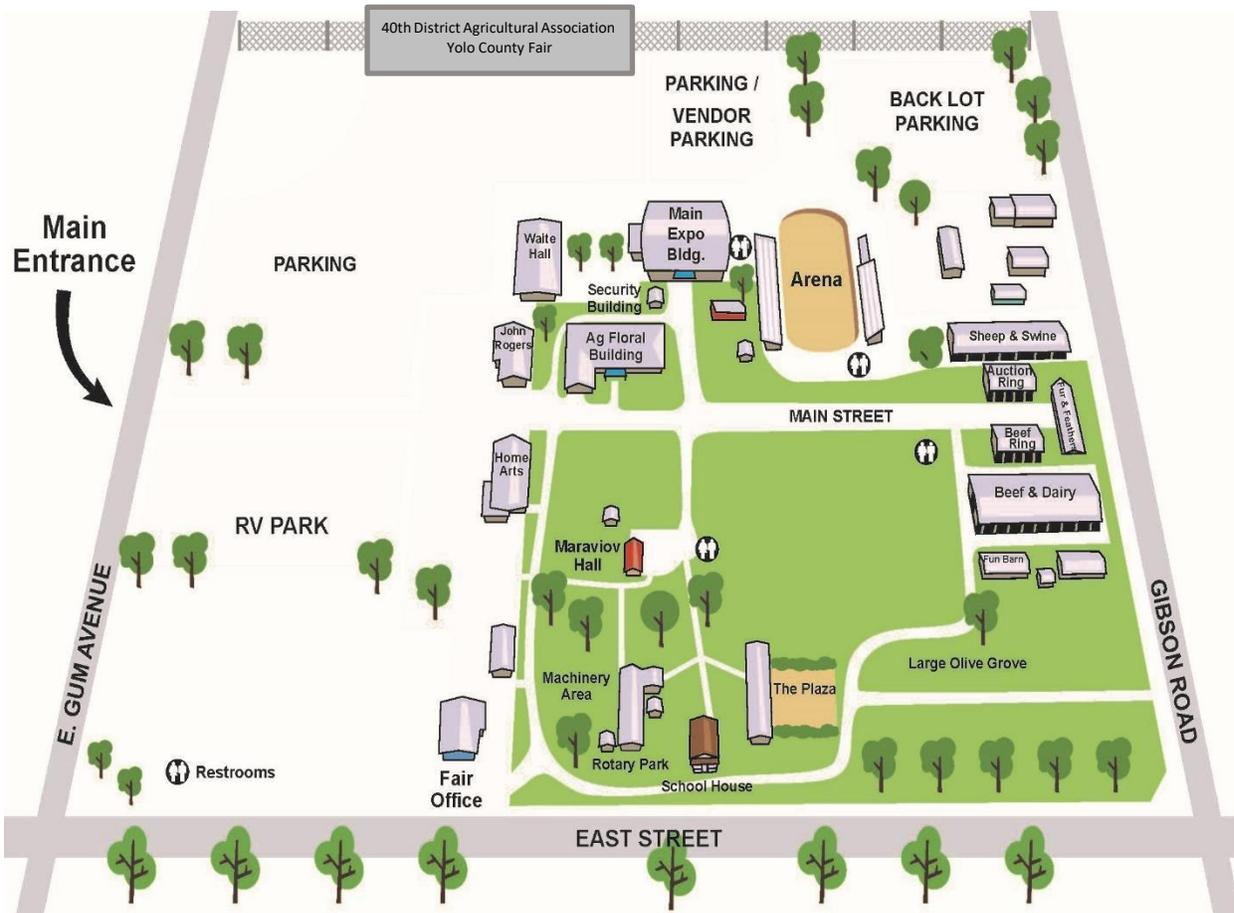


## Facility Rental Rules & Regulations

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## Facility Rental Rules & Regulations:

- Management reserves the right at any time to make changes to these rules and regulations as deemed necessary.
- The renter/event host is responsible for the action of their guests.
- Each building and area has a “maximum capacity” number established by law from the California State Fire Marshal. Failure to comply with the law will result in turning away your guests or closing your activity and forfeiture of all fees. John Rogers – 250, Home Arts – 350, Waite Hall – 650, Maravirov Hall – 50, Plaza - 225, other areas also have limited capacity.
- Rentor is responsible for any and all permit fees assigned by local and or state agencies.
- A \$350 fee will be charged for events given for persons under 21 years of age where alcohol is served, and your security requirements will change. Misrepresenting the nature of the event could result in closing the event and forfeiting all fees.
- ABC license must be obtained at least 4 weeks prior to the event and signed off by the Fair Office and the California Highway Patrol.
- All alcoholic beverages must be removed from public view and not available for consumption after 11:30 p.m.
- Security must be in place, at the event, 30 minutes prior to the start of the event (invitation time) and remain 30 minutes following the close of the event or designated by Fair Management.
- It is the renter's responsibility to work with security in controlling the negative behavior of their guests.
- Midnight is the end of the event (music stops at 11:45 p.m., guests leave).
- No decorations may be attached to the walls or ceilings of buildings or deposit will be forfeited.
- Office and Maintenance staff is here to assist you in preparing for a successful event. Please read the following information and ask questions if you don't understand or need additional information.

## **Pre-event Information:**

- The office staff will work with you on the best location for your type of event and size of attendance. Dates book quickly so you need to plan. Locking in the date will not occur until the booking deposit is received.
- Fairgrounds Staff will also be available to walk through the buildings and areas you wish to consider. We will also be available to re-visit as your event starts its planning process.
- “No alike” public events are reserved or scheduled 30 days before or after a similar event. A 60 day “no alike” event policy also applies before and after Fair events. Misrepresentation of any event by a renter or designee will result in the cancellation of event and forfeiture of all fees.
- A minimum booking deposit of \$500.00 - \$1000.00 must be paid at the time a reservation is made for any Fairgrounds facility.
  - If a cancellation is made more than 120 days (4 months) from the scheduled event there will be a cancellation processing fee of at least 50% of the booking deposit. The remainder of the deposit fee will be returned to you within 30 days if applicable.
  - If the event is cancelled within a 120-day (4 months) window of the scheduled event date the entire deposit is forfeited.
  - Cancellation of an event must be made in person and/or written notice to the Fairgrounds office.
  - A change of event date will result in a minimum of a \$100.00 fee.
- Rental rates are available for all rentable buildings and grounds area. Building rates include chairs, and tables. Several of the buildings have kitchens. All rates listed on the current interim rental rate sheet are “per day” rental charges. Multiple day rentals will be charged accordingly.
- Time included in the building rental rates are from 8:00 a.m. to Midnight (until 1:30 a.m. for clean up only). Events will conclude at Midnight. Time limit on the day of rental for use of the grounds (outdoor) facilities is from 8:00 a.m. to 7:00 p.m. (Area cleared by dark). Renters must plan their events to comply with the curfews established by the Fairgrounds. Time before 8:00 a.m. and after 1:30

a.m. will be billed at the rate of \$60.00 per hour when a stand-by fair employee is required (cost not to exceed \$900.00).

- Private dances which are not open to the public, such as wedding receptions, anniversaries, company functions, birthday parties, etc., not sponsored by community or service organizations, may be held at the fairground's facilities providing the following:
  - No admission fee or collection is assessed.
  - Admission is by written invitation only.
  - Security is required in accordance to the building rented. A list of pre-approved security companies will be provided by Fair Management.
- Fee negotiations, by Fair Management, will be considered for large events (rental of the whole grounds and/or multiple buildings).
- Large events also have special needs, especially if operating during the weekends. Fair Management will work closely with planning and operating arrangements. Specific plans should be developed at least 30 days prior to the event. Renter and Fair Management will remain in communications prior, during, and post event to insure the best possible operation. Possible additional costs and requirements might include:
  - EMTs (Emergency Medical Technicians) on site
  - Additional Sanitation Equipment – restrooms, handwashing stations or showers
  - Additional dumpster
  - Additional electrical service
  - Additional security and/or support assistance.
  - ATMs
  - Specialty items such as tarps, hay bales, blocks, ticket booths, bleachers, fencing, etc.
- Please keep in mind that children are easily bored when the event is not designed for them. It would be helpful to pre-plan activities that will keep them entertained. When renting a building, outside the building areas/spaces are not available for anyone, which includes children wanting to run around and

climbing fences. Parking lots are very dangerous and not designed for play areas. This is a liability and safety issue. Damages will be charged if needed and possible event cancelation may result. The renter/event host is responsible for the action of their guests.

**Scheduling an event and contract information:**

- Several forms will be required for scheduling and preparing for your event.
  - Facility Rental Booking – basic information, location, dates, and costs, plus the booking deposit (required to calendar the date).
  - Rental Agreement – contract providing information about location, dates, regulations, and insurance (signed copied required 30 days prior to event)
  - Insurance Information – insurance rider required 30 days prior to event.
  - Security information – form from security company required 30 days prior to event.
  - Set-Up Form – providing information about the set-up arrangements (required 2-weeks prior to event).
  - ABC License needed if selling alcohol, at least 3 weeks prior to the event.
- Total rental fee is due four (4) weeks prior to the event. Signed rental contract must also be received at this time. Failure to have signed contract returned to the Fair Office may result in forfeiture of all rental rights and fees, including access to the Fairgrounds. If a contract must be re-issued due to loss by the renter, a \$25.00 re-issue fee will be charged.
- All amounts on the original signed contract will apply. All changes to contract including date of event and the use of different facilities will be done in person or written format from the original renter. Changes must be done 30 days prior to event if available and up to the discretion of Fairgrounds Management.
- The building and/or area keys will be available the day prior to your event. Keys will be signed out and required back in the office the day after the event or in the case of a weekend, the following Monday. A charge of \$250.00 will be added to the final billing if the keys are not returned to the Fairgrounds Office.

- You may have access to the facility from 8:00 a.m. to 5:00 p.m. the day prior to the event (if available) for decoration and set up purposes. If you need additional hours, and only if facility is available, arrangements must be made with the Event Coordinator at least one (1) week prior to the event date and must be approved by Fairgrounds Management. Additional hours are charged at a rate of \$60.00 per hour for on call or as a set fee of \$250.00 decided by management.
- You do not have access to the facility the day after your event. To Arrange this, it must be done in the fair office at least 1 week prior to the event date and again will either run \$60.00 per hour or straight fee of \$250.00 decided on by management.
- Set-Up the coordinator will contact you two (3) weeks prior to the event. The buildings and/or areas come with tables and chairs (and in 3 buildings; stages) that accommodate the number of people able to use that facility. You have an opportunity to do your own set-up or have the Fairgrounds staff set-up the area for you at \$60/hour/per staff. A design plan must be provided. Please work with the Event Coordinator on plans and ideas; we're here to help. Each building comes with the required number of tables/chairs, stage, and bar unit. Do not take items from other locations. If items additional items are needed, get permission from fair management before taking any action. A change in the type of tables, chairs, etc. will require you to rent the items from a party supply business. The Fairgrounds does not supply tablecloths, kitchen ware, or special lighting.
- The Fairgrounds has a sound ordinance for all events. Staff will randomly test the sound levels for 85db at 100 feet and notify the sound engineer to lower the level. Sound engineers are usually very cooperative with this ordinance. Violations could result in the closure of the music/sound portion of the event.

**Parking and RVs:**

- Parking is associated to the building or area you have rented. Most areas have handicap parking spaces and Fire Lanes or Gates nearby. All roads and pathways are considered fire lanes and must be clear always. To avoid

damage to grass or soft areas, get permission from staff before you park in these areas.

- Fair Management will assist in developing traffic flow and parking plans for large events to operate the event more smoothly.
- RV spaces within the RV Park are open throughout the year except on occasions where they are rented like our Fair in August and the last week of April and first week of May each year. There are additional RV hook up locations throughout the facility. Spaces can be rented for clubs and other activities. RV Club renter will work with Fair Management on the number of spaces needed, the locations, and costs.
- Special plans and arrangements will be made if renter and or fairgrounds will charge for event parking. Renter will work with Fair Management of the costs and operations.

#### **Decorations:**

- Buildings and facility areas will be cleaned and stocked prior to your event.
- For your safety and that of your guests, the Fairgrounds requires that your decorations must be flameproof, and the arrangements of hard furniture must provide easy access and flow within the building area and that the emergency exits remain clear. No open flames or candles are allowed. This is a law set by the State Fire Marshal. Failure to follow regulations will result in the closure of your event. Please contact your Event Coordinator with any questions you have about your decorations.
- No decorations may be attached to walls or ceilings.
- Do not use glitter, sprinkles, sparkles, or confetti as they create a slippery floor problem, or straw or hay, as they are a fire hazard.
- Do not use masking and/or duct tape on the floors. Placing restrictions is only to avoid costly damage fees on your final bill and to avoid dangerous and unsafe conditions for you and your guests.
- All tables must be covered.

- If you use a ladder, please maintain safety standards; have someone hold the ladder while someone else is climbing and working on the ladder. Do not use chairs or tables as stools or to climb on.
- Outside signage is possible with the approval of the Fair Management. Staff will work with renter in designing the placement areas for event signage. Renter is responsible for putting up and taking down signage. Additional costs may incur if staff takes down the signage.

### **Alcohol:**

- A \$350 fee will be charged for events given for persons under 21 years of age where alcohol is served. One (1) additional security guard is also required. Misrepresenting the nature of the event will result in closing the event and will forfeit all fees.
- Any renter, club or organization planning to sell alcoholic beverages Must obtain a valid liquor license from the Department of Alcoholic Beverage Control. The application form must be signed by the California Highway Patrol and the Fairgrounds Office at least 3 weeks prior to the event. A copy of the ABC liquor license must be submitted to the Fairgrounds Office. During the event, the original license must be posted at the bar serving area. Selling includes the following:
  - Direct sales of alcoholic beverages.
  - Selling of drink tickets to exchange for alcoholic beverages.
  - Including alcoholic beverages in the prices of a ticket for the event (i.e., dinner/dance tickets, etc.)
- Beverages must be sold or served in unbreakable cups for all outdoor events. If alcohol is being served, separate cup types (i.e., color) must be used to distinguish between alcohol and non-alcoholic beverages.
- For building rentals, no alcohol may be consumed outside of buildings. No alcohol allowed on grounds (outside) for building rentals. Failure to regulate may result in closure of the event.

- All alcoholic beverages must be removed from public view and not available for consumption after 11:30 p.m.
- Anytime the renter collects money and in turn the renter provides alcoholic beverages, liquor liability insurance is required. Renter is the only authorized entity to provide alcohol at the Fairgrounds facilities. Violation of this policy will result in forfeiture of building rental cost, security deposit and immediate closure of the event.
- Responsibility and liability for following the regulations from ABC and the Fairgrounds is that of the Renter. Selling or providing alcohol to minors (under 21 years of age) is illegal. It is also illegal to continue to sell or provide alcohol to someone who has had too much to drink. Renters will need to make arrangements if guests cannot drive or are misbehaving. The security team will be able to assist.
- In accordance with the ABC "Alcohol Management Policies – Guide Practices for Fairs & Special Events."
  - Servers must be at least 21 years of age to sell or serve alcohol.
  - Servers may not consume alcohol while on duty because alcohol affects one's ability to make good judgments.
  - Patrons must be at least 21 years old to be served alcohol.
- Consider using professional bartenders.

**Insurance:**

- Insurance is required for all events.
- Private events must show proof or purchase insurance this must be done at least 4-weeks prior to the event.
- Events/activities selling alcoholic beverage must purchase an additional liquor liability policy.
- Events considered hazardous, dangerous and/or involve livestock have a higher insurance level (\$3M) than a normal event (\$1M). Fair Management will provide information and cost for the larger policy.

- Events sponsored by groups or organizations may provide a “Certificate of Insurance Liability” through their own insurance company. The insurance certificate is due back in the Fair Office at least 4 weeks prior to the event.
- The certificate must have the following:
  - An original signature
  - Certificate must read as follows: (as description of operations ...) “The State of California, the 40<sup>th</sup> District Agricultural Association, County or Citrus Fairs, their agents, officers, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned.”
  - Certificate must read as follows: (certificate holder) “State of California, 40<sup>th</sup> District Agricultural Association, Yolo County Fairgrounds, 1125 East Street, Woodland CA 95776”
  - The amount of public liability coverage is to be \$1,000,000 CSL, unless otherwise stated in Exhibit C (\$3M for livestock and/or high-risk events).
  - The insurance company will not cancel without 30 days prior written notice.
  - Policy dates include the event set up date/s, date/s of the event, and date/s needed to clear the grounds.

**Sound Policy:**

- Fair Management has set a maximum sound level of 85 db. at 100 feet for interim events; entertainment, announcing, rides, and other sound producing activities. Fair staff will monitor sound level and notify sound system provider if the level needs to be reduced.
- Outdoor events will stop their music at the time prearranged by Fair Management. Indoor events will stop their music at the time prearranged by Fair Management or no later than 11:45 p.m. so that event will close at midnight.
- Renters will acknowledge that the Yolo County Fairgrounds is a family friendly facility and will not abide music/noise or other sound systems that sanction violence, gang activities, abusive language, drugs, or other negative behavior.

## **Security:**

- Security is required and must be provided by a company pre-approved by the Fairgrounds. A copy of the Security Contract is required in our office no less than 30 days prior to the event. Failure to submit security contract with number of required security personnel representing the building or area of the event could result in cancellation of event and forfeiture of deposit. Security must be in place, at the event, 30 minutes prior to the start of the event (stated on the invitation) and remain 30 minutes following the close of the event or designated by Fair Management.
- Minimum required security guards for buildings: Maraviov Hall -1; Home Arts – 4; John Rogers – 3; Waite Hall – 6; The Plaza - 3. Fair Management will work with group organizers on security needs for outdoor and larger events. Some events may also need to add metal detector stations for their event. Depending on the type of event, Fair Management may determine if additional security guards are needed.
- To ensure a safe and well-run event, the renter and an assistant will meet with security personnel, prior to the event, to discuss policies and determine a plan if problems should occur. Renter (or designated person) and security personnel should be in communication during the event. It is the renter's responsibility to work with security personnel in controlling any negative behavior of their guests.
- Security personnel can assist renter in ensuring that alcohol is not served to minors, that adequate arrangements have been made to check identifications and have sufficient supervision provided to avoid servicing alcohol to persons already having too much alcohol. Responsibility of alcohol regulations is that of the renter. Monitoring and ensuring that regulations are met is the responsibility of the security team. They will also call Fair Management for support and Law Enforcement agencies if needed.
- Alcohol served at an event if the event is for a minor (under 21 years of age) will require one (1) additional security guard.
- Failure to follow the Fairgrounds policies and maintain an orderly event, the security team can stop the event and will contact Fair Management. Security

also has the authority to ask for additional support from either their company and/or local law enforcement. Additional security personnel may result in additional cost to the renter. This will also result in the forfeiture of the event deposit.

- For building rentals, no alcohol may be consumed outside of buildings. No alcohol allowed on grounds (outside) of building rentals and parking lots. Failure to regulate will result in closure of the event.
- An updated list of approved Security Companies is available on our website, or a list is available in our office or on our website at [www.yolocountyfair.net](http://www.yolocountyfair.net)

### **End of the event:**

- Midnight is the end of the event noise for inside events stops no later than 11:45pm for building rentals. The renter has the building facility until 1:30am for clean up by a small group of people. Alcohol will stop being served at 11:30pm. Event hosts and security teams will tell guests to leave. Event hosts should ensure that their guests are able to drive or provide alternative drivers or avenue to get home.
- Outside events must be done by 7pm unless otherwise stated in your contract. All outside events must be cleaned and vacated by dark.
- Renter is responsible for the actual repair costs for any damage to fair property and needs to discuss the situation with Fair Management.
- The keys will be returned to the Fair Office the day after the event, or a date arranged by Fair Management.
- After the event, the deposit will be applied to charges incurred (if any) and the balance refunded. Any balance due to the renter will be refunded within 30 days of the after-event billing.
- For large events, Fair Management will schedule a post-event meeting to review the activities and what would be done for the next event. We appreciate comments from all our renters and would be happy to meet with anyone regarding their event.

- If there is an amount due to the Fair, over and above the normal costs already paid, following the event, it is due immediately upon receipt of the invoice. Interest of 1% will be charged monthly on any unpaid balance after 30 days.

**Fairgrounds Ordinances:**

- For your safety, the safety of others, and the liability of the fairgrounds:
  - No pets allowed on the grounds without prior approval.
  - No skating, skateboards, roller blades, bike riding, and scooters allowed.
  - Illegal drugs, firearms, and/or any type of weapons are prohibited anywhere on the fairgrounds.
  - Speed limit in the parking lots is 15 mph: and 10 mph on the inner grounds.

**F-31 Agreement**

1. That Whereas, The Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: Rental is 8:00 a.m. to 12:00 a.m. & to be cleared by 1:30 a.m.
2. Please Note there is No Day After the Rental for Cleaning or Picking Items up without prior consent, acknowledgment on the contract and additional fees paid.
3. Now, Therefore, Association hereby grants to the Renter the right to occupy the space(s) described in the contract for the purposes hereinafter set forth, subject to the terms and conditions of this agreement. Located on the grounds of the 40th District Agricultural association in Woodland. Day before and after event may be used for setup and cleanup with permission of office.
4. The purposes of occupancy shall be limited to and shall be for no other purposes whatsoever other than those stated on the contract.
5. Renter agrees to pay to Association for the rights and privileges hereby granted the amounts and, in the manner, set forth in the contract.
6. \$60.00 an hour per maintenance worker will be charged for any setup, stand by, or trash removal. All fees and contracts and insurance must be turned in 30 (thirty) days before event date.

7. Rentor agrees to pay fees required by Association for: (Total Amount) and to guarantee the payment of:
  - i. Any money which may be payable to the association under this agreement;
  - ii. Any damage to the association property and utility charges if any;
  - iii. Removal of all property and the leaving of the premises in a condition satisfactory to the association.
8. Association shall have the right to audit any monitor all sales as well as access to the premises.
9. Rentor further agrees to indemnify, defend and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor him\herself and from any loss, damage, cause of action, claims or suits for damages, including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.
10. Further agrees that he\she will not sell, exchange or barter, or permit his\her employees to sell, exchange or barter, any permits issued to Rentor or his\her employees hereunder.
11. It is mutually agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of the Association.
12. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
13. The Rules and Regulations printed on the reverse side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he\she has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
14. In the event Rentor fails to comply in any respect with the terms of this agreement and the rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and the Association shall have the right to occupy the space in any manner deemed for the best interests of Association.

15. Special Provisions: The attached exhibits A, B, C are incorporated herein and made a part of this contract. In the case of a declared emergency this contract will automatically be cancelled. Absolutely no smoking in buildings by order of the State Fire Marshall.
16. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative and approved (if required) by the Department of Food and Agriculture, Division of Fairs and Expositions, and the Department of General Services.
17. This agreement has been executed, by and on behalf of the parties hereto, the day and year first above written.
18. No Rentor will be allowed to open until all the preliminary requirements herein set forth have been complied with.
19. Rentor will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within said concession plot for each purpose and will keep the area within and surrounding said concessions free from all rubbish and debris.
20. All buildings, tents, or enclosures erected under the terms of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to the Association for approval at least twelve (12) hours in advance of each day's operation.
21. Rentor will furnish the Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Rentor in said space(s).
22. Rentor must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
23. Rentor will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is old by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privileges provided in the Rental Agreement, and that any and all exclusives granted Rentor shall not include the Carnival and the Carnival Area.

24. Rentor will cause to be posted in a conspicuous manner at the front entrance to the concessions, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement, the size of said sign, manner, and place of posting to be approved by Association.
25. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Rentor must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concessions ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Renters' trash, and such trash must not be swept into the aisles or streets or any public space.
26. All sound-producing devices used by Rentor within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound-producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only first obtaining written permission thereof from the Association.
27. Rentor agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration, and sale, shall be subject to the approval of the Association and the local law enforcement officials.
28. Rentor is entirely responsible for the space allotted to Rentor and agrees to reimburse Association for any damage to the real property, equipment, or grounds used in connection with the space allotted in Rentor, reasonable wear and tear and damage from causes beyond Renter's control excepted.
29. Association may provide watchman service which will provide for reasonable protection of the property of Renters, but Association shall not be responsible for loss or damage to the property of Rentor.
30. Each article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Rentor must be removed from the buildings and grounds by Rentor, at his own expense, not later than a date specified by Association. It is understood in the event of Rentor's failure to vacate premises as herein provided, unless permission in writing is first obtained, Association may and is hereby authorized and made the agent of

Rentor to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Rentor shall reimburse Association for expenses thus incurred.

31. No Rentor will be permitted to sell or dispose of anywhere on the fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Rentor is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
32. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
33. Failure of Association to insist in any one or more instances upon the observance and/or performance of any these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
34. This rental agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performances of the terms of this agreement.
35. Rentor recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Rentor may be subject to the payment of property taxes levied on such interest.
36. The Association shall have the privilege of inspecting the premises covered by this agreement at any time or all times.
37. The parties hereto agree that Rentor, and any agents and employees of Rentor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
38. Time is of the essence of each and all the provisions of this agreement, and the provisions of this agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

# Insurance Requirements

## 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 teardown 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, 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, enduro, 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; **\$2,000,000 per occurrence** for Rodeo Events All Types **without a paid gate** and with any Rough Stock events and for Swap Meets/Flea Markets held two or more times per calendar year; **\$2,000,000 per occurrence** for the following Motorized events: car jumping contests/demonstrations of hydraulic modifications to automobiles; **\$2,000,000 per occurrence** for Interim Carnival Rides, Fairtime Kiddie Carnival Rides of up to 6 rides, Concerts with over 5,000 attendees, Rave Type Events All Types, Mechanical Bulls, Extreme Attractions All Types that require a DOSH permit to operate, and Simulators; **\$1,000,000 per occurrence** for Rodeo Events All Types **without** any Rough Stock Events; **\$1,000,000 per occurrence** for all other contacts 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.

## **Standard Contract Terms & 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 unappeasable 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.

## **Cleanup Checklist**

**Reminder this must be completed by 1:30 a.m. of the Rental Date**

### **Kitchen**

- Wipe down refrigerator.
- Clean all counters, stoves and tabletops.
- Sweep floor.
- Discard any leftover food.

### **Restrooms**

- Empty all trash.
- Sweep as needed.

### **Stage**

- Remove all trash and decorations.
- Sweep as needed.
- Do Not Place Stage Outdoors- If you do not wish to use the stage, please call the office staff or maintenance staff to remove it – Charges will apply.

### **Building**

- Clean all trash from tables.
- Wipe down tables and chairs.

- Sweep the floor and remove all trash.
- Remove any tape, paper, decorations, balloons, etc.
- Clean up any spills and sticky spots from food, drinks, etc. on the floor.

### **Tables & Chairs**

- Tables & Chairs that are used for your event are to be left down without being put away, but they should be wiped down.

### **Bar**

- Remove all bottles, cans, boxes, trash, etc.
- Remove leftover ice.
- Wipe down any spills.

### **Garbage Cans & Dumpster Area**

- Use garbage can liners provided by fairgrounds.
- Removal all trash
- Leave cans in original locations.
- Place all recycle in blue bin or green waste management Recycle Dumpster
- Place all garbage in green dumpster and lock after event.
- Pickup around trash area and be sure all garbage is bagged, tied, and placed in outside dumpster.
- Break down all boxes and place them in a Recycle Dumpster.
- Lock dumpster when done.

### **Parking lot**

- You must pick up all trash; this includes cups, plates and bottles or broken glass.