

**GLENN COUNTY FAIR
42ND DISTRICT AGRICULTURAL ASSOCIATION
221 East Yolo Street, Orland, California
P.O. Box 667, Orland, California 95963
Phone: (530) 865-1168**

CONTRACT TERMS AND CONDITIONS

1. Contractor stipulates that there is no more than one unappealable finding of contempt against him/her for failure to comply with an order of the National Labor Relations Board.
2. Contractor shall carry and keep in force a policy of Worker's Compensation Insurance for its employees and volunteers.
3. Contractor shall pay the appropriate rent before each race program, based on the minimum guarantee, for each race program.
4. If a dispute arises between the Contractor and the Association, the Contractor shall make a written statement that must be presented to the Executive Committee of the Association for consideration. The Committee will then try to resolve the issue, if no resolution terms are met the issue will go to mediation.
5. Any amendments to, or changes in the terms and conditions of this contract must be made in writing and agreed upon by both parties to the agreement.
6. This contract shall be governed by the laws of the State of California and shall adhere to all local, regional, and state codes and ordinances.
7. The term of this agreement shall be for one year (1), with an option for one additional year.
8. The Contractor shall assume any and all liability arising out of the use of the Association facilities and the promotion and staging of each race meet and associated actions on the part of the Contractor.
9. The Contractor shall hold the State of California, the Association, their officers, agents, and employees harmless and shall implement the terms and conditions of the Association's "Insurance Requirements Form", by reference hereto made a part hereof.
10. Contractor shall make every effort to control dust resulting from the operation of the "Racetrack" and "Race Facilities".
11. Contractor shall assume ALL expenses associated with his or her race program (start to finish).
12. Contractor shall keep all racetrack perimeter fencing in good and proper repair.
13. Contractor shall maintain the level of dirt (surface) of the racing surface at a level to maintain the integrity of the crash wall and footings thereof.
14. Contractor shall maintain and paint the crash wall as needed and make repairs to the "Crash Wall and Wheel Retaining Fence" as may be required by his/her insurance company and/or the State of California.

- 15. Contractor shall provide, at his/her sole expense, all equipment, personnel, and material necessary to carry out the "Race Program" and concession operation in a safe condition for Drivers, Personnel and Spectators, and in a manner to minimize air and noise pollution.
- 16. Contractor shall maintain the racetrack and associated facilities in a condition that meets the requirements of his/her insurance underwriter for safety and usability.
- 17. Contractor shall be responsible for safe use, storage, and removal of any and all "hazardous materials" associated with his/her operation of the fairground's facility and operation of the Auto Race Program.
- 18. Any changes to the Racetrack and/or other related structures and facilities must be approved in writing and signed by both parties to this agreement prior to the changes.
- 19. Contractor shall adhere to the following curfews:

Racing:	10:00 P.M.
Car Removal:	10:45 P.M.
Extinguishing Lights	11:15 P.M.

Penalties will be assessed for any violation of curfews and for exceeding prescribed decibel levels.

- 20. No cars will be allowed on the "Racetrack" prior to 3:00 p.m. on race days and at NO other times unless approved by Association Management prior to any occurrence.
- 21. There shall be a ZERO TOLERANCE ALCOHOL, DRUGS and FIREARMS POLICY in the pit area whenever there is any race program in progress. This includes warm-ups, time trials and race times. Contractor shall disqualify any person(s) who violates the ZERO tolerance policy. It is the responsibility of Contractor to check all pit and race vehicles for those materials, any failure to comply with this policy will void this contract in its entirety at the discretion of the 42nd DAA.
- 22. Contractor shall be responsible for any damage and the prompt repair of said damage because of any race related program.
- 23. Contractor agrees that the Association Management has the right to schedule any event in the confines of the grandstand and auto race facilities that does not, in management's discretion, conflict with the race schedule. This includes any other Association Facility.
- 24. Contractor agrees that the right to use concession facilities and to sell food, beverages and promotional material is granted only for the scheduled race season. (First race to the last race of the season.) Contractor is responsible for clean-up of facilities utilized. If not cleaned the Association will assess a \$50.00 per hour cleaning fee which the contractor shall pay to the Association at the end of the race season.
- 25. Contractor has the right of continuous occupancy of the Racetrack area but does not have the exclusive right of occupancy. Contractor agrees that the Association Management has the right to schedule other activities in the grandstand and pit areas where there is no conflicting scheduling.
- 26. Except for the "Association Race", the racetrack will be clear and free of races and race equipment ten (10) days prior to the first day of the Glenn County Fair on an annual basis.

27. Contractor may sell and display advertising materials on the crash wall but may be required to remove said advertising material for the Association dates.
28. Contractor agrees that ALL spectator parking shall be confined to the prescribed parking areas and NOT on the fairgrounds proper. It shall be the responsibility of the Contractor to “police” this requirement. Contractor is also responsible for ensuring that road clearances are maintained on the fairgrounds proper
29. Contractor agrees that it is his or her sole responsibility to enforce “on grounds” parking restrictions.
30. All competition, official, or other authorized vehicles shall be parked in the “pit area” or adjoining areas of the “pit” that have been approved by Association Management.
31. Contractor and Association Management shall work out a plan that will provide for entry into the “pits”.
32. Contractor shall clean up all areas used and/or occupied by him or her within 48 hours after the completion of each race event, including restrooms. Should there be other events held on the fairgrounds the day after a race, clean-up shall be completed by the set-up time of that event. Association Management shall assume the clean-up responsibilities of other events held on “Race” days.
33. Contractor is required to provide adequate security for each racing event to conform to the requirements of the California Highway Patrol as may be pre-determined. This includes the pit area, seating area and concession areas.
34. The Contractor is responsible for providing a “garbage” dumpster for all race events and assumes responsibility for all tires that may be abandoned on the fairgrounds and assumes all fiscal responsibility for said tires. Tires must be removed within 1 week of abandonment, otherwise Contractor will be invoiced for disposable fee.
35. Contractor shall have a representative having authority to act on behalf of the Contractor present during each race event.
36. Contractor is responsible for payment of all taxes, fees, permits, and assessments incurred because of the race activities. Contractor shall also secure all necessary permits to conduct the races and to operate the concession operations.
37. Decibel levels shall not exceed 95 decibels or a level set by the state, whichever is lower. The Contractor is required to maintain a decibel log during every event. The log will be submitted to the Association for review weekly. Failure to provide the log will result in a \$50.00 per day penalty.

Contractor stipulates that he/she has received, read and understands the whole of the contract documents including, but necessarily limited to, the Standard Terms and Conditions that are included in the State of California’s Rental Agreement Form – STD-31, by reference hereto made a part hereof, Auto Racing Agreement **Exhibit A**; Statement of Work to be Performed **Exhibit B**; Contract Terms and Conditions **Exhibit C**; Contractors Business Identification Form **Exhibit D**; Improvements to the Association Facilities **Exhibit E**; Curfews, Noise Levels and Monetary Penalties **Exhibit F**.