



March 17, 2023

TO: PROSPECTIVE CONTRACTORS

SUBJECT: HMONG NEW YEAR CELEBRATION
IFB #23-001

The 21st District Agricultural Association, Big Fresno Fair, is issuing this Invitation for Bid (IFB) for the purpose of operating a Hmong New Year Celebration for a one-year period (2023) with four, one-year renewal options (2024-2027).

Bid specifications and instructions for submitting them are enclosed. Sealed bids will be received at the office of the 21st District Agricultural Association, Big Fresno Fair, 1121 South Chance Avenue, Fresno, CA 93702 on **Monday, April 10, 2023, 2 p.m.** and will publicly be opened and read for the operation of a Hmong New Year Celebration.

Please review all instructions very carefully, as your bid will be deemed non-responsive and ineligible for award of contract if the forms are not filled out completely. Proposals received after the deadline will be returned unopened to the sender.

If you have any questions regarding these specifications, please feel free to give me a call.

Sincerely,

Taylor Childers



**21ST DISTRICT AGRICULTURAL ASSOCIATION
BIG FRESNO FAIR
INVITATION FOR BID**

IFB NUMBER #23-001

**INTERIM RENTAL AGREEMENT TO
PROVIDE A HMONG NEW YEAR CELEBRATION
FOR A ONE-YEAR PERIOD (2023)
WITH FOUR ONE-YEAR RENEWAL OPTIONS (2024-2027)**

Contact Person: Taylor Childers

This person is the only authorized person designated by the District to receive communication concerning this IFB. **Please do not contact any other person concerning this IFB.** Oral communication of District Officers and employees concerning the IFB shall not be binding on the District and shall in no way excuse the bidder of obligations as set forth in the IFB. Only questions concerning the technical requirements of the IFB will be answered.

Date Issued: March 17, 2023

DEFINITIONS

BIDDER	The individual, company, organization, or business entity submitting the proposal in response to the IFB.
DAA	Refers to the District Agricultural Association which is a State agency of the State of California and is not a local agency of government.
F&E	Refers to the <i>Fairs and Expositions Branch</i> , Department of Food and Agriculture, which is a branch of the agency of State of California overseeing the activities of District Agricultural Associations, County and Citrus Fruit Fairs. F&E is located at: 2800 Gateway Oaks Dr., Room 257 Sacramento, CA 95833 Mailing Address: 1220 N Street Sacramento, CA 95814
IFB	Invitation for Bid

TECHNICAL INFORMATION

A. BIDDER RESPONSIBILITY

Read the documents very carefully as the 21st District Agricultural Association shall not be responsible for errors and omissions on the part of the bidder. Carefully review final submittal as reviewers will not make interpretations or correct detected errors in calculations.

B. PURPOSE

The Board of Directors of the 21st District Agricultural Association in releasing this IFB intends to award an Interim Rental Agreement for the operation of the Hmong New Year Celebration at the Big Fresno Fair for a one-year period (2023) with four one-year renewal options (2024-2027). Only the District, in its sole and exclusive discretion, may exercise the renewal option. The District's exercise of the option to extend the Interim Rental Agreement may include or require renegotiation of all or part of the Interim Rental Agreement including the financial portion, in the District's sole and exclusive discretion.

C. TENTATIVE SCHEDULE

IFB Released	March 17, 2023
Bids due at DAA's Administration Office 2 p.m. – Publicly Bid Opening 2:15 p.m.	April 10, 2023
Contract Award	April 25, 2023
Notice of proposed award posted and mailed	April 26 – May 2, 2023
Date award to be final if no protest received	May 3, 2023

D. DELIVERY OF BIDS AND CONTACT PERSON FOR INFORMATION

Pursuant to the law, no bids shall be considered which have not been received at the place, and prior to the closing time, stated in this IFB. Direct questions concerning the technical requirements of the IFB to:

Taylor Childers
21st District Agricultural Association
Big Fresno Fair, IFB #23-001
1121 S. Chance Avenue
Fresno, Ca. 93702
(559) 650-3247

E. INSTRUCTIONS TO BIDDERS

This section details **mandatory** format instructions to the bidder. **Please note** that all bids submitted must follow the instructions; all information must be presented in the manner requested; all questions must be answered; and all requested data must be supplied. If the following information (listed below) is not submitted with the *technical proposal*, your bid may be deemed non-responsive and may be rejected.

Each bid must be placed in a sealed envelope and clearly labeled, as stated in D above, in response to the IFB.

The following items and all forms must be submitted where applicable or mandatory:

- Three (3) copies of the “Bidder/Contractor Status Form”, which must be completed, dated and signed (Mandatory);
- Three (3) copies of the “Financial Proposal Bid Form”, which must be completed, dated and signed. (Mandatory);
- Three (3) copies of the attached DVBE documentation forms, see section N of this document;
- Three copies of the Small Business Certification Letter if bidder is claiming the Small Business Preference and has already received “Certification Approval Letter”; or if application for the preference has been submitted to OSDS, a sheet of paper stating that the application has been submitted to OSDS and date submitted; or if claiming the preference as a non-small business subcontracting with certified SB/MB, a sheet of paper listing the small businesses committed to subcontract with for a commercially useful function in the performance of the contract. Include subcontractor’s certification or indicate if application is on file with OSDS, mandatory, if bidder is claiming the 5% Small Business Preference;
- An insurance certificate to be submitted in accordance with the California Fairs Service Authority (CFSA) Insurance Requirements and submitted to the Fair at the time the contract is signed, if applicable, unless it is on file with F & E and/or CFSA;

F. WORK STATEMENT AND TERMS AND CONDITIONS

The Work Statement describes the work to be performed by the bidder who is awarded this contract and the Terms and Conditions which shall be deemed to be incorporated and will become a part of any contract awarded pursuant to this IFB. The contract awarded pursuant to this IFB will also contain the Standard Contract Terms and Conditions, (F-31, Rental Agreement) Exhibit “B”, and will be incorporated and made a part of the specifications and contract. All terms and conditions are fixed and non-negotiable.

1. Premises

The premises to be utilized in this Hmong New Year Rental Agreement consist of the Industrial Education Building, Commerce Building, Agriculture Building, and Industry Commerce Building, the Pavilion Area and the Kings Canyon Parking Lot area of the Big Fresno Fair (“fairgrounds”) and identified on Exhibit “A” (“Premises”).

2. Term

The term of this Rental Agreement will be December 15th, of each year for set up. The actual event dates are restricted to December 26th - January 1st each year. The event may not open to the public before 8:00 a.m. each day. Ending times can be negotiated with contractor and the District’s Special Events Department.

3. Uses

The premises shall be used for the purpose of conducting a Hmong New Year celebration. Revenue is derived from vendor space rentals, sponsorships, admission, parking, food and beverage sales and miscellaneous service income. Space is available for approximately 600 vendors.

Any other use must be requested through the District’s Special Events Department in written form 90 days prior to the desired use or event. In the event the District agrees to an alternative use for the premises, such use will be subject to a separate written agreement that must be agreed to and signed by the parties prior to the event or alternative use of the premises. The Terms and Conditions of the Rental Agreement shall follow the approved policies and procedures of the District’s events program.

G. CONTRACT AWARD

The contract will be awarded to the **highest, responsible** bidder or all bids will be rejected. The 21st DAA reserves the right to accept any or all of the highest bid per item requested unless the bidder stipulates that their response is an “all or nothing” offer. Upon selection of a proposed bidder, a “Notice of Award” will be posted in public view for five (5) working days at the 21st DAA’s Administration Office. In addition, a copy of the “Notice of Award” will be mailed to each bidder.

H. BREAKING TIES

In the event there is a tie, the tie will be broken by a toss of a coin by a 21st DAA designee in the presence of authorized representatives of the tied bidders.

I. GROUNDS FOR REJECTION

1. A bid *shall* be rejected if:
 - It is received at any time after the exact time and date set for receipt of bids as stated in paragraph C.
 - It is not prepared in accordance with the required format or information is not submitted in the format required by this IFB.
 - The firm has submitted multiple bids in response to this IFB without formally withdrawing other bids.
2. A bid *may* be rejected if:
 - It contains false or misleading statements for references which do not support an attribute or conditions contended by the competitor. (The bid *shall* be rejected if, in the opinion of the 21st DAA, such information was intended to erroneously and fallaciously mislead the State in its evaluation of the bid and the attribute, condition or capability of requirement of this IFB).
 - It is unsigned.
3. All bids *may* be rejected in any case where it is determined that:
 - The bids are not really competitive
 - Where the cost is not reasonable, or
 - If it is deemed to be in the best interest of the State.
4. All bids *may* be rejected if the 21st DAA determines, at its sole discretion, that any other reason exists to reject the bid.

J. RIGHT TO REJECT ANY OR ALL BIDS

It is the policy of the 21st DAA not to solicit bids unless there is a bona fide intention to award a contract. In the rare case where solicitation for informational and planning purposes is intended, the document will so indicate. However, without limitation by reason of the foregoing explanation, the 21st DAA reserves the right to reject any or all bids or to cancel the IFB at any time during process.

K. BID PROTESTS (Public Contact Code, Section 10341 to 10345)

1. Protest Procedures:

a. Standing and Grounds for Protests:

- (1) Protests can be filed only by a Proposer or Bidder submitting a bid or proposal in response to one of the Competitive Bidding Procedures (IFB, RFP or Solicitation) described in paragraph G.
- (2) All protests will be reviewed and decided on written submissions only.
- (3) Protests must be based only upon one or more of the following grounds:
- (4) The District violated a law or regulation; or
- (5) The District failed to follow the procedures and adhere to requirements set forth in the competitive solicitation or any addendum thereto.

b. Jurisdiction for Consideration of Protests: There is no jurisdiction for the District to consider a protest if:

- (1) The District rejects all bids or proposals.
- (2) The protestant does not meet the requirements of paragraph 1.a. above.
- (3) The protest was not timely submitted.
- (4) The contract award is for a type of contract not subject to the protest procedures.

c. Procedural Requirements for Protests:

- (1) A protest must be initiated by filing the Notice of Protest in writing with the District's Administration Office by 4:00 PM not later than five working days after the posting of the Notice of Intent to Award.

The written Notice of Protest must be physically delivered to the District's Administration Office in hard copy. Emailed protests and fax protests are not acceptable and will not be considered. The failure to timely file a protest shall constitute an irrevocable waiver of the Bidder or Proposer's right to protest.

- (2) The Notice of Protest must include the name, address, and telephone number of the protestant and of the person representing the protesting party, if any, and must be signed by the protestant or the protestant's representative. The Notice of Protest may, but is not required to, contain the information described in Paragraph (3) below.

- (3) After filing an Initial Protest, the protestant has five working days to file a detailed written statement of the protest grounds if, the Notice of Protest did not contain the complete grounds for the protest. The detailed written statement must be physically delivered in writing to the District's Administration Office by 4:00 PM not later than five working days after the Notice of Protest is filed. Emailed and/or faxed detailed written statements are not acceptable and will not be considered. The detailed written statement must contain a complete statement of any and all grounds for the protest, including, without limitation, all facts, supporting documentation, legal authorities and argument in support of the grounds for the bid protest. The detailed written protest must refer to the specific portions of all documents which form the basis of the protest.
- (4) Any protest not conforming to Paragraphs c. (1) through (3), inclusive, shall be rejected by the District as invalid. The procedures and time limits set forth in Paragraph 2.c. are mandatory and are the protestant's sole and exclusive remedy in the event of any protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the protest, including filing a Government Code Claim or judicial or other legal proceedings.
- (5) During the pendency of a valid protest, the contract may not be awarded until the protest is withdrawn or the District has rendered a decision.
- (6) The CEO of the District shall determine if the protest is in conformance with Paragraphs 2.c. (1) through (3), inclusive. Further, the CEO may attempt to informally resolve protests to the satisfaction of all parties before proceeding with the protest.

In the event informal efforts to resolve the protest are not successful, the CEO, after determining that the protest is based on permissible grounds and filed in strict conformity with the procedural requirements, shall appoint a hearing officer. The hearing officer may request additional information and specify a time limit for submission of the information. The hearing officer shall determine the matter on all written submissions and submit a recommended written decision to the Board within thirty days of the final submission of evidence and legal authorities.

- (7) The District Board will render a final determination and disposition of a protest by taking action to adopt, modify, or reject the hearing officer's recommended written decision. Action by the Board relative to a protest shall be final and not subject to appeal or consideration.

L. SMALL BUSINESS PREFERENCE

State law allows certified small business (SB) and micro-business (MB) firms and non-small businesses who subcontract with a certified SB/MB firm(s) for at least 25% of the net bid price, to receive a 5% bidding preference on applicable state solicitations. The effect of the preference is to help SB/MB be more competitive in the bid process, thereby enhancing state contract awards directly or indirectly to SB/MB. The preference is only used for computation purposes to determine the winning bidder, the actual bid amount.

If claiming the 5% small business preference and are a SB or MB, or if your application is on file with Office of Small Business and DVBE Services (OSDS), or if you are claiming the preference as a non-small business subcontracting with certified SB/MB, list the small businesses you commit to subcontract with for a commercially useful function in the performance of the contract. The list of sub-contractors shall include:

Name
Address
Phone Number
Description of work to be performed
Dollar amount or percentage per sub-contractor

Also include the sub-contractor's certification or indicate if application(s) are on file with OSDS.

Certification Application

To apply, access the online Small Business Certification Application (STD. 813), or to receive a hard-copy form by mail, e-mail osdchelp@dgs.ca.gov or call (800) 559-5529 or (916) 375-4940.

A **complete** certification application package must be received by the OSDS no later than 5 p.m. of the bid due date. The certification effective date will be the date the application is properly received and deemed **complete** by the OSDS. Incomplete application submittals will delay the certification status and may result in loss of the five (5) percent preference eligibility. For more information, email osdchelp@dgs.ca.gov or call (916) 375-4940.

You may mail, **hand-deliver, or express-mail** your package to:

Office of Small Business and DVBE Services (OSDS)
ATTN:BDD Unit
707 3rd Street
West Sacramento, CA 95605

M. INSURANCE (APPLICABLE)

The bidder awarded the contract shall provide a signed original Certificate of Insurance including an amount of \$5,000,000 in general liability coverage for contracts of a hazardous nature and/or \$1,000,000 for other contracts for which liability insurance is required, automobile liability insurance required if used on-grounds, insurance per occurrence for bodily injury and property damage liability combined prior to the time of entering into a contract to be let pursuant to this IFB.

Workers Compensation Insurance Coverage is also required and proof of coverage is required. The certificate must include:

- Evidence of authorized insurance coverage for the term of the contract which includes set up and tear-down;
- A 30-day cancellation notice;
- The Fairgrounds with address shown as certificate holder; and
- The additional insured paragraph in the following exact words:

"That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."

**N. DISABLED VETERAN BUSINESS ENTERPRISE (DVBE)
PROGRAM REQUIREMENTS**

The Fair elects to waive both the DVBE Program Requirement and the incentive for this solicitation. No DVBE requirement is made for this solicitation.

FORMS SECTION

A. FORMS TO BE COMPLETED AND SUBMITTED BY BIDDER

- Bidder/Contractor Status Form, completed and signed (mandatory).
- Financial Proposal Bid Form, completed and signed (mandatory).
- Technical Bid Form

B. DOCUMENTS TO BE COMPLETED BY 21st DAA

- Notice of Proposed Award, after proposed awardee is determined.

C. DOCUMENTS THAT ARE PART OF THE CONTRACT TO BE AWARDED

- Interim Rental Agreement
- Standard Contract Terms and Conditions (F-31, Rental Agreement) (Exhibit “B”)
- CFSA’s Insurance Requirements, Revised 1/1/23 (Exhibit “C”)
- Office of the State Fire Marshal Special Events Rules & Regulations (Exhibit “D”)

TECHNICAL BID FORM

BIDDER’S NAME:

FAIR:

The undersigned declares under penalty under the laws of the State of California that the matters set forth in this “Technical Bid Form” and all attachments thereto and enclosures therewith, if any, are true.

The undersigned hereby bids and agrees to furnish all equipment, apparatus, labor, supplies, and other facilities and incidentals necessary and/or required to perform all work required for the above-named Fair in the manner and time prescribed in the IFB and such addenda thereto as may be issued prior to bid opening date (please complete acknowledgements of receipts below) and all other contract documents as defined in the Standard Agreement. Bidder hereby acknowledges receipt of all Addenda to this Request for Proposal by completing the following:

Addenda No. _____ acknowledged	Bidder’s initials _____ Received and
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Addenda No. _____ acknowledged	Bidder’s initials _____ Received and
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Addenda No. _____ acknowledged	Bidder’s initials _____ Received and
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Each “Technical Bid Form” submitted shall include the items below:

1. All attachments appropriately numbered
2. Other

BIDDER/CONTRACTOR STATUS FORM

Page 1 of 2

Contractor's Name _____ County _____
(full business name)

Address _____ Federal Employer ID# _____

City _____ Zip Code _____
(principal place of business)

STATUS OF CONTRACTOR PROPOSING TO DO BUSINESS (PLEASE CHECK ONE)

____ Individual ____ Limited Partnership ____ General Partnership ____ Corporation

Individual (Please check one) ____ Resident ____ Non-Resident

If a sole proprietorship, state the true full name of sole proprietor; (i.e., John Roe Smith; not J. Roe Smith or not John R. Smith)

Partnership (Please check one) ____ General Partnership ____ Limited Partnership

If a partnership, list each partner identifying whether limited partner (s), stating their true full name and their interest in the partnership:

Corporation

Place and date of incorporation:

If not a California Corporation in good standing, please state the date the corporation was authorized to do business in California: _____

CURRENT OFFICERS:

President: _____ Vice President: _____

Secretary: _____ Treasurer: _____

Other Officers: _____

BIDDER/CONTRACTOR STATUS FORM

Page 2 of 2

All must answer:

Are you subject to Federal Backup Withholding? ____ Yes ____ No

Fictitious Name: _____

If contractor is doing business under a fictitious business name and will be performing under the fictitious name, please attach a clearly legible copy of the current fictitious filing.

Small Business Preference:

Are you claiming preference as a small business in reference to this IFB? ____ Yes ____ No

If yes, the bidder must submit OSDS's Small Business Certification Approval Letter; or if claiming the preference as a non-small business subcontracting with SB/MB(s), list the small business subcontractors. Also include the sub-contractor's certification or indicate if applications(s) are on file.

Your small business ID number: _____

Pending Litigation or Hearings:

Are any civil or criminal litigation or administrative hearings currently pending against the bidder's organization, owners, officers or employees? ____ Yes ____ No

If yes, please state the case number, agency or court where pending and status of litigation or hearing:

The 21st DAA reserves the right to verify the information provided on this form by the bidder during the IFB process.

I declare under penalty of perjury that the above information is true and correct and that I am authorized to sign this status form on behalf of the bidder/contractor.

(Print Name)

(Signature)

(Date)

If this status form is not completely filled out, signed and submitted with bidder's response to the IFB, the bid will be rejected as non-responsive

FINANCIAL PROPOSAL BID FORM
(Page 1 of 2)

PURPOSE:

Bids are being accepted from interested firms for the operation of the Hmong New Year Celebration at the Big Fresno Fair on the grounds of the 21st District Agricultural Association, Big Fresno Fair, for a one-year period (2023) with four, one-year renewal options (2024–2027).

Only the District, in its sole and exclusive discretion, may exercise the Rental Agreement renewal option. The District's exercise of the option to extend the Rental Agreement may include or require renegotiation of all or part of the Rental Agreement including the financial portion, in the District's sole and exclusive discretion.

BID PRICE:

The undersigned agrees to execute a Rental Agreement with the 21st District Agricultural Association, Big Fresno Fair to operate a Hmong New Year Celebration as set forth in this document. **The undersigned agrees to the flat rental rate, beginning at a minimum of \$80,000.00 per day and a flat tenant improvement fund beginning at a minimum of \$10,000.00 per year.** Any additional years will be negotiated upon exercising of options.

2023 Bid \$ _____
2023 Improvement Fund \$ _____

2023 Total Bid \$ _____

2024 Bid \$ _____
2024 Improvement Fund \$ _____

2024 Total Bid \$ _____

2025 Bid \$ _____
2025 Improvement Fund \$ _____

2025 Total Bid \$ _____

2026 Bid \$ _____
2026 Improvement Fund \$ _____

2026 Total Bid \$ _____

2027 Bid \$ _____
2027 Improvement Fund \$ _____

2027 Total Bid \$ _____

GRAND TOTAL BID \$ _____ (2023, 2024, 2025, 2026, & 2027)

FINANCIAL PROPOSAL BID FORM
(Page 2 of 2)

Are you claiming preference as a small business? ____Yes ____No

If yes, the bidder must submit the OSDS's Small Business Certification Approval Letter with this bid package; or has included in the bid package a notification to the awarding department that it commits to subcontract at least twenty-five percent (25%) of its net bid price with one or more small businesses.

All bidders' must fill in the following information and sign this form in order for the "Financial Proposal Bid Form" to be considered

FIRM NAME

TELEPHONE NUMBER

ADDRESS

CITY/ZIP CODE

FEDERAL IDENTIFICATION NUMBER

Bidder certifies to the DAA that bidder has thoroughly familiarized self with the DAA facilities and accepts all reasonable disclosed risks in submitting this proposal that a prudent review of the facility would have revealed. By its signature on this proposal form, the bidder certifies that he/she has read and understood the IFB package including the information regarding bid protests. Further, bidder certifies that the information provided by the bidder is accurate, true and correct, and not intended to mislead the DAA in any manner.

SIGNATURE

TITLE

FRESNO FAIRGROUNDS CORPORATE MAP

THE BIG FRESNO FAIR

EVENT AREA

Buildings and Areas:

- Jr. Exhibits Building 4
- Kids' Town 5
- The Greenhouse 6
- Gem & Mineral 7
- Paddock Area
- Brian Itatarian Grandstand 11
- Paul Paul Amphitheater 10
- Je. Onnell Hall / Administration Building
- Industrial Education 12
- Fresno County Historical Museum
- Agriculture Building 17
- Commerce Building 14
- Industry Commerce Building 9
- Armory 18
- Livestock Pavilion 2
- Fur & Feathers 1
- AG Ventureland 3
- Wine Garden 8
- Table Mountain Rancheria Park 9
- Paul Paul Amphitheater 10
- Je. Onnell Hall / Administration Building
- Industrial Education 12
- Fresno County Historical Museum
- Agriculture Building 17
- Commerce Building 14
- Industry Commerce Building 9
- Armory 18
- Livestock Pavilion 2
- Fur & Feathers 1
- AG Ventureland 3
- Wine Garden 8
- Table Mountain Rancheria Park 9
- Paul Paul Amphitheater 10
- Je. Onnell Hall / Administration Building
- Industrial Education 12
- Fresno County Historical Museum
- Agriculture Building 17
- Commerce Building 14
- Industry Commerce Building 9
- Armory 18

Other Features:

- Infield Grass Area
- Infield Exhibit Area
- Race Track
- Tote Board
- Infield Tunnel Entrance
- Infield Pedestrian Tunnel
- Maple/Butler Parking Lot
- Butler Avenue
- Chance Avenue
- E. Kings Canyon Road
- E. Lyell Avenue
- E. Liberty Avenue
- E. Lane Avenue
- Friends of the Fair Parking Lot
- Chance Avenue Parking Lot
- Armory Parking Lot
- Carnival Parking Lot

Entrances:

- Butler Entrance (Gate 1)
- Butler Pedestrian Entrance (Gate 1)
- Butler Pedestrian Tunnel
- Gate 2
- Gate 3
- Gate 4
- Gate 5
- Gate 6
- Gate 7
- Gate 8
- Gate 9
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Exhibit B

STANDARD CONTRACT TERMS AND CONDITIONS

1. **National Labor Relations Board (PCC Section 10296)** Contractor, by signing this contract, does swear under penalty of perjury that no more than on final un-appealable finding of contempt of court by a Federal Court has been issued against contractor within the immediately preceding two-year period because of the contractor's failure to comply with an order of a Federal Court which orders the contractor to comply with an order of National Labor Relations Board (Public Contract Code Section 10296).
2. **Resolution of Contract Disputes (PCC Section 10240.5.10381)** If during the performance of this agreement, a dispute arises between contractor and Fair Management, which cannot be settled by discussion, the contractor shall submit a written statement regarding the dispute to Fair Management. A decision by Fair Management shall be made to the Contractor in writing, and shall be final and conclusive. Contractor shall continue to perform contract requirements without interruption during the dispute period.
3. **Non-Discrimination Clause/Statement of Compliance (GC 12990/CCR 8103-8120)** During the performance of this contract, contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractors and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. Contractors and subcontractors shall comply with the provision of the Fair Employment and Housing Act (Gov. Code Section 12900, et seq.) and the applicable regulations promulgated there under (CA Code of Regulations, Title 2, Section 7285.0, et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code Section 12990 (a-f), set forth in Ch. 5 of Div. 4 of Title 2 of the CA Code of Regulations are incorporated into this contract by reference and made part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. This contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this contract. Contractor by signing this contract hereby certifies, unless specifically exempted compliance with Gov. Code 12990 (a -f) and CA Code of Regulations, Title 2, Div. 4 Ch.5 in matters relating to reporting requirements and the development, implementation and maintenance of a Nondiscrimination Program. Prospective contractor agrees not to unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave.
4. **Amendment (GC 11010.5)** Contract modification, when allowable, may be made by formal amendment only.
5. **Assignment** This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
6. **Termination** The fair reserves the right to terminate any contract, at any time, upon order of the

Board of Directors by giving the contractor notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the fair of any further payments, obligations, and/or performances required in the terms of the contract.

7. **Governing Law** This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

8. **Conflict of Interest (PCC 10410, 10411, 10420)** Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (PCC 10410):

1. No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment
2. No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (PCC 10411):

1. For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
2. For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void (PCC 10420).

9. **Contractor Name Change** An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change, the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

10. **Air or Water Pollution Violation (WC 13301)** Under the State laws, the Contractor shall not be; (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

ADDENDUM TO INTERIM RENTAL AGREEMENT, FORM F-31

Labor

Any labor required to be performed by the Fair will be charged to Licensee @ \$50.00/hr. per man. All items remaining on the premises following event will be discarded the following morning unless prior arrangements have been made. Cleanup is not included in rental. Licensee is responsible for all damages.

Costs

Actual costs may vary due to additional equipment, labor, damages and/or unanticipated costs.

Food & Beverage

The Big Fresno Fair reserves the right to all food and beverage concessions.

Novelty/Concession Items

The sale of novelty items will not be permitted without prior approval of Fair Management. The Fresno Fair will receive 24% of gross sales after state sales tax on all novelty items (hats, t-shirts, buttons, etc.).

Licensee must provide means for concession audit. Cash registers must be used in lieu of cash. Failure to comply with Fair regulations may result in loss of concession privileges at future events.

Security

Security coverage must be arranged through the Fair.

Liability Insurance

Anyone renting Fairground facilities must have proof of insurance, with Combined Single (CSL) coverage of not less than \$1,000,000 per occurrence for low hazard events. Insurance Requirements issued by California Fairs Services Authority ("CFSA") outlining required coverage's limits and information to be included on the certificate of insurance is attached and made a part of this agreement. Certificate of insurance must be submitted to Fair Office forty-five (45) days prior to your event. If certificate is not received by Fair Office and/or does not meet all requirements, Licensee will be required to purchase insurance through CFSA. If you are interested in obtaining this insurance, please contact the Fair Office for details.

Compliance

Licensee agrees to comply/adhere to all city, county, state and Federal rules, regulations and permits.

Key Deposit (Optional)

An additional \$30 cash deposit is required for each key issued. All keys must be returned to Fair Office no later than Tuesday following event or deposit will be forfeited.

Parking

Fair reserves the right to charge for parking

Reservation of Dates

If you wish to reserve dates for the next year, please submit your request in writing within seven (7) days of your event and it will be presented to the Board for approval.

A \$500 deposit per building day is required within 30 days following Board approval. This deposit is non-refundable should you decide to cancel. If the required deposit is not received, the dates will no longer be held for you.

Exhibit C

California Fair Services Authority

INSURANCE REQUIREMENTS

(revised effective January 1, 2023)

I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter “contract”) protecting the legal liability of the State of California, the California Fair Services Authority, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

A. Insurance Certificate - The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:

1. List as the Additional Insured: "That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."
2. Dates: The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**
3. Coverages:
 - a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00-01. Limits shall not be less than for the limits in the CFSA Hazardous/Nonhazardous Activities List which includes, but is not limited to, the following: **\$5,000,000 per occurrence** for Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); **\$5,000,000 per occurrence** for the following types of Motorized Events: Automobile races, drifting exhibitions, burnout contests/competitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, endure, pro stock. **\$3,000,000 per occurrence** for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races. **\$3,000,000 per occurrence** for Rodeo Events all types with a paid gate and any Rough Stock Events such as Bull Riding,

Bareback, Saddle Bronc, or Mutton Busting; **\$2,000,000 per occurrence for the following:** Concerts: 2,000 and more attendees; Extreme Attractions*: All Types, including but not limited to bungee attractions, ejection seats, sky scrapers, Trampoline Things/quad jumpers, zip line or similar attractions requiring a Cal/OSHA permit to operate; Fair time Kiddie Carnival Rides: Up to 6 kiddie rides (includes book-in rides); Interim Carnival Rides; Extreme Attractions; Law Enforcement: All types, including but not limited to city police, county sheriff, California Highway Patrol, county probation, California Department of Corrections, state or federal military. Mutual indemnification in the contract may substitute for coverage with written approval from CFSA. Mechanical Bulls; Motorized Events: Car jumping contests/demonstrations of hydraulic modifications to automobiles; Rave Type Events: Any dance or concert which extends beyond midnight; Rodeo Events: All Types without a paid gate and with any Rough Stock Events such as Bull Riding, Bareback, Saddle Bronc, or Mutton Busting; Simulators; **\$1,000,000 per occurrence** for Rodeo Events All Types **without** any Rough Stock Events but including barrel racing, penning, and roping; **\$1,000,000 per occurrence** for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

The Certificate of Insurance shall list the applicable policy forms, including endorsements. Any exclusions or coverage limitations, including sub-limits, that apply to the contractor/renter's activities, or business to be conducted under the contract or rental agreement/lease, must be listed in the Certificate of Insurance. If there is a self-insured retention or deductible in the contractor/renter's coverage equal to or in excess of \$100,000, the self-insured retention/deductible amount shall be included as part of the Certificate of Insurance. A copy of the contractor/renter's policy declaration page containing this information as an attachment/exhibit to the Certificate of Insurance will be acceptable, provided it contains all the aforementioned information.

- b. Automobile Liability - Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 00-01, Symbol #1 (Any Auto) with limits of not less than \$1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.
- c. Workers' Compensation - Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.
- d. Medical Malpractice - Medical Malpractice coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving medical services.
- e. Liquor Liability - Liquor Liability coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.

- 4. Cancellation Notice: Notice of cancellation of the listed policy or policies shall be

sent to the Certificate Holder in accordance with policy provisions.

5. Certificate Holder:

- For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder.
- For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.

6. Insurance Company: The company providing insurance coverage must be acceptable to the California Department of Insurance.

7. Insured: The contractor/renter must be specifically listed as the Insured.

OR

B. CFSA Special Events Program - The contractor/renter obtains liability protection through the California Fair Services Authority (CFSA) Special Events Program, when applicable.

OR

C. Master Certificates - A current master certificate of insurance for the contractor/renter has been approved by and is on file with California Fair Services Authority (CFSA).

OR

D. Self-Insurance - The contractor/renter is self-insured and acceptable evidence of self-insurance has been approved by California Fair Services Authority (CFSA).

II. General Provisions

1. Maintenance of Coverage - The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.

2. Primary Coverage - The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.
3. Contractor's Responsibility - Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**
4. Certified Copies of Policies - Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

III. Participant Waivers

1. For hazardous participant events (see subsection 4. below), the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter.
2. Contractor/renter shall ensure that any party renting space from the contractor/renter with, or for, hazardous participant events (see subsection 4. below) obtains a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events and provides a copy to the contractor/renter.
3. The contractor/renter shall provide copies of all executed release and waiver of liability agreements required under subsections 1. and 2. above to the Fair at the end of the rental agreement.
4. Hazardous participant events include, but are not limited to, any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Freefall Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority, Risk Management Department at (916) 921-2213 for further information and for CFSA Release and Waiver Form.

Exhibit D
Office of the State Fire Marshal Rules & Regulations

STATE OF CALIFORNIA—NATURAL RESOURCES AGENCY

Gavin Newsom, Governor



DEPARTMENT OF FORESTRY AND FIRE PROTECTION
OFFICE OF THE STATE FIRE MARSHAL
Fire and Life Safety Division
2251 Harvard Street, Suite 130
SACRAMENTO, CA 95815
(916) 568-3801
Website: www.osfm.fire.ca.gov



Purpose:

The purpose of this document is to provide the festivities coordinator, owner, lessee, and the vendors the necessary information to ensure that tents used are in conformance with California State law.

Scope: 2019 CFC 3101

Tents, temporary special event structures and membrane structures shall comply with this chapter. The provisions of Section 3103 are applicable only to temporary tents and membrane structures. The provisions of Sections 3104 and 3106 are applicable to temporary and permanent tents and membrane structures. The provisions of Section 3105 are applicable to temporary special event structures. The provisions of Section 3106 are applicable to outdoor assembly events. Other temporary structures shall comply with the California Building Code. These building standards govern the use of tents, awnings or other fabric enclosures, including membrane (air-supported and air-inflated) structures and places of assemblage, in or under which 10 or more persons may gather for any lawful purpose.

California Code of Regulations, Title 19, Division 1, 303. (a) and (b)

- (a) The provisions of California Code of Regulations, Title 19, Division 1, Chapter 2 apply to the sale, offering for sale, manufacture for sale, rental and use of tents within this state.
- (b) For building standards relating to tents and membrane structures, see California Code of Regulations, Title 24, Part 9.

Approval Required: 2019 CFC 105.6.47 & 3103.2

A permit is required to use tents for places of assembly, ceremony, fairs and carnivals, worship, cooking, display of vehicles or equipment, competition, or the like. *Exception:* A tent permit is not required for funeral services.

Tents, with or without sides, having an area in excess of 400 square feet shall not be erected, operated, or maintained for any purpose without first obtaining a permit and approval from the fire code official.

Use Period: 2019 CFC 3103.5

Tents shall not be erected for a period of more than 180 days within a 12-month period on a single premise.

Construction Documents: 2019 CFC 3103.6 & CBC 107.2.6

A detailed site and floor plan for tents or membrane structures with an occupant load of 50 or more shall be provided with each application for approval. The tent or membrane structure floor plan shall indicate details of the means of egress facilities, seating capacity, arrangement of the seating and location and type of heating and electrical equipment.

Site plan. The construction documents submitted with the application for permit shall be accompanied by a site plan showing to scale the size and location of new construction and existing structures on the site, distances from lot lines, the established street grades and the proposed finished grades and, as applicable, flood hazard areas, floodways, and design flood elevations; and it shall be drawn in accordance with an accurate boundary line survey. In the case of demolition, the site plan shall show construction to be demolished and the location and size of existing structures and construction that are to remain on the site or plot. The building official is authorized to waive or modify the requirement for a site plan when the application for permit is for alteration or repair or when otherwise warranted.

Stage Canopies Documents: 2019 CFC 3105.2

Temporary stage canopies in excess of 400 square feet shall not be erected, operated, or maintained for any purpose without first obtaining approval and a permit from the fire code official and the building official.

Required Documents: 2019 CFC 3105.5

Construction documents shall be prepared in accordance with CBC and ANSI E1.21 where applicable. Construction documents shall include:

- 1) A summary sheet showing the building code used, design criteria, loads and support relations.
- 2) Detailed construction and installation drawings.
- 3) Design calculations.
- 4) Operating limits of the structure explicitly outlined by the registered design professional including environmental conditions and physical forces.
- 5) Effects of additive elements such as video walls, supported scenery, audio equipment, vertical and horizontal coverings.
- 6) Means for adequate stability including specific requirements for guying and cross-bracing, ground anchors or ballast for different ground conditions.

Designation of responsible part: The owner of the temporary special event structure shall designate in writing a person to have responsibility for the temporary special event structure on site. The designated person shall have sufficient knowledge of the construction documents, Manufacturer's recommendations and operations plan to make judgements regarding the structure's safety and coordinate with the fire code official.

Operations plan: The operations plan shall reflect manufacturer's operation guidelines, procedures for environmental monitoring and action to be taken under specified conditions consistent with the construction documents.

Independent Inspector: 2019 CFC 3105.6.2

The owner of a temporary special event structure shall employ a qualified, independent approved agency or individual to inspect the installation of a temporary special event structure.

Inspection Procedure: 2019 CFC 3105.6.2

The State Fire Marshal's Office will conduct an inspection to determine compliance with these requirements. In the event fire and life safety violations are found, the responsible person will be given one opportunity for compliance. Failure to adhere to these requirements may result in closure of the respective operation. It shall be the responsibility of the promoter to ensure vendors are aware of these regulations.

Location & Access: 2019 CFC 3103.8

Access. Fire apparatus access roads shall be provided in accordance with CCR, Title 19, Division 1, § 3.05.

Location. Tents or membrane structures shall not be located within 20 feet of lot lines, buildings, other tents or membrane structures, parked vehicles, or internal combustion engines. For the purpose of determining required distances, support ropes and guy wires shall be considered as part of the temporary membrane structure or tent.

[CCR, Title 19, Division 1, § 312] Vehicles necessary to the operation of the establishment shall be parked at least 20 feet from any tent. No other vehicle shall be parked less than 100 feet from any tent except vehicles parked on a public street shall park at least 20 feet from any tent.

Required Anchorage: 2019 CFC 3103.9

Tents or membrane structures and their appurtenances shall be adequately roped, braced, and anchored to withstand the elements of weather and prevent against collapsing. Documentation of structural stability shall be furnished to the fire code official on request.

Fabric Certification and Labeling for LARGE Tents: CCR, Title 19, Division 1

Before a permit is granted, the owner or agent shall file with the fire department a Certificate of Flame Resistance issued by a State Fire Marshal approved testing laboratory or by a State Fire Marshal approved applicator of a State Fire Marshal approved flame retardant chemical or by a State Fire Marshal approved manufacturer certifying that the tent(s) and their appurtenances; sidewalls, drops, tarpaulins, floor coverings, bunting and combustible decorative materials and effects, including hay and sawdust when used on floors, has been treated in an approved manner or is made of State Fire Marshal approved and listed inherently flame resistant fabric and that the flame retardant treatment is effective for the use period specified by the permit. Tent tops and sidewalls shall have a permanently affixed label by a California State Fire Marshal licensed applicator or manufacturer bearing the following information:

- 1) The Seal of Registration
- 2) If treated fabric, the name and registration number of the approved application concern and approved chemical used, and the date of treatment.

- 3) If registered fabric, the trade name and registration number of the approved fabric, and the date of production.

Label: 2019 CFC 3104.3

Tents shall have a permanently affixed label bearing the identification of size and fabric or material type.

Required Labels:

The form is titled "Certificate of Flame Resistance". It includes fields for "REGISTERED FABRIC OR CONSUMER NUMBER", "MADE BY", and "Date tested or manufactured". A statement reads: "This is to certify that the materials described on the reverse side hereof have been flame-retardant treated (or are inherently nonflammable)." Below this are fields for "FOR", "ADDRESS", "CITY", and "STATE". A section for "Certification is hereby made that: (Check 'a' or 'b')" contains two options: (a) for flame-retardant treated materials and (b) for flame-resistant fabrics. Each option has fields for "Name of chemical used", "Method of application", "Trade name of flame-retardant fabric or material used", and "Reg. No.". At the bottom, there are fields for "The Flame Retardant Process Used", "Be Removed By Washing", "Name of Approver or Production Superintendent", and "By".

24 pt. type
WARNING
16 pt. type
**KEEP ALL FLAME
AND HEAT SOURCES
AWAY FROM THIS
TENT FABRIC**

12 pt. type
***This tent is made with flame-resis-
tant fabric which meets CPAI-84
specifications. It is not fire proof.
The fabric will burn if left in con-
tinuous contact with any flame
source.***
***The application of any foreign sub-
stance to the tent fabric may render
the flame resistant properties
ineffective.***

Required Certificate

Fabric Certification and Labeling for SMALL Tents: CCR, Title 19, Division 1

Small tents shall have a permanently affixed label bearing the following information as specified in CPAI-84.

- 1) Certification- A statement that the materials used in the manufacture of the item meet the flame resistance requirements of CPAI-84.
- 2) Manufacturer Identification.
- 3) Warning label stating the following: Warning, Keep all flame and heat sources away from this tent fabric. This tent is made with flame resistant fabric which meets CPAI-84 specifications. It is not fireproof. The fabric will burn if left in continuous contact with any flame source. The application of any foreign substance to the tent fabric may render the flame-resistant properties ineffective.

Combustible Materials for Assembly Occupancies: CCR Title 19, Division 1

No person shall use or display any combustible decorations such as hay, straw, shavings, dry vegetation, large dimensions of fabric, for example curtains, tablecloths and other decorations or visual effects, or any other hazard, without first treating said material with a State Fire Marshal approved fire retardant chemical. All treated material shall have proof of treatment affixed to it in accordance with the State Fire Marshal's regulations. A 3" x 3" sample of the decorative fabric shall be submitted for acceptance, at least 72 hours in advanced, and accompanied by a Certificate of Flame Resistance. *Exception:* Materials necessary for the daily feeding and care of animals.

Fire Protection: CCR, Title 19, Division 1, 2019 CFC 3104.12

Portable fire extinguishers shall be located in conspicuous locations where they will be readily accessible and immediately available for use along normal paths of travel. Portable fire extinguishers shall not be obstructed or obscured from view and shall be provided with a locating sign when deemed necessary by the authority having jurisdiction.

- 1) One Class 2A-10BC fire extinguisher shall be provided in every tent having a floor area between 500 square feet and 1000 square feet. One additional fire extinguisher shall be provided for each additional 2000 square feet or fraction thereof or at the discretion of the authority having jurisdiction. [Title 19]
- 2) Tents having a capacity of 1000 or more persons shall be protected on each of the long sides with fire hose lines of at least 1 ½ inch internal diameter and of sufficient length to reach either end of the tent. The water supply shall be either from the public water mains or from tanks having a capacity of not less than 500 gallons. There shall be at least 65 pounds of flowing pressure at the nozzle of the hose line when a ½ inch tip is used. [Title 19]
- 3) Any booth or tent using combustible or flammable liquids must have a U.L. listed fire extinguisher with a rating of not less than 2A:10B:C, be fully charged, bearing the California State Fire Marshal label, and be placed in an accessible location near the exit of the structure. [Title 19, 2013 CFC]
- 4) Every tent which prepares or serves heated food shall be equipped with a 2A:10B:C fire extinguisher bearing a current California State Fire Marshal service tag, and be fully charged, and placed in an accessible location near the exit of the structure. Or a new fire extinguisher, minimum five (5) pounds, with the sales receipt taped to the side of it for visual inspection. [Title 19, AHJ]
- 5) At least one Class 10BC fire extinguisher shall be provided with each generator or transformer. [Title 19]

Fire Protection for Cooking: CCR, Title 19, Division 1

A K-rated fire extinguisher shall be provided for all cooking applications utilizing grease or combustible cooking media. (vegetable or animal oils or fats)

Fire Safety Personnel: CCR, Title 19, Division 1

The owners or operators of any tent used as a place of assemblage shall provide at least one qualified fire safety person in every tent having a capacity of 500 persons and one additional qualified person for each 1,000 additional persons or fraction thereof. Such persons shall be on duty in the tent at all times when the tent is open to the public. They shall be proficient in the handling of fire extinguishers and equipment and shall be familiar with the fire and panic safety regulations. The individual designated under this section shall meet the approval of the fire authority having jurisdiction.

Standby Personnel: 2019 CFC 3107.17

When in the opinion of the fire code official, it is essential for public safety in a tent due to the use or the nature of the activity the owner, agent or lessee shall employ one or more qualified persons as required and approved to remain on duty during the times such places are open to the public and or activities are being conducted. Standby personnel shall keep diligent watch for fires and take prompt measures for extinguishment, assist in evacuation, and call 9-1-1.

Crowd Managers: 2019 CFC 3107.17.2

There shall be trained crowd managers or crowd managers/supervisors at a ratio of one crowd manager/supervisor for every 250 occupants.

Abatement of Fire and Panic Hazards: CCR, Title 19, Division 1

Any condition that presents a fire hazard, would contribute to the rapid spread of fire, interfere with the rapid exit of persons from the tents, or interfere with or delay the extinguishment of a fire, shall be immediately corrected as ordered by the enforcing authority.

Housekeeping and Combustible Vegetation: 2019 CFC 3103-3103.12.8

The areas within and adjacent to the tent shall be maintained clear of all combustible materials and vegetation that could create a fire hazard within 30 feet. Combustible trash shall be removed at least once per day during the period that the tent is occupied by the public. The accumulation of combustible trash in the form of papers, boxes, etc., when stored next to open flame or hot cooking devices present a tremendous fire hazard. Hot oil can ignite other items and can cause serious and/or lethal burns. Use common sense and pay attention! Do not block your exits - always leave a clear and open path to the outside when you are working in a portable structure.

Weed Abatement and Vegetation Removal: CCR, Title 19, Division 1 §326.

- 1) All flammable vegetation within 50 feet of any tent shall be removed.
- 2) Hay, straw, trash, and other similar flammable material shall be stored more than 50 feet from any tent except upon approval of the enforcing authority.

Exception: Tents to which the public is not admitted.

- a. Combustible waste shall not be permitted to accumulate on the grounds either inside or outside of tents. Such waste shall be stored in approved containers until removed from the premises.

Combustible Waste Material: 2019 CFC 3107.19

The floor surface inside tents and the grounds outside and within 30 feet in perimeter shall be kept free of combustible waste and other combustible materials that could create a fire hazard.

Clearance: 2019 CFC 3107.8

There shall be a minimum clearance of at least 3 feet between the fabric envelope and all contents located inside membrane structures.

Smoking: CCR, Title 19, Division 1 & 2019 CFC 3104.6

Smoking shall not be permitted in tents or in any areas adjacent to where hay or other highly flammable materials are kept. Approved NO SMOKING signs shall be conspicuously posted in all tents open to the public and wherever otherwise specified by the enforcing authority.

Open Flames: 2019 CFC 3107.4 & CCR Title 19, Division 1

Open flame or other devices (candles, torches, and the like) emitting flame, fire or heat, lanterns or any flammable or combustible liquid, gas, charcoal, or other cooking device shall not be permitted inside or located within 20 feet of a tent unless approved by the fire code official.

Fireworks: 2019 CFC 3107.5 & CCR Title 19, Division 1

Fireworks shall not be used within 100 feet of tents or membrane structures.

Heating and Cooking Equipment: 2019 CFC 3107.12-3107.12.7 & AHJ

- 1) Electrical heating and cooking equipment shall comply with the California Electrical Code.
- 2) Open flame or other devices emitting flame, fire, or heat or any flammable or combustible liquids, gas, charcoal or other cooking device or any other unapproved devices shall not be permitted inside or located within 20 feet of the tent while open to the public unless approved by the fire code official.
- 3) Heating and cooking equipment shall not be located within 10 feet of exits or combustible materials.
- 4) Tents with sidewalls or drops where cooking is performed shall be separated from other tents by a minimum of 20 feet.
- 5) Outdoor cooking that produces sparks or grease laden vapors shall not be performed within 20 feet of a tent.
- 6) Solid flammables, butane or other similar devices which do not pose an ignition hazard shall be approved for cooking demonstrations and warming of food. Solid fuel cooking shall be isolated from contact with the public by physical guards, fencing, or enclosure.
- 7) Electrical heating and cooking equipment shall be approved by the fire code official.
- 8) All commercial cooking equipment located inside of a trailer or fully enclosed constructed booth made of permanent materials shall be provided with an approved automatic fire extinguishing system which is U.L. 300 compliant, bearing an approved service label as certified by the Office of the State Fire Marshal.
- 9) All barbeque cooking shall be conducted only outside of tents. Gas-fired barbeque shall be placed a minimum of 20 feet from any structure, overhang, or fabric.

- 10) Solid fuel cooking shall be a minimum of 20 feet from any structure, overhang, or fabric.
- 11) No combustible or flammable liquids shall be heated directly on any heater or cooking appliance. Substance such as candle wax shall be melted in containers set in boiling water (double boiler) to keep the wax from reaching its ignition temperature.
- 12) All deep fryers and other cooking appliances (i.e. pots, pans, woks, etc.) with a capacity of one (1) gallon (4 quarts) of cooking oil or more shall be kept outside of tents, trailers, or the like and placed a minimum of 20 feet away or shall be located under a commercial kitchen hood provided with a U.L. 300 compliant fire extinguishing system bearing an approved service label as certified by the Office of the State Fire Marshal.

Compressed Gas Cylinders: 2019 CFC 3107.13-3107.13.3

- 1) Propane fired devices must be approved by Underwriters Laboratories (UL) or by the American Gas Association (AGA). These labels must be accessible for inspection.
- 2) Liquefied Petroleum (LP) gas containers of 500 gallons or less shall be located outside of the tent with a minimum separation distance of least 10 feet between container and structure and shall have the safety release valve pointed away from the tent.
- 3) Liquefied Petroleum (LP) gas containers of 500 gallons or more shall be located outside of the tent with a minimum separation distance of least 25 feet between container and structure and shall have the safety release valve pointed away from the tent.
- 4) All cylinders shall be stored in an upright position, adequately secured in place and protected to prevent accidental tip-over, tampering, unauthorized movement and damage by vehicles or other hazards.
- 5) Cylinders not in use shall be capped.
- 6) All compressed gas cylinders in use shall be equipped with individual regulators with approved hose and appliances.
- 7) All L.P. gas cylinders shall be within current hydrostatic test date, (no more than 12 years from date of manufacture, or no more than five (5) years from last hydrostatic test).

Flammable and Combustible Liquid Storage: 2019 CFC 3107.4 & T CCR Title 19, Division 1 § 324

Flammable-liquid-fueled equipment shall not be used in tents. Storage of flammable and combustible liquids shall be stored outside in an approved manner and not less than 50 feet from tents. Refueling shall be performed in an approved location and not less than 20 feet from tents

Electrical: 2019 CFC 604.5-604.9 & CEC 590.1-590.3

Electrical equipment and installations shall comply with the California Electrical Code.

Some temporary lighting may require an electrical permit. Before an extension cord can be used with a portable appliance all the following must be met:

- 1) Extension cords shall be plugged directly into an approved receptacle.
- 2) Extension cords shall serve only one appliance or fixture.
- 3) Extension cords shall not exceed 75 feet in length and be no smaller than 16-gauge wire.
- 4) The current capacity of the cord shall not be less than the rated capacity of the appliance or fixture.
- 5) The extension cord is maintained in good repair, without splices, deterioration, or damage.

- 6) The extension cord shall be of the grounded type when servicing grounded appliances or fixtures.
- 7) If an extension cord has to go across a traffic area, then an approved traffic pad shall be used. (All extension cords shall be secured to prevent a tripping hazard).
- 8) Extension cords shall not be connected in series.

Internal Combustion Power Sources – Generators and Similar Equipment: 2019 CFC 3107.16

Generators and other internal combustion power sources shall be separated from tents by a minimum of 20 feet and shall be isolated from contact with the public by fencing, enclosure, or other approved means. All tripping hazards shall be secured.

Display of Motor Vehicles: 2019 CFC 3107.15-3107.15.3

Batteries shall be disconnected in an appropriate manner. Vehicles shall not be fueled or defueled within and tent. Fuel tanks shall not exceed one-quarter of the tank capacity or 5 gallons whichever is less. Fuel systems shall be inspected for leaks and fuel tank openings shall be sealed to prevent the escape of vapors.

Seating Arrangements: 2019 CFC 3103.11

Where chairs and/or tables are used, the arrangement shall be such to provide aisles 44" wide where obstructions are placed on both sides.

With standard row seating, the spacing of chairs shall provide a space of not less than 12" from the back of one chair to the front of the most forward projection of the chair immediately behind. The rows of chairs shall be spaced not less than 33" back to back.

There shall be no more than 14 seats in any row of seats with aisles at each end. All loose seats, folding chairs or similar seating facilities that are not fixed to the floor shall be bonded together in groups of not less than three. EXCEPTION: When not more than 200 such seats, chairs or facilities are provided, bonding thereof may be deleted. [CCR Title 19 Division 1]

Aisles: 2019 CFC 3103.12.5-3103.12.8

The width of aisles without fixed seating shall be a minimum of 44 inches in seating areas and be progressively increased in width to provide not less than one foot of aisle width for each 50 persons served by the aisle. Arrangement of aisles shall be subject to approval by the fire code official.

Exiting and Occupant Load: 2019 CFC 3103.12.2

Tents shall have proper exiting in place. Each tent shall at least one exit and no less than the number of exits as indicated in the table below. Number of exits are based on the size of the tent, number of walls (sides) and occupant load. Maximum occupant load signs shall be posted when required by the fire code official.

Exits shall be spaced at approximately equal intervals around the perimeter of the tent and shall be located such that all points within the tent are within 100 feet or less from an exit.

OCCUPANT LOAD	MINIMUM NUMBER OF MEANS OF EGRESS	MINIMUM WIDTH OF EACH MEANS OF EGRESS (inches)	MINIMUM WIDTH OF EACH MEANS OF EGRESS (inches)
		Tent	Membrane Structure
10 to 199	2	72	36
200 to 499	3	72	72
500 to 999	4	96	72
1,000 to 1,999	5	120	96
2,000 to 2,999	6	120	96
Over 3,000 ^a	7	120	96

For SI: 1 inch = 25.4 mm.

- a. When the occupant load exceeds 3,000, the total width of means of egress (in inches) shall not be less than the total occupant load multiplied by 0.2 inches per person.

Exit Signs: 2019 CFC 3103.12.6

Exits shall be clearly marked. Exit signs shall be installed at required exit doorways and where otherwise necessary to indicate clearly the direction of egress where the exit serves an occupant load of 50 or more.

Exit signs shall be either listed and labeled in accordance with UL 924 as the internally illuminated type and used in accordance with the listing or shall be externally illuminated by luminaires supplied

in either of the following manners:

- 1) Two separate circuits, one of which shall be separate from all other circuits, for occupant loads of 300 or less.
- 2) Two separate sources of power, one of which shall be an approved emergency system, shall be provided where the occupant load exceeds 300. Emergency systems shall be supplied from storage batteries or from the on-site generator set, and the system shall be installed in accordance with the *California Electrical Code*. The emergency system provided shall have a minimum duration of 90 minutes when operated at full design demand.

Exits shall be clearly marked with exit signs in tents having an occupant load of 50 or more. Illuminated exit signs shall be installed at all required exit doorways for occupant loads of 51 to 299 person or as determined by the fire code official. Illuminated exit signs shall be an approved self-luminous type or shall be internally illuminated. Two separate circuits are required, one of which separate from all other circuits. For occupant loads of 300 or more, two separate sources of power, one of which is an emergency system consisting of onsite storage batteries or and on site generator, shall be provided.

Emergency Lighting 2019 CFC 3103.12.6.1

Means of egress illumination shall be provided whenever the tent is occupied. An intensity of not less than one foot-candle at floor level is required. Fixtures shall be supplied from a separate circuit or source of power. In the event of power failure an emergency electrical system shall automatically illuminate the means of egress system.

Parking of Vehicles Title 19, 312 & 2019 CFC 3103.8.2

Vehicles necessary to the operation of the establishment and parked on a public street shall be parked at least 20 feet from any tent. No other vehicles shall be parked less than 100 feet from any tent.

THIS FORM MUST BE COMPLETED AND POSTED IN EACH BOOTH, BARN, EXHIBIT HALLS PRIOR TO EVENT

BOOTH CONSTRUCTION/LOCATION:

- ☐ Minimum of 20 feet from any permanent structure.
- ☐ All fabric or pliable canopy covers, side/back drops and decorative material must be inherently fire resistive or treated.
- ☐ Exit openings shall be a minimum of 3 feet wide and 6 feet 8 inches in height.

ELECTRICAL:

- ☐ Electrical extension cords shall be of the heavy-duty three-wire (grounded), hard-usage type.
- ☐ Electrical equipment and installation shall be inspected and approved by a qualified person.

LIVESTOCK/BARN AREAS:

- ☐ No space heaters, electric skillets, toasters, coffee makers, hot plates and any other appliances.
- ☐ No storage of flammable or combustible liquids or machines.
- ☐ Fire hoses, fire extinguishers or other fire equipment shall not be blocked or obstructed at any time.
- ☐ The roads around the barns shall be kept clear so that fire apparatus may be able to pass through at any time. Minimum width of these roads shall be 20 feet.
- ☐ No parking of any vehicles in any barn or livestock areas.

RV PARKING:

- ☐ The site shall maintain an all-weather surface with adequate roads having 20 feet minimum width for fire department apparatus.
- ☐ A minimum of 30 feet of clearance shall be provided between the site and any adjoining fair structure or surrounding property.
- ☐ All combustible growth shall be cleared from the site and from the property surrounding the site for a distance of at least 30 feet.

FOOD SERVICES AREAS:

- ☐ No use or storage of portable containers of Liquefied Petroleum Gas (LPG) inside buildings or tents.
- ☐ All cylinders must be secured to prevent tipping or falling over.
- ☐ Cooking booths must be separated from non-cooking booths by 10 feet.
- ☐ All Automatic Fire Extinguishing Systems (Hood System) have been serviced within the last six months.
- Fire Extinguishers:**
 - ☐ Each booth shall be provided with a minimum 2A10BC rated portable fire extinguisher.
 - ☐ Each booth with deep fat fryer shall have a Class K portable fire extinguisher.
 - ☐ All portable fire extinguishers have been serviced by a SFM licensed company annually with a service tag attached.

- ☐ The fire extinguisher must be mounted or secured so that it will not fall over.
- ☐ All fire extinguishers must be visible and accessible.
- Deep Fat Fry/Flambé Cooking:**
 - ☐ Deep fat Frying or flambé cooking operations shall be located in a separate enclosure where only cooking operations are performed.
- Wood Barbecue Cooking:**
 - ☐ No wood barbecue cooking inside of booths.
 - ☐ Only wood barbecue cooking shall be performed in areas away from public access.
 - ☐ No fuel wood shall be stored inside of booths.
 - ☐ Metal containers shall be provided for hot coal and ashes.
- Charcoal Barbecue Cooking:**
 - ☐ No charcoal barbecue cooking inside of booths or tents.
 - ☐ Only commercially sold charcoal fuel may be used.
 - ☐ Charcoal cooking shall be performed only in areas away from public access.
 - ☐ Charcoal cooking shall be located a minimum of 15 feet from any booth.
 - ☐ Charcoal cooking is at least 20 feet from any permanent structure.

EXHIBIT HALLS

- ☐ No open flame.
- Exiting**
 - ☐ Illuminated exit sign.
 - ☐ No blocking or obstruction of exit.
 - ☐ Doors shall not be locked or chained.
 - ☐ Aisle width shall be maintained according to approved site plan.
- Fire equipment**
 - ☐ No blocking of fire hydrants.
 - ☐ No blocking of fire extinguishers.
 - ☐ No blocking of standpipe and fire hose cabinets.
 - ☐ No blocking of fire sprinkler systems.
 - ☐ No blocking of manual fire alarm pull stations.
 - ☐ No blocking of fire alarm audible/visual devices such as horns or strobes.
- ☐ No blocking of first aid equipment.
- Vehicle Static Display**
 - ☐ Battery terminals disconnected.
 - ☐ Fuel tank shall be no more than 1/4 filled.
 - ☐ Locked or taped gas cap.
- Decorative Materials**
 - ☐ Shall be inherently flame resistive or treated.

I have reviewed and verified this check list that all applicable items listed above are in compliance.

Signature

Host Vendor Exhibitor

Title (circle one)

Date

State of California

**OFFICE OF THE
STATE FIRE
MARSHAL**



**FIRE & LIFE SAFETY
DIVISION**

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GENERAL:

Fire and life safety requirements shall be applicable to any exhibit space, booth, trailer or tent within the fairgrounds. This list is not meant to cover all possible situations and the Promoter or Fair is responsible for adhering to all applicable regulations.

- Plans identifying the configuration of exhibit spaces shall be submitted to the SFM for review and approval 30 working days prior to the event. Plans shall indicate the location and size of all exit doors and aisles, and shall show exhibits both inside and outside of any building. Where seating is provided, the plan shall indicate the number of rows and seats between aisles. Final approval is subject to field inspections.
- SFM may enter any portion of any exhibit space/ booth at any time for the purpose of inspecting the premises for fire and life safety.
- No display or exhibit shall be installed or operated that will interfere or block in any way with access to any exit or with the visibility of any exit sign. No display shall block access to fire-fighting equipment, such as fire extinguisher stations, fire alarm pull stations, fire hose cabinets and fire hydrants or access by fire suppression vehicles or equipment.
- The location of all hydrants, fire extinguishers, water barrels, etc. shall be clearly marked in all areas.
- The exhibition of vehicles powered by internal combustion gasoline engines inside buildings shall require the following:
 - Fuel tank shall be no more than 1/4 filled and the gas cap shall be taped in place to deter removal.
 - The battery or batteries shall be disconnected and the battery terminals taped with electrical tape.
 - Vehicles shall be inspected by SFM.
- No open flame is allowed in any Fair Building.
- Bark dust or like material shall be kept moist at all times.
- All carpet edges shall be securely taped in place. Carpeting shall only be used on the floor.
- "NO SMOKING" signs shall be posted. Outside Smoking areas shall be provided with appropriate non-combustible containers for ashes.
- A housekeeping program shall be maintained and adequate non-combustible trash receptacles shall be provided in all areas and all trash will be removed on a regular basis.

BOOTH CONSTRUCTION/LOCATION:

- Booths shall be located a minimum of 20 feet from any permanent structure. If conditions warrant, distance may be reduced as approved by the SFM.
 - All fabric or pliable canopy covers, side/back drops and decorative material must be:
 - Inherently fire resistive and labeled as such or
 - Treated by a SFM licensed applicator. If the booth is owner occupied, it may be treated by the owner with a SFM approved fire retardant chemical (empty can and dated sales receipt may serve as proof).
 - Exit openings shall be a minimum of 3 feet wide and 6 feet, 8 inches in height.
- FIRE SAFETY TIPS:**
- Know where the fire extinguisher is located and how to use it.
 - Do not leave food cooking unattended.
 - Do not wear loose-fitting clothing when cooking.

- Keep combustibles away from heat sources.
- In case of emergency, dial 9-1-1.

ELECTRICAL:

- Electrical extension cords shall be of the heavy-duty three-wire (grounded), hard-usage type. No two-wire extension wiring shall be allowed. All extension wiring shall be protected from physical damage and shall be limited to 20 feet in length. This shall be temporary use.
- Electrical equipment and installation shall be inspected and approved by a qualified person or concern acceptable to the SFM.

LIVESTOCK/BARN AREAS:

- Heat production appliances, such as space heaters, electric skillets, toasters, coffee makers, hot plates and any other appliances which may be used for cooking purposes, shall not be permitted in the barn or livestock areas. Electrical devices in good repair and properly maintained and used in direct connection with the care of animals may be exempt from the above.
- Smoking shall not be permitted within the barn, stable, or livestock areas, or in exhibits using sawdust, hay or like materials on the floor.
- The storage of flammable or combustible liquids or machines containing such shall not be permitted inside any livestock areas.
- Fire hoses, fire extinguishers or other fire equipment shall only be used in case of an emergency. These devices shall not be blocked or obstructed at any time.
- The roads around the barns shall be kept clear so that fire apparatus may be able to pass through at any time. Minimum width of these roads shall be 20 feet.
- No vehicles shall be parked in any barn or livestock areas.

RV PARKING: Fire and life safety requirements shall apply to the use or parking of recreational vehicles on undeveloped sites on the fairgrounds.

- Plans identifying the configuration of the site shall be submitted to SFM for review and approval at least 30 days prior to site development.
- The site shall maintain an all-weather surface with adequate roads having 20 feet minimum width for fire department apparatus.
- A minimum of 30 feet of clearance shall be provided between the site and any adjoining fair structure or surrounding property.
- All combustible growth shall be cleared from the site and from the property surrounding the site for a distance of at least 30 feet.
- Painted lines, fences, posts, ropes, etc. shall be used to designate roadways from vehicle parking areas.

FOOD SERVICES AREAS: Fire and life safety requirements shall be applicable for all food services areas, including temporary concession stands inside or outside of buildings and food concession trailers.

- The use, storage and handling of any flammable or combustible liquid shall be subject to approval by SFM. Location of use and storage of any flammable or combustible liquid shall be noted on the plans prior to approval (see General Item #1).
- The use and storage of portable containers of Liquefied Petroleum Gas (LPG) inside buildings or tents is subject to approval by SFM. Location of use and storage of any portable container of LPG shall be noted on the plans prior to approval (see General Item #1). All cylinders must be secured to prevent tipping or falling over.

- Commercial cooking may be allowed only in approved locations with approved equipment. SFM Approval is required prior to use.
- Cooking booths must be separated from non-cooking booths by 10 feet.
- A California licensed company shall service all Automatic Fire Extinguishing Systems (Hood System) every six months. The company performing the service shall either be licensed by the SFM and possess an Automatic Systems License, or possess a C-16 license issued by the California State Contractor's Licensing Board.

Fire Extinguishers:

- Each booth shall be provided with a minimum 2A10BC rated portable fire extinguisher.
- Each booth with deep fat fryer shall have a Class K portable fire extinguisher.
- All portable fire extinguishers must be serviced by a SFM licensed company annually, with a service tag attached.

Deep fat or flambe type cooking operations may require additional and/or larger units, as per the SFM. Fire extinguishers shall conform to the following:

- The fire extinguisher must be mounted or secured so that it will not fall over.
- It must be visible and accessible and away from cooking area.

Deep Fat Fry/Flambe Cooking: Deep fat frying or flambe cooking operations shall be located in a separate enclosure where only cooking operations are performed. Such enclosures shall conform to booth construction requirements as previously outlined, but the top of the enclosure shall be OPEN or, when required by the Health Department, shall be provided with METAL SCREENING with a minimum height of 7 feet.

Wood Barbecue Cooking:

- Wood barbecue cooking is prohibited inside of booths.
- Wood barbecue cooking shall be performed only in areas away from public access.
- Distances from wood barbecues to permanent structures or festival booths shall be as approved by the SFM.
- Fuel wood shall not be stored inside of booths.
- Coals shall be disposed of only in metal containers that have been designated for such use and approved by the SFM. Dumping coals in trash containers is prohibited!

Charcoal Barbecue Cooking:

- Charcoal barbecue cooking is prohibited inside of booths or tents.
- Only commercially sold charcoal fuel may be used.
- Charcoal cooking shall be performed only in areas away from public access and shall be located a minimum of 15 feet from any booth with a minimum of 20 feet from any permanent structure.

- ◆ Relocatable power taps shall be of the polarized or grounded type, equipped with overcurrent protection, and shall be listed in accordance with UL 1363.



- ◆ Open junction boxes and open-wiring splices shall be prohibited. Approved covers shall be provided for all switch and electrical outlet boxes.
- ◆ A minimum 36" working clearance shall be maintained at Circuit Breaker Panels.

Generators

- ◆ Generators and other internal combustion power sources shall be separated from tents and permanent structure by a minimum of 20 feet and shall be isolated from contact with the public by fencing, enclosure or other approved means.



- ◆ All generators shall be grounded and secured.
- ◆ At least on Class 2A-10BC fire extinguisher shall be provided with each generator or transformer.
- ◆ Flammable-liquid-fueled equipment shall not be used in tents.
- ◆ Storage of flammable and combustible liquids shall be stored outside in an approved manner and not less than 50 feet from tents.
- ◆ Refueling shall be performed in an approved location and not less than 20 feet from tents

Housekeeping and Miscellaneous

- ◆ Storage of combustible rubbish shall not produce conditions that will create a nuisance or a hazard to the public health, safety or welfare.
- ◆ No combustible materials shall be placed or stored within 10 feet of any building or structure.
- ◆ Do not block exits or exit pathways.
- ◆ Provide guards or barriers if potential damage to electrical cords.
- ◆ Appliances shall be plugged directly into a permanent receptacle.
- ◆ Portable electric space heaters shall be UL listed, with tip switch, and be plugged directly into a permanent receptacle
- ◆ Posts, fences, vehicles, trash, storage or other materials shall not be placed or kept near fire hydrants in a manner that would prevent such hydrants from being immediately discernible.

Revised 06/18

State of California

OFFICE OF THE STATE FIRE MARSHAL



FIRE & LIFE SAFETY DIVISION

Energized Equipment Informational Guide

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These are common corrections regarding energized equipment. This list is not intended as an inclusive representation of all requirements.

Time

- ◆ Extension cords are allowed for less than 90 days.
- ◆ Not a substitute for permanent wiring.

General

- ◆ All identified electrical hazards shall be abated or corrected immediately.
- ◆ Electrical wiring, devices, appliances and other equipment that is modified or damaged and constitutes and electrical shock or fire hazard shall not be used.
- ◆ Light weight non grounded extension cords are not acceptable.



- ◆ Extension cords must be grounded.
- ◆ Extension cords shall be not less than rated capacity of the portable appliance supplied by the cord.
- ◆ Extension cords shall not be connected in series.

Damage Protection

- ◆ Extension cords and flexible cords shall not be affixed to structures, extended through walls, ceilings or floors, or under doors or floor coverings, nor shall such cord's be subject to environmental damage or physical impact.



- ◆ Extension cords shall be used only with portable appliances, not intended as permanent wiring.
- ◆ GFI protection is needed in wet conditions.

Relocatable Power Taps

- ◆ The ampacity of the extension cords shall be not less than the rated capacity of the portable appliance supplied by the cord.



- ◆ Multiplug adapters, such as cube adapters, unfused plug strips or any other device shall be prohibited.



- ◆ Daisy chaining is unacceptable.
- ◆ Not intended to be used in series with other relocatable power taps or into extensions cords.



- ◆ Relocatable power taps shall be directly connected to a permanently installed receptacle.