

38TH DISTRICT AGRICULTURAL ASSOCIATION
Stanislaus County Fair
2009 RULES AND REGULATIONS FOR RENTALS

1. A **deposit of \$550.00-non-profit / \$1400.00-commercial** must to be paid at the time a reservation is made for any Fairgrounds facility.
2. **A \$50.00 fee will be charged for the cancellation, or a change of date, of an event.** Deposit is non-refundable if the event is cancelled, or the date is changed, within sixty (60) days of scheduled event date. If reservation is made within 60 days of the event the deposit is automatically non-refundable. Cancellation of an event must be made in person and/or written notice by the renter.
3. Renter must provide Fair Management with a copy of a current 501 (c) (3) exempt status form from the IRS to request non-profit rate.
4. After event, the deposit will be applied to charges incurred (if any) and the balance refunded. Any balance due to the renter will be refunded within approximately (30) days of the after-event billing.
5. All rental fees are subject to change as stated on the current year rental rate sheet. Renter is responsible for payment in full for all fees applicable at the time of their scheduled event.
6. **Total rental fee balance and insurance are due thirty (30) days prior to the event.** A late fee of \$150.00 for commercial events and \$75.00 for non-profit events will be charged to the renter if the rental fees are not paid in full 30 days prior to the event. **Signed rental contract must be received at the Fair office no later than one (1) week prior to the event date.** Failure to have a signed contract returned to Fair office may result in forfeiture of all rental rights and fees, including access to the Fairgrounds. **If a contract must be re-issued, a \$25.00 re-issue fee will be charged to the renter.**
7. Individuals renting the fairgrounds must be at least **18 years of age or older, 21 years or older if alcohol is being served.** Alcohol will not be allowed at any event being held for a person under 21 years of age.
8. No like events may be held 30 days before or after similar events. No like events may be held 60 days before or after Fair events, or before or after any public events with attendance of over 1000.
9. Misrepresentation of any event by a renter or designee will result in the cancellation of event and forfeiture of all fees.
10. MAXIMUM CAPACITIES OF ALL FAIRGROUNDS FACILITIES: Failure to comply with the law will result in closing down your activity and forfeiture of all fees.
11. **Insurance is required for all events.** Private (individual) events insurance must be purchased through our office, made available by California Fair Services Authority. Organizations, Companies, Clubs or Groups can provide an original Certificate of Insurance from their own insurance company. **Insurance certificate is due back in the Fair Office no less than (30) days prior to event,** or the renter will be required to purchase the Special Events Insurance. The certificate must have the following:
 - a. An ORIGINAL signature – **A COPY IS NOT ACCEPTABLE!**
 - b. List as the Additional Insured: “ That the State of California, the 38th District Agriculture Association, the Stanislaus County Fair, their agents, directors, officers, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned.”
 - c. The amount of public liability coverage is to be \$1,000,000 CSL, unless otherwise stated in Exhibit C.
 - d. The insurance company will not cancel without 30 days prior written notice
 - e. Date of Event (including set-up dates)
10. Renter must contact the Fair’s Maintenance Department (phone # 668-1339) at least 30 days prior to event for SET-UP details such as tables, chairs, stage, etc. **Building set-up sheet** is due back to the Maintenance department **no less than two (2) weeks prior to event.**
11. The renter may have access to the facility from 8:00 am to 4:30 pm the day prior to their event (*if available*) for decorating and set up purposes. If a renter is in need of additional hours, and only if the facility is available, arrangements must be made with the Maintenance Department at least **one week prior to their rental date,** and must be approved by Fair Management. **Additional hours** are charged at a rate of **\$60.00 per hour** when a standby fair employee is required (cost not to exceed \$900.00), **\$35.00 per hour** without a standby fair employee (cost not to exceed \$500.00).
12. Rental rates include the **use of building(s) rented** (based upon availability) from **8:00 a.m. to 1:00 a.m. on the date of the rental.** Time limit on the day of rental for use of grounds (outdoor) facilities is from 8:00 am to 11:00 pm *if musical or motorized.* Renters must plan their events to comply with these curfews established by the Fair. All time **before 8:00 am and after 1:00 am** will be billed at the rate of **\$60.00 per hour when a standby fair employee is required** (cost not to exceed \$900.00), **\$35.00 per hour without a standby fair employee** (cost not to exceed \$500.00).

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13. **Security is required.** Security **must** be a company approved by the Fairgrounds. **Security contract** is due back in the Fair office **no less than 30 days prior to event.** **Failure to submit security contract with the number of required security guards could result in cancellation of event and forfeiture of deposit.** **Security must be in place throughout the entire event as designated by fair management.** **If an event begins before all security guards are in place, the renter will be subject to forfeiture of their deposit.** Number of security guards to be determined by Fair Management. Building rentals require the following number of security guards:

	<u>Yes-Alcohol</u>	<u>No-Alcohol</u>
Building E-1**	7	6
Building E-2**	7	6
Building E-3	3	2
Building E-5	6	5
Building E-7	4	3

****If event attendance is over 800 people, 1 additional security guard, per 100 people, is required**

14. **Actual repair costs** will be charged to the renter for **any damage** to Fair property.
15. If there is an amount due to the Fair, over and above the deposit, following event, it is due immediately following event. **Interest** of 2.5% will be charged monthly on any unpaid balance after 30 days.
16. Any renter, club or organization planning to sell alcoholic beverages **MUST** obtain a valid liquor license from the Department of Alcoholic Beverage Control, 31 East Channel Street, P.O. Box 150, Stockton, CA 95201. **The renter is required to inform the Fair Office, at the time of reservation, if the renter will be selling alcohol during their event.** If the renter is selling alcohol, the renter **MUST** obtain a letter of permission from the Fairgrounds to sell alcoholic beverages **prior** to making the application to the Department of Alcoholic Beverage Control. Additionally, the renter **MUST** also obtain a letter from the Turlock Police Department, 900 N. Palm, Turlock, CA granting permission to sell alcoholic beverages. The renter must bring their approved security plan with them to the Turlock Police Department, including the number of security guards (the number is determined by fair management), and the hours for the security (security must be in place throughout the entire scheduled event). A copy of the valid liquor license **MUST** be submitted to the fair office at least 48 hours **prior** to the event date. During the function, the license **MUST** be posted at the bar serving area. Selling includes the following:
- A. Direct sales of alcoholic beverages
 - B. Selling of drink tickets to exchange for alcoholic beverages
 - C. Including alcoholic beverages in the price of a ticket for the function (dinner ticket, dance ticket, etc.)
17. Anytime the renter collects money and in turn the renter provides alcoholic beverages, a liquor license is required. Renter is the only authorized entity to provide alcohol at Fairgrounds facilities. Violation of this policy will result in forfeiture of renter’s security deposit and immediate closure of the event.
18. Following are the renter’s guidelines regarding **decoration set-up and clean-up**:
- a. In accordance with the **State Fire Marshal’s regulations**:
 - Decorating materials must be flameproof
 - No open flames and/or candles allowed
 - Exits must not be obstructed & the hallway in Bldg E-2 must be clear at all times.
 - b. **NO** nails, tacks, pins, or staples may be used to decorate. **NO** glitter, sprinkles, sparkles, or confetti may be used to decorate. **NO** packaging, scotch, cellophane, or duct tape may be used; **only masking tape** may be used. Renter will be charged for damages.
 - c. Use of Fairgrounds’ **ladders** by renters is **prohibited**.
 - d. **No straw or hay** is allowed in buildings (including table decorations).
 - e. Renters are responsible for **clean-up**, including building, surrounding areas and adjacent parking. Removal of all paper products, table covers, etc. (must be put in garbage receptacles **outside**). The renter at the conclusion of the event must remove everything brought into the building by the renter (food, alcoholic beverages, decorations, trash, etc.).
19. **No vehicles will be allowed in buildings**, except for display or approval from Fire Marshal.
20. **No bottles or cans may be served.** Beverages (**non-alcohol or alcohol**) must be sold and/or served in cups - NO glass, bottles, or cans for events held on fairgrounds. **If alcohol is being served**, separate cup types must be used to distinguish alcohol and non-alcohol beverages.

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21. For building rentals, **no alcohol** may be consumed **outside** of buildings. No alcohol allowed on grounds (outdoors) for **building rentals**. Failure to regulate may result in closure of event.
22. If persons under 21 years of age will be in attendance, adequate arrangements must be made to have identifications checked and sufficient supervision must be provided to insure that alcoholic beverages are not sold to, served to, or consumed by minors.
23. All alcoholic beverages must be removed from public view and not available for consumption after 12:00 midnight.
24. Any items left on the fairgrounds, w/out prior arrangements, are subject to a daily storage fee.
25. Private dances which are not open to the general public, such as wedding receptions, anniversaries, company functions, birthdays, etc., not sponsored by community or service organizations, may be held at the fairgrounds facilities providing the following:
 - A. No admission fee or collection is assessed.
 - B. Admission is by written invitation only.
 - C. Security is provided as required by fair management.
26. The fair office may require an animal inventory form for shows scheduled at the fairgrounds. Failure to submit form, if required, could result in forfeiture of deposit.
27. All rates listed on the current interim rental rate sheet are “**per day**” rental charges. Multiple day rentals will be charged accordingly.
28. Photography and Name Release: I/we give the Stanislaus County Fair and anyone acting under the authority or permission thereof, the unqualified right to use my name and/or our company name for publication and/or for distribution of photographs, videotapes and/or recordings made of me and/or my/our company representatives, that may be taken at events at which I/we are a tenant of the 38th District Agricultural Association/Stanislaus County Fair and subject to this contract, for any marketing, public relations, publicity and/or other lawful purpose. Further, I waive all right of inspection or approval and irrevocably release Stanislaus County Fair from claims or demands which I or my company may or can have on account of the use or publication or arising of such photographs or information.

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