

10-A District Agricultural Association/Tulelake Butte Valley Fairgrounds

P.O Box 866, Tulelake, CA 96134

Phone: 530-667-5312 Fax: 530-667-3944

Website: www.tbvfair.com Email: Nancy@TBVFair.com or Megan@tbvfair.com

Facility Rental Application

Please complete this application and read Exhibit "B" carefully. All rates are subject to change without notice. A non-refundable holding deposit of \$100 is required to schedule an event. The deposit will be credited towards the rental fee. Prices effective January 1, 2024.

All fees must be paid in full 10 business days prior to the event date.

Name of Renter: _____ Email Address: _____

Mailing Address: _____ City/State/Zip: _____

Person to Sign Contract: _____ Contract Phone #: _____

Date of Event: _____ **Description of Event:** _____ **Hours of Event:** _____ to _____

Set up Date(s): _____ **Set up Hours:** _____ to _____ **Facilities to be Clean by DATE:** _____

Set-up/Cleanup: Setup includes one day prior to event. Cleanup must be completed the day following the event. **If set-up and cleanup require more than one day, there will be a \$50 per day fee PLUS 1/2 of insurance rate if purchasing insurance through the fair.**

Estimated Attendance: _____

Building(s) Requested for Rental:

- \$500 - Main Exhibit Building/Restroom Building (does not include kitchen)
- Home Economics Building:
 - \$400 - Main Hall/West Wing/Kitchen
 - \$350 - Main Hall/Kitchen
 - \$300 - Main Hall Only
- \$350 - Arts & Crafts Building
- \$400 - Commercial Building/Restroom Building
- \$150 - Livestock Barn (3 available, price is per barn)
- \$300 - Grass Area/Gazebo Area with 1 Restroom Building
- \$75 - Concession Building
- \$75 - Restrooms Building (3 available)

Event Equipment Requested:

Most building rentals includes the use of tables and chairs. If more than one rental event is occurring at the fairgrounds at the same time, priority will be given by date booked and paid for with a \$100 deposit until all available tables & chairs have been exhausted.

- White Folding Chairs _____ (350 available)
There are more assorted color metal folding chairs (500 available)
- 30" x 8' Beige Rectangular Banquet Tables _____ (40 available)
- 60" Beige Round Tables _____ (seat up to 8 per table, 40 available)
- Porta-Cool Fan - \$50 per fan, per event (4 available)
- Bar - \$100 Stage - \$100
- \$200 - Additional Hour for event (for events that would like to continue until 12:00midnight)

Will Alcohol be SOLD? ___YES or ___NO If so, has an ABC Permit Applied for? ___YES (date: _____) or ___NO

Additional Rental Fees: Charges below are **additional** to the building rental fee and must be paid 10 business days prior to event.

CLEANING SECURITY DEPOSIT: \$1000

Cleaning Security Deposit must be paid in advance and will be returned, less any damage or other expenses, upon approval by the Board and inspection of facility and return of keys.

On-Site Security—Events will be evaluated by the fair staff to determine if on-site security is needed. A fee of \$60.00 per man hour for a maximum of 10 hours will be charged. An emergency contact list will be provided to the renter.

GARBAGE FEES:– Renter is responsible for picking up and bagging all trash. Maintenance will pick up garbage bags after event and dispose of them. Each building rental includes garbage disposal fee. An additional garbage fee will be added to outdoor areas as required.

INSURANCE REQUIREMENT: The State of California requires every user of a fairground facility to provide liability insurance coverage. If you are unable to provide a Certificate of Insurance you may purchase it through the fairgrounds. Please Select one:

- Providing my own Certificate of Insurance (See Rental Rules for specific requirements on Certificate of Insurance.)
- Purchasing insurance through Fairgrounds (rate per day by attendance):
 - Attendance: 1-100 101-500 501-1,500
 - Insurance Cost: \$70 \$115 \$175

PERSONNEL FEE: IF NEEDED – If fair personnel are called in to assist with the event, the renter will be responsible for paying for the personnel costs at a rate of \$50/per man hour. Additional fees will be deducted from event deposit.

CURFEW The standard curfew time for all events is 11:00 PM. If you desire to extend the curfew to Midnight there will be an additional \$200 fee added. NO OTHER REQUESTS FOR CURFEW TIME EXTENSION WILL BE CONSIDERED. If your event is not scheduled past 11 pm and it is found that it goes beyond the 11:00 pm curfew you will be charged \$200 per hour for EVERY HOUR OR PART THEREOF that you occupy the grounds and it will be deducted from your security deposit.

KEYS: One set of keys will be issued to the renter on the designated Move-In Day and are to be returned once the building is cleaned.

CLEAN UP:

| Option 1 | Option 2 |
|--|--|
| Renter is responsible for: Taking down all decorations and removal of trash Cleaning and sanitizing all tables and chairs Return all tables and chairs to provided racks Clean kitchen (if rented) Clean the restrooms & removal of trash Sweep and mop all floors | Renter is responsible for: Taking down all decorations and removal of trash <input type="checkbox"/> Fairgrounds Staff to do Full Cleanup - \$500.00 minimum |

I have carefully read this application and “Rules for Fairgrounds Facilities (Exhibit B)” By my signature below I agree to all conditions stated in this application and “Rules for Fairgrounds Facilities (Exhibit B).”

(Signature of Renter)

(Date)

Estimated Event Expenses

| ITEM | EXPENSE | RECIEPT # | ITEM | EXPENSE | RECIPET # |
|---------------------|-----------|-----------|-------------------------------|---------|-----------|
| Building Rental Fee | | | | | |
| Security Deposit | \$1000.00 | | | | |
| Insurance | \$115.00 | | Less \$100 Holding Deposit | | |
| Additional Hour Fee | \$200.00 | | Total Due 10 Day before event | | |

FACILITY RENTAL RULES

1. **Holding Deposit:** A non-refundable holding deposit fee of \$100 must be paid in order for the event to be scheduled on the fair's rental event calendar. No events will be scheduled until the renter pays the \$100 non-refundable holding deposit. The \$100 holding deposit fee will be credited towards the rental fee.
2. **Damage/Cleaning/Security Deposit:** The standard cleaning/damage deposit is \$1,000.00 and is required to be paid 10 days prior to the event. The Individual or organization granted use of the facilities will be held responsible for any damage, failure to clean, loss of or to the property caused by such use or flagrant violation of any other condition of the Rental Agreement. If any of these circumstances occur, any or all of the deposit will be withheld for such at the discretion of the fair management. The damage/cleaning/security deposit will be returned, if applicable, after approval of the next scheduled board meeting following the event. The Fair Association will deduct any and all additional expenses from the Damage/Cleaning/Security Deposit.
3. **Selling of Alcohol:** All events selling alcohol are required to have a valid ABC permit. The renter is solely responsible for applying for and providing the fairgrounds a copy of the approved ABC Permit prior to the event. Contact the ABC Redding Office at 530-224-4830 for more information and instructions on how to apply for the permit. The approval process for an ABC permit can take up to 3 weeks, so please plan accordingly. The fair association is not responsible for the ABC permit process. **NO** glass beverage containers will be allowed during the rental of these buildings.
4. **Rental Facilities:** Only the facilities, equipment, or any other property included in the Rental Agreement may be used, except with prior approval of the C.E.O. of the Fair Association. *All juveniles must be under constant adult supervision.* The renter, employees, public and anyone else who may be on the premises due to this rental agreement are not to be allowed in other fairgrounds facilities/areas that are not under this contract. There will be no rentals 30 days prior to the annual fair in September.
5. **Payment / Keys:** **All fees must be paid in full no later than 10 business days prior to the event.** This includes the Damage/Cleaning/Security deposit, rental fees and insurance fees (if purchasing). Keys will not be given out until all rental fees have been paid, including the deposit; an executed contract and an insurance certificate (if applicable) are on file. \$50.00 per set will be charged for keys not returned within 48 hours of event. Payment must be made by cash, cashier's check/money order or by credit card.
6. **On-Site Security:** The Fairgrounds may deem it necessary to assign fair staff personnel to oversee the event. The renter will be responsible for paying for the personnel costs at a rate of \$60/per man hour. Excludes events that occur during normal business hours, Monday thru Friday 9 a.m. to 4 p.m. The Renter may be charged and agrees to pay additional personnel fees after the event if the costs exceed the renter's payment of pre-paid personnel fees. Any additional personnel fees will be deducted from the Damage / Cleaning / Security deposit. The California Highway Patrol office will be notified prior to the event by the fair office.
7. **Curfew:** The standard curfew for all events is 11:00p.m **NO EVENT WILL CONTINUE AFTER MIDNIGHT.**
8. **Weapons:** Weapons are not permitted on the fairgrounds except as provided by law (Penal Code Section 171b).
9. **Equipment Usage:** Under no circumstances will any Fair equipment, utensils or any other property be removed from the premises. Under no circumstances will the fair allow the usage of any type of ladder owned by the fair association for usage by the renter. **NO EXCEPTIONS!**
10. **Vehicles/Parking:** During the event all vehicles are to be parked out in the front parking lots. No Fair streets or gates are to be blocked at anytime; there must be constant access for emergency vehicles.
11. **Decorations:** Nails are not allowed. Thumb tacks and tape may be used, but must be removed after use. If not removed, additional fees will be deducted from the deposit upon the fair management's discretion. The Home Economics and Commercial Buildings have vinyl-covered sheetrock walls. *Do not* use tape that may pull off the finish.
12. **Outdoor Lights:** For the safety of your guests, outdoor lights must be used for nighttime events.
13. **Cleaning Responsibilities:** The renter is responsible for all set up and clean up of all of the facilities rented, this includes buildings, parking lots, areas outside of the buildings and kitchen. Setup is one day prior to event, unless additional days are paid for. Cleanup must be completed the day following the event. All equipment, such as tables and chairs, set up by the renter are to be returned to the storage racks in a neat and orderly fashion. If chair and table carts are not being left in the building during event, renter is responsible for removing and replacing them. Place racks only on solid surfaces such as pavement or sidewalk. Do not put racks out onto the lawn. Care is requested in handling all equipment. Any liquid spills should be wiped up as quickly as possible. The areas used by the renter are to be dust mopped and wet spot mopped with mops furnished by the Fair Association. Renter must check with fair staff prior to rental for location of all cleaning supplies and receive personal cleaning instructions. All decorations, props, etc. must be removed

from the facility at the time of cleaning. Empty all smaller garbage containers into waste barrels. All cardboard is to be broken down before being placed in the dumpster. Lights (indoor and out), heater thermostats and oven/stove settings all need to be returned to initial settings or off. Should any unnecessary electricity (i.e. lights not turned off) or heat be used the renter will be charged for such use. In the event that any additional cleaning, removal of decorations or re-organization of tables and chairs is required by fair staff there will be a charge of \$60/per man hour. These fees will be deducted from the Damage/Cleaning/Security Deposit.

INSURANCE REQUIREMENTS

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, 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:

Must be written on insurance certificate EXACTLY as follows:

"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) operation 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: For individual events, the specific event dates must be listed, along with all set-up and tear down dates.

3. Coverage's:

a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CGL 001. \$3,000,000 per occurrence for Motorized Events All Types except arena or track motorcycle racing and go-cart racing; \$3,000,000 per occurrence for Rodeo Events or any Rough Stock events; \$2,000,000 per occurrence for Rodeo Events without a paid gate and with any Rough Stock events; \$1,000,000 per occurrence for Rodeo Events All Types without any Rough Stock Events; \$2,000,000 per occurrence for Interim Carnival Rides, Fair Time Kiddie Carnival Rides of up to 6 rides, Concerts with over 5,000 attendees, Rave Type Events All Types, Cannabis Festivals/Trade Shows, Mechanical Bulls, Extreme Attractions All Types that require a DOSH permit to operate, Simulators, and Motorized Events of arena or track motorcycle racing and go-cart racing; \$1,000,000 per occurrence for all contracts for which liability insurance (and liquor liability, if applicable) is required.

b. Automobile Liability - Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 0001, 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 - CFSA, 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 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 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.

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.

III. Participant Waivers

For hazardous participant events, 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. Hazardous participant events include but are not limited to: Athletic Team Events; Equestrian-related Events; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact the fair office for further information.