



## Policies Governing Rental of Facilities

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# Solano County Fairgrounds - Policies Governing Rental of Facilities

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## **I. INTRODUCTION**

This document comprises the policies adopted by the Board of Directors of the Solano County Fair Association (or "SCFA") governing interim events presented on the fairgrounds by any organization or person. This policy sets forth in detail the conditions under which an organization or person hereafter referred to as the "Renter," may present commercial activities, private functions, displays or entertainment on the Solano County Fairgrounds (or "Fairgrounds").

No organization or person may use any portion of the Fairgrounds to conduct any event, public or private, without having first executed a License Agreement For Interim Event. A License Agreement For Interim Event (or "Rental Agreement") must be signed by the Renter and by an authorized representative of the Solano County Fair Association prior to the Renter's commencing any activity of the Fairgrounds.

This policy is not intended to apply to persons attending or parking in conjunction with their attendance at events on the Fairgrounds that are conducted under the authority of a License Agreement For Interim Event, patronizing The Solano Race Place satellite wagering facility, utilizing the Joe Mortara Golf Course; or parking in conjunction with attendance at Six Flags Discovery Kingdom, or as may otherwise be authorized from time to time by the SCFA General Manager.

## **II. GENERAL PROVISIONS**

### **A. Non-Discrimination**

No organization or person will be discriminated against because of age, race, color, national origin, ancestry, religious belief or affiliation, political belief or affiliation, medical condition, physical or mental disability, sex, sexual orientation, marital status, or other protected status. Any person or organization entering into a License Agreement For Interim Event with the Solano County Fair Association is required to comply with this non-discrimination policy. Any person or organization entering into a License Agreement For Interim Event with the Solano County Fair Association will be required to execute a statement agreeing to indemnify and hold harmless the Solano County Fair Association, its Board of Directors, the County of Solano, its Board of Supervisors, and the officers, agents and employees of these agencies for any liability arising from the Renter's use of SCFA property and/or failure to comply with these policies or the terms of their License Agreements.

### **B. Americans with Disabilities Act**

It is the policy of the Solano County Fair Association to provide reasonable accommodations to individuals with disabilities and to comply with the Americans with Disabilities Act, or any state or local law or ordinance requiring reasonable accommodations for individuals with disabilities. All persons and organizations entering into a License Agreement For Interim Event with the Solano County Fair Association are required to provide access and reasonable accommodations to individuals with disabilities and will be required to execute a statement agreeing to comply with all provisions of the Americans with Disabilities Act.

### **C. Fulfillment of Terms and Modification of Policies and/or Rates**

The Renter agrees to fulfill the terms and conditions of the License Agreement For Interim Event relating to the use of facilities as they are in effect as of the date they entered into the agreement, or as they may be adopted thereafter. The Solano County Fair Association reserves the right to modify or to change policies or

rental rates. Every effort will be made to notify the Renter of changes as they are made.

## **III. FAIRGROUNDS RENTALS**

Facilities will be rented based on the availability of dates, type of show, number of show days, and past performance of the Renter. The Solano County Fair Association reserves the right to deny and/or cancel the rental of its facilities when, in the opinion of the SCFA General Manager, such events may conflict with similar events previously scheduled or are not in the best interests of the Solano County Fair Association, the County of Solano, or the general public. In addition, the Solano County Fair Association reserves the right to base rental decisions, at its sole discretion, on the best utilization of the facilities, greatest public interest, or highest revenues for the Solano County Fair Association. SCFA may deny an event booking when, in its sole opinion, the event may cause undue or unusual damage to the facilities, or cause or have the potential to cause cancellation of other events due to excessive cleaning or repair time.

### **A. Rental Conditions**

Rental fees will be negotiated based on the nature of the event at the discretion of SCFA management. Rental of the facility will include general floor space, stocked restrooms, lined garbage cans and utilities for normal electricity and lights. Basic rental fees do not include kitchen or concession area usage, adjoining walkways or patio areas, storage facilities, nor Solano County Fair Association labor, materials, equipment, or parking privileges. Under no circumstances will Renter or Renter's staff operate the Solano County Fair Association's heavy equipment (forklift, man-lift, tractor, etc.) or use/borrow equipment beyond that specified in the License Agreement For Interim Event.

### **B. Deposits**

#### **1. Save the Date Deposit**

All rentals require a deposit to save the date(s). Until a Save the Date Deposit is received by SCFA, all dates are available on a first-come first-served basis, subject to other Policies Governing Rental of Facilities. The amount of Save the Date Deposits shall be determined by management relative to the scope of the event and proposed facilities to be rented. The Save the Date Deposit will be held by SCFA until either a) Renter returns an executed License Agreement For Interim Event as specified in paragraph IV.A.2. of these policies, in which case the Save the Date Deposit will be credited toward, and becomes part of, the Damage and Security Deposit; or b) the period of time specified in paragraph IV.4.2. for a License Agreement For Interim Event to be executed expires, in which case SCFA will be under no obligation to continue to hold such date(s), and the Save the Date Deposit will be refunded to Renter. SCFA's General Manager may, at his/her sole discretion, extend the period of time for execution by Renter of a License Agreement for Interim Event.

#### **2. Damage and Security Deposits**

All rentals require a Damage and Security Deposit to guarantee against additional equipment rental fees, clean up, loss, damage, labor or other charges incurred by the Renter, in excess of the estimated fees as shown in the License Agreement For Interim Event. The Damage and Security Deposit must be paid at the time the License Agreement For Interim Event is executed. All costs deemed necessary and incurred by the Solano County Fair Association on behalf of the event, as well as charges for additional facility rental or equipment rental, labor, or other services requested by the Renter, will be billed to the Renter and deducted from the amount of the deposit. Any remaining portion of the

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deposit will be returned to the Renter. Renter is responsible for any charges still remaining after the Damage and Security Deposit is applied, and are due upon the Renter's receipt of a final invoice. Refund of Damage and Security Deposit, in the event of a cancellation, is subject to "Section VI. Cancellations" of these policies.

## C. Usage Hours

Rental Fees cover the use of the facility as stipulated in the License Agreement For Interim Event. No event will be permitted to continue after midnight without prior written agreement from the SCFA.

## D. Reservations

SCFA accepts reservations on a 12-month booking basis. Events booked within a 12-month period are booked on a firm basis. Any event schedules beyond a 12-month period will be considered tentative, unless booked under a multi-year License Agreement For Interim Event.

## E. Holiday Rentals

If an event is scheduled on a holiday and staff is required and is available, additional fees may be incurred for employee overtime compensation.

## F. Solano County Fair Association Events

No event will be scheduled which is in conflict with events and activities of the Solano County Fair Association.

## G. Overtime Costs

Overtime costs will be charged for pertinent SCFA personnel unless attendees, exhibitors, and Renter's staff have vacated the Fairgrounds and the facilities are secured by the time specified in the License Agreement For Interim Event. Overtime rates are 1½ to 2 times the rate specified in the License Agreement For Interim Event, depending on event staffing requirements and the actual overtime scale incurred by SCFA.

## H. Set-Up and Teardown

The terms "set-up," "load-in" and "tear-down," "load-out" shall include the use of the facilities for moving in and out equipment, and/or preparation and clean up of the facilities for the event by Renter. Time required for set-up and tear-down by Renter must be included in the rental period. Facilities will not be available prior to the start time, or after the ending time indicated in the License Agreement For Interim Event.

## IV. REQUIRED FEES AND FORMS

### A. Fees and Forms

The following fees and forms must be submitted to the Solano County Fair Association in accordance with the schedule set forth in this paragraph. If Renter fails to submit the required payments and documents as stated herein, the Solano County Fair Association reserves the right to cancel License Agreement For Interim Event without further notice.

1. **Save the Date Deposit** – Due at the time of Reservation.
2. **License Agreement for Interim Event** - Due 15 days after delivery by SCFA to Renter in person, by e-mail or by fax, postmark if mailed, or date of shipping if by other delivery or courier service.
3. **Damage and Security Deposit** – Due in full with the License Agreement for Interim Event. (See above)
4. **Rental Fees and Other Estimated Charges** – Due as specified in the License Agreement For Interim Event.
5. **Certificate of Insurance** - Due 30 days prior to event.

6. **Floor Plan and Building Layout** - Per Rental Agreement.
7. **Security Plan** – Per Rental Agreement
8. **RV payments** - Per Rental Agreement
9. **Percentage payments** - Due within 48 hours after conclusion of event, unless otherwise specified in the License Agreement For Interim Event.
10. **Fees and Other Charges** - For costs deemed necessary and incurred by the Solano County Fair Association on behalf of the event, as well as charges for additional facility rental or equipment rental, labor, or other services requested by the Renter, which are in excess of the amount of Damage and Security Deposit, and Save the Date Deposit- Due upon presentation of final invoice to Renter by SCFA.

## B. Payments

Payment for facility rental and for any additional personnel or equipment needed for the event must be made per the schedule included in License Agreement For Interim Event. Renter will be billed following the event for any additional expenses incurred during the event.

## V. AMENDMENTS TO RENTAL AGREEMENT

No additions or deletions to the License Agreement For Interim Event will be permitted unless made in writing, and approved in writing by SCFA prior to the scheduled event, either by written amendment of the License Agreement For Interim Agreement, or by written change order signed by both Renter or Renter's authorized representative and an authorized representative of the Solano County Fair Association.

## VI. CANCELLATIONS

In the event of a cancellation, Damage and Security Deposits are non-refundable. If the Renter cancels the event 120 days or more prior to its scheduled start date, the Solano County Fair Association will refund to the Renter any monies received over the amount of the Damage and Security Deposit. If the Renter cancels between 90 and 120 days prior to the event, 75% of any monies received over the amount of the Damage and Security Deposit will be refunded to the Renter. If the Renter cancels between 60 and 90 days prior to the event, 50% of any monies received over the amount of the Damage and Security Deposit will be refunded to the Renter. If the Renter cancels less than 60 days prior to the event, no monies received will be returned to the Renter.

## VII. RETURNED CHECKS

If a check is returned for any reason, the Renter will be required to make all future payments in cash or by cashier's check. A \$100 administrative fee, plus actual expenses incurred by the SCFA will be charged on returned checks.

## VIII. EVENT ADVERTISING

The Solano County Fair Association reserves the right to approve all advertising and promotional messages and materials before being produced, distributed, published, displayed or otherwise disseminated. Failure to adhere to this policy may result in SCFA management requiring Renter to cease production and/or promotion of the event until and unless approval by SCFA management is granted in writing. Any modifications to messages or materials required shall be at the sole expense of the Renter.

## A. Event Names

Renters may not use the following names in any way that implies that the Solano County Fair Association is producing, sponsoring, presenting or managing any event:

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Solano County Fair(grounds)  
Solano County Fair Association  
Solano Race Place  
Joe Mortara Golf Course

Examples of prohibited use of the above names include, but are not limited to, such phrases as: “The Solano County Fairgrounds XYZ Show” – “XYZ Concert Presented by the Solano County Fairgrounds” – “2<sup>nd</sup> Annual XYZ Golf Tournament Sponsored by the Joe Mortara Golf Course” – “XYZ Expo Produced by the Solano County Fair Association”, etc.

If in doubt regarding the acceptability of a name of an event, Renter should contact SCFA management for approval in writing before producing, distributing, publishing, displaying or otherwise disseminating any promotional information, materials, advertising, etc. for the event. Failure to adhere to this policy may result in SCFA management requiring Renter to cease promotion of the event until and unless appropriate naming of the event occurs, which shall be at the sole expense of the Renter.

## B. Identification of Venues Rented for Events

Renters may only use the following names, to identify the location of event taking place at property or facilities managed by the Solano County Fair Association:

Solano County Fairgrounds  
Solano Race Place  
Joe Mortara Golf Course

Examples of acceptable use of the above names include, but are not limited to, such phrases as: “XYZ Show at the Solano County Fairgrounds” – “XYZ Concert at the Solano County Fairgrounds” – “2<sup>nd</sup> Annual XYZ Golf Tournament at the Joe Mortara Golf Course” – “XYZ Expo at the Solano County Fair Association”, etc.

Renters may not, under any circumstances, use the following names to identify the location of events taking place at property or facilities under the management of the Solano County Fair Association:

Solano Fairgrounds  
Vallejo Fairgrounds  
Vallejo Race Place  
Vallejo Fairgrounds Golf Course

Examples of prohibited use of the above names include, but are not limited to, such phrases as: “XYZ Show at the Solano Fairgrounds” – “XYZ Concert at the Vallejo Fairgrounds” – “2<sup>nd</sup> Annual XYZ Golf Tournament at the Vallejo Fairgrounds Golf Course” – “XYZ Expo at the Vallejo Fairgrounds”, etc.

Examples of acceptable use of the above names include, but are not limited to, such phrases as: “XYZ Show at the Solano County Fairgrounds in Vallejo” – “XYZ Concert at the Solano County Fairgrounds in Vallejo” – “2<sup>nd</sup> Annual XYZ Golf Tournament at the Joe Mortara Golf Course at the Solano County Fairgrounds in Vallejo” – “XYZ Expo at the Solano County Fairgrounds in Vallejo”, etc.

If in doubt regarding the acceptability of a name of the identification of the venue, Renter should contact SCFA management for approval in writing before producing, distributing, publishing, displaying or otherwise disseminating any promotional information, materials, advertising, etc. for the event. Failure to adhere to this policy may result in SCFA management requiring

Renter to cease promotion of the event until and unless appropriate identification of the venue occurs, which shall be at the sole expense of the Renter.

## C. Electronic Sign on I-80

Renters that wish to advertise their event on SCFA’s electronic sign will receive a 15% discount from current published advertising rates, or as negotiated by management.

## D. On-Site Signs and Banners

All advertising space on the premises of the Fairgrounds is the exclusive property of the Solano County Fair Association. The Renter must receive prior approval from SCFA management for any signage on the Fairgrounds.

The Renter is responsible for installation and removal of all approved signs and/or banners in a manner approved by SCFA management. Use of adhesive tape or any kind of staple for the attachment of signs to any non-designated signage location is prohibited. Signs and/or banners installed without prior permission may be removed at the Renter’s expense.

The Renter must remove all signs and/or banners immediately after the event, or labor charges for SCFA personnel and equipment required to do so will be charged. Any damage to Fair Association property due to the installation, display or removal of approved signage is the responsibility of the Renter.

## E. Off-Site Signs and Banners

Renter is solely responsible for complying with all ordinances, laws, rules and regulations regarding posting or displaying signs and/or banners used to promote or advertise events. Renter shall be solely responsible for any fees or fines associated with such compliance or non-compliance. SCFA management may require Renter to limit or discontinue the use of signage in the community, whether in compliance or not, that in SCFA management’s sole discretion reflects negatively on the Solano County Fairgrounds as reasonable, responsible and respectful of the community. Failure to comply with SCFA’s request in this regard may result in Renter being charged for, and responsible for payment of, costs incurred by SCFA for the removal, storage and/ or disposal of signs removed by and/or at the direction of SCFA.

## IX. INSURANCE REQUIREMENTS

### A. Evidence of Insurance and Indemnifications

Renters are required to provide evidence of insurance and indemnification as defined in the License Agreement For Interim Event. Failure to provide acceptable evidence of insurance as defined by the time specified in the Agreement may result in cancellation of the event by SCFA. Under no circumstances will Renter be allowed to occupy any portion of the Solano County Fairgrounds until and unless acceptable evidence of insurance is received by SCFA. Failure to provide insurance as required shall be considered a material breach of the License Agreement For Interim Event, and shall be cause for immediate cancellation of the Agreement.

### B. Special Events Liability Insurance

The Renter may qualify for reasonably priced Special Events Liability Insurance offered through the California Fair Services Authority (CFSa). The Special Events Liability Insurance (SELI) is general liability insurance that covers and protects Renter against bodily injury and property damage liability. The insurance does not cover the property or liability of any exhibitors. However, CFSa also offers some types of events additional coverage, for an

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additional premium, which covers exhibitor's liability. A \$25 administrative fee will be assessed in addition to the premium payment for each type of coverage (SELI and/or exhibitor liability) if Renter elects to obtain SELI and/or exhibitor liability coverage through the Solano County Fair Association.

## **X. FIRE SAFETY STANDARDS**

### **A. Fire Regulations Compliance**

It is the sole responsibility of Renter to strictly comply with all fire regulations prescribed by the Fire Marshal of the City of Vallejo.

### **B. Floor Plans/Building Layouts**

Floor plans shall be submitted to the Solano County Fair Association for approval as specified in the License Agreement For Interim Event. Copies may be forwarded by the Solano County Fair Association to the City of Vallejo Fire Marshal for review and approval. However, failure by SCFA to require floor plans/building layouts or their submittal does not absolve Renter of any responsibility for complying with fire regulations prescribed by the Fire Marshal of the City of Vallejo. Plans shall indicate:

- The dimension of all aisles, exits, exhibits, booths, tables, and displays.
- Brief description of the event.

### **C. Aisles and Exit Ways**

Unless otherwise prescribed to the contrary by the Fire Marshal of the City of Vallejo, the following guidelines shall apply to all events.

- Aisles are to be not less than eight feet in width.
- Aisles and exit ways are to be kept clear at all times.
- An eight-foot clearance is to be maintained at all illuminated exit doors.
- No chairs, exhibits, tables, displays, or other obstructions are allowed in the aisles.
- All exit doors shall be able to be opened from the inside without any special effort or knowledge. All locks and chains shall be removed during public hours.
- All exit doors shall be able to be opened from the inside without any special effort or knowledge. All locks and chains shall be removed during public hours.
- All fire extinguishers, fire hose cabinets, and electrical breaker panels must be unobstructed, clearly visible, and have a minimum of 8' clearance in front.

### **D. Decorative Materials**

All decorative material including, but not limited to, drapes, hangings, curtains and table covers with overhangs, shall be made from non-flammable material, or rendered and maintained in a flame retardant condition in a manner approved by the Fire Marshal. Copies of approved certificates of flame resistance covering all treated materials shall be available at the exhibitor's site.

### **E. Assembly (or Theater) Seating**

- Assembly seating will be set in compliance with Fire Marshal's regulations.
- Minimum aisle width between rows of chairs: 42" from the back of chair immediately behind to the back of chair or wall/barricade immediately to front.

### **F. Housekeeping**

Every building, tent or enclosure, and every exhibitor booth therein shall be maintained in a neat and orderly manner, free from any condition which would contribute to the rapid spread of fire. All combustible waste material and rubbish within the building(s) shall

be stored in approved containers. All waste shall be emptied at the close of each day into approved containers outside of buildings, tents and enclosures and away from overhangs.

Waste material and rubbish containers located outside of buildings shall not block exit passageways or fire lanes, nor shall they be located where an external fire hazard to any building or structure is created.

### **G. Exhibit Installation and Removal**

No installation or removal of exhibits shall be permitted during hours when the event is open to the public.

### **H. Electrical Installation**

The Renter is required to provide extension cords to connect to the Solano County Fair Association's electrical outlets. Extension cords shall be rated 20 AMPS minimum and contain ground wire. Cords not meeting these requirements shall be confiscated for the duration of the event by Renter, or Solano County Fair Association personnel.

Electrical cords will not be permitted to run freely across any public access way including aisle ways and roadways. They may be secured with gaffer's tape, or covered by/or enclosed in approved ramps/devices manufactured for such use. Electrical installations shall be in conformance with Universal Building Code. SCFA personnel must perform all electrical work on, and connections to the Fairgrounds electrical system/equipment, except plugging into or unplugging from receptacles, and taping/securing cords. SCFA personnel will not perform work on electrical equipment which is not part of the Fairgrounds electrical system/equipment.

### **I. Fire Extinguishers**

Fire extinguishers are provided in major buildings. The Renter may be required by the Fire Marshal to provide additional extinguishers at other locations or where special hazards are created. Fire extinguishers must remain accessible at all times.

### **J. Flammable Liquids**

Flammable liquids and other flammable substances are not allowed within any building or tent. The only exceptions to this section are alcoholic beverages served by the SCFA's exclusive master food and beverage concessionaire, and sterno used in an appropriate manner in chafing dishes or steam tables for food service purposes.

### **K. Smoking**

All buildings on the Fairgrounds are considered SMOKE FREE facilities. Smoking is not permitted within 20 ft. of any building, tent, or other enclosure.

## **XI. FOOD AND BEVERAGE SERVICE**

The Solano County Fair Association retains all rights for the sale of food and beverages in and about the facilities and premises. SCFA has contracted with a master food and beverage concessionaire to provide food and beverage services. Exclusive rights for the sale of any alcoholic beverages at any event held on SCFA property have been granted to the master food and beverage concessionaire. Renters are responsible for contacting the master food and beverage concessionaire to arrange for food and beverage service to the public, and/or their food and beverage catering needs. At the SCFA's sole discretion, exception from this policy may be granted to non-profit and private events.

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## **A. Food and Beverage Sales**

No food or beverage of any type may be sold or given away for consumption to the general public by the Renter or vendors during any event without prior written approval of SCFA. SCFA will specify locations where food and beverages will be sold by the master food and beverage concessionaire, and others as allowed under this policy.

## **B. Alcoholic Beverages**

Alcohol brought onto the Fairgrounds by the Renter, exhibitors, or attendees is strictly prohibited, unless otherwise permitted in writing by both SCFA and the master food and beverage concessionaire. Alcohol may only be sold and/or served by master food and beverage concessionaire, and consumed solely in authorized areas. The consumption of alcoholic beverages outside the rented area is not permitted.

The only exception to this policy are alcoholic beverages brought onto the Fairgrounds for personal consumption by RV owners/occupants staying on the Fairgrounds as part of an event covered by a License Agreement For Interim Event. Such alcoholic beverages may only be consumed inside or in the immediate area outside of the RV. RV owners/occupants are responsible for the legal consumption of, and assume all liability resulting from, alcoholic beverages brought onto the Fairgrounds. Failure to comply with this policy may result in alcoholic beverages being confiscated, privileges granted under this exception being revoked, and/or the RV, owner, and/or occupants being expelled/removed from the Fairgrounds.

## **C. Health Department Permits**

A health permit is required for any cooking demonstrators, cookware dealers or health demonstrators offering samples to the public, or any vendors authorized to sell food and/or beverages. The health permit may be obtained from the Solano County Department of Resource Management.

Solano County Department of Resource Management  
675 Texas Street, Suite # 5500  
Fairfield, CA 94533

## **D. Food Provided to Exhibitors during Set-Up**

With prior approval by SCFA, the Renter may provide light snacks for exhibitors during set up hours only. This food and beverage may not be sold nor donations taken. If the Renter is found to be abusing this courtesy, the privilege may be revoked.

## **XII. EVENT PERSONNEL**

The following SCFA personnel are required for all events at the expense of Renter at prevailing rates, unless otherwise negotiated by SCFA management. SCFA will determine all additional personnel requirements.

### **A. Event Attendant(s)**

If required by SCFA management a minimum of one event attendant will be scheduled for each event during all hours the event is open to the public and/or guests. The event attendant will unlock rented facilities at the time indicated in the License Agreement For Interim Event, and will close and lock facilities at the end of the time covered by the agreement, unless opening and/or closing facilities is assigned to other SCFA personnel by management. Attendants are responsible for maintaining all public aisles and roadways, restrooms, trash receptacles and entrances to the event. Attendants are not permitted inside exhibitor booths. Attendants will be scheduled one hour before the start of the event until one hour after

the event ends. If Attendant is required or requested earlier or later, Renter will be charged at one and one-half times the prevailing rate.

### **B. Electrician**

An electrician is available upon request by Renter or if required by SCFA management, at the expense of Renter. SCFA may require at its sole discretion that an electrician to be present, at the Renter's expense, when extraordinary electrical demand is present. Electricians are scheduled for a minimum of four-hours. Electricians required or requested for more than eight hours will be charged to Renter at one and one-half times the prevailing rate.

### **C. Parking Attendants (Mandatory)**

Only the SCFA personnel will be used as Parking Attendants.

### **D. Security, Law Enforcement, and Public Safety**

The Renter must use the SCFA's security service, unless otherwise approved in writing by SCFA's General Manager. If SCFA requires the Renter to provide security for an event, all security personnel will be provided by SCFA and charged to the Renter at prevailing rates. SCFA shall have the sole discretion to determine the number of security guards, and sworn law enforcement officers (Sheriff's Deputies, Vallejo Police Officers, and/or California Highway Patrol Officers) required; and to require EMTs/Paramedics, and ambulances for certain events; and to impose any other reasonable requirements for the safety and security of Fairground patrons. The Renter is responsible for all costs associated with security, traffic control, and first aid services defined above. Renter is also responsible for costs of additional law enforcement and/or other public safety entities responding to any incident related to the event.

## **XIII. VEHICLE USE AND PARKING**

All traffic control and parking shall be under the exclusive control and direction of SCFA at all times, including vehicle traffic and parking by the public, SCFA and Renter's staff and volunteers, VIPs, exhibitors, vendors, delivery vehicles, etc.

### **A. All Vehicles**

Vehicles must park in designated areas only. Vehicles may not be parked in or around the buildings, except for unloading and loading. Fire lanes shall be maintained at all times.

Maximum Speed limit on the Fairgrounds is 10 MPH, unless slower speed limits are otherwise posted.

Designated disabled parking areas are set aside for vehicles displaying current and valid disabled placards/licenses only.

### **B. Load In and Load Out**

Load in and load out traffic and parking are under the exclusive direction of SCFA. Renter shall cooperate with SCFA staff regarding the enforcement of all traffic and parking policies.

Exhibitor load in and load out will be restricted to the sides and rear entrances of all buildings.

Unloading shall be limited to 60 minutes per vehicle and will be monitored by SCFA personnel at Renter's expense. All vehicles and trailers must be moved to the exhibitor parking area immediately after unloading.

Vehicles may not block any entry/exit door at any time.

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All vehicles must be removed from load in areas to the exhibitor parking area before the event will be permitted to open to the public.

Access to the loading area will not be permitted until the show is officially closed to the public and vehicle traffic is no longer a danger to pedestrians.

## C. Parking Credentials

The Association will issue all parking credentials. In the event that the Renter requires a special exhibitor parking pass, SCFA will have the exclusive right to print, distribute, and enforce the use of the parking passes at Renter's expense. Passes may be limited and will be allocated according to available parking.

## D. RV Parking

Parking for RVs is restricted to area(s) designated by SCFA. Renter may choose to pay price designated in the License Agreement For Interim Event for each RV parked on the Fairgrounds in conjunction with the event; or to have RV parking fees collected from the RV owner by SCFA personnel. Regardless of how fees are collected or by whom, Renter's insurance applies to any RVs and their owners and/or occupants, parked on the Fairgrounds in conjunction with Renter's event.

## E. Prohibited Uses

Roller blades, skates, scooters, and skateboards are prohibited anywhere on the Fairgrounds, except where such items are specifically related to the event, and then only permitted in areas specified in the License Agreement For Interim Event. Renter shall cooperate with, and assist SCFA personnel in the enforcement of this policy. Failure to do so may result in additional fees for enforcement being charged to Renter, or immediate cancellation of the License Agreement For Interim Event.

## F. Theft or Damages

SCFA is not responsible for theft of, or damage incurred to, vehicles or their contents while parked on the Fairgrounds.

## G. Parking Fees

SCFA retains all rights and privileges to parking areas, including the right to charge a parking fee to all users. Parking fees will be charged at the current parking rate, unless otherwise agreed in writing by SCFA's General Manager. For private events, the Renter may choose to pay a parking buyout fee commensurate with attendance, as determined by SCFA management. Exhibitors will not be charged for parking on load-in or load-out days.

## XIV. BUILDINGS AND GROUNDS USE

### A. Conditions of Grounds

The Renter accepts the Fairgrounds facilities as they exist. Renter should immediately report any area that requires attention to the SCFA management.

### B. Facilities

The Renter must discuss the nature of the event and facility requirements with SCFA staff to determine feasibility. Some uses may not be appropriate for the Fairgrounds or specific sites within the Fairgrounds. SCFA management reserved the right, at its sole discretion, to determine if an event, or aspects of an event, is appropriate or inappropriate.

If tents will be used, an additional deposit may be required to cover the cost of restoring a tented area to its pre-event condition. SCFA will contract for any necessary repairs and charge Renter for costs

incurred. All tent locations must be approved in advance by SCFA management before any tents are erected. Tent stakes are permitted on lawn areas only, and only under the specific direction of SCFA staff. Tents set up on asphalt, concrete, or other hard surfaces may not be secured using any tent stakes, and must be secured using weighted containers only.

## C. Alterations/Decorations

The Renter, exhibitors, or their authorized representatives shall not paint, change, alter, or tamper with any Fairgrounds property, including buildings, floors, asphalt in roadways or parking areas, signs, piping, locks, conduits, and electrical or gas connections.

At the conclusion of the event, the Renter must remove all decorating materials. The use of staples, nails, tacks, or any kind of tape for the attachment of decorations to the facilities or equipment is prohibited, unless otherwise authorized by SCFA management in writing and in advance. Decorations may be installed in areas designated by SCFA management only.

## D. Equipment/Services

Equipment rented (tables, chairs, garbage cans, etc.) will be available in the building or rental area. It is the Renter's responsibility to position any equipment as desired. Any set-up or moving of equipment or any materials by SCFA personnel will be charged to Renter at prevailing labor rates. The cost of replacement or repair of any missing or damaged equipment will be charged to the Renter.

For liability reasons, SCFA does not loan equipment such as forklifts, man-lifts, ladders, tools, extension cords, etc. Use of these items by Renter will require operation by SCFA personnel, which will be billed to Renter at prevailing equipment and labor rates.

Requests for equipment rental and additional personnel must come from the Renter or an authorized representative and be documented by a signed Change Order. Contact the Event Coordinator for information and current pricing for additional items available for rent including tables, folding chairs, barricades, etc.

## E. Outside Equipment Rentals

Renters may employ any decorating or equipment rental firm. The Renter will be responsible for renting, re-stacking and clearing equipment rented from an outside source upon conclusion of the event. SCFA will not be responsible for equipment rented from any outside source which is lost or damaged before, during or after the event.

## F. Damage/Loss

Renter agrees to restore facilities used to the same condition in which they existed prior to the rental. If any portion of the premises is damaged, the Renter will be responsible for SCFA's labor and/or material costs to restore property to its pre-event condition. Damages caused by the elements, acts of God, or beyond the control of the Renter are exempted from charges.

## G. Clean Up Service

Renter is expected to leave premises in their pre-event condition. If additional cleaning is required, the Renter will be charged at the prevailing labor rates. Renter may also be charged for unusual quantities of trash generated by the event and/or remaining for disposal at the conclusion of the event.

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## H. Injuries

All injuries must be reported immediately to the Event Attendant or to SCFA's Guest Safety Department. Renter must report the name of the injured individual, type of injury, location of injury, a description of how the injury occurred, and any other information required or necessary in order for SCFA personnel to complete an incident report.

If any injury requires medical attention, call 9-1-1 immediately. If public safety personnel are called to the Fairgrounds, the patient may be responsible for transport and/or associated fees.

## I. Lost and Found

Lost and found items should be turned in to the Fairgrounds Administration Office during regular business hours, Monday through Friday 8:00 am to 4:00 pm.

## J. Courtesy Credentials

Upon request, a reasonable number of courtesy credentials will be made available to SCFA by Renter to enable the Association's Board of Directors, management, and staff to view the event.

## K. Keys

Keys to facilities will not be made available to Renter. All facilities will be unlocked/locked by SCFA personnel as mutually determined by Renter and SCFA management. If using a building with an office, Renter may provide a padlock for the office door for the duration of the event.

## L. Shipments

The SCFA will not accept COD shipments at any time. Shipments should be scheduled to arrive at the Fairgrounds no earlier than 3 days in advance of occupancy.

All deliveries sent to the Fairgrounds must be clearly marked with the name of the event and the building. Any freight or packages left for pick-up and shipment after the event ends must be arranged in advance with the Fairgrounds Administration Office. Renter is required to make arrangements in advance for unloading and storage of deliveries or pick-ups that require use of a forklift. Use of SCFA forklift and operator for this purpose, and storage of large items will be charged to Renter at prevailing rates.

SCFA is not responsible for any property left on the fairgrounds after move-out, which may be removed by the SCFA personnel and stored or disposed of, and billed to Renter at prevailing rates.

## M. Telephone Service

Phone service for events is the sole responsibility of the Renter. Lines must be ordered no later than two weeks prior to events to ensure service. Telephones and extension cords are not provided. Telephone service must be coordinated through SCFA's Event Coordinator.

## N. Paging Systems

SCFA's paging system is for public address use only, for a fee, and is not available for music amplification. Renter must notify SCFA of its desire to use its paging system at least ten days in advance of the event.

## O. Sound Standards

Any sound system in use on the Fairgrounds will be set no higher than the maximum decibel level specified by SCFA. The use of any sound system in an outdoor area on the Fairgrounds shall not be permitted to continue after 11:00 p.m. Renters who violate the decibel level limit or shut off time may lose the use of outdoor

sound systems for the remainder of the event. No event may cause sound levels to exceed the noise ordinances established by Solano County, the City of Vallejo, or other authorities with proper jurisdiction. Failure to comply with noise ordinances may result in a fine by local authorities and/or termination of the event.

## P. Animals

Animals, other than guide, signal or service dogs are not permitted on the grounds or inside buildings, unless the event is animal related.

When animals are used as part of an event, handlers must be in full compliance with all applicable laws, ordinances, and regulations related to their humane treatment. Persons responsible for animals on the Fairgrounds must use every precaution to ensure the safety of the people attending and/or participating in the event.

Exceptions: Dogs, cats or other domestic animals may be kept by RV users, but shall never be permitted to roam. They must be penned or on a leash at all times. Persons having dogs, cats or other domestic animals on the grounds must use every care to assure the safety of all visitors on the Fairgrounds. Anyone in violation of this policy will be asked to remove the animal(s) from the grounds.

All sanitary needs for permitted animals will be the sole responsibility of the Renter (example: collecting and properly disposing of animal waste). Sanitary needs for guide, signal or service dogs will be the patron's responsibility.

## Q. Games of Chance

"Games of Chance" or any other related activities are prohibited if the activity is played for commercial purposes or for profit. If a "raffle" or "free drawing" is to be conducted during the event by the Renter and/or exhibitors, it must be called an "opportunity drawing."

## R. Novelty and Special Sales

SCFA retains all concession rights for the sale of novelty and special sales. Examples of novelties and special sales would include, but not be limited to, event logo items, hats, tee shirts, key chains, balloons, etc. SCFA General Manager may, at his/her sole discretion, allow Renters to sell such items and pay SCFA a negotiated fee or percentage of sales for the privilege.

## S. Weapons

Weapons, including knives and firearms, are prohibited on the Fairgrounds. Exhibitors participating in an organized gun show may have unloaded firearms within the confines of their rented space, or be in the process of unloading/loading firearms for the purpose of display in their rented space or removal at the end of exhibit hours.