

THIS AGREEMENT by and between the 37<sup>th</sup> District Agricultural Association hereinafter called the Association and Santa Barbara County, herein called the Renter

WITNESSETH:

1. THAT WHEREAS, The Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: October 15, 2016.
2. NOW, THEREFORE, Association hereby grants to the Renter the right to occupy the space(s) described below for the purposes herein set forth, subject to the terms and condition of this agreement: Rental of the 37<sup>th</sup> District Agricultural Association's Convention Center and Park Plaza Building, Center Stage, Plaza Park, Plaza Parkway and Gazebo Grass Area.
3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever; use for Veterans Health Fair.
4. Renter agrees to pay to Association for the rights and privileges hereby granted the amounts in the manner set forth below. Refer to Exhibit A of this contract for the terms and conditions.
5. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
6. Renter further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person to whom the Renter may be liable under Worker's Compensation law and Renter himself and from any loss, damage, cause of action, claims or suits for damages, including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
7. Renter further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Renter or his employees hereunder.
8. It is mutually agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned, or otherwise disposed of without the written consent of Association.
9. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein and no alterations of variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
10. The Rules and Regulations printed on the next page hereof are made part of this agreement as though fully incorporated herein, and Renter agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
11. In the event Renter fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of the Association.

Special Provisions: Exhibit A, A-1-A Fairground Policies, B, Statement of Insurance, C-Standard Contract Terms and Conditions, D- Fairground Map.

12. This Agreement is not binding upon Association until it has been dully accepted and signed by its authorized representative and approved (if required) by the Department of Food and Agriculture and the Department of General Services.

IN WITNESS WHEREOF, This agreement has been executed in duplicate, by and on behalf of the parties hereto, the day of the year first written above.

Santa Barbara County  
105 E Anapamu St.  
Santa Barbara, CA 93101  
(805) 346-8400  
Attn: Peter Adam

Santa Maria Fairpark, 37<sup>th</sup> District Agricultural  
937 S. Thornburg  
Santa Maria, CA 93458  
(805) 925-8824  
Richard Persons, CEO

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with
2. Renter will conduct his business in a quite and orderly manner: will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacle provided by the Association within said concession plot for such purpose, and will keep the area within and surrounding said concession free from all rubbish and debris.
3. All buildings, tents or enclosures erected under the terms of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
4. Any product that Fairpark management deems objectionable must be removed immediately from exhibit booth. **Specifically, the Fairpark does not allow any pornographic words or images, gang attire or slang or articles that promote the use of illegal drugs. No swords, knives, weapons of any type are allowed. This includes any of these items intended for decorative us.**
5. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s)
6. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
7. 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 in the Rental Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
8. Renter will cause to be posted in conspicuous manner at the front entrance to the concessions, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement: the size of said sign, manner and place of posting to be approved by Association.
9. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must clean, all coverings removed and the concessions ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public space.
10. All sound-producing devices used by Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound-producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
11. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration, and sale, shall be subject to the approval of the Association and the local law enforcement officials.
12. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damages 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.
13. Association may provide watchman service which will provide for reasonable protection of the property of Rentors, but Association shall not be responsible for loss or damage to the property of Renter.
14. 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 an 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 rentor shall reimburse Association for expenses thus incurred.
15. No Renter will be permitted to sell or dispose of anywhere on the fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he hold a lawful license authorizing such sales on said premises.
16. All safety orders of the Division of Industrial Safety, Department of Industrial Relations must be strictly observed.
17. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of the rules and regulations shall not constitute a waiver of any subsequent breach on any such rules and regulations.
18. 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 thirty (30) days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performances of the terms of this agreement.
19. "Contractor, 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 the Contractor within immediately preceding two-year period because of the Contractor's failure to comply with an order on the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 1212.7)
20. Renter recognizes and understands that this rental may cause a possessory interest subject to property taxation and that the rentor may be subject to the payment or property taxes levied on such interest.
21. The Association shall have the privilege of inspecting the premises covered by this agreement at any time or at all times.
22. 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 an officers or employees or agents of Association.
23. Time is of the essence of each and all 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.

Memo for Fair Management: Hazardous Agreements. If this agreement provides for a hazardous activity, the current Form FE-13 Statement Regarding Insurance, must be attached to each copy and incorporated by reference in Paragraph 12 of page one.

Nondiscrimination Clause form 17A or Form 17B for agreements over \$5,000 must be attached to each copy and incorporated by reference in Paragraph 12 on page one.

EXHIBIT "A"

RA #16-77

THE RENTER AGREES TO PAY THE 37TH DISTRICT AGRICULTURAL ASSOCIATION FOR THE FOLLOWING:

Name of Event: Santa Barbara County Stand Down  
Date(s) of Event: October 15, 2016 (Set-up Oct. 14 8am-5pm and Take Down Oct. 19 8am-12pm)  
Hours of Event: To Be Determined  
Type of event: Veteran Health Fair  
Attendance: 1000+

Rental of: Convention Center Building \$850.00  
 Park Plaza Building with Kitchen \$950.00  
 Center Stage and Grass Area \$850.00  
 Gazebo Grass Area \$350.00  
 Plaza Park and Plaza Parkway \$800.00  
 Shower Facility \$400.00  
 Set-up - 2 Days Prior \$900.00

<u>Quantity</u>	<u>Equipment - Convention Center</u>	<u>Price Each</u>	<u>Total</u>
65	8' Rectangular Table	\$6.00	\$390.00
94	Metal Chairs	\$1.00	\$94.00
8	60" Round Tables	\$8.00	\$64.00
3	Room Dividers	\$25.00	\$75.00
39	Pic-Nic Table	\$20.00	\$780.00
1	50 Seat Bleacher	\$50.00	\$50.00
2	Spider Boxes	\$50.00	\$100.00
18	Fencing - Fence of Grounds	\$20.00	\$360.00
6	Red Pens - Dogs	\$20.00	\$120.00

<u>Quantity</u>	<u>Equipment - Park Plaza Building</u>	<u>Price Each</u>	<u>Total</u>
72	8' Rectangular Table	\$6.00	\$432.00
316	Metal Chairs	\$1.00	\$316.00
5	Electrical Drops	\$25.00	\$125.00
2	Room Dividers	\$25.00	\$50.00

<u>Quantity</u>	<u>Equipment - Grounds</u>	<u>Price Each</u>	<u>Total</u>
72	8' Rectangular Table	\$6.00	\$432.00
142	Metal Chairs	\$1.00	\$142.00
39	Picnic Tables	\$20.00	\$780.00
6	Sets of Red Pens	\$20.00	\$120.00

<u>Hours</u>	<u>Staff</u>	<u>Cost P/Hr</u>	<u>Total</u>
10	Event Supervisor 7:00am-5:00pm	\$24.00	\$240.00
16	2 Facility Attendants 8:00am-5:00pm	\$21.00	\$336.00

<u>Hours</u>	<u>Security Guard Hours</u>	<u>Cost P/Hr</u>	<u>Total</u>
	Security To be Provided by Event Holder	\$0.00	\$0.00

Miscellaneous:

Deposit - Waived	\$0.00	\$0.00
Insurance - Certificate of Liability to be Provided	\$0.00	\$0.00
Energy Surcharge	\$200.00	\$200.00
Administration Fee	\$30.00	\$30.00
Total known costs		\$10,336.00
<i>2016 Fairpark Sponsorship</i>		<i>\$6,836.00</i>

**Balance Due by September 30, 2016**

<b>\$3,500.00</b>
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**\*Please Note**

**The charges on this estimate have been provided based on the information given for the 2016 Event to this date. Charges could be different for future events.**

The terms and conditions of this agreement are as follows:

Layout: A layout/diagram of the requested set-up must be turned in 14 days prior to the event. The renter will be charged for any additional equipment and/or services needed for set-up, during the event, or for take down not already listed in this contract. Any damages will be charged to the event.

Insurance: If insurance is not purchased through California Fairs Services Agency (CFSA) a Certificate of Liability will be required to be turned in at least 14 days prior to the event. Please see the attached Insurance Requirements page. Renter will be charge for any additional equipment and or services needed for set-up, during event, or take-down not already listed in this contract. Any Damages will be charged to the rentor.

As this is a non-revenue event supporting Santa Barbara County known as the "Santa Barbara County Stand Down" any major damage or loss to buildings, equipment, or property is the responsibility of Santa Barbara County to replace or repair any damage or loss incurred by the Santa Maria Fairpark, 37th District Agricultural Association.

*Please Initial* \_\_\_\_\_

**EXHIBIT "A-1"**  
**Fairgrounds Policies**

- I agree that no alcoholic beverages will be served at this event.** No alcoholic beverages shall be carried into this event. Violation of this policy will result in the alcohol being confiscated, and the parties involved may be evicted from the event, and the fairground facility. **No cans, glass bottles, or any other glass of any nature may be carried into this event.**
- When security is required for your event, the Fairpark Management will determine the number needed. The actual security charges will be adjusted after the event.
- All decorations must be freestanding or placed upon tables. The use of tape, staples, glue, string, nails, thumbtacks or any other device or substance used to affix decorations or objects to the walls, ceilings or fixtures of this facility, or to the exterior of the building is prohibited.
- The number counted in attendance at this event as indicated on your rental agreement's Exhibit A includes adults, children, **and babies**. The number of people allowed to enter this event must not exceed the number indicated in your contract. Violation of this policy will result in forfeiture of your deposit and could result in additional expense through the addition of fair and security personnel being added for safety reasons.
- A completed Summary of your event will be done the week following your event. It will be approved and forwarded to our accounting office for processing. A check will be mailed out for any deposit and/or overpayment due you, within fifteen (15) working days of your event. Should you owe money to the fairpark for your event, an invoice will be mailed to you the week following your event. Invoices are to be paid in full within fifteen (15) days of invoice date. It is your responsibility to notify the fairpark if you have a change in mailing address.
- After your event is completed, it will be your responsibility to make sure you remove all your personal belongings, decorations, and any other items belonging to you. We ask that you clean up any trash off the floors, and make sure that all tables have been cleared so that our crew can come in and take them down. Our staff will put away tables, chairs, other equipment you have rented from us, and they will be responsible for sweeping up the floors. We appreciate your cooperation in this matter. If you have rented equipment from an outside vendor, you are responsible to see that the equipment is taken down, and stacked against one of the walls of the building you are renting. This must be done prior to leaving, once your event is over.
- Our sound policy will be strictly observed. Sound levels are limited to 65 decibels registered at the association's property line. The association management reserves the right to charge fees for infractions of its sound policy. First warning, \$100.00 fine; second warning, \$250.00 fine; third warning the event is terminated.
- Animal policy - no animals will be allowed in any office, exhibit building, or outside exhibit spaces. Pets will be permitted in the campground only on leashes. Pets can never be left unattended and must be controlled by the owner at all times. Only seeing-eye dogs and/or service dogs assisting disabled or handicapped persons will be allowed on the fairgrounds in public areas prior to approval of fair management.
- Vendor policy – Under our policy all vendors operating at concerts or any other events that are brought in to support your venue must have insurance while conducting business during events. The vendors can be insured one of two ways:
1. Obtain insurance under California Fairs Services Authority Special Events Insurance Program, #800 Special Fairs, at a cost of \$22.00 to \$33.00 per booth (covers up to 5 days). Insurance must be obtained 72 hours prior to the event and proof of insurance must be on hand to show the gate attendant upon arrival. Vendors with no proof of insurance will not be allowed on the grounds.
  2. Vendors may fall under your insurance policy and your certificate of insurance must reflect the names of the vendors as additional insured. If a vendor attends the event and he indicates you carry insurance for him and we have no record, he will not be allowed on the fairgrounds.
- All food vendors must have a health permit. The health department is very strict in this area and enforces their regulations. They inspect on the spot and often close vendors if they lack proper documentation.
- Confetti, birdseed, rice, glitter bubble machines and fog machines are **not allowed** on the Fairpark premises. Your deposit will not be returned if any of these items are used.

**PLEASE INITIAL IN EACH BOX ABOVE TO INDICATE YOU HAVE READ AND UNDERSTAND OUR POLICIES.**

**EXHIBIT "B"**  
**Insurance Requirements**  
California Fair Services Authority

**I. Evidence of Coverage**

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter "contract") protecting the legal liability of the State of California, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

A. Insurance Certificate - The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:

1. List as the Additional Insured: "That the State of California, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."
2. Dates: The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**
3. Coverages:
  - a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 0001. Limits shall be not less than \$5,000,000 per occurrence for Fairtime Carnival Rides; \$3,000,000 per occurrence for Motorized Events All Types except arena or track motorcycle racing and go-cart racing; \$3,000,000 per occurrence for Rodeo Events all types **with a paid gate** and any Rough Stock events; \$2,000,000 per occurrence for Rodeo Events All Types **without a paid gate** and with any Rough Stock events; \$1,000,000 per occurrence for Rodeo Events All Types **without** any Rough Stock Events; \$2,000,000 per occurrence for Interim Carnival Rides, Fairtime Kiddie Carnival Rides of up to 6 rides, Concerts with over 5,000 attendees, Rave Type Events All Types, Mechanical Bulls, Extreme Attractions All Types, Orbitrons, Simulators, and Motorized Events of arena or track motorcycle racing and go-cart racing; \$1,000,000 per occurrence for all other contracts for which liability insurance (and liquor liability, if applicable) is required.
  - b. Automobile Liability - Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 0001, Symbol #1 (Any Auto) with limits of not less than \$1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.
  - c. Workers' Compensation - Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.
  - d. Medical Malpractice - Medical Malpractice coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving medical services.
  - e. Liquor Liability - Liquor Liability coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.
4. Cancellation Notice: Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.
5. Certificate Holder:
  - For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder.
  - For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.

6. Insurance Company: The company providing insurance coverage must be acceptable to the California Department of Insurance.
7. Insured: The contractor/renter must be specifically listed as the Insured.

OR

- B. CFSA Special Events Program - The contractor/renter obtains liability protection through the California Fair Services Authority (CFSA) Special Events Program, when applicable.

OR

- C. Master Certificates - A current master certificate of insurance for the contractor/renter has been approved by and is on file with California Fair Services Authority (CFSA).

OR

- D. Self-Insurance - The contractor/renter is self-insured and acceptable evidence of self-insurance has been approved by California Fair Services Authority (CFSA).

## II. General Provisions

1. Maintenance of Coverage - The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.
2. Primary Coverage - The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.
3. Contractor's Responsibility - Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**
4. Certified Copies of Policies - Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

## III. Participant Waivers

For hazardous participant events, the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter. Hazardous participant events include but are not limited to any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority at (916) 921-2213 for further information.

**EXHIBIT "C"**  
**Standard Contract Terms and Conditions**  
State of California Division of Fairs & Expositions (Rev. 01/10)

**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 one 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 10240.5, 10381)** If, during the performance of this agreement, a dispute arises between contractor and Fair Management, which cannot be settled by discussion, the contractor shall submit a written statement regarding the dispute to Fair Management. A decision by Fair Management shall be made to the Contractor in writing, and shall be final and conclusive. Contractor shall continue to perform contract requirements without interruption during the dispute period.
- 3. Non-Discrimination Clause/Statement of Compliance (GC 12990/CCR 8103-8120)** During the performance of this contract, contractor and its subcontractors shall not unlawfully discriminate harass or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractors and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. Contractors and subcontractors shall comply with the provision of the Fair Employment and Housing Act (Gov. Code Section 12900, et seq.) and the applicable regulations promulgated there under (CA Code of Regulations, Title 2, Section 7285.0, et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code Section 12990 (a-f), set forth in Ch. 5 of Div. 4 of Title 2 of the CA Code of Regulations are incorporated into this contract by reference and made part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. This contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this contract. Contractor by signing this contract hereby certifies, unless specifically exempted, compliance with Gov. Code 12990 (a-f) and CA Code of Regulations, Title 2, Div. 4, Ch. 5 in matters relating to reporting requirements and the development, implementation and maintenance of a Nondiscrimination Program. Prospective contractor agrees not to unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave.
- 4. Amendment (GC 11010.5)** Contract modification, when allowable, may be made by formal amendment only.
- 5. Assignment** This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
- 6. Termination** The fair reserves the right to terminate any contract, at any time, upon order of the Board of Directors by giving the contractor notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the fair of any further payments, obligations, and/or performances required in the terms of the contract.
- 7. Governing Law** This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
- 8. Conflict of Interest (PCC 10410, 10411, 10420)** Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.
  - Current State Employees (PCC 10410):**
    - 1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
    - 2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.
  - Former State Employees (PCC 10411):**
    - 1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
    - 2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void (PCC 10420).
- 9. Contractor Name Change** An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
- 10. Air or Water Pollution Violation (WC 13301)** Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.



## **EXHIBIT "D"**

### **Special Terms and Conditions**

#### **EVACUATION ORDER**

The 37<sup>th</sup> District Agricultural Association, along with all other large venue public gathering places and events around the country have been advised by Federal, State and Local Authorities that an emergency evacuation of the premises may be ordered by any of these authorities at any time. This decision would be driven by information available to those authorities that:

(1) May not be available to the 37<sup>th</sup> District Agricultural Association, or may be classified by those authorities, and therefore the 37<sup>th</sup> District Agricultural Association would not be able to share it with our exhibitors, contractors, participants, guests, or renters;

(2) Could arise out of an actual or threatened act of terrorism;

(3) Could arise from any number of natural disasters, or other public safety concerns the authorities have for the safety of the general public at our Fair or at our facility, property, grounds, or parking areas.

If an evacuation order occurs, you will be asked to leave the premises immediately. The law does not only require your cooperation, but for your own safety and the safety of others, common sense demands your full cooperation. The Police Department and/or 37<sup>th</sup> DAA staff/security personnel will direct the evacuation. We are further advised that any evacuation order given will be for personnel only! No other property, animals, trailers, merchandise, equipment, etc. will be allowed off the premises. This is to allow the most efficient and speedy evacuation of the public from the threatened area. If an evacuation order is given, do not attempt to remove anything other than yourselves and, if applicable, your immediate means of transportation.

The evacuation plan calls for designated law enforcement personnel, Fair management, staff, or volunteers to remain on the grounds to secure the facility and premises.

In the unlikely case an evacuation occurs, the 37<sup>th</sup> District Agricultural Association will exercise every reasonable effort to care for property, animals, commercial exhibits, merchandise, etc. until the authorities remove the evacuation order and the public is allowed back into the facility. No one will be allowed back on the grounds until the authorities have given the approval to return. The 37<sup>th</sup> District Agricultural Association staff/security personnel along with the Police Department will enforce the order in strict accordance with instructions from the authorities.

The State of California, 37<sup>th</sup> District Agricultural Association, Santa Barbara County Fair, its directors, officers, agents, servants, nor employees cannot, and will not, be held liable or responsible for any loss or damage to any Contractor's, exhibitor's, or patron's personal property, equipment, merchandise, animals, exhibits, etc. during or after any such event.

By entering into this agreement Contractor hereby agrees to indemnify, defend and save harmless the State of California, 37<sup>th</sup> District Agricultural Association, Santa Barbara County Fair, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, participant, exhibitor, and any other person, firm or corporation attending, or participating in, any activity or event covered under this agreement and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged in the performance of this Agreement.

#### **RIGHT TO TERMINATE**

The State reserves the right to terminate this agreement subject to 30 days written notice to the Contractor. Contractor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided herein.

However, the agreement can be immediately terminated for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the contract. In this instance, the contract termination shall be effective as of the date indicated on the State's notification to the Contractor.

This agreement may be suspended or cancelled without notice, at the option of the Contractor, if the Contractor or State's premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the Contractor is unable to render service as a result of any action by any governmental authority.

#### **FORCE MAJEURE**

Neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure of performance constitute default, if such delay or failure is caused by "Force Majeure." As used in this section, "Force Majeure" is defined as follows: Acts of war and acts of god such as earthquakes, floods, and other natural disasters such that performance is impossible.