



**EXAMPLE**

Contract # «Contract\_»  
**FAIRGROUNDS CONCESSION AGREEMENT**  
**ALAMEDA COUNTY AGRICULTURAL FAIR ASSOCIATION**  
4501 Pleasanton Ave. \* Pleasanton, CA 94566 \* (925) 426-7600 – FAX (925) 426-7599

Contract Period: «Contract\_Period» Year(s) «Year1»«Year2»«Year3»

This Agreement is entered into this **11TH** day of **MARCH, 2012** by and between the ALAMEDA COUNTY AGRICULTURAL FAIR ASSOCIATION, hereinafter called ASSOCIATION, and «Operator» Hereinafter called OPERATOR.

WITNESSETH:

WHEREAS, Association has entered into a certain agreement herein and whereby has agreed to act as the executive management of the Association for the purposes as set forth in the agreement; and NOW, THEREFORE, IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. ASSOCIATION, for and in consideration of the covenants herein contained and the faithful performance by OPERATOR of all such covenants, hereby grants to OPERATOR the right to use for the period of the ASSOCIATION **June 20** through **July 8** the CONCESSION space commonly known and referred to as space # «Stand » on the grounds in which space Operator agrees to exhibit, display, advertise or sell the products as hereinafter set forth at the prices as hereinafter set forth.
2. Operator agrees and understands and hereby warrants that the use of the concession space as designated and set forth above is solely for the purposes as set forth in this agreement. It is understood and agreed that the use of the concession space for any purpose other than that set forth in this agreement shall be cause for termination of this agreement and gives association the right to re-enter and reposes the concession space as designated in this agreement.
3. Operator agrees to indemnify, defend and save harmless Association, the State of California, and the County of Alameda, their officers, agents, deputies and employees from any and all claims, causes of action and suits accruing of resulting from any damage, injury or loss to any person or persons, including all persons to whom Operator may be liable under any Worker's Compensation Law and Operator himself / herself 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 Operator of the privileges herein granted. Operator further agrees to procure and maintain during the period of this operation hereunder and at his sole cost and expense, two (2) insurance policies with an insurance carrier, or carriers, duly and legally licensed to transact business in the State of California, in the following forms, manner and amounts:
  - (a) One insurance policy shall be in the form of compensation insurance and shall cover the full liability of Operator in accordance with the provisions of Division IV of the Labor Code of the State of California and any act amendatory thereof; and
  - (b) One insurance policy in the form of Public Liability insurance including **BROAD FORM COMPREHENSIVE GENERAL LIABILITY ENDORSE-MENT ON OPERATORS OPERATIONS** hereunder WITH A **LIMIT OF NOT LESS than ONE MILLION DOLLARS (\$1,000,000) COMBINED SINGLE LIMIT** (CSL) for **BODILY INJURY AND PROPERTY DAMAGE**. Said policy shall include and name as additional insured the **THE STATE OF CALIFORNIA, THE ALAMEDA COUNTY AGRICULTURAL FAIR ASSOCIATION AND THE COUNTY OF ALAMEDA** their Agents, Officers, Directors, Employees and Board of Supervisors are made additional insured, but only insofar as the operations under this contract are concerned.

A certificate of each of the two (2) insurance policies hereinabove specified and required shall be properly endorsed, giving at least **THIRTY (30) DAYS** prior written notice in case of cancellation or material change in the form of coverage and shall be issued to the Alameda County Agricultural Fair Association and SHALL BE FILED BY SAID OPERATOR WITH THE SECRETARY of said ALAMEDA COUNTY AGRICULTURAL FAIR ASSOCIATION PRIOR TO JUNE 1 OF EACH APPLICABLE YEAR OF THIS AGREEMENT.

In the event Operator fails to provide evidence of insurance coverage as hereinabove stipulated, required and set forth by the date of **JUNE 1** Association may, at its sole option and without further notice to Operator and subject to acceptance of Operator for insurance by Association Insurance Carrier, provide each required insurance for the Operator and Operator agrees that the applicable premium for the procurement and placement for such insurance by Association shall be paid by Operator upon demand by Association.

FAILURE OF OPERATOR TO COMPLY WITH ANY OF THE TERMS OF THE INSURANCE PROVISIONS AS SET FORTH SHALL BE IMMEDIATE CAUSE FOR CANCELLATION AND TERMINATION OF THIS AGREEMENT BY ASSOCIATION.

4. OPERATOR by affixing his/her signature to this agreement hereby acknowledges the terms and conditions of this agreement and

PAGE 1

understands and acknowledges the rules and regulations of ASSOCIATION with such rules and regulations as heretofore set forth, hereinafter set forth and attached to this agreement.

5. OPERATOR agrees to pay to ASSOCIATION in «Current Year» for the rights and privileges hereby granted the following Monetary considerations.

A MINIMUM GUARANTEE OF \$«Mini Guar » and/or A PERCENTAGE OF GROSS SALES, LESS SALES TAX, EQUAL TO «Pymt»% WHICHEVER AMOUNT SHALL BE GREATER.

The Minimum Guarantee of \$«Mini Guar » shall be paid as follows: \$«Deposit Pymt 1 » payable at the execution of this contract on or before the date of «Deposit Pymt 1 Date Due» and the balance of \$«Balance Deposit » payable on or before the date of «Balance Deposit Date Due».

Any additional payment based on gross sales, as heretofore set forth shall be due and payable on or before the date of «Final Payment Due Date». Failure of operator to comply may result in automatic cancellation of contract by association unless otherwise approved by association. All payments for concession must be made by certified check, money order, business check or cashier's check.

**Operator agrees that when filing required sales report with the Board of Equalization, State of California, that he/she shall file a report as may be required by law, of any and all gross sales that are delivered as a result of his/her operation at the Alameda County Fairgrounds, Pleasanton, Calif.**

**Operator must provide association with a report of total gross sales, less sales tax, plus cash register tapes, as specified by association. The Fair Association requires each vendor to provide dual tape capability for each cash register. In the available locations Proposal Packet, is the "Concessionaire's Cash Register Requirements" which is incorporated and made a part of this agreement.**

**This contract shall be void if OPERATOR fails to sign and return same on the first payment due date as specified above, or if OPERATOR fails to remit amount of deposit on date specified in this agreement.**

**All terms and conditions as printed on face of this agreement and attached to the agreement are part of this agreement – read carefully.**

6. Operator agrees and understands that the concession (s) as heretofore stipulated in this agreement must be set up and in complete readiness no later than 6:00 p.m. on the day prior to the scheduled opening day and date of the Fair. In the event that operator fails to complete the concession (s) set up by the 6:00 p.m. time on the day preceding the date of the opening of the Fair, unless otherwise specifically approved by association, this agreement shall thereupon be terminated. Any and all payments previously made shall not be refunded to operator but shall be retained by fair as liquidated damages for the breach of this agreement by operator, and the Fair is expressly released from the terms and provisions of this Agreement. Any obligations for any future considerations for concession privileges to operator and association shall have the right to afford said concession privileges to other parties.
7. Operator agrees that any authorized representative of Association or of the County of Alameda shall have access to said premises at all times.
8. Operator agrees that he is equipped, and has available the required materials and supplies to perform the operation agreed to be performed under this agreement, in such a manner as to insure proper service to the patrons of the Fair.
9. Operator agrees to furnish at his sole cost and expense, all labor, materials, booths, stands, machines, containers, refrigeration, tables, chairs, dishes, cups, straws, lids, napkins, supplies and other such items as may be necessary in the performance of his operations hereunder to insure proper service to Fair patrons.
10. Operator agrees that the construction, design and decoration of Operator's booths, stands, shows, and all scales and other mechanical devices, and all advertising used in connection with such concessions shall be subject to the approval of Association. All sound-producing devices used by Operator must be of such nature and must be so operated, as not to cause annoyance or inconvenience to Fair patrons 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 concession only by first obtaining written permission therefore from Association.
11. Operator agrees to require all his employees engaged in the operation of concessions where goods to eat or drink are sold to wear name tags, uniform shirts and said garments to be kept clean & neat at all times, and that in the selling, dispensing or distributing of goods, beverages and other articles intended for human consumption, he shall at all times maintain pure, clean, adequate and wholesome stocks which must be kept from all contamination and served according to the standards as established by the State and/or County Department of Public Health, and subject to the approval or rejection by Association or its duly authorized representative. Operator further agrees that any

person employed by or under the control of Operator in the Concession Area who, in the judgment of Association, is incompetent, disorderly, discourteous or otherwise objectionable shall, upon receipt by Operator of written notice from Association, be immediately discharged and shall no longer be permitted within the Concession Area. **Smoking is not allowed in or around concession stands within 100' from stand, including the back yards of all trailers/stands.** Beverages to be sold cannot be placed on outside counters in containers for public to self-serve.

12. Operator agrees that, in addition to all other lawful requirements, all booths, stands, tents, or enclosures erected under the terms of this agreement shall have the prior approval of Association and local fire prevention and suppression authorities.
13. Operator agrees that, all special wiring, electrical work, water and sewer connections shall be installed and connected at Operator's sole cost and expense. Association agrees to furnish without charge all water required by Operator in their operations hereunder. Operator agrees to pay ASSOCIATION \$«**Electrical\_Fee**».00 for electrical reimbursement for stand space. **Fees: 60 amps=\$200.00 & 100 amps = \$300.00.** Due to limited electrical availability the Fair provides only 220/60 or 220/100, depending on existing power in space provided. Any additional usage of power may result in additional fees charged to the Vendor. **To help conserve energy and eliminate any possible power outages, please do not use the lights on the outside of your trailers during daylight hours.** If damages occur due to usage beyond standard electrical provided, concessionaire may be charged a fee for any repairs needed. The Fair has limited storage space with electrical and can be rented to Vendor on a first come, first serve basis. The fee is \$300.00 for the duration of the Fair.
14. Association agrees to furnish necessary janitor service for all aisles, streets, roads and areas used by the public. Operator agrees to remove at his sole cost and expense, all packing cases, crates and debris of all kinds, which are the result of his operations from the portion of the Concession Area to be used by the public, prior to the time of opening each morning of the Fair. Operator further agrees to keep the space occupied by the concessions clean at his sole cost and expense, and that all concessions must be properly arranged and clean and ready for business each day at least one hour before the Fair is open to the public. Operator further agrees to deposit all garbage, tin cans, papers and other refuse in receptacles provided within the Concession Area for such purposes by Association and to dispose of the contents of such receptacles which are to be disinfected as often as may be required by Association. At the close of the Fair, operator/owner shall leave stand area in the same appearance as he/she received it. Any and all debris that will not fit into the trash receptacles, i.e.: crates, pallets, cartons, etc. , the Concessionaire is responsible for removing these items. The Association will charge a fee to any Concessionaire who has not discarded all debris and cleaned up the stand area upon leaving. Operator will, on a daily basis, move debris from underneath each trailer, at least (3) three feet from the trailer's edge, allowing Fair Maintenance staff to collect this debris daily.
15. Operator agrees to furnish Association with a list of all sales prices and other charges of any kind to be charged or permitted to be made in said Concession Area and agrees to revise said charges or prices as directed by Association, and to maintain the charges and prices so submitted or as so revised, during the period of said Fair, unless otherwise authorized in writing by Association. Operator agrees to post in a conspicuous manner at each concession stand or booth, a statement of the prices or charges to be made. Signage must be professionally printed, hand-written signs are prohibited. All Fair approved menu items submitted by vendor must be available for purchase at concession stand on opening day of the Fair. Association must approve all products and prices authorized for sale by operator. Products to be sold and prices are hereby attached and made a part of this agreement. **All menu prices must include sales tax. Sales tax cannot be added on at time of customer's purchase.**
16. Operator agrees to remove no later than two (2) days after the closing day of the Fair, at his sole cost and expense, all articles, material and equipment of the concession and all boxes, crates, pallets, packing material and debris of whatsoever nature used in connection with the Concession Area and owned by or under the control of Operator, and to leave said Concession Area in a neat and clean condition. Operator agrees that in the event Operator fails to vacate said premises or to leave same in a neat and clean condition, Association is authorized to remove and store such articles, material and equipment at Operator's risk and expense, and/or to clean said Concession Area, and Operator shall reimburse Association for expenses thus incurred. A cleaning deposit of \$250.00 will be charged for each concession space, which may be refundable **IF** concession space is left clean upon move-out by each concessionaire. Space must be left in same condition when exiting, as received by each vendor upon move-in. This deposit amount will be due and payable and included with the 2<sup>nd</sup> payment of the minimum guarantee.
17. Fair Setup and Teardown:
  - a. All cardboard boxes etc. must be broken down (flattened) and placed beside the dumpsters.
  - b. Grease containers are provided by Fair and marked as such. All grease must be disposed of in said containers. **DO NOT** pour grease or any other raw substance on foliage, planter boxes, or in any container not marked GREASE. Failure to use the proper containers for disposal of your grease or remove all grease after the fair will result in a fine and possible cancellation of Contract.
  - c. Post Fair trailer storage must be pre-arranged with Concessions Department. Trailers stored after close of Fair are subject to storage rental fees. Trailers must be stored in the lot designated by Fair Parking Manager. Trailers stored in any other lot are subject to tow at owners expense.
  - d. Operator is responsible each night after the closing hour, for safekeeping of any small articles easily removed, or particularly fragile articles or displays. These items should be placed in a safe and undisclosed area.

18. Operator agrees to observe and comply with and execute and perform all Federal, State, County and Municipal statutes, ordinances, rules, regulations and orders, and any and all lawful rules, regulations and order of any Federal, State, County and Municipal Board, public officer, public agency or public authority, which in any way affect or relate to or are applicable to his operations hereunder.
19. Operator agrees to furnish to Association for inspection, receipts for license fees, and tax deposits prior to the opening day of the fair.
20. Operator agrees that he will not sublet, sell or assign all or any part of the concessions covered by this agreement, or any rights in, to or under this agreement without first obtaining the written consent thereto of Association.
21. Operator agrees that in the event Operator fails to comply in any respect with the terms of this agreement, all payments for this concession 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 interests of Association.
22. Operator agrees to comply with all governing union requirements as may be applicable and as set forth by Association. Failure by Operator to comply shall be cause for immediate termination and cancellation of this agreement by Association.
23. Association shall have the right to terminate this contractual agreement with or without cause upon giving Operator twenty-four (24) hours notice in writing of its intention to do so. Operator may cancel this contractual agreement by giving Association notice to do so in writing providing that such cancellation be given within ninety (90) days of the conclusion of the preceding Fair covered under the terms and conditions of this agreement. Cancellation Policy – If an Exhibitor or concessionaire is unable to participate and the Fair is notified 30 days in advance, of the Fair, the Fair will attempt to resell the space. If the space is resold, a refund will be made less \$100.00 administration fee, with the following exceptions:
  1. Space cannot be resold to a suitable replacement, NO REFUND.
  2. Space is resold for less than the total balance due, NO REFUND.
  3. If cancelled within 30 days of the Fair, NO REFUNDS of funds held by the Fair.
24. It is mutually understood and agreed that failure of Association to insist in any one or more instances upon the observance and/or performance of any of the foregoing provisions shall not constitute a waiver of any subsequent breach or breaches thereof. It is further understood and agreed that in the event Operator fails to faithfully and fully perform each and all of the covenants of this agreement to be by him performed, Operator agrees to pay and discharge all cost, reasonable attorney fees and expenses arising from the necessity of enforcing the provisions of this agreement.
25. Operator agrees to furnish cash registers to be used by him/her in his operations, as approved by Association. The Fair Association requires each vendor to provide dual tape capability for each cash register. If customer requests a receipt, stand operator is required to produce a receipt to customer.
26. Operator recognizes and understands that this agreement may create a possessory interest and operator may be subject to payment of property taxes levied on such interest.
27. The Association grounds reserves the right to record, tape and view the fairgrounds in its entirety at any time and this becomes the sole property of the fairgrounds to be used exclusively by the Association.
28. Concessionaires using outside BBQ's are required to place the BBQ at least three feet away from the front/side of the trailer, non-accessible to the public reach.
29. Operators who choose to use RV camping in the designated camping areas will be charged the prevailing rate.
30. Concessionaires utilizing liquid gas products for their equipment must comply with City, County and State regulations and codes in the utilization of such liquid gas and MUST have all connections made certified to Fair Management. All Concessionaires must meet State and/or County Department of Public Health rules and regulations.
31. Licensee (Concessionaire) hereby waives any and all claims for compensation for any and all loss of damage sustained by reasons of any defect, deficiency or impairment of the electrical, computer systems, plumbing and air conditioning installations or any part thereof furnished on the Fairgrounds, or by reason of any loss or impairment of lighting, electrical current or water which may occur from any cause, or for any loss or damage sustained resulting from fire, blackout, brown-out, water, wind, civil commotion, riot, labor strikes, or act of God and the licensee (Concessionaire) his agent, officers, and other authorized representatives, hereby waive all rights and claims, action and causes of action and damages arising from any of the causes aforesaid or in any manner whatsoever.
32. Licensee by signing this Agreement assures, the Alameda County Agricultural Fair Association that it, Licensee and each of Licensee's sublicensees, leases, sub-contractors, vendors, exhibitors, promoters, agents and employees, if any, comply with the American with Disabilities Act ("ADA") of 1990, (42.U.S.C. 12101 et seq.) and California Disabled Persons Act (Cal Civ. Code 54 et Seq.) and all relevant provisions of the Health and Safety and Business and Professions Codes, as well as all applicable regulations and Guidelines issued pursuant to the ADA, namely the American with Disabilities Act Guidelines ("ADAAAG") and all applicable regulations and guidelines issued pursuant to California law including Title 24 of California's Building Code. Failure to comply may subject Licensee to civil liability and damages. Licensee further agrees that this covenant to comply may subject Licensee to civil liability and damages. Licensee further agrees that this covenant to comply with State and Federal disability access requirements continues for the duration of the Agreement.

33. Vendor Shuttle: The Alameda County Fair Association may choose to provide a free vendor shuttle that will transport commercial exhibitors, concessionaires, sponsors, entertainers, etc. to and from the interior of the Fairgrounds to designated areas in the RV Lots and Parking Lots. The use of this shuttle is a privilege for those who utilize this service. Fair Management reserves the right to reduce or eliminate this service at any time or ban, without cause, individuals from utilizing this service for any length of time. Those choosing to utilize this service agree to release the Fair, Alameda County, the State of California, their Directors, Officers, Agents, Servants and Employees from any and all action, claims, or demands that a rider, their heirs, distributees, guardians, next of kin, spouse, and legal representatives now have or may hereafter have for injury or damage resulting from rider's use of the vendor shuttle.

34 Golf Carts: All golf carts operating on the Alameda County Fairgrounds during the Fair must have a Fair issued golf cart permit attached to the golf cart. Golf cart permits are issued by the Security Personnel upon approval from Fair Management. Refer to the Golf Cart Rules and Regulations included in the Credential Packet. Golf Carts are to be used **only** for transporting product. Alameda County Fair reserves the right to revoke the permit and usage of golf carts on the Fairgrounds at any time without cause. In the future the Fair Association may charge a fee for golf cart usage.

35. Clean Water Act: In compliance with the clean water act, and to prevent grey water run-off, trailers cannot be washed on the Fairgrounds. The Fair offers a wash station located at Gate #12, on the North side of the Tunnel next to the Sheriff's Parking Lot. Vendors may purchase a wash ticket and instructions for washing at the Fair Vendor Office in the Bldg. A, Young California Building. A \$100.00 fine will be imposed to any vendor who washes their trailer, floor mats, etc. on the Fairgrounds.

36. Beverage Sponsorship: All vendors **are required** to purchase all beverage products from the Fair Association's beverage sponsorship program. This includes paper products, water, soda, etc.

OPERATOR

«Operator» \_\_\_\_\_

\_\_\_\_\_  
OPERATOR or AGENT Signature

«Mailing Address» \_\_\_\_\_

Mailing Address

«City» \_\_\_\_\_ «State» \_\_\_\_\_ «Zip» \_\_\_\_\_

City

State

Zip

Business: «Business Phone» \_\_\_\_\_

Cell: «Cell» \_\_\_\_\_

Fax: «Fax» \_\_\_\_\_

With Area Code

#«Calif Resale » \_\_\_\_\_

California Resale Number

E-Mail Address\_ «Email» \_\_\_\_\_

ServSafe Certificate ID# \_\_\_\_\_

CFSA Insurance #: \_\_\_\_\_ OR

Liability Insurance through my carrier will be provided. Required by June 1, 2012.

**Workers' Compensation Insurance:**

A Certificate of Workers' Compensation insurance is also required to be on file with the Fair Association for any concessionaire who hires one or more employees. Must be received in the Fair Office by June 1, 2012.

**ALAMEDA COUNTY AGRICULTURAL FAIR ASSOCIATION**

By: \_\_\_\_\_

**April Mitchell, Event Sales & Marketing Manager**

**Revised Contract: 12-14-11**

**FAIRGROUNDS CONCESSION AGREEMENT**  
**ALAMEDA COUNTY AGRICULTURAL FAIR**  
4501 Pleasanton Ave. \* Pleasanton, CA 94566 \* (925) 426-7600 – FAX (925) 426-7599

Contract Period: «**Contract\_Period**» Year(s) «**Year1**»-«**Year2**»-«**Year3**»

**Concessions Contract**

**Addendum #2**

«Menu»