

2026 EXHIBIT "A"

This Exhibit "A" is attached to and made a part of this Fair Time Rental Agreement

These rules and policies will be strictly enforced by the fair management and there will be NO EXCEPTIONS ALLOWED during the enforcement of the below rules. Any violation of the rules and policies stated below will result in the immediate removal, permanent ban from exhibiting as a commercial vendor at the 10-A DAA and forfeiture of any and all booth fees paid.

Fair dates referenced below are defined in above Rental Agreement and are also defined as Thursday through Sunday following Labor Day in September.

1. Payment Deadlines

- a. The contractual fees must be completed and paid in full by date stipulated in contract. Vendor booths that are not paid in full by date stipulated in contract forfeit any prior deposit and/or fees paid and the space will be rented to a new vendor. There will be NO EXCEPTIONS to this policy.
- b. Payment for space must be made payable to "Tulelake-Butte Valley Fair" as stipulated in contract.

2. **NEW THIS YEAR!!! Vendor Set-up—ALL VENDORS (Concession & Commercial) MUST USE THE MAIN GATE ENTRANCE—Do not come into the main office! The gate near the office will be used for Livestock Exhibitors Only! A fair employee will be in the admission building along with all your vendor packets. YOU MUST CHECK IN AT THE ADMISSIONS BUILDING BEFORE YOU START SETTING UP!!! If you need to make any purchases or payments you must do this prior to set up as we will not have a register available in this location.**

Vendors may only set-up displays and booths during the times allotted below (DO NOT COME BEFORE TUESDAY TO DO YOUR SETUP—we will be having an event inside our event and they will need time to set up BEFORE you come in. If you need to come in early you will need to park your trailers/vehicles in the south parking lot (field on the south lot) until Tuesday at 8:00 am. If this should change we will let you know on a case by case basis. Our goal is to keep the livestock area clear from vendors and provide a more centralized location to handle all your vendor needs, and to allow staging and setup for our Gem Fest Area.

Tuesday	September 8th	8:00 a.m.	to	8:00 p.m.
Wednesday	September 9th	8:00 a.m.	to	8:00 p.m.

ALL Vendors must be in place by 8:00 p.m. WEDNESDAY, SEPTEMBER 9th, 2026. Vendors *will not* be allowed to set-up on Thursday, September 10th, 2026. Vendors who are not in place by Wednesday, September 9th, 2026 by 8:00 p.m. will not be allowed to set-up and will not be refunded any prior payments for the booth space.

3. Vendor Hours of Operation (SUBJECT TO CHANGE)

Thursday	September 10	10:00 a.m.	to	11:00 pm.(Outside)
Thursday	September 10	11:00 a.m.	to	9:00 p.m. (Inside)
Friday	September 11	10:00 a.m.	to	11:00 p.m. (Outside)
Friday	September 11	11:00 a.m.	to	10:00 p.m. (Inside)
Saturday	September 12	10:00 a.m.	to	11:00 p.m. (Outside)
Saturday	September 12	10:00 a.m.	to	10:00 p.m. (Inside)
Sunday	September 13	10:00 a.m.	to	8:00 p.m. (Outside)
Sunday	September 13	10:00 a.m.	to	7:00 p.m. (Inside)

Vendors must be open during the hours stated above. It is up to the discretion of each outside vendor to open earlier and/or close later if they choose AS LONG AS it does not interfere with official open/close times of the fair. Fair gates open to the public at 10:00 am each morning. Concessionaires that serve breakfast items may choose to open early to feed other vendors/exhibitors before the official fair opening time of 10:00 a.m. All outside commercial vendors need to stay open until the official closing time of the fair each night. Soft close for outside commercial vendors is 11:00pm for Thursday, Friday, and Saturday with the fair closing at 11:30 and 7:30 soft close on Sunday with the fair closing at 8:00 pm on Sunday.

4. Vendor Move-out

Sunday	September 13	8:30 p.m.	to	10:00 p.m.
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VENDORS WILL NEED TO USE THE MAIN GATE FOR DEPARTING. We do not want Vendors going through the livestock gate Near our office. This area should be used for livestock exhibitors only. If you need to leave your booth/items until Monday please notify the office BEFORE the fair so that we can make arrangements.

BREAKDOWN & MOVE-OUT POLICY:

The Main Exhibit and Commercial Buildings will close at 7:00 p.m. on Sunday, September 13th, to allow vendors adequate time to breakdown booths and **load-out starting at 8:00 p.m.** Vendors who breakdown booth displays prior to 7:00 p.m. and/or attempt to load-out prior to 8:00 p.m. on Sunday September 13th, 2026 may not be allowed to return as a vendor permanently.

5. Vehicles/Parking/Fair Entry

- a. Vendor Supply Trailer/Van Parking:** All commercial vendor supply trailers and/or storage vans must be parked in the designated "Trailer Parking Area" located in the South Fair Parking Lot on the far west side of the parking lot. Absolutely NO STORAGE TRAILERS and/or STORAGE VANS will be allowed to park in the fair patron parking lots.
- b. Supply Vehicle Daily Fair Entry Policy:** All vehicles must be outside the gates by 9:00 a.m. Thursday through Sunday of the fair. After that time no vehicles will be allowed to remain inside the gates. No vehicles will be admitted inside the gates after that time either.
- c. Vendor Gate—**A vendor specific gate has been designated for vendor foot traffic. This gate is located near the south corner of the Main Exhibit building/grandstands restrooms. Please feel free to use this gate to get to your vehicles and supplies. Only vendors should be using this entry and wristbands will be checked.
- D. Vendor Parking—**An area of our "Free Parking" lot has been dedicated to vendor parking. Please make sure to follow the instructions of our parking crew. Vendors with large trailers need to get a pass from the office in order to park supply trailers in this lot. Please use discretion and directions from the parking crew to keep this section of the parking lot organized and safe. We do have a south parking lot that has plenty of additional parking should you need more room for your supply trailers. There is to be no Motorized vehicles operated on the ground without the permission of fair management. These motorized vehicles require insurance and paperwork to be filed ahead of time in our office if they are going to be used. This needs to be completed BEFORE fair. Please contact the office if you plan on having motorized vehicles—this includes before and after operating hours.
6. People working in the booth space are required to be clean and neatly attired, including shirts and shoes at all times. They must conduct themselves in a quiet and orderly manner.
 7. Vendors must, at all times, keep their space properly cleaned and arranged. No trash is to be put in the aisles.
 8. Space allotted to vendor will not include tables, chairs or any display materials. Vendor will confine activities to contracted space and will not conduct business within the aisles, walkways, or elsewhere on the fairgrounds. Any Vendor extending beyond their space allotment if approved by fair management will be charged for the additional space.
 9. It is expressly understood that Vendor is prohibited from selling or giving away any articles, products or food or rendering services except those listed in the vendor's rental agreement.
 10. Some items are prohibited from being sold on the fairgrounds. Those items include, but are not limited to, laser pointers, guns of any type, silly string and pop caps. Fair Management reserves the right to exclude sale of any items deemed to be unsafe or a nuisance.
 11. Materials within contracted space must not block view of adjoining displays. Displays cannot block any exits.
 12. Displays must be decorative, neat and clean; all decorative material must be FIRE-PROOF.
 13. As per the Office of State Fire Marshall, no display or exhibit shall be installed or operated that will interfere in any way with access to any exit or with the visibility of any exit sign. No display shall block access to firefighting equipment, such as fire extinguisher stations, fire hose cabinet and fire hydrants or access by fire suppression vehicles or equipment
 14. Fair Management reserves the right to reject any objectionable display or merchandise. Fair Management has sole discretion to remove such material
 15. All grievances will be handled through the Fair Management.
 16. Voice amplifying systems and sound devices are subject to approval by Fair Management and are not to be any louder than normal voice level.
 17. The distribution of certain advertising novelties is permissible; however, approval by Fair Management is first necessary.
 18. The Fair Management must be notified of any drawing to be held by the Vendors. State Law **PROHIBITS RAFFLES** except for non-profit groups. **Please contact the fair office to make sure that you have the correct forms, permissions, and permits to hold raffles.**
 19. No dogs, other than Service Dogs (Seeing Eye, etc.) are allowed on the fairgrounds at any time. This includes any additional Service/Support animals unless designated and being visibly identifiable to the public as being such.
 20. Each vendor shall be fully responsible for any pilferage or theft. We are not responsible for lost, damaged, or stolen merchandise.
 21. Gate Passes and/or Building Passes will be given to vendors. Gate Passes will allow vehicle access into the fairgrounds prior to opening hours each day. See #5. Building Passes will allow vendors early access of 15 minutes to the building where their space is located. Vendors and/or employees must remain in their booth.
 22. Vendor admission Passes—Vendors will get 4 vendor season passes, or 12 general admission passes and (2) vendor parking passes. Additional vendor admission passes can be purchased for 50% off the daily admission rate; the vendor who signed the contract must be the person who purchases the additional passes for their booth. These rates are only available BEFORE fair. Additional vendor admission/parking passes will NOT be available for purchase once fair starts.

Additional Vendor Parking Passes can be purchased BEFORE Fair for \$25.00 (1/2 rate for VIP parking). Please make sure to park in the VENDOR parking area.

F-31 RENTAL AGREEMENT

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 unappealable 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 contracted 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