

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.