIBIT A

DEPICTION OF LICENSE AREA
Calistoga Fairgrounds
Tucker Building
Calistoga Speedway – Track Only
Great Lawn
Extra Parking Golf Area



1) EVENT OPERATIONS, SAFETY, SECURITY, AND ALCOHOL SERVICE

A. The City of Calistoga, in coordination with the Calistoga Police Department, Fire Department, and other applicable agencies, will determine whether security personnel, law enforcement officers, traffic control, emergency medical services, fire personnel, sanitation services, or other public safety measures are required for an event.

B. For large-scale, higher-risk, or special events, the renter may be required to submit an Event Operations Plan and site map for review and approval by the Police Chief and Fire Chief. The plan may include, but is not limited to:

1. Site maps and event layout;
2. Parking and traffic management;
3. Crowd management;
4. Emergency access routes;
5. Security staffing;
6. Medical and ambulance services;
7. Restroom facilities;
8. Alcohol service operations;
9. Event communications;
10. Load-in and load-out operations; and
11. Waste management and cleanup plans.

C. If security services are required, the renter shall contract with a licensed security company, law enforcement agency, or other approved provider at the renter's expense. Required security personnel must be in place prior to the start of the event and remain on-site until the event concludes.

D. The renter may be required to provide copies of executed contracts for security services, ambulance or medical services, traffic control services, sanitation services, and event cleaning services prior to the event.

E. Certain event structures, equipment, and activities may require permits, inspections, or approvals from the City of Calistoga Building Division and/or Fire Department prior to installation or operation. These may include, but are not limited to:

1. Tents, canopies, or membrane structures exceeding 400 square feet;
2. Temporary stages, grandstands, bleachers, platforms, or similar structures;
3. Large generators, temporary electrical systems, or power distribution equipment;
4. Open-flame cooking operations, food booths utilizing cooking equipment, barbecues, smokers, or other flame-producing devices;
5. Pyrotechnics, special effects, or other hazardous activities; and
6. Any temporary structure, equipment, or operation deemed by the City to require additional review.

F. It is the responsibility of the renter to determine applicable permit requirements and obtain all necessary approvals prior to the event. Permit review, inspections, and associated fees shall be the responsibility of the renter.

G. Renters planning to utilize any of the items listed above are encouraged to contact the City of Calistoga Building Division and/or Fire Department as early as possible during event planning to determine permit requirements and inspection needs, no less than 45 days in advance.

H. Events serving alcohol must comply with all applicable California Alcoholic Beverage Control (ABC) regulations and obtain all required permits and approvals. Nonprofit organizations conducting alcohol sales must obtain the appropriate ABC authorization and submit permit applications for City review at least thirty (30) days prior to the event.

I. Alcohol service must be supervised by trained bartenders or designated event staff at all times. Self-service alcohol stations are prohibited.

J. Alcohol service shall end at least one (1) hour prior to the conclusion of the event unless otherwise approved by the City.

K. Alcohol may not be served to any person under twenty-one (21) years of age or to any person who appears intoxicated.

L. Guests may not bring alcohol onto the premises unless specifically authorized by the City and permitted by law.

M. No glass bottles, glass containers, or ceramic beverage containers are permitted in outdoor areas. Beverages served outdoors must be served in approved paper, plastic, aluminum, or other City-approved containers.

2) CANCELLATION / REFUNDS

Reservations for use of the facility may be made up to one (1) year in advance by providing a non-refundable save-the-date deposit. See the Rental Schedule for applicable fees. The save-the-date deposit is the fee charged to reserve the facility and does not include rental fees, cleaning or damage deposits, equipment rental fees, or other charges.

If an event is canceled and rescheduled within one hundred twenty (120) days of the original event date, the save-the-date deposit may be transferred to the new event date. A new License Agreement must be executed. The deposit transfer may only occur one time.

3) CLEANING & DEPOSITS

IMPORTANT: Cleanup requirements are posted in each facility. Refundable cleaning and security deposits, if applicable, will be returned following an acceptable post-event inspection. Deposits will be mailed approximately forty-five (45) days following the event. If paid electronically, they will be refunded the same way.

Facility users are responsible for:

1. Sweeping and mopping floors as needed;
2. Cleaning spills immediately;
3. Properly restacking tables, chairs, and equipment; and
4. Removing all garbage from the premises.
5. Reporting any damage, or issues that occur.

The City charges for garbage disposal ($15 per bag) and staff time for cleanup or waste left behind. Maintenance Personnel are charged at $89.00 per hour.

4) WASTE MANAGEMENT AND SB 1383 COMPLIANCE

A. The renter shall comply with all applicable City of Calistoga refuse, recycling, organics, and waste management ordinances, policies, and procedures, including California Senate Bill 1383 (SB 1383), as amended.

B. The renter shall ensure that recyclable materials, organic waste, and landfill waste are properly separated and disposed of in designated containers throughout the event.

C. Event organizers shall ensure that vendors, caterers, food service providers, exhibitors, contractors, and volunteers comply with all applicable recycling and organics diversion requirements.

D. The City may require additional waste diversion measures, recycling stations, signage, food recovery plans, or waste management plans based on the size and nature of the event.

E. Failure to comply with waste management requirements may result in additional cleanup charges, loss of deposits, assessment of costs, and/or denial of future rental privileges.

5) DECORATIONS

A. Due to fire regulations and cleanup concerns, the use of straw, hay, confetti, crepe paper, glitter, and similar materials is prohibited unless specifically approved by the City.

B. Tape, nails, staples, screws, or other fasteners may not be attached to walls, floors, ceilings, fences, or buildings without prior approval.

C. Open flames and candles are prohibited unless specifically approved by the Fire Marshal. Battery-operated flameless candles are recommended.

6) HANGING DECORATIONS, LIGHTING, AND DRAPING

Any renter wishing to hang lighting, draping, signage, decorations, or other materials from ceilings, walls, structures, or buildings must obtain approval from the City at least thirty (30) days prior to the event. Approval from the Fire Marshal may be required. Any associated inspection fees shall be the responsibility of the renter.

7) KITCHENS

Do not dispose of grease, oils, or food waste in sinks or drains. Food particles must be removed from dishes and disposed of in trash receptacles prior to washing. The renter will be responsible for any repair, cleaning, or plumbing costs resulting from improper use of kitchen facilities.

8) SET-UP

The renter is responsible for all event setup unless otherwise agreed upon in writing.

When setting up tables, chairs, and equipment, renters shall inspect all items for safety and functionality. Any damaged or unsafe equipment shall not be used and must be reported to City staff immediately.

9) LIGHTING

For safety reasons, lighting systems within buildings shall remain operational during occupancy. Requests to dim or modify lighting must be approved by the City prior to the event.

10) GENERAL RULES

A. No smoking or vaping is permitted.

B. For liability reasons, ladders, extension cords, tools, and other setup equipment are not provided by the City unless specifically included in the rental agreement.

C. Pop-up tents, canopies, or similar structures are not permitted inside buildings. Outdoor tents and canopies must comply with Fire Marshal requirements and maintain required clearances from buildings.

D. No signage may be attached to perimeter fencing, entrance gates, buildings, or structures without prior approval from the City.

E. Sound checks shall be limited to the minimum time necessary and may not occur before 8:00 a.m. unless specifically approved. Event sound levels shall be maintained at reasonable levels that minimize impacts to neighboring properties. Excessive bass, amplification, or noise that creates a nuisance may result in corrective action by the City.

11) VIOLATIONS OF CONTRACT TERMS AND PERMIT CONDITIONS

Failure to comply with this Agreement, permit conditions, approved operational plans, or applicable laws may result in one or more of the following:

A. Loss of deposits, fees, or rental payments;

B. Delay, suspension, cancellation, or termination of the event until violations are corrected;

C. Assessment of costs incurred by the City to address violations or ensure compliance;

D. Involvement of law enforcement, fire personnel, or emergency services, with associated costs charged to the renter where permitted by law; and/or

E. Suspension or loss of future rental privileges.

12) OVERNIGHT STAYS

Overnight occupancy in vehicles, trailers, recreational vehicles, or temporary accommodations is prohibited unless specifically authorized in writing by the City prior to the event.

Any revisions, additions, or deletions to this Agreement must be approved and executed by both parties. Unauthorized modifications shall be void and of no effect.

Blank

LICENSE AGREEMENT

Final Audit Report 2026-08-13

Created:	2026-08-07
By:	Sheli Wright (swright@calistogaca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA3S0lQ3-kTsMAHAYQ-3fNIznqCkPA-rk_

"LICENSE AGREEMENT" History

Document created by Sheli Wright (swright@calistogaca.gov)
2026-08-07 - 5:44:45 PM GMT

Document emailed to Chris Walden (chrisw@vrrodeo.com) for signature
2026-08-07 - 5:44:50 PM GMT

Email viewed by Chris Walden (chrisw@vrrodeo.com)
2026-08-07 - 5:59:43 PM GMT

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2026-08-13 - 0:49:55 AM GMT

Document e-signed by Chris Walden (chrisw@vrrodeo.com)
Signature Date: 2026-08-13 - 0:50:15 AM GMT - Time Source: server - Signature Appearance Selected: MOBILE_DRAW

Agreement completed.
2026-08-13 - 0:50:15 AM GMT