

RENTAL AGREEMENT

Fairtime ☐

Interim ☒

THIS AGREEMENT by and between the **19th DISTRICT AGRICULTURAL ASSOCIATION**, hereinafter called the Association, and **SANTA BARBARA UNIFIED SCHOOL DISTRICT** hereinafter called the Renter, **WITNESSETH:**

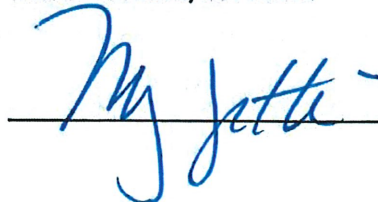
1. **THAT WHEREAS**, the Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association premises on **May 22nd, 2019/Move-In May 21st, 2019** and ending on **May 22nd, 2019**
2. **NOW, THEREFORE**, Association hereby grants to the renter the right to occupy the space(s) described below for the purposes hereinafter set forth, subject to the terms and conditions of this agreement: **Earl's Place**
3. The purposes of occupancy shall be limited to: **The Big Show** and shall be for no other purposes whatsoever.
4. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below: **Rent – Estimated Total Contract - \$1,281.50 (Paid). All other charges incurred due 30 days from billing date.**
Deposit – N/A, Insurance – Filed
5. Renter agrees to pay fees required by Association for: **Rental of Property** and to guarantee the payment of:
 - a) Any money which may be payable to Association under this agreement;
 - b) Any damage to Association property; and utility charges, if any;
 - c) Removal of all property and the leaving of the premises in a condition satisfactory to Association.
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. 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 damage, injury or loss to any person or persons, including all persons to whom the renter may be liable under any worker's compensation law and renter him/herself 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.
8. Renter further agrees that he/she will not sell, exchange or barter, or permit his/her employees to sell, exchange or barter, any permits issued to renter or his/her employees hereunder.
9. 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.
10. 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 or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The "Rules and Regulations" printed on pages 2 and 3 of this document are incorporated herein and made a part of this agreement. Renter agrees that he/she 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.
12. 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 Association.
13. The F-31, "Standard Contract Terms and Conditions" printed on pages 3 and 4 of this document is incorporated herein and made a part of this agreement.
14. Special Provisions: The CFSA Insurance Statement (if applicable) is attached and incorporated into this agreement.
15. This agreement is not binding upon association until it has been duly accepted and signed its authorized representative, and approved (if required) by the Department of Food and Agriculture, Division of Fairs & Expositions, and the Department of General Services.

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

19th DISTRICT AGRICULTURAL ASSOCIATION
AKA EARL WARREN SHOWGROUNDS
3400 CALLE REAL
SANTA BARBARA, CA 93105

Santa Barbara Unified School District

720 Santa Barbara, Street
Santa Barbara, CA 93101



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/her business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc., in receptacles provided by the Association within said concession plot for such purpose, and will keep the area within and surrounding said concessions free from all rubbish and debris.
3. All buildings, tents, or enclosures erected under the terms of the "Rental Agreement" shall have the prior approval of Association and 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. Upon request, 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).
5. Upon request, renter must furnish receipts for license fees, tax deposits, Insurance, etc., prior to event.
6. 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 right and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privileges provided in the "Rental Agreement", and that any and all exclusives granted renter shall not include the carnival and the carnival area.
7. Renter will cause to be posted in a 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.
8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but renter must, at his/her own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concessions ready for business each day at least one hour before the Association 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.
9. All sound-producing devices used by renter within or outside his/her space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to his/her 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.
10. Renter agrees that there will be no games, gambling or any other activities within the confine of his/her space in which money is used as a prize or premium, and that he/she 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 operations, demonstration and sale, shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds used in connection with the space allotted to renter, reasonable wear and tear and damage from causes beyond renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of renters, but Association shall not be responsible for loss or damage to the property of renter.
13. 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/her own expense, not later than a date specified by Association. It is understood in the event of renter's failure to vacate said premises as herein provided, unless permission in writing is first obtained, Association may and is hereby authorized and made the agent of renter to remove and store the concession and all other material of any nature whatsoever, at the renter's risk and expense, and renter shall reimburse Association for expenses thus incurred.
14. 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 Association authorizes renter in writing and unless he/she holds a lawful license authorizing such sales on said premises.
15. All safety orders of the Division of Industrial Safety, Department of Industrial relations must be strictly observed.
16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
17. This "Rental Agreement" shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performances of the terms of this agreement.
18. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the renter may be subject to the payment of property taxes levied on such interest.
19. The Association shall have the privilege of inspecting the premises covered by this agreement at any time or all times.
20. The parties hereto agree that renter, and any agents and employees of renter, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
21. Time is of the essence of each and all the provisions of this agreement and the provisions of this agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

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.

EARL WARREN SHOWGROUNDS RENTAL POLICY

3400 Calle Real ★ Santa Barbara CA ★ 93105

Phone 805-687-0766 ★ Fax 805-569-5595

The 19th District Agricultural Association/Earl Warren Showgrounds and its Board of Directors, Management, staff or agents are responsible solely for the enforcement of the policies provided within, but, at its discretion may choose to alter or change said policies, written and implied at any time it so deems necessary. The 19th District Agricultural Association/Earl Warren Showgrounds and its Board of Directors, Management, staff or agents assume no liability for the cancellation of events, the failure of any event, or any loss, theft, damage, accident or other misfortune associated with any event held on the facility premises.

1) RENTER LIABILITIES

- a) No person or organization may use any portion of the Showgrounds without first having obtained a Rental Agreement for occupancy. Rentals for use of any portion of the Showgrounds are issued on authorized printed forms. Such rentals must be signed by the renter and by an authorized representative of the Showgrounds Management (General Manager or such person designated by the Manager) prior to the renter commencing any activity of any kind on the Showgrounds.
- b) All buildings, facilities and equipment are rented "as is". If a renter should encounter an area that is unsafe, renter must immediately report the area to Showgrounds Management.
- c) Showgrounds permanent employees are required to have access to any facility, at any time, in case of an emergency.
- d) Renters agree to perform in fulfillment of the terms and conditions of the Rental Agreement relating to the use of the facilities that are now in effect or that may be adopted hereafter. The Showgrounds reserves the right to modify or to change policies, rules and regulations or rental rates. Every effort will be made to notify Renter of changes as they are made.
- e) Renter agrees to comply with all applicable Governmental agencies ordinances and statutes; and to assume full responsibility for payment of any fines, sales, use and possessory interest taxes, easements and/or fees occasioned by Renters use of premises.
- f) All renters are solely responsible for the actions of their exhibitors, patrons and guests. All damages or violations of the policies set forth in this manual apply to each Renter and his exhibitors. It is the responsibility of the Renter to make these policies known and to enforce said policies, rules and regulations.
- g) Each renter is also personally liable for any and all debts to the Showgrounds, including, but not limited to late charges, service fees and fines.
- h) The Showgrounds reserves the right to request a reasonable number of courtesy credentials, enabling the Showground's Board of Directors and Management to view the event.
- i) No Renter, under any circumstance, may sublease, rent or dispose of in any manner, facilities, equipment or materials that are rented, leased or used from the Showgrounds. Violation of this regulation will result in immediate cancellation or termination of the Rental Agreement and future agreements.

2) RESERVATIONS

- a) The Showgrounds accepts reservations on a twelve (12) month booking guideline policy. Events booked within a twelve (12) month period with a deposit are booked on a firm basis. A NON-REFUNDABLE DEPOSIT IS REQUIRED IMMEDIATELY UPON SCHEDULING AN EVENT, including annual events, which shall be applied to rental fees. Failure to pay the deposit within seven (7) days from scheduling an event shall result in automatic cancellation without further notice. Deposit may be moved to new date if event is postponed thirty days or more in advance, the date change will be allowed one time within the same calendar year.
- b) The Showgrounds Management may refuse an event booking when, in its opinion the event may cause or have the potential to cause undue hardship on the facility, is incompatible with a previously booked event, or is not of a nature that is consistent with the Showground's image. Or when the event poses a security hazard or when overtime of staff, excessive clean up or possibility of excessive damage exists.
- c) The following forms must be submitted to the Showgrounds office by the dates specified below. Should renter fail to submit the required documents, as stated herein, Showgrounds Management reserves the right to cancel Rental Agreement, or the date without further notice:
 1. Rental Application & Deposit: Due within 7 days from reserving a date.
 2. Certificate of Insurance: Due 30 days prior to event.
 3. Floor plan: Due one (1) week prior to event.
 4. Signed Rental Agreement: Must be on file in accordance with the terms of the contract within 15 days of receiving.
- d) Any additions, deletions, or changes to the Rental Agreement, must be made in writing (2) weeks prior to the scheduled event, and must be approved by Showgrounds Management.
- e) The following Holidays are official State Holidays and require an additional holiday charge: Thanksgiving Day and the day after, New Years Day, Martin Luther King Jr. Day, President's Day, Caesar Chavez Day, Memorial Day, Independence Day, Labor Day, and Veteran's Day. No events will be booked on Christmas Eve or Christmas Day.
- f) Any activity sponsored by the Showgrounds has precedence over any other interim activity or request for usage of facilities. If the Showgrounds schedules an activity which interferes with a previously arranged interim event, the Showgrounds will send by U.S. Mail, a notice of cancellation at least six months prior to the interim event, to the address stipulated on the RENTAL & FACILITY REQUEST. Notice will be deemed given upon deposit in the mail system. The Showgrounds Management will make every effort to provide an alternate date for said interim event. If alternate date is not acceptable to Renter, all deposits will be refunded. No event will be scheduled which is in conflict with events of the Santa Barbara Fair & Expo, the Santa Barbara National Horse, The Hunt.
- g) With the exception of shows sponsored by the Showgrounds, general commercial shows and sales of similar or identical in nature (as determined by Showgrounds management), promoted by competing individuals or organizations, will be scheduled at intervals determined by Management.

- responsibility to initiate and complete proper forms and pay deposits for future event bookings. Failure to complete the proper forms will result in cancellation of any rights of priority option for rental. It is mandatory that reservation requests be filled out on the RENTAL & FACILITY REQUEST form. The Showgrounds Management will not be held responsible for failure to comply with this policy.
- i) An event of three or more consecutive years at the same facility(ies) on the same corresponding dates shall be classified as an ANNUAL EVENT. It is the policy of the Showgrounds that Renters in "good standing" from the previous years, sponsoring events on a regular, annual basis, shall have the first option for the use of facilities on corresponding days from year to year, providing their event does not compete with an event sponsored by the Showgrounds and renter has complied with the reservation and option to reserve policies. Renters in "Good Standing" are those individuals or organizations who have paid all deposits and payments by the scheduled due dates, and who have not bounced a check and who have consistently followed all policies, rules and regulations set by the Board of Directors.
 - j) Management reserves the right to not allow first time Renters to apply a deposit on additional dates until completion of Renters first event and after final payment of any outstanding balances.
 - k) **USAGE HOURS:** Unless otherwise specified by Showgrounds Management, are as follows:
The Exhibit Building, Warren Hall & Earl's Place: 8:00 a.m. to 12:00 midnight.
Outdoor areas: Sound Systems are allowed only 8:00 a.m. to 10:00 p.m. Decibel level to be in accordance with the Santa Barbara County Decibel Code. Outdoor events without an equestrian component must submit a written proposal to be considered.
 No event will be allowed to operate after 12 a.m. midnight, unless agreed upon in writing prior to the event.
 The Showgrounds reserves the right to specify closing times and deadlines for vacating facilities for any event. All events involving music or other loud noise must end no later than midnight in any building and no later than 10 p.m. in the Arena or on the grounds.
 - l) Performance or event usage is defined as a contractually stipulated rental period when specified facilities are used for an event attended by persons other than the Renter and his staff. Such usage is charged at the standard rental rate for that facility.
 - m) Deliveries are accepted for events no more than five days prior to an event. All delivered boxes will be stored outside the Administration office for pick-up. Large deliveries for inside a building must be arranged for in advance. The Showgrounds is not responsible or liable for damage, theft or loss of any delivery accepted. No C.O.D. deliveries will be accepted.
 - n) All events must abide by the specified or agreed upon move-in/move-out dates and times. A move-in/out is defined as the time exhibitors or Renters use to set-up/tear-down from an event. Such days are billed at one half the standard daily rental for that facility.
BUILDINGS: Unless otherwise specified, all load in/out by exhibitors and promoter must be done from the street, and items hand trucked into the Exhibit Building. Vehicles are not permitted inside the perimeter of the building without prior permission from the Showgrounds. Shows violating this policy will be subject to up to a \$500 fine. To load in/out from the backside of the Exhibit Building: Arrangements must be made through Showgrounds Management, in writing, at least 30 days prior to the start of the show. Renter agrees that all exhibitors will follow a designated path to the building. Renter is responsible for any and all damages caused by exhibitor. An additional damage deposit may be required. Vehicles other than a forklift NOT permitted to operate inside building.
NO VEHICLES ARE PERMITTED ON LAWN AREAS.

3) PAYMENT

- a) One-half of the rental fees are due ninety (90) days prior to the event, the balance of the rental is due no later than thirty (30) days prior to the Renters event. PAYMENTS POSTMARKED FIVE (5) DAYS AFTER PAYMENT DUE DATE WILL BE SUBJECT TO A LATE CHARGE OF \$50.00. PAYMENTS POSTMARKED AFTER SIX (6) OR MORE DAYS AFTER DUE DATE WILL RESULT IN A LATE CHARGE OF AN ADDITIONAL \$25.00 PER DAY OR CANCELLATION OF THE EVENT. NO EXCEPTIONS. Events booked less than ninety days in advance will require full payment in advance as determined by Management.
- b) All first time Renters, or Renters who have not rented at the Showgrounds within twelve months may be required to pay the full one day's rental charge (non-refundable) within fourteen days of scheduling an event. This fee supersedes the deposit. Failure to pay may result in automatic cancellation without further notice.
- c) Final billing will be sent to renter within two (2) weeks following the event. All outstanding balances must be paid within 30 days from the billing date. Any late payments are subject to a \$50.00 per month late fee or 1.5% of the balance due whichever is greater. Fees are charged when the payment is postmarked one day late.
- d) Any payments or deposits to secure reservations made by individuals or organizations by check which are returned for insufficient funds, require the Renter to replace that amount in cash (or cashier's check), within five (5) business days or be subject to cancellation of event. Further, all future payments for that event must be paid in cash (or cashier's check). A \$50.00 fee will be charged on all returned checks.
- e) **Cancellations:** Full amount paid, less the non-refundable scheduling deposit, will be refunded provided cancellations are made in writing at least three months, (90) days, prior to the scheduled event. Service fees will be assessed for cancellations made between eighty-nine (89) to forty-six (46) days prior to the scheduled event and will be determined by Showgrounds Management. Any event which is canceled forty-five (45) days or less prior to the scheduled date of the event will not be refunded.
- f) Renter agrees to pay for any and all damages, which result from the operations or participation in the event, contracted, including those damages caused by exhibitors or event patrons. Certain rentals as determined by Management require a deposit to guarantee against additional clean-up, loss, damage, labor, etc., to the Showgrounds. Damage deposit amounts are determined by Showgrounds Management.
- g) All equipment is rented "as is". Showgrounds equipment is not available to be taken or rented off the premises. Any damages to or missing equipment will be charged to the Renter. Renters may rent equipment from outside rental companies or provide their own equipment. Such equipment can not be set-up by Showgrounds personnel. All rental equipment must be set-up and removed on the day of the event within usage hours (see #2. K)

4) LIABILITY INSURANCE

- a) No individual or organization may use any portion of the Showgrounds without submitting to Showgrounds Management a valid certificate of insurance in the amount specified under the Certificate of Insurance requirements. Renter, at his own expense, must procure the applicable insurance coverage required, to be in full force and effect, covering any activities prior to Renters event, the event proper, and any move-in, set-up or after event activities which might be conducted by Renter or his exhibitors.

5) CONCESSIONS

- a) The Showgrounds retains all concession rights for the sale and service of food and beverages in and about the facilities and premises and reserves the right to assign concession privileges and to establish and collect charges payable in consideration of the assignment of concession privileges. Any event where food, beverage and/or alcoholic beverages are sold the existing licensed concessionaire shall have exclusive rights to provide food/beverage/alcohol stands. When Renter elects to have food, beverage and/or alcohol beverage for sale at its event, Renter is to provide an adequate serving and eating area for the Showgrounds' licensed concessionaire.
- b) Renters may not contract space for an exhibitor to sell food or beverage. Any food or beverage samples given away by a Renter or exhibitor must have a Health Permit and consent and approval from Showgrounds management. **There is NO Alcoholic Beverage Samples.**
- c) Renter may, on move-in/out days only allow exhibitors to bring in their own food and non-alcoholic beverages.
- d) Renters, their guests, patrons or exhibitors are strictly prohibited from bringing alcoholic beverages onto the premises of the Showgrounds. Violation of this policy could result in confiscation, shut down of the event and termination or refusal for future events. The licensed concessionaire holds the liquor license to all alcohol sales on the Showgrounds, thus has the absolute right and privilege to shutdown sales or service for good cause.
- e) The Showgrounds reserves the right to charge renter a minimum guarantee on any food concession or bar. Renter will be notified in advance of any minimum guarantees.

6) CATERED EVENTS

Renter may bring in their own caterer or food for their event. A food service fee will be added to the cost of the rental to any event where food is served. **All alcoholic beverages must be purchased from the Showgrounds licensed concessionaire.** All caterers must provide the Showgrounds a copy of their current business permit & they must provide a certificate of insurance, which includes general & product liability naming the Showgrounds as additional insured. Guidelines for kitchen use are posted in kitchen and must be followed in order to receive cleaning deposit back.

7) PARKING

- a) Parking lots and roadways, in all cases, will be under the exclusive and absolute control of the Showgrounds.
- b) Parking is limited and not permitted on the streets or in the neighborhoods surrounding the Showgrounds property.
- c) Any vehicle parked in a red or unauthorized zone will be towed at owner's expense. **THIS WILL BE ENFORCED.**
- d) The Showgrounds reserves the right to all parking concessions, and the right to determine the per car price. All show patrons with the exception of horse shows and some private parties or other events determined by Showgrounds Management to not be cost-effective, will be charged a parking fee.
- e) Parking attendants (when deemed necessary) and parking sellers are provided by the Showgrounds, and numbers determined by management. If additional attendants are required, renter may request such in writing, and pay for additional parking attendants.
- f) The Showgrounds hereby declares that it is not responsible for fire, theft, damage to or loss of any vehicle or article left therein when parked on the Showgrounds property. Any person parking on the Showgrounds property does so at his own risk.
- g) **NO VEHICLES ARE PERMITTED ON LAWN AREAS.**

8) SECURITY

- a) Showgrounds Management will determine what events require security and how much. The licensed Showgrounds security company will perform security services on the premises, some events may require full pat down/metal detectors, any additional security the renter wants needs to be approved by Management in advance. All security guards may perform only security duties as prescribed by Showgrounds Management. Armed security is available at the request of Renter. All such requests must be made within thirty (30) days prior to the start of the event.
- b) The Showgrounds and its security contractor are not responsible for any loss, theft or damage occurring in conjunction with Renters use of the facilities or premises.

9) EVENT ATTENDANTS

- a) It is mandatory that all shows have Showgrounds personnel serve as an event attendant from the time the show moves in until the show is over and all exhibits are cleared from the premises. Attendant's primary function is to check for damages, clean rest rooms and general clean up during the show
- b) All buildings are rented "as is" and are expected to be returned in condition it was received including but not limited to carpet. Renter is responsible to maintain the cleanliness of the facility throughout the event and to remove extra debris from the facility after completion of an event. Removal of excessive debris or soil in connection with an event will result in additional charges to the Renter.
- c) Any alterations requiring Showgrounds staff, to modify floor plan or to change the marquee once the building is set or marquee put up, will be charged at standard hourly laborer rate (4 hr. minimum).
- d) Any time Showgrounds personnel is called in for an interim event, when that person is not on the clock, the Renter will be charged for that person's time at a four hour minimum.

10) SAFETY

- a) All accidents, occurrences or claims must be reported to the Showgrounds Management. Reports must include:
- b) Name, address and telephone number of injured person.
- c) Name, address and telephone number of any witnesses.
- d) A description of the accident (How, when and where it happened).
- e) A description of the extent of bodily injury or property damage.
- f) Any other significant facts (weather conditions, prior condition of the injured party, etc.)
- g) Forms are available from an event attendant. If insurance was purchased through the Showgrounds, the information, when it is received by the Showgrounds, will be reported at once, by telephone to CFSa followed by a brief written report.

- h) All electrical must meet all Cal-OSHA and National Electrical Code requirements for premises and project to insure the convenience of Showgrounds personnel.
- i) Any event requiring additional electrical services, including boxes for individual booths, additional lighting, etc, must use Showgrounds electrician at the renters expense. Shows must notify Showgrounds Management, in writing, if additional electrical requirements will be needed.
- j) CAL-OSHA REGULATIONS All Renters are required, per SB 198, to have in place a written injury and illness prevention (safety) program. The Showgrounds reserves the right to request a copy of the Renters safety plan. Those Renters not in compliance with SB 198 will not be issued a Rental Agreement until such a plan is completed.
- k) Renter must provide extension cords. All extension cords used on the premises (including those used by exhibitors) must meet Cal-OSHA and National Electrical Code requirements. Only one extension cord may be used from the source of power to the item to be powered. Two or more extension cords connected together are strictly forbidden. It is mandatory that a plug strip be used when two or more items are to be plugged in to one power source. It is the responsibility of the Renter to enforce this policy and to assure that all exhibitors comply with Cal-OSHA regulations. If the show is not in compliance, the Showgrounds reserves the right to disconnect or lock out power until compliance is met.

11) Signs and Banners

- a) Perimeter Signs and Banners
 - 1) A renter wishing to place signs or banners around the perimeter of the property must submit the banners for approval of District staff. Banners and signs must meet District parameters for aesthetics, size and content.
 - 2) A renter may have no more than two signs on the property perimeter. The fee for mounting the signs will be \$30.00 per show.
 - 3) Banners will be placed, hung, mounted and removed by the District maintenance staff. Renters will not move or alter signs mounted for other renters.
 - 4) Signs or Banners mounted on the perimeter fence must not extend above the top of the fence. The only exception will be near gate B and the southeast corner of the property.
- b) Interior Sign and Banners
 - 1) Signs or Banners mounted on light poles or the exterior of buildings must be mounted by the District Maintenance Staff or a professional company at renters expense.
 - 2) Interior signs and banners will meet District requirements for aesthetics, size and content. The number of interior signs or banners allowed will be determined by District Staff.
 - 3) The use of adhesive tape, staples thumb tacks, nails, glue or any other non approved substance may not be used to hang signs/banners inside any facility or any painted surface.
 - 4) ONLY masking tape can be used on the walls or tables inside a building. Any event violating this policy is subject to additional damage/clean-up charges.
- c) The Earl Warren Showgrounds is located in the city of Santa Barbara. Once Renters leave Showgrounds property they are subject to city ordinances concerning signs and banners. Upon signing this policy document the renters acknowledges having read and understand the following City of Santa Barbara ordinance:
 - 1) Per Santa Barbara Municipal code 5.24.020, 5.24.036 and ordinance 4079, fliers and handbills or advertising materials of any type are not to be distributed on any car parked in any city parking lot. Renter will be subject to fines.
 - 2) Per Santa Barbara Ordinance 22.70.030.3: Signs or banners may not be placed on any piece of city property, including, but not limited to utility poles, trees or traffic signals.
 - 3) Per Santa Barbara ordinance 3593.35: Signs or banners may not be placed on any piece of county property, including, but not limited to utility poles, trees or traffic signals. Any sign/banner must be removed or the Renter will be charged a \$100.00 fee per sign.

12) EVENT ADVERTISING

- a) A Rental Agreement is required to be signed between the Renter and Showgrounds management before any event can be advertised. Management reserves the right to request to approve any advertising material before it is distributed to the public.
- b) Renter agrees not to list the Showgrounds Administration office telephone number in any advertisement.

13) ANIMAL RESTRICTIONS

- a) Dogs must be kept on a leash at all times. Except for dog shows, dogs will not be allowed in buildings or in arenas. It is the policy of the Showgrounds to allow animal control to come on the grounds throughout the year to pick up those dogs not on a leash. Any dog owner, whose dog is caught loose on the Showgrounds, is subject to a \$25.00 fine for the first offense and a \$50.00 fine for the second offense. A third offense will result in expulsion from the Showgrounds.

14) RV PARKING

- a) RV/CAMPING: Advance reservations are required. Full hook-ups are available, reservations must be made online in advance. Sleeping anywhere on the grounds except for RV Lots is prohibited.

15) VEHICLES/CARTS

- a) Golf Cart Permits are required and will be issued at the Showgrounds Office ONLY to licensed drivers who can justify the necessity for use of a golf cart. The driver must provide evidence of insurance releasing the State of California and the 19th District Agricultural Association and all its personnel harmless of any liability. Golf cart permits must be prominently displayed at all times.
- b) With the exception of State owned vehicles: No ATV's, mopeds, bicycles, scooters, skateboards, or roller-skates. are permitted at any time on the grounds except for transportation to and from the Showgrounds. It is the responsibility of the Renter to enforce these rules.

16) CONCERTS, DANCES & OTHER LARGE SPORTING EVENTS

- a) Concerts, public dances and large sporting events will be approved on a per event basis. All music must be pre-approved in writing no less than 90 days prior to event or before any advertising of event is done.
- b) All concert type musical events where sound levels are expected to be heard beyond the boundaries of the showgrounds will be held inside, except those that specifically rely on an equestrian component. The Board of Directors may consider exceptions to this policy for outdoor events. For those concerts held outdoors the use of offensive language which may be heard off the showgrounds property is not permitted. At the discretion of management / security and to the extent allowed by state law, the first offense will result in a warning; a second offense will result in a fine; a third offense will result in immediate termination of the event.
- c) Emphatically enforced: "NO RE-ENTRY" will be allowed for dances/concerts held in any building (Arena concerts excepted). If individuals leave the dance/concert. Full admission must be paid to reenter.
- d) Music levels must be kept at reasonable levels. Management reserves the right to determine "reasonable", sound monitor may be required.
- e) All music or other loud events must end by 10:00 p.m in the Arena or on the grounds, and no later than 12 Midnight in any building. Decimal level to be in accordance with the Santa Barbara County Decimal Code.
- f) Local Law Enforcement (Sheriff personnel, or CHP) – Number required is to be determined by management.
- g) Portable restrooms/handwashing stations may be required on per event basis.
- h) Facility may perform a "Risk Assessment" of overall event, if event is determined to be a "High Risk" event the following requirements will apply;
 - 1) Insurance limits shall be not less than \$5,000,000 per occurrence.
 - 2) Attendee age: 18 and over only
 - 3) Promoter required to supply free water to attendees at promoter's expense – Water Stations for easy access to attendees. Placement to be determined by management (Concessions fee may apply)
 - 4) Standby Ambulances for transport – number required is dependent on attendance.
 - 5) Clean up charge will be required.

17) EVENTS INVOLVING ANIMALS

- a) Any renter utilizing the Showgrounds for any activity or event in which live animals are used, exhibited, and/or displayed shall comply fully with all applicable government agency statutes, laws, ordinances, rules, regulations and/or orders applicable to the humane care and treatment of animals. Renter assumes full responsibility to meet and satisfy all applicable governmental humane standards relative to the care and treatment of animals. And to be fully informed regarding any and all applicable statutes, laws, ordinances, rules, regulations and/or orders as they relate to the needs and rights of those animals under the Renters care and control.
- b) The Showgrounds reserves the right to approve events involving animals based upon past history and background of the event in question, acceptance by the general public, and the fulfilling of government agencies ordinances and statutes. Events of a common nature such as dog, cat and bird shows, as well as rodeos and horse shows are considered events that have the general acceptance of the public at large.

18) STATE FIRE MARSHAL REGULATIONS GENERAL REQUIREMENTS

- a) Occupant load must be complied within assembly buildings and special crowd control measures may be required (rummage sales, dances, please note). Exhibit Building maximum load 2,000. Stand-by fire watch may be required at additional cost.
- b) Arrangement of aisles/displays must be approved by the Fire Marshal.
- c) No vehicles may block or obstruct any fire protection device.
- d) No vehicle may block fire access.
- e) Exits may not be blocked, locked or screened.
- f) Any decorative material must be flame proofed and certificate must be available for inspection.
- g) Any open flame (except barbecues) must be covered by permit issued by Fire Marshal.
- h) All tents 200 sq ft and larger & all canopies 400 sq ft and larger must have a signed Permit from the State Fire Marshal. Renter will be billed \$240.00 for an inspection fee. Renter is responsible for obtaining permit.

19) EARL WARREN SHOWGROUNDS IS A NON-SMOKING FACILITY

- a) There is NO SMOKING anywhere on the grounds, that includes Vaping

20) CIRCUSES/CARNIVALS

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

Renter _____

Date _____

Renter has read and understands the above policy

Earl Warren Showgrounds rental policy is hereby incorporated into rental agreement

INSURANCE REQUIREMENTS

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

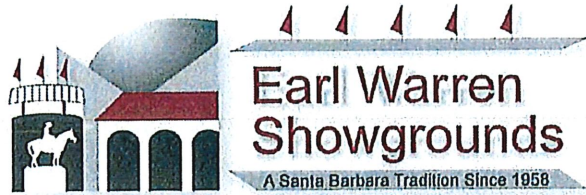
- D. Self-Insurance - The contractor/renter is self-insured and acceptable evidence of self-insurance has been approved by California Fair Services Authority (CFSA).

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.



* 3400 Calle Real * Santa Barbara * CA * 93105

Estimate

DATE	ESTIMATE NO.
5/9/2019	1261

Estimate of Charges For:

SB Unified School District
Chris Mollkoy
210 Calle Granada
Santa Barbara, CA 93105

Contract#	Move-In Date	Event Name	Event Date(s)	REP
19R-063	May 21	The Big Show	May 22	RM
Description	Quantity	Per Unit	Rate	Total
Earl's Place Weekday	1	Super Saver non-profit rate	525.00	525.00
Move in	1		262.50	262.50
Event Attendant	4		30.00	120.00
Tables 8' Banquet	16		12.00	192.00
Chairs/Exhibit	22		1.00	22.00
Podium & PA System	1		60.00	60.00
Marquee	1		100.00	100.00
Deposit May	1		-1,281.50	-1,281.50

Mail Check to:
Earl Warren Showgrounds
3400 Calle Real
Santa Barbara, CA 93105
(805) 687-0766

TOTAL

\$0.00

