

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.

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 permanent 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.

GENERAL COMPLIANCE

Renter agrees to comply with all applicable Governmental agencies 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.

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.

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 exists.

ADDITIONS/DELETIONS OR CHANGES OF THE RENTAL AGREEMENT

Any additions, deletions, or changes to the Rental Agreement, must be made in writing prior to the scheduled event, and must be approved by Association Management.

HOLIDAY RESTRICTIONS

The following Holidays are official State Holidays and require all labor hours to be paid at double time: New Years Eve and New Years Day, Martin Luther King Jr. Day, Lincoln's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving day and the day after. No events will be booked on Christmas Eve, Christmas Day or Easter Sunday.

SUBLEASING

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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 OF \$200 IS REQUIRED IMMEDIATELY UPON SCHEDULING ANY EVENT. Failure to pay the deposit within seven (7) days from scheduling an event shall result in automatic cancellation without further notice. Those events classified as annual must also pay deposits within seven (7) days following their event, or be subject to loss of date(s). All deposits 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 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 one week 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 Rental and Facility Request form. The Association Management will not be held responsible for failure to comply with this policy.

FIRST TIME RENTALS

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First time Renters will not be permitted to reserve future facility usage dates until completion of Renters first event and after final payment of any outstanding balances.

All first time renters, or renters who have not rented at the Association within twelve months are required to pay the full one day's, non-refundable rental charge within fourteen days of scheduling an event. This fee supersedes the \$200 non-refundable deposit fee above. Failure to pay will result in automatic cancellation without further notice.

Additionally, all estimated charges, including equipment and labor charges, must be paid according to the following schedule: One half of the charges due no less than sixty days (or by request of Association Management) prior to the scheduled start of the event. The remaining balance is due 30 days prior to the scheduled start day of the event.

ANNUAL EVENTS

An event of three or more consecutive years at the same facility (ies) on the same corresponding dates shall be classified as an ANNUAL EVENT.

ANNUAL USAGE

It is the policy of the Association that Renters in "good standing" from the previous years, sponsoring events on a regular, annual basis, shall have the first option for the use of facilities on corresponding days from year to year, providing their event does not compete with an event sponsored by the Association and renter has complied with the reservation and option to reserve policies.

Renters in "good standing" are those individuals or organizations that have paid all deposits and payments by the scheduled due dates, and who have consistently followed all policies, rules, and regulations set by the Board of Directors and Association Management.

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 and Arts Building: 8:00 a.m. to 10:00 p.m. Sunday through Thursday, and 8:00 a.m. to 11:00 p.m., Friday and Saturday. Events operating prior to or after the above designated times (allowing one hour for teardown,) will be billed at \$100 per hour (no less than 15 minute increments) for each hour. These designated times include set-up or teardown of any event.

Equestrian Center: 6 a.m. to 10 p.m. Events operating after 10 p.m. will be billed \$100 per hour for each hour thereafter (no less than 15 minutes increments).

No event will be allowed to operate after 11:00 p.m., unless agreed upon in writing prior to the event.

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.

PAYMENTS

PAYMENT SCHEDULE

One-half of the rental fees are due sixty (60) days prior to the event, the balance of the rental is due no later than thirty (30) days prior to the Renters event. PAYMENTS POSTMARKED FIVE (5) DAYS AFTER PAYMENT DUE DATE WILL BE SUBJECT TO A LATE CHARGE AS DEEMED BY ASSOCIATION MANAGEMENT. PAYMENTS POSTMARKED AFTER SIX (6) OR MORE DAYS AFTER DUE DATE WILL RESULT IN A LATE CHARGE OF AN ADDITIONAL FEE PER DAY OR CANCELLATION OF THE EVENT. NO EXCEPTIONS.

METHOD OF PAYMENT

Any payments made by Renter less than thirty (30) days prior to the event must be paid by cash, money order, or cashiers check only. NO EXCEPTIONS.

FINAL PAYMENTS AFTER EVENT

Final billing will be sent to renter within two (2) weeks following the event. All outstanding balances must be paid within 30 days from the billing date. Any late payments are subject to a late fee as deemed by Association Management or 1.5% of the balance due, whichever is greater. Fees are charged when the payment is postmarked starting at one day late. Percentage payments are due within 24 hours after closing of the final performance of an event.

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 cash, 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/SECURITY 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., to the Association. Association Management will determine the damage deposit amount. Damage Deposits must be paid within thirty (30) days prior to the scheduled event. There will be a minimum \$250 charge against the damage/security deposit if law enforcement is called out to assist with 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 assess a service charge to be determined by Association management if attendance exceeds estimate.

CERTIFICATE OF INSURANCE REQUIREMENTS

INSURANCE STATEMENT - FE-13

The contractor, also known as the Renter shall provide evidence of authorized insurance for the term of the Rental Agreement protecting the legal liability of the State of California and the 14th DAA, their officers, servants, agents and employees, from occurrences as to commercial general liability insurance (and automobile liability insurance, if applicable) which are limited to the operations of the contractor. This may be provided by:

1. **INSURANCE CERTIFICATE:** The contractor providing the Association with a signed original certificate of insurance (the ACORD Form is acceptable), lawfully transacted, which sets forth the following:
 - A. **List as the Additional Insured:** "That the State of California, the 14th District Agricultural Association, County or Citrus Fairs, their agents, officers, servants, and employees are made additional insureds, but only insofar as the operations under this contract are concerned."

The statement listed above (Additional Insured paragraph) **must not** be deleted or changed in any way.

- B. **Event Dates:** The dates of inception and expiration of the insurance. For individual events, please list the specific dates on the insurance certificate. Be sure to include set-up and tear-down days.
- C. **Coverage:** The amounts of commercial general liability (and automobile liability, if applicable) coverage of not less than one million dollars, (\$1,000,000), per occurrence for contracts deemed hazardous by the State of California; two million dollars, (\$2,000,000) for amusement devise (including carnival, bungee cord jumping, Orbitron and simulators) contracts;

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\$1,000,000, (one million dollars) for other contracts for which liability insurance, (and liquor liability, if applicable) is required.

D. **Cancellation Notice:** A statement by the insurance company that it will not cancel said policy or policies without giving 30 days prior written notice to the named certificate holder.

E. **Certificate Holder:**

* **For Individual Events Only-**List Fairgrounds Association along with an address as the certificate holder.

* **For Master Insurance Certificates** Only-List the Division of Fairs & Expositions, 1010 Hurley Way, Suite 200, Sacramento, CA 95825, Contracts Office.

F. **Company:** Must be an insurance company deemed by the Department of Insurance to be an admitted carrier in California.

OR

2. **SPECIAL EVENT LIABILITY INSURANCE** - The contractor/renter purchasing special event liability insurance through the Association, when applicable.

3. **MASTER CERTIFICATE** - A master certificate of insurance that the contractor or renter has submitted to the State of California, Division of Fairs & Expositions, and which has been approved and is on file at the Division.

OR

4. **SELF-INSURANCE** - In lieu of maintaining the insurance above, contractor or renter may be self-insured and will provide evidence of self-insurance upon request.

The contractor or renter agrees that the commercial general liability (and automobile, if applicable) insurance herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires at any time or times prior to or during the term of this contract, contractor or renter agrees to provide the Association at least consistent with the provision of Item D., 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, for a period of not less than one (1) year.

New certificates of insurance are subject to the approval of the State of California, Department of General Services, and contractor agrees that no work of 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 that the Association may, in addition to any other remedies it may have, terminate this contract upon the occurrence of such event.

Participant Waivers - For hazardous participant events *, the contractor/renter agrees to obtain a properly executed Release and Waiver of Liability Agreement (CFSA Form "Release.Lib") from each participant prior to his/her participation in the event (s) sponsored by contractor/renter. *Hazardous participant events include but are not limited to all athletic team events; all equestrian related events; race car, motorcycle or demolition derby type events;

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and stunt bike, skateboard or roller blade events. Contact California Fairs Service Authority at (916) 263-6150 for further information.

FE-13 (rev. 10/95)

FORMS & FEES TO BE SUBMITTED

The following forms must be submitted to the Association office by the dates specified below. Should renter fail to submit the required documents, as stated herein, Association Management reserves the right to cancel Rental Agreement, or the date without further notice.

- 1. The Association must have receipt of Certified Ticket Manifest before any public event goes on sale.**
- 2. Rental Request Application & Deposit:** Due within 7 days from reserving a date.
- 3. Signed Rental Agreement:** Due 15 days after receipt.
- 4. Certificate of Insurance or Special Event Liability Cashier's Check:** Due 60 days prior to event.
- 5. Floor plan, equipment request or special set up request:** Due 45 days prior to start of event.

SAFETY

INJURIES OR ACCIDENTS OCCURRING DURING TERM OF CONTRACT

All accidents, occurrences, or claims must be immediately reported to the Association Management. Reports must include:

1. Name, 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.

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.

MISCELLANEOUS

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. Such days are billed at one half the standard daily rental for that facility.

LAYOUT & SPECIFICATIONS

All Renters must submit a floor plan (layout) along with specifications for the event no later than forty-five (45) days prior to the start of the event. If using the Parking Lot for other than paid parking, layout must be submitted no later than forty-five (45) days prior to the start of the event.

ALTERATIONS

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).

DELIVERIES

Deliveries are accepted for events no more than five days prior to an event. All delivered boxes will be stored outside the Administration office for pick-up. Large deliveries for inside a building must be arranged for in advance. The Association is not responsible or liable for damage, theft or loss of any delivery accepted. No C.O.D. deliveries will be accepted.

CONCESSIONS

ALCOHOLIC BEVERAGES, FOOD & OTHER BEVERAGE CONCESSIONS

The Association retains all concession rights for the sale and service of food and beverages in and about the facilities and premises, and reserves the right to assign concession privileges and to establish and collect charges payable in consideration of the assignment of concession privileges. Any event where food, beverage and/or alcoholic beverages are sold or served, the existing licensed caterer shall have exclusive rights to cater said event or to provide food, beverage, and alcohol stands.

When Renter elects and is approved by Association Management to have food, beverage, or alcohol beverage at an event, Renter is to provide an adequate serving and eating area for the Fairground's licensed caterer.

Any food or beverage samples given away by a Renter or exhibitor must have prior written consent and approval from Association management.

The sale or distribution of any alcoholic beverage is strictly prohibited at any event promoted primarily to attract youth, which are persons under the age of 21. Association Management will close any event when this policy is violated in any way.

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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.

Please Note: The Association's entire Alcohol Policy is included at the back of this handbook.

NOVELTY & COMMERCIAL CONCESSION PRIVILEGES

The Association retains all concession rights for the sales of novelty and commercial products or services, which includes non-profit groups and informational give-aways) in and about the facilities and premises.

Only those renters requesting, in writing, a request to sell novelties or commercial vendor space, may be granted permission. Such requests are subject to approval by Association Management, in writing. Any such approval will require a per vendor fee as deemed by Association Management.

This policy excludes trade shows and vendor shows as deemed by the Association management; this includes Home Shows, Camera Shows, Swap Meets, Computer Shows, Craft Shows, etc.

PARKING

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

Any vehicle parked 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 Ordinance.***

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 passes for event personnel are available in the Administration Office for a charge of \$2.00 pass per day.

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.

PERSONNEL

SECURITY

Security is mandatory for all events and number and Association Management will determine type of security personnel required. Association requires that only the licensed Association's security company or Association staff will perform security services on the premises. There will be no exception. All security guards will perform only security duties as prescribed by Association Management. Armed security is available at the request of Renter or as deemed necessary by Association Management. Requests by the renter must be made within thirty (30) days prior to the start of the event.

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.

EVENT ATTENDANTS AND JANITORIAL SERVICE

The rental of any Fairgrounds facility will include one or more event attendants and at least one janitor for eight hours per day. It is required that all shows have Association personnel serve as an event attendant from the time the show moves in until the show is over, and all exhibits are cleared from the premises. Renter agrees to pay for all hours over eight hours per day. Event Attendants and Janitorial services are primarily to provide event and facility security, check for damages; clean rest rooms and general clean up during the show.

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

CLEAN-UP

Basic clean up prior to the load-in of an event or prior to the start of an event running two or more consecutive days is included in the rental rate. All buildings are rented "as is" and are expected to be returned in condition it was received. Renter is responsible to maintain the cleanliness of the facility throughout the event and to remove extra debris from the facility (ies) after completion of an event. Any unusual clean up or damage, removal of excessive debris or soil in connection with an event will result in additional charges to the Renter. Unusual clean up includes, but is not limited to: cleared tables, trash in proper containers, excessive event related litter on the grounds or floors, etc.

PERSONNEL CALL INS

Any time Association administrative or maintenance personnel is called after normal business or working hours for an interim event, when that person is not on the clock, the Renter will be charged for that person's time at a four hour minimum.

EQUIPMENT

KEYS

Keys to facilities are not available to renters except at the discretion of Association Management. Any keys checked-out to facilities rented will be made available to the Renter for a refundable cash deposit of \$ 50.00 per key. Refunds will be made when keys are returned within 24 hours after completion of an event.

ASSOCIATION EQUIPMENT

Only equipment that is available at the time and listed in the RENTAL RATES will be available for rent. All equipment is rented "as is" and includes basic set-up. Association equipment is not to be taken or rented off the premises. Any damages to or missing equipment will be charged to the Renter.

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. Such equipment cannot be set-up by Association personnel, except at the hourly laborer rate, depending on the staff available at that time, and staff ability or training to set up special 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 insure 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.

MARKETING

SIGNS/BANNERS/DECORATIONS

Any sign/banner hung, placed, or removed by Association personnel will be charged at the standard hourly laborer rate at a four-hour minimum.

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

Placement of signs or banners on the Association 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 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.

ANIMALS

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 humane 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.

The Association reserves the right to approve events involving animals based upon past history and background of the event in question, acceptance by the general public, and the fulfilling of government agencies ordinances and statutes. Events of a common nature such as dog, cat and bird shows, as well as rodeos and horse shows are considered events that have the general acceptance of the public at large.

ANIMAL RESTRICTIONS

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

Any dog owner, whose dog is caught loose on the Association, is subject to a \$25.00 fine for the first offense and a \$50.00 fine for the second offense. A third offense will result in expulsion from the Association.

RV PARKING

Limited overnight RV parking is permitted in conjunction with interim events, and 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 "uncollectibles" for presentation to renter. Renter is responsible for and will be billed for all RV fees not collected in advance.

All RVs, unless otherwise cleared by Association management, must park in the designated RV lot and pay currently charged rates. Complimentary campers may not be placed in the pay RV lot.

VEHICLES/CARTS

Golf Cart or Mule permits are required and will be issued at the Association Office ONLY to licensed drivers who can justify the necessity for use of a golf cart, and can provide evidence of insurance releasing the State of California and the 14th District Agricultural Association and all its personnel harmless of any liability. Golf cart or Mule permits must be prominently displayed at all times while on Association property.

With the exception of State owned vehicles: No motorcycles, mopeds, bicycles, skateboards, roller-skates, scooters, etc. will be permitted at any time on the grounds.

It is the responsibility of the Renter to enforce these rules.

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 excepted 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.

All indoor and outdoor concerts sound levels shall be measured 100 (one hundred) feet from the front of the stage and will be maintained at, or lower than, 85 (eighty-five) decibels.

An event attendant, security guard, fair management or staff shall stand 100 (one hundred) feet from the front of the stage intermittently during the length of the concert with a decibel meter approved by fair management, but supplied by Contractor. Contractor shall notify the soundboard personnel and renter that the sound level exceeds 85 (eighty-five) decibels. **At no time may the sound level exceed 85 (eighty-five) decibels for the music or announcements.**

In the event that a second request to lower the sound is made to appropriate person(s) of the event, a fine of \$1,000 (one thousand dollars) will be charged to the promoter of the event. Collection of the fine shall be the responsibility of the contractor. Fined monies will be paid to the 14th District Agricultural Association, Santa Cruz County Fair within 24 (twenty-four) hours of the event. Failure to pay the fine in a timely manner may result in contractor forfeiting future events until the fine is paid.

STATE FIRE MARSHAL REGULATIONS

GENERAL REQUIREMENTS

1. Occupant load must be complied within assembly buildings and special crowd control measures may be required (rummage sales, dances, please note). Crosetti Building maximum capacity is 960 seated and 1800 standing, the Harvest Building maximum capacity is 750 seated and 900 standing, the Arts Building maximum capacity is 250 seated and 300 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.

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6. Any decorative material must be flameproofed and certificate or container of material used must be available for inspection.
7. "NO SMOKING" is allowed in any State owned or leased building or within 5 feet of the entrance.
8. Any open flame (except barbecues) must be covered by permit issued by Fire Marshal.

CIRCUSES/CARNIVALS

1. Tents may not be set up within 100 feet of any vehicles. Equipment necessary to operate the circus or carnival shall be at least 20 feet from the tent(s).
2. Tents shall have valid flameproofing certificates.
3. Exits shall be clearly marked with signs and contrasting material.
4. Extinguishers shall be present AND mounted as requires by Uniform Building Code, Uniform Fire Code.
5. "NO SMOKING" signs in tent(s).
6. Any event that an open flame, or exploding material will be used must have permit – inspector to witness type of act prior to issuing permit.
7. An announcement shall be made at the beginning and in the middle of the performance indicating "NO SMOKING" and advising patrons of location of exits.

STANDARD CONTRACT TERMS & CONDITIONS

1. Contractor (renter), by signing this contract, does swear under penalty of perjury that no more than one final unappealable finding of contempt of court by a Federal Court has been issued against contractor within the immediately two-year period because of the contractor's failure to comply with an order of National Labor Relations Board (Public Contract Code Section 10296).
2. Contractor shall provide a worker's compensation insurance certificate if worker's compensation is required for this contract. The Association will make this determination.
3. If, during the performance of this agreement, a dispute arises between the contractor and Fair Management, which cannot be settled by discussion, the contractor shall submit a written statement within eight hours of the incident, giving reason of the dispute to Fair Management. A decision by Fair Management shall be made to the contractor within four hours, in writing, and shall be final and conclusive. Contractor shall continue to perform contract requirements without interruption during the dispute period.
4. It is understood and agreed that this contract shall be governed by the laws of the State of California both as to interpretation and performance.
5. During the performance of this contract, contractor and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40) or sex. Contractors and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination.

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 thereunder (CA Admin. Code, Title 2, Section 7285, et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code Section 12990, set forth in Ch 5 of Div. 4 of Title 2 of the CA Admin. Code are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organization with which they have a collective bargaining or other agreement. This contractor shall include the non-discrimination and compliance provisions of this clause in all subcontractors to perform work under this contract.

6. The Contractor's signature affixed hereon and dated shall constitute a certification under the penalty of perjury under the laws of the State of California that the contractor has, unless exempted, complied with the non-discrimination program requirements of Gov. Code Section 12990 and Title 2, CA Admin. Code Section 8103.
7. Payment to be made in advance unless otherwise specified.
8. The Fair reserves the right to make all decisions regarding use of the property, unless otherwise agreed.