

HUMBOLDT COUNTY FAIR

RULES AND REGULATIONS GOVERNING RENTAL SPACE (Interim Rentals)

- 1.** No Renter will be allowed to take occupancy of the premises until all preliminary requirements herein set forth have been complied with.
- 2.** Renter agrees to maintain the Rented Facilities in good condition and to return all Rented Facilities in the same condition as they were before use by Renter, except for ordinary wear and tear. Any Rented Facilities not returned in the same condition as provided may cause Renter to incur additional maintenance, cleaning, and damage charges.
- 3.** No structures with tops permitted indoors.
- 4.** Renter must furnish receipts for license fees, tax deposits, insurance, etc. prior to event.
- 5.** Renter 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 sold 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.
- 6.** Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment or grounds used in connection with the space allotted to Renter, reasonable wear and tear and damage from causes beyond Renter's control excepted.
- 7.** Association may, but is not obligated to, 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 Renter.
- 8.** Each and every article of the space and all boxes, crates, packing material and debris of whatsoever nature used in connection with the space and owned by Renter must be removed from the buildings and grounds by Renter, at his own expense, not later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises as herein provided unless permission in writing is first obtained, Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever at the Renter's risk and expense and Renter shall reimburse Association for expenses thus incurred.
- 9.** No Renter will be permitted to sell or dispose of alcoholic beverages anywhere on the Fairgrounds as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises. Renter agrees to monitor and prohibit the use of any alcohol by attendees of his event which is not consumed in the concession or other space provided under this agreement. This includes, but is not limited to, any attendees of Renter's event who may be consuming alcohol while standing in line to gain entrance, loitering in or about the premises or parking lots, or leaving the event.
- 10.** All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
- 11.** Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules & regulations.
- 12.** 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 in the terms of this agreement.

- 13.** Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment of property taxes levied on such interest. Renter agrees to remain entirely and solely responsible for any tax obligations arising from its occupation of the premises pursuant to this agreement.
- 14.** The Association shall have the privilege of inspecting the premises by this agreement at any time or during the occupancy by Renter. The Association is not obligated, however, to inspect the premises as provided in this section.
- 15.** The parties hereto agree that Renter, and any agents and employees of Renter in the performance of this agreement shall act in an independent capacity and not as officers or employees or agents of Association.
- 16.** 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.
- 17.** No gum or stickers are allowed on premises.
- 18.** All purses/bags/strollers/booths are subject to search at any time by security. Any alcohol found on persons not authorized will be confiscated.
- 19.** Clean up must be done immediately following the event. Re-entry to the facility will not be allowed the following day, unless facility is rented.
- 20.** All attendees must stay within the rented building during an event and are not allowed to enter unauthorized areas of the facility including all outdoor areas.
- 21.** Maximum attendance is set forth in Rental Contract. Event is subject to termination should attendance exceed maximum contracted amount.
- 22.** For private events, security is responsible for applying wristbands to each guest over 5 years of age that enters the party. When maximum number of guests have entered party, no additional guests will be allowed. No admittance or re-entry after 10:00 pm.
- 23.** Licensee agrees to comply with Association's Alcohol Management Policies, attached hereto and incorporated as fully set forth herein.
- 24.** For private events, all music must stop at 10:00 pm.
- 25.** All outdoor, amplified sound during public events must end at 10:00 pm Monday -Saturday and 8:00 pm on Sunday. No sound checks will be allowed prior to 10:00 am. Renter will work with Association staff to mitigate any neighbor or event patron concerns as they relate to sound.
- 26.** If Renter fails to comply with this contract, Association may terminate the contract and deem all payments, both the deposit and rental fees paid, as nonrefundable. Thereafter, Association shall have the right to occupy the Rented Facilities in any manner deemed in the best interest of Association. Upon termination of this contract by Association, all of Renter's rights hereunder shall cease. Renter shall immediately vacate the facilities, if in use at time, and Association shall have the right to eject Renter and its invitees without liability for damages as a result thereof.
- 27.** Association reserves the right to determine the necessary minimum janitorial services based upon the nature of the Event and anticipated attendance. Any additional janitorial service needs will be charged at the current service rates. Dumpsters and garbage services may not be included in the Facility Rental Rate for public events.
- 28.** Association reserves the right to require law enforcement services for any Event. Association reserves the right to determine the number of law enforcement officers required for the Event. Law Enforcement is provided by the Ferndale Police Department and Renter will have to contract directly with FPD at least thirty (30) days before the event date.
- 29.** Parking inside the fairgrounds is limited and as the discretion of Association management. Vehicles are prohibited from parking in fire lanes and driving on walkways not designated for vehicular traffic. All roadways must remain open at all times.

- 30.** Use or tampering with any fire equipment (i.e. fire hoses, fire alarms and fire extinguishers) is strictly prohibited, except in the case of an emergency.
- 31.** Within 30 days of contract date, one half of rental fees will be due to Association. Remainder of payment must be received in full no less than 30 days in advance of event date, unless otherwise specified. Management reserves the right to set a different payment schedule.
- 32.** A charge of \$25.00 will be assessed on all returned checks.
- 33.** \$200 cancellation fee will be retained if event is cancelled at any time. If event date is moved, a change fee may apply.
- 34.** In the event of cancellation, requests for refunds must be made in writing. Refunds will be made according to the following criteria: (a) cancellation ninety (90) days prior to event will result in a seventy five (75%) percent of the rental fees refunded, less cancellation fee; (b) cancellation made sixty (60) days prior to event date will result in a fifty (50%) percent of the Estimated Fees refunded; (c) cancellation made thirty (30) days prior to event will result in a twenty five (25%) percent of the Estimated Fees refunded; (d) NO refunds will be issued if event is cancelled less than thirty (30) days prior to Event.
- 35.** Rental fees and other charges are subject to change without notice.
- 35.** Building Access: Building access on setup and teardown days is 8:00 am to 5:00 pm unless otherwise arranged. If Licensee requires access outside of that time frame, overtime staffing charges may apply.
- 36.** Association does not furnish keys to buildings. Renter is responsible for contacting Association at least one week prior to event date to obtain entry instructions and contact information for day-of-event personnel.
- 37.** The Fair reserves the right to make all decisions regarding use of the property, unless otherwise agreed.

STANDARD CONTRACT TERMS AND CONDITIONS

- 1.** "Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal Court has been issued against that Renter within the immediately preceding two - year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAMSec 1212.7)"
- 2.** Renter shall provide a worker's compensation insurance certificate if worker's compensation is required for this contract. This determination will be made by the fair.
- 3.** If, during the performance of this agreement, a dispute arises between the Renter and Association Management which cannot be settled by discussion, contractor shall submit a written statement within eight hours of the incident giving rise to the dispute to Association Management. A decision by Association Management shall be made to the Renter within four hours, in writing, and shall be final and conclusive. Renter 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, Renter 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. Renter and subcontractors shall ensure that the evaluation and treatment of their employees 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. Renter 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 Renter shall include the nondiscrimination and compliance provisions of this clause in all subcontractors to perform work under this contact.

6. The Renter's signature affixed hereon and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the Renter has, unless exempted, complied with the nondiscrimination program requirements of Gov. Code Section 12990 and Title 2, CA Admin. Code Section 8103.

7. Renter agrees to comply with all applicable federal, state and local laws, regulations, statutes and policies. Renter agrees that Association will make available information regarding Renter to any Local, State and Federal agency upon that agency's request. If Renter or Renter invitees are found in violation of such statutes, ordinances, rules, regulations or orders on the premises, Association reserves the right to retain the Security Deposit and report any and all illegal activity to the proper authorities.

8. If Renter fails to comply with this contract, Association may terminate the contract and deem all payments, both the deposit and rental fees paid, as nonrefundable. Thereafter, Association shall have the right to occupy the Rented Facilities in any manner deemed in the best interest of Association. Upon termination of this contract by Association, all of Renter's rights hereunder shall cease. Renter shall immediately vacate the facilities, if in use at time, and Association shall have the right to eject Renter and its invitees without liability for damages as a result thereof.

9. Renter is responsible for ensuring all health department requirements are met, that Renter's food caterers, if any, have current propane permits and that all Humboldt County Fire Protection District rules and regulations are adhered to. Smoke machines and propane are not allowed inside the buildings. If Renter does not obtain the proper permits, Renter may be subject to a fine, and the Event will not be allowed to occur.

10. Firearms or weapons such as knives, etc., are not allowed on the fairgrounds. Carrying a weapon by anyone other than an On-Duty Law Officer is prohibited.

11. Humboldt County Fairgrounds is a Non-Smoking Facility. Designated smoking areas may be made available for the event upon request. The specific locations for designated smoking areas will be determined by Association.

12. Staking is not permitted on asphalt. For all other areas you must first check with personnel to prevent staking into irrigation or electrical lines underground.

Should any of these policies be violated before or during event, security deposit will not be refunded.