

14TH DISTRICT AGRICULTURAL ASSOCIATION



Addendum A **Facility rental rules and regulations**

Santa Cruz County Fair and Event Center Rental Rules and Regulations

FACILITY RENTAL RULES AND REGULATIONS

Your Santa Cruz County Fair & Event Center staff works to ensure your event is safe and completely successful. You can help make this possible by reading this document in its entirety.

SECURITY

Security guards are required for all events. Security supervisor(s) and officers will handle all security matters.

The person signing the Rental Agreement is the only person who will be recognized, for event related communication, by Fairgrounds Staff, Security Staff and the Sheriff's Department. Anyone who interferes with any of these persons confrontationally, verbally and /or threateningly, during the performance of their duties, will be subject to removal from the Fairgrounds and/or arrest.

Neither Fairgrounds staff nor security officers may consume any of the Renter's food or drinks unless invited by the Renter to do so.

PROHIBITED

- Open flames of any type. This includes but is not limited to candles or any other decorations with live flames of any kind. This restriction is to ensure a safe environment for all participants.
- Use of thumbtacks, nails, staples etc. to install decorations on table & walls.
- Use of confetti.
- Smoking in any buildings. *California Government Code §7597(a) No public employee or member of the public shall smoke any tobacco product inside a public building, or in an outdoor area within 20 feet of a main exit, entrance, or operable window of a public building...* Guests must use designated smoking areas.
- Loitering in and around the parking lots.

ALCOHOL

All alcoholic beverages will be sold and served by Fairgrounds contractors. No alcoholic beverages are allowed to be brought onto the Fairgrounds property (includes parking lots) by any other persons. Anyone found breaking this rule will be evicted from the fairgrounds and subject to arrest and prosecution. A deduction of your damage/cleaning/sound deposit placed will be made if alcohol is brought onto the fairgrounds by renter, their guest, and/or participants. There are no returns on alcohol purchases. Any unused alcohol will be disposed of at the end of the event.

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BEFORE YOUR EVENT

Please take the time to familiarize yourself with this document prior to the day of your event.

The following items require prior approval by SCCF Staff.

- Glass vases
- Decoration Plan
- Equipment not listed on the Reservation Form. (May be subject to additional fees.).

Renter should come prepared with proper tools to decorate for their event. Fairground's hand tools or equipment, e.g. hammers, screwdrivers, ladders, etc. may not be borrowed by the Renter. Fairgrounds Staff will deliver equipment, listed in Reservation form, into the rental building. Excess equipment will be removed from the rental area and renter may be subject to additional fees for the removal of the excess equipment requested.

Standard set up time is on the day of event as of 8:00 am. Should additional set up time be needed special arrangements for additional or different set up times may be arranged with the Fairgrounds office (Additional fees will apply). Refer to attached, *Rules for Noise Levels and Ending Times*, for information related to event ending times.

DURING YOUR EVENT

NO "IN AND OUT" PRIVELIDGES. Re-entry will not be allowed once each guest has entered the building. The expected attendance that is indicated on the reservation form/rental agreement is the maximum amount of people that will be allowed to enter the event. After the expected number of people enter the event, all others will be turned away regardless of relationship to the contracting party.

Guests must use designated smoking areas. No smoking allowed in any building.

Any issues taking place during the event must reported, by the renter, to the event staff on duty during the event. It is also advisable that the renter contact the Fairgrounds administration office as soon as possible, following the event, to review the issue(s).

AFTER YOUR EVENT

Renter: Removes all decorations from the tables and walls and places all trash in containers.

Fairgrounds Staff: Sweep, mop floors, restack equipment, and clean the building.

MOVE-IN/MOVE-OUT

All events must abide by the specified and agreed upon move-in and move-out dates and times. A move-in and out is defined as the time exhibitors or Renters use to load-in, set-up and teardown from an event and indicated on the rental agreement. A deduction of \$200.00 per hour from your damage/cleaning/sound deposit will be made for late move outs.

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RULES FOR NOISE LEVEL AND ENDING TIMES

The Santa County Fairgrounds Board of Directors has established the following policy to ensure appropriate sound levels during all concerts, shows, and events held on the Santa Cruz County Fairgrounds. Because of the nature of sound; i.e. bass sounds ability to travel great distances, sound reflective inversion layers, etc., there may be instances where sound levels may be lowered to mitigate noise nuisance. In such an instance, the CEO shall have the right to request a maximum sound decibel level which is lower than the applicable standard.

Indoor events in J.J Crosetti and Harvest Buildings - sound levels shall be measured at the farthest distance from the stage or music production area within the walls of the building and will not be allowed to exceed eighty-five (85) decibels.

Heritage Hall and Fine Arts Buildings - sound levels shall be measured at the farthest distance from the stage or music production area within the walls of the building and will not be allowed to exceed eighty-five (85) decibels.

Outdoor Events - sound levels shall be measured one hundred (100) feet from the front of the stage and will not be allowed to exceed ninety-five (95) decibels. Speakers shall be angled in such a way to decrease the amount of sound leaving the Fair grounds. The Contractor shall use towers with speakers directed downward for maximum sound absorption when so directed by the CEO.

All Events - A fairground staff person designated by management will measure the sound levels with a decibel meter approved by fair management. Fairgrounds staff will communicate with the renter about any sound level adjustment needed.

In the event that a second request to lower the sound level is made to the renter and the request is not honored the fairgrounds staff will disconnect the power to the sound equipment. If the renter and his entertainment provider agree to comply with fairgrounds rules power will be restored.

Should the renter fail to comply with sound policies after the power has been restored the power to the sound equipment will be turned off again, a minimum \$500.00 deduction will be made to your damage/cleaning/sound deposit placed and the event will be shut down.

Ending times for **indoor** events are:

Monday thru Saturday night – 11:00 PM

Sunday night – 10:00 PM

Beginning and ending times for **outdoor** events are 10:00 AM to 7:00 PM

Management reserves the ability to allow outdoor events to operate later into the night as long as the renter controls the sound, to a management approved level, that does not negatively impact fairgrounds neighbors.

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GENERAL POLICIES GOVERNING RENTAL OF FACILITIES

This document comprises the policies, rules and regulations adopted by the Board of Directors of the 14th District Agricultural Association/Santa Cruz County Fairgrounds, hereinafter referred to as the Association, governing interim events of all kinds presented on the grounds by any person or organization. It sets forth in detail the conditions under which any person or organization, hereafter referred to as renter, may present commercial or non-profit enterprises, display, or entertainment in any Association facility or on any part of the grounds.

The 14th District Agricultural Association, also known as the Santa Cruz County Fairgrounds and its Board of Directors, Management, staff or agents are responsible solely for the enforcement of the policies provided within, but, at its discretion may choose to alter or change said policies, written and implied at any time it so deems.

The 14th District Agricultural Association/Santa Cruz County Fairgrounds and its Board of Directors, Management, staff or agents assume no liability for the cancellation of events, the failure of any event, or any loss, theft, damage, accident or other misfortune associated with any event held on the facility premises.

No person or organization may use any portion of the Fairgrounds without first having obtained a Rental Agreement for occupancy. Rentals for use of any portion of the Fairgrounds are issued on authorized printed forms. Such rentals must be signed by the renter and by an authorized representative of the Association Management (General Manager or such person designated by the Manager) prior to the renter commencing any activity of any kind on the Fairgrounds.

RENTER LIABILITIES

All renters are solely responsible for the actions of their exhibitors, contractors, vendors, patrons and guests. All damages or violations of the policies set forth in this manual apply to each Renter and the affiliated persons. It is the responsibility of the Renter to make these policies known and to enforce said policies, rules and regulations. Renter is responsible for accurately estimating the number of persons expected to attend their event. If the number of guests exceeds the renter's estimate the Association will not allow overflow persons into the event. The renter will be assessed a service charge if overflow guests cause unforeseen stress to Association staff and/or security staff.

Each renter is also personally liable for any and all debts to the Association, including, but not limited to late charges, service fees and fines.

GENERAL STATEMENT OF CONDITIONS

The Association is not permitted to give facilities and services at no charge or at a loss to the Association. The Association is not permitted to rent additional equipment or supplies from other companies for renters. Association personnel are not permitted to loan tools, supplies or equipment to renters. All buildings, facilities, and equipment are rented "as is." If a renter should find an area that is unsafe, or equipment that is not usable, renter must immediately report their concerns to Association Management.

Association employees are required to have access to any facility, at any time, in case of an emergency.

POLICIES NOW IN EFFECT OR AS ANNOUNCED HEREAFTER

Renters agree to perform in fulfillment of the terms and conditions of the Rental Agreement relating to the use of the facilities that are now in effect or that may be adopted hereafter. The Association reserves the right to modify or to change policies, rules and regulations or rental rates. Every effort will be made to notify Renter of changes as they are made.

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GENERAL COMPLIANCE

Renter agrees to comply with all applicable Governmental agency ordinances and statutes; and to assume full responsibility for payment of any sales, percentages, fines, use and possessory interest taxes, easements or any other fees incurred by Renters use of premises.

The Fairgrounds is a Permittee under the California municipal storm water permit and as such cannot have any illicit discharges from its site. An illicit discharge is one that is not composed entirely of storm water. All waste you generate while onsite at the Fairgrounds must be disposed of in a proper manner. All trash must be placed in the supplied trash receptacle. No oil, fat or grease (FOG) can be disposed of down the site drains but must be disposed of in the supplied FOG containers. If you spill anything on the ground or floor, it is your responsibility to clean it up and properly dispose of the spilled material and the materials used in the clean-up. Your activities while onsite should be conducted as far away from the edge of the creek as possible. No materials should be placed in the creek. If you have question on the proper disposal please contact the office staff. If the Fairgrounds is required to initiate cleanup caused by your activities while on site, the responsible party will be billed for the cleanup.

COURTESY CREDENTIALS

The Association reserves the right to request a reasonable number of courtesy credentials, enabling the Association's Board of Directors and Management to observe or attend the event.

REVOCAION PRIVILEGES

The Association Management may refuse event bookings when, in its opinion the event may cause or have the potential to cause undue hardship on the facility, is incompatible with a previously booked event, is not of a nature that is consistent with the Association's image, when the event poses a security hazard or when overtime of staff, excessive clean-up or possibility of excessive damage or public safety hazard exists.

ADDITIONS/DELETIONS OR CHANGES OF THE RENTAL AGREEMENT

Any additions, deletions, or changes to the Rental Agreement, must be requested in writing at least 30 days prior to the scheduled event, and must be approved by Association Management.

SUBLEASING

No Renter, under any circumstances, may sublease, rent or dispose of in any manner, facilities, equipment or materials, which are rented, leased or used from the Association. Violation of this regulation will result in immediate cancellation or termination of the Rental Agreement and future agreements.

RESERVATIONS

The Association accepts reservations on a twelve (12) month booking guideline policy. Events booked within a twelve (12) month period are booked on a firm basis, subject to Event Interval Policy. Any event scheduled beyond a twelve (12) month period will be considered tentative, and each individual should be advised accordingly. **A NON-REFUNDABLE DEPOSIT IN THE AMOUNT OF HALF THE RENTAL RATE IS REQUIRED UPON SCHEDULING ANY EVENT.** Failure to pay the deposit upon scheduling an event shall result in automatic cancellation without further notice. Those events classified as annual must pay deposits within seven (7) days following their event, or be subject to loss of date. **NON-REFUNDABLE DEPOSIT will be applied to rental fees.**

EVENT INTERVAL POLICY

Any activity sponsored by the Association has precedence over any other interim activity or request for usage of facilities. If the Association schedules an activity which interferes with a previously arranged interim event, the

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Association will send by U.S. Mail, a notice of cancellation at least six months prior to the interim event, to the address stipulated on the RENTAL & FACILITY REQUEST.

Notice will be deemed given upon deposit in the mail system. The Association Management will make every effort to provide an alternate date for said interim event. If alternate date is not acceptable to Renter, all deposits will be refunded.

No event will be scheduled which is in conflict with the annual Santa Cruz County Fair. The Association Management reserves the right to limit or refuse rental requests within six weeks prior to or two weeks following any Association sponsored event.

With the exception of shows sponsored by the Association, general commercial shows and sales of similar or identical in nature as determined by Association management, promoted by competing individuals or organizations, will be scheduled at intervals determined by Management.

OPTION TO RESERVE

All Renters of Fair facilities and premises, including annual, biannual, quarterly and monthly events, are reminded that it is their sole responsibility to initiate and complete proper forms and pay deposits for future event bookings. Failure to complete the proper forms will result in cancellation of any rights of priority option for rental. *It is mandatory that reservation requests be filled out on the Confirmation/Rental Application Form. The Association Management will not be held responsible for failure to comply with this policy.*

USAGE HOURS

Unless otherwise specified by Association Management, facility usage hours which determines daily rental fees, are as follows:

The J. J. Crosetti Building, Harvest Building, Heritage Hall, and Arts Building: 8:30 a.m. to 10:00 p.m. Sunday through Thursday, and 8:30 a.m. to 11:00 p.m., Friday and Saturday. (Typical events may not exceed 8 hours. There will be one additional hour allowed for teardown.)

Equestrian Center: 7 a.m. to 10 p.m. There will be no announcing or music after 10:00 PM. Excludes Fair time.

PERFORMANCE & EVENT USAGE

Performance or event usage is defined as a contractually stipulated rental period when specified facilities are used for an event attended by persons other than the Renter and his staff. Such usage is charged at the standard rental rate for that facility.

PAYMENT SCHEDULE

Payments due upon Date(s) shown on Rental Agreement and/or payment detail. Should an unforeseen circumstance arrive that precludes you from holding your Event on the date as held, the non-refundable holding deposit can be moved forward to a rescheduled date within eight (8) months from the original date provided the date change request is made in writing at least six months, (180) days, prior to the scheduled event.

METHOD OF PAYMENT

Personal checks, cashier's checks, money orders and or credit card must be used for payments made by Renter. If less than thirty (30) days prior to the event no personal checks will be accepted. NO EXCEPTIONS.

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RETURNED CHECKS

Any payments or deposits to secure reservations made by individuals or organizations by check which are returned for insufficient funds, require the Renter to replace that amount in cash, money order or cashier's check, within five (5) business days or be subject to cancellation of event. Further, all future payments for that event must be paid in money order, or cashier's check. A \$25.00 fee will be charged on all returned checks.

CANCELLATIONS

The full amount paid, less the non-refundable scheduling deposit, will be refunded provided cancellations are made in **writing** at least three months, (90) days, prior to the scheduled event.

Service fees will be assessed for cancellations made less than ninety (90) days prior to the scheduled event, and will be determined by Association Management.

All payments made toward events that cancel sixty (60) days or less prior to the scheduled date of the event will not be refunded.

REFUNDABLE DAMAGE/CLEANING/SOUND DEPOSIT

Renter agrees to pay for any and all damages that result from the operations or participation in the event contracted, including those damages caused by exhibitors or event patrons. All rentals require a deposit to guarantee against additional clean-up, loss, damage, labor, etc., The Association. Association Management will determine the amount of the charges. ***Damage/Cleaning/Sound Deposits must be paid BY Date shown on your Agreement. Any deposit due to be returned to the Renter following event will be made within thirty (30) days following the event.***

LIABILITY INSURANCE

No individual or organization may use any portion of the fairground property without submitting to Association Management a valid certificate of insurance in the amount specified under the Certificate of Insurance requirements. Renter, at their own expense, must procure the applicable insurance coverage required, to be in full force and effect, covering any activities prior to Renters event, the event proper, and any move-in, set-up or after event activities which is conducted by Renter or event affiliated persons. Renter is responsible for accurately estimating the number of guests who will attend their event. The Association will access a service charge to be determined by Association management if attendance exceeds estimate.

INJURIES OR ACCIDENTS OCCURRING DURING TERM OF CONTRACT

All accidents, occurrences, or claims must be immediately reported to the Association Management within 24 hours of close of event. Reports must include:

1. Name, date of birth, address and telephone number of injured person.
2. Name, address and telephone number of any witnesses.
3. A description of the accident (How, when and where it happened).
4. A description of the extent of individual injury or property damage.
5. Any other significant facts (weather conditions, prior condition of the injured person, etc.)

Forms will be provided to all renters, and available from an event attendant. (If insurance was purchased through the Association, the information, when the Association receives it, will be reported at once, by telephone and mail to the California Fair Services Authority followed by a brief written report.)

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CAL-OSHA REGULATIONS

Renters are required, when applicable and per Senate Bill 198, to have in place a written injury and illness prevention safety program. The Association reserves the right to request a copy of the Renters safety plan. Those Renters not in compliance with Senate Bill 198 will not be issued a Rental Agreement until such a plan is completed.

ALTERATION

Any alterations requiring Association staff, to modify floor plan or to change the set up or any late requests will be charged at standard hourly laborer rate (4 hr. minimum).

CONCESSIONS must be approved by fair management.

Renters, their guests, patrons or exhibitors are strictly prohibited from bringing alcoholic beverages onto the premises of the Association. Violation of this policy could result in legal action, confiscation, shut down of the event, termination, or refusal for future events and loss of rent deposits and payments.

All patrons must show legally acceptable identification that is: a) issued by a governmental agency (federal, state, county or city); b) contains the name, date of birth to verify age of 21 (twenty-one) years or more, physical description, and photograph of the individual.

If anyone shows a false identification, or an identification that has been altered, borrowed, stolen, counterfeited or forged, security will be immediately contacted. The patron will be advised that security has been called and that staff will hold the identification until security arrives. If the patron chooses to leave without the identification before security arrives, the identification has become abandoned property (not confiscated personal property.) If the patron remains until security arrives, security will make a determination on the acceptability of the identification. If it is determined to be false, the identification will be confiscated by security and the patron will be detained.

Persons who are either impaired or obviously intoxicated will not be served. Person(s) determined to be intoxicated may be asked to leave the Santa Cruz County Fair and Event Center property. Person(s) asked to leave will not receive any event refund.

Patrons are subject to search for alcohol and weapons. This search may take place at any time by security personnel or a Santa Cruz Sheriff's Officer on duty. Alcohol and weapons signage will be permanently posted at all entrances to the Santa Cruz County Fair and Event Center.

Person(s) in possession of unlawful items (i.e. weapons, controlled drugs, false identifications) will have the items confiscated and presented to law enforcement officers.

Underage drinkers or those passing alcohol to underage patrons will be informed of Management policy and of California Law. The underage drinker will be asked to pour out his/her beverage. An Incident Report will be completed. If a patron is observed passing alcohol to an underage patron after having been informed of the Managements Policy and California Law, that person and the underage drinker will be asked to leave the Santa Cruz County Fair and Event Center.

All alcohol sales inside buildings will cease one (1) hour prior to close of the event. Alcohol sales on grounds will cease one (1) hour prior to closing of event *or at the discretion of fairgrounds management.*

All alcohol sales are restricted to the immediate alcohol concession area and may not be sold outside this area, including "peddling" of beverages in stands.

NOVELTY & COMMERCIAL CONCESSION sales must be approved by fairgrounds management.

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PARKING

Parking lots and roadways, in all cases, will be under the exclusive and absolute control of the Association.

Any vehicle parked illegally in a red, disabled or unauthorized zone will be towed at owner's expense. **THIS WILL BE ENFORCED. Please note: Any vehicle parked in a disabled parking space and not displaying a DMV Placard will be towed and fined per State of California Laws.C.V.C. 25511.8d**

The Association reserves the right to all parking concessions, and the right to determine the per car price. All event patrons with the exception of horse shows and some private parties or other events determined by Association Management to not be cost-effective, will be charged a parking fee.

Parking attendants will be requested as deemed necessary by Association Management. The Association provides parking lot attendants, and management will determine the number of attendants. If additional attendants are required, the renter may be asked to pay for additional parking attendants as required by Association Management.

The Association hereby declares that it is not responsible for fire, theft, damage to or loss of any vehicle or article left therein when parked on the Association property. Any people parking on the Association property do so at their own risk.

SECURITY

Security for events will be determined by Association Management. Association Management will retain the right to determine type of security personnel required. Association requires that only the licensed Association's security company or Association staff will be contracted to perform security services on the premises. There will be no exception. All security guards will perform only security duties as prescribed by Association Management.

The Association and its security contractor are not responsible for any loss, theft or damage occurring in conjunction with Renters use of the facilities or premises

ELECTRICIAN AND USE OF ELECTRICITY

Use of any electrical equipment must meet all Cal-OSHA and National Electrical Code requirements. All premises are subject to inspection at the convenience of Association personnel.

Any event requiring additional electrical services, including power boxes for individual booths, generators, additional lighting, etc., must use Association electrician at the renter's expense. Renter must notify Association Management, in writing, thirty (30) days prior to facility use if additional electrical requirements will be needed

OUTSIDE SOURCE EQUIPMENT

In the event the Associations equipment is not available, Renters may rent equipment from outside rental companies or provide their own equipment.

EXTENSION CORDS

Renter must provide extension cords. All extension cords used on the premises (including those used by exhibitors) must meet Cal-OSHA and National Electrical Code requirements. Only one extension cord may be used from the source of power to the item to be powered. Two or more extension cords connected together are strictly forbidden. It is mandatory that a plug strip be used when two or more items are to be plugged in to one power source.

It is the responsibility of the Renter to enforce this policy and to ensure that all exhibitors comply with Cal-OSHA regulations. If the show is not in compliance, the Association reserves the right to disconnect or lock out power until compliance is met.

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SIGNS/BANNERS/DECORATIONS

Any sign/banner to be hung by Association Personnel must be provided to the Fair's Administration Office ten days prior to Event. Association must approve all text and/or graphics on signs/banners before permission is granted to display signs/banners.

****All advertising space on the premises of the Association is the exclusive property of the Association.***

Placement of signs or banners on the Association property may be put up on the day(s) of the event only, or as approved in advance by Association Management. All signs, banners, and prospective locations of said signs and banners must be approved, in writing, from the Association Management.

The use of tape, staples, and thumbtacks, nails, glue or any other non-approved substance may not be used to hang signs or banners inside any facility or on any painted surface.

ONLY easy remove masking tape or adhesive putty can be used on the walls or tables inside a building. Any event violating this policy is subject to additional clean-up, painting and repair charges.

EVENT ADVERTISING

A Rental Agreement is required to be signed between the Renter and Association management before any event can be advertised. Management reserves the right to request and approve any advertising material before it is distributed to the public.

Renter agrees not to list the Association Administration office telephone number in any advertisement.

ACTIVITIES INVOLVING ANIMALS

Any renter utilizing the Association for any activity or event in which live animals are used, exhibited, and/or displayed shall comply fully with all applicable government agency statutes, laws, ordinances, rules, regulations and/or orders applicable to the humane care and treatment of animals. ***Renter assumes full responsibility*** to meet and satisfy all applicable governmental standards relative to the care and treatment of animals, and to be fully informed regarding any and all applicable statutes, laws, ordinances, rules, regulations and/or orders as they relate to the needs and rights of those animals under the Renters care and control.

ANIMAL RESTRICTIONS

Dogs must be kept on a 6' leash at all times. Except for dog shows or certified service dogs, dogs will not be allowed in buildings or in arenas. It is the policy of the Association to allow animal control to pick up those dogs not on a leash.

RV PARKING

Limited overnight RV parking is available on a first come basis. Reservations will be taken in advance if the proper registration form is completed along with full payment for RV Space. The Association will record license number of any "uncollectable" for presentation to renter. Rentals fees are due upon arrival.

All RVs, unless otherwise cleared by Association management, must park in the designated RV lot and pay currently charged rates. Association reserves the right to have any RV and/or vehicle towed at the owner's expense if there is a violation of the Association's Parking Policy.

UTILITY VEHICLES & CARTS

Permits are required to operate utility vehicles & golf carts. These permits will be issued at the Association Office **ONLY** to licensed drivers who can provide evidence of insurance releasing the State of California and the 14th District Agricultural Association and all its personnel of any liability. Permits must be prominently displayed at all

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times while on Association property. All operators must possess a valid Drivers license while operating any utility vehicle/ or golf cart while on Association property.

CONCERTS, DANCES & SPECTATOR EVENTS

Concerts and dances are to be scheduled no less than **60** days prior to event date.

“**NO RE-ENTRY**” signs must be posted at dances or concerts held in any building (Arena concerts may be accepted by Association Management). “No Re-Entry” means that persons, who leave the dance or concert, must pay full admission to re-enter the event or will not be readmitted. ***The Association and related Association staff or security reserves the right to refuse re-entry to anyone***

STATE FIRE MARSHAL REGULATIONS

GENERAL REQUIREMENTS

1. Occupant load must be complied with in assembly buildings and special crowd control measures may be required (rummage sales, dances, please note). Crosetti Building maximum capacity is 860 seated and 1850 standing, the Harvest Building maximum capacity is 750 seated and 1,600 standing, the Arts Building maximum capacity is 280 seated and 600 standing, the Heritage Hall maximum capacity is 260 seated and 550 standing. Stand-by fire watch may be required at additional cost.
2. Event floor plans, arrangement of aisles and displays must be approved by a Fire Marshal or Fairgrounds staff before the commencement of event.
3. No vehicles may block or obstruct any fire protection device or roadway.
4. No vehicle may block fire access.
5. Exits may not be blocked, locked or screened.
6. Any decorative material must be flame proofed and certificate or container of material used must be available for inspection.
7. Any open flame (except barbecues) must be covered by permit issued by Fire Marshal. No open flame (except barbecues) will be allowed in livestock or horseshow areas. There will be no smoking around any barn area

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STANDARD CONTRACT TERMS AND CONDITIONS (F-31, RENTAL AGREEMENT)

- 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 against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical a Nondiscrimination Program. Prospective contractor agrees not to unlawfully discriminate, harass or allow harassment 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

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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.