



## City of Corona & Corona 5000 Memorandum of Understanding

This Memorandum of Understanding (“MOU”) is entered into by and between the City of Corona (“City”) and OC Marathon, LLC (“Organizer”) for the purpose of granting Organizer the exclusive rights to organize, manage, and operate the Corona 5000 (the “Event”), a running/walking event to be held on March 21, 2026, and on mutually agreed-upon dates annually thereafter.

### 1. Term:

This MOU shall commence on August 22, 2025, and continue until the conclusion and close-out of the March 2026 Event. The City and Organizer may mutually agree to extend the term for future events in writing.

### 2. OC Marathon, LLC agrees to:

- Secure permits and necessary approvals for 5K route
- Secure traffic control company and public works to develop traffic plans and
- Coordinate all event safety and security measures with police and emergency services.
- Coordinate marketing and promotion to our channels to attract runners/walkers as well as work with the city/community to spread awareness using city website, newspaper, social media and other community outreach
- Design and create a website for the Event
- Manage the Event registration platform
- Design and order participant medals, shirts, and bibs
- Organize a packet pick up the day before (location TBD) and the day of the Event
- Secure all vendors necessary for a successful 5K event, (*i.e. traffic control, portable restrooms, master of ceremonies, radios, tables/tents, canopies, sound/truss, signage, fencing*)
- Secure staffing for Event operations
- Provide a volunteer plan and secure volunteers
- Coordinate with the City on any shared vendors or split expenses relating to a post-event celebration
- Collaborate with Corona businesses and groups to provide discounted entries and support fundraising efforts for City approved Corona charities

### 3. City of Corona, in exchange for sponsorship benefits listed in Appendix A, agrees to:

Waive the following fees and expenses:

- Event permit fees
- Police and public safety fees
- Traffic review fees (by city staff)
- Space reservation fees



Assist with:

- Resident / business traffic notification
- Participant parking Lot Outreach (permissions, coordination)
- Posting of early “No Parking” signage (72 hours)
- Cal Trans permit application/processing
- Road Closure Assistance/Equipment (CMS signage, City Staff placement of 6<sup>th</sup> Street Road Closure) on Friday evening March 20, 2026
- List volunteer opportunities in typical city channels.
- Advertising as appropriate in city channels, i.e. Corona Connection, social media

**4. Mutual Considerations**

- Shared/split expenses between City and Organizer for the post event celebration to be determined if applicable at a later time (i.e. portable toilets, canopies).
- A negotiated shared revenue model for sponsors and exhibitors activating at the Run Event Expo to be mutually determined by the parties at a later time.

**5. Financial Terms:**

- Event expenses for the Organizer’s scope of work shall be the responsibility of the Organizer, with the exception of City’s waiving of fees listed in Section 3 and mutually agreed upon shared/split expenses in Section 4.

**6. Exclusivity:**

- For the Term of this MOU, the City agrees that the sole and exclusive 5K running event conducted in the historical Corona Circle shall be the *Corona 5000*, and the associated branding/marks shall be owned by the Organizer.

**7. Indemnity:**

- To the greatest extent allowed by law, Organizer agrees to indemnify, defend and hold the City and its officers, agents and employees safe and harmless from and against any and all actions, manner of actions, causes of actions, liabilities, claims and demands, suits, damages, losses or injuries, expenses or otherwise arising from the staging, conduct or operation of the Event or in connection with the performance of Organizer’s obligations pursuant to this MOU, except for those claims arising from the willful misconduct, sole or active negligence of the city, its officers, agents or employees.



**8. Insurance:**

- Organizer shall obtain general liability insurance as reasonably required by the City's Risk Management Division.

**9. Course/Route:**

- The City shall make all reasonable efforts to maintain the *Corona 5000* course as planned, recognizing that the event's theme and identity are based on the historical Corona Circle. Any changes to the course shall require prior written approval from the Organizer.

**10. No Partnership:**

- Nothing in this MOU shall be construed to create a legal partnership, joint venture, joint enterprise, or agency relationship between the parties. No party shall have authority to bind or obligate any other party in any manner whatsoever.

**11. Force Majeure:**

- Neither party shall be liable for any failure or delay in performance (except payment obligations) caused by events beyond its reasonable control ("Force Majeure Events"), including acts of God, natural disasters, war, terrorism, civil unrest, government orders, labor disputes, epidemics or pandemics, quarantines, power or transportation failures, or similar events.

**12. Assignment:**

- This MOU may not be reassigned by Organizer or City without the consent of both parties. Should consent be granted, any successor party agrees to be bound by all of the terms and conditions of this MOU and Special Event application requirements.

**13. Entirety:**

- This MOU constitutes the entire agreement between the parties and supersedes all prior oral or written negotiations. Any amendments must be in writing and signed by both parties.

**14. Notices:**

- All notices, requests, demands or other communications by the terms hereof required or permitted to be given by one party to another shall be given in writing by personal delivery or registered mail, postage, prepaid addressed to such other party or delivered to such other party as follows:



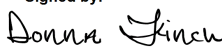
To City:  
City of Corona  
400 S. Vicentia Avenue  
Corona, CA 92882  
Attn: Donna Finch

To Organizer:  
OC Marathon, LLC  
3100 Airway Ave, #104  
Costa Mesa, CA 92626  
Attn: Gary Kutscher

In witness Whereof, the parties hereto have caused this agreement to be executed.

By and through their authorized officers on September 11, 2025.

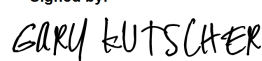
By:

Signed by:  
  
B730935CBF72414...

Donna Finch

City of Corona

Date 9/11/2025

Signed by:  
  
DC5901BCFCE84D9...

Gary Kutscher

OC Marathon, LLC

Date 9/11/2025



## Appendix A

Host Sponsor Expo Benefits include:

- City of Corona shall be listed on all marketing and publications materials.
  - City logo on printed marketing materials (postcards, advertisements, posters)
  - City logo on website
  - City logo on all email blasts
  - City name or logo on social media posts
- A minimum of five (5) City of Corona Event announcements will be shared annually on the Event Facebook page.
- Placement of up to four (4) city-provided *City of Corona* Banners (3' x 8') on day of event.
- Complimentary booth space at expo to promote City affiliated events or programs.
- The City will receive at least four (4) verbal mentions of gratitude or to promote a program at pre-event and day of Event.
- 50 Complimentary race entries for City use.
- Discounted entry codes are available for other purposes.