



GUIDELINES FOR LEASING FAIRGROUNDS FACILITIES

1. **PICNIC EVENT RENTAL STATEMENT OF POLICY**

Thank you for choosing us as your event location! We will make every effort to make sure your event is perfect. The following guidelines are to inform you of our policies and procedures. Your signature on page 4 of this document indicates your acceptance of these guidelines.

The Association reserves the right to accept or deny application for rental of its facilities when, in the opinion of management, such events may conflict with similar events already scheduled or are not in the best interest of the Association, County of Alameda or the general public. Facilities are rented initially and for subsequent periods based on availability of dates, type of event and number of event days.

2. **RESERVATION OF FACILITIES.** Any individual or organization requesting to use the fairgrounds facilities is required to complete an official application with the Association giving the dates requested, a description of intended use and the facilities required. A deposit is required with the application.

Following approval of the application, a rental contract will be issued for the facilities requested. **Use of any other area will result in being charged the applicable rate for the area.** Any additions, deletions or changes to the contract must be made in writing prior to the scheduled event, and must be approved by Association.

Priority in the allocation of the use of facilities is solely determined by the Association in order to best utilize the facilities.

The Association does not guarantee multi-year bookings for any event, picnic, etc. but does afford a Licensee to make a tentative reservation for a future date pending completion of the formal application process. Tentative reservations do not become confirmed until an application has been reviewed and the Association has issued a contract.

3. **CANCELLATION POLICY.** After dates and facilities have been reserved via the application and submission of deposit, if the event is cancelled for any reason, the Association will retain all or a portion of the deposit paid depending on the timing of the cancellation date to the event date.
4. **HOURS OF USE.** Rental of the fairgrounds facilities for picnic areas allows for a regular day from 8:30 A.M. to 10:00 P.M. (unless specifically contracted for another time period). However, any hours of usage before 8:00 A.M. or after 4:30 P.M. will require a staff person at a rate of \$20.00 per hour. Licensees not ready to close down or move out at the designated time will be subject to being charged accordingly for the extra time at the established rates.
5. **CATERED EVENTS.** The Association's onsite caterer and concessionaire, Ovations, will retain the right to provide all concession and catering services for events. The Association reserves the right to specify the locations where food and beverages are to be provided and or sold by the Association's Concessionaire. If you are planning to have your event catered, you must use the Association's caterer, Ovations. Please contact them at (925) 426-7630 to make arrangements.
6. **ALCOHOL.** If you are considering alcohol at your event the following must be considered: There can be no sale of alcohol. This would be a violation of the Fairgrounds liquor license. Depending on the

February 28, 2011

size of your picnic you may be required to use professional bartenders available through our onsite caterer, Ovations, to serve alcoholic beverages. This is to protect your organization as well as the fairgrounds. All persons consuming alcohol MUST be at least 21 years of age. All picnics are monitored by Fairgrounds security. Unsafe use of alcohol on fairgrounds will not be tolerated. If at anytime anyone attending your picnic does not follow the above you can be held responsible and could possibly forfeit your deposit. If you are serving alcohol and there are no fees involved, you may bring your own alcohol, however, you will be required to purchase a one-day liquor liability insurance certificate through the Fairgrounds for \$290.00.

7. **SECURITY.** Should you need or be required by the Association to provide security guards for your event, you must use the Association's security service, Security Eye Patrol, **only**. Use of other security services is not authorized. Security Eye Patrol is knowledgeable as to the policies and regulations regarding Fair facilities and parking requirements. Scheduling must be done in advance, no later than thirty days prior to event. Security services required by the Association for an event will be provided by the Association and the Licensee will be charged at the applicable rate. Management based upon the nature of the event and anticipated attendance will determine security levels.
8. **USE OF TENTS ON THE GROUNDS.** If an event desires to utilize a tent on the fairgrounds, an additional deposit may be required to cover the cost of restoring the tent area to the condition when occupation began. The Association will contract for any necessary repairs and pay for the repairs out of Licensee's deposit. ***The Fair's Maintenance Superintendent must approve all tent locations before any tents are erected.*** Tent stakes are not permitted. All tents must be secured using weight.
9. **EVENT LAYOUTS.** A sketch of diagram must be submitted, in writing, to the Fair Office at least thirty (30) days prior to the event.
10. **SET-UP/CLEAN-UP.** Licensee is responsible for set-up and clean up. Licensee will be charged for any set-up or clean up done by Fair personnel at the rate of \$20.00 per staff hour. Any clean up done by the Fair after final move-out will be billed to Licensee.
11. **VEHICLES** are prohibited from parking in fire lanes and driving on walkways not designated for vehicular traffic. All roadways must remain open.

The Association is not responsible for any property left on the fairgrounds by Licensee's exhibitors, or the general public. Any materials left on the fairgrounds after move-out will be removed by the Fair and Licensee will be charged for storage or removal.
12. **DAMAGES TO FAIRGROUND FACILITIES.** It is the responsibility of Licensee to return the leased facilities in the condition received. Any damages caused by Licensee's use of the facilities will be charged to Licensee at the applicable rates for labor and materials.
13. **EQUIPMENT/SERVICES.** Requests must come from the Licensee or a representative authorized and named by the Licensee, as all charges will be billed to the Licensee.
14. **RESTROOM ATTENDANTS.** Restroom attendants (minimum one female and male) may be required during event hours for the upkeep of the restrooms. Licensee to be billed at the applicable per hour rate. The number of restroom attendants required will depend on size of event and number of restrooms opened and will be at the discretion of the Association based on similar sized events. The Licensee is responsible for restroom cleanup during the event, if restroom attendants are not required by the Association.
15. **DELIVERIES.** Deliveries will be accepted by the Association only during the Licensee's contracted rental period. All deliveries to be sent to the Fairgrounds must be marked clearly with the name of event, vendor contact and Company Name and building.

February 28, 2011

16. **SOUND EQUIPMENT.** Any use of sound equipment will be subject to local ordinances for noise. Amplified sound must end at 9:00 p.m. on grounds and 10:30 p.m. in buildings.
17. **USE OF MOTORIZED BIKES AND GOLF CARTS.** Motor-driven vehicles (i.e. mopeds, ATV's, Segways, etc). or bicycles are not permitted on the Fairgrounds. Golf carts are permitted to be driven only between the facilities rented and the Administration Office and only by licensed drivers.
18. **SIGNS.** Placement of signs/banners on the Fairgrounds may be put up on the day (s) of the event only at locations approved by the Association. Any sign/banner must be removed immediately following the event or Licensee will be subject to a \$50.00 fee. Any sign/banner hung, placed or removed by the Association personnel will be charged at the applicable rate for labor and/or equipment.

Note: The City of Pleasanton does not allow signs to be placed on any street, which includes placement on existing signs, trees, medians or curbs. Any Licensee placing signs on City property could be subject to a substantial fine by the City.
19. **NOT PERMITTED.** Dogs, bicycles, skateboards, roller blades, scooters, knives and weapons (all Firearms) are prohibited on the Fairgrounds. Dogs are only allowed if they are "Assistance Dogs" or participants in an organized sanctioned dog event. Hay/Straw bales are not allowed on the Fairgrounds. Cans and Glass bottles are prohibited from being brought into the Fairgrounds. X
_____ initials
20. **HAZARDOUS MATERIALS:** It is expressly prohibited for any applicant to bring into the fairgrounds any possible hazardous substance or material that could lead to the hazards of explosion, fire, etc. These materials included, but are not limited to, explosives, firearms, radioactive materials, etc., that will be utilized in their show along with written procedures for safe handling of such materials and obtain clearance from the local Fire Marshall.
21. **PARKING FOR PRIVATE EVENTS. Parking inside the fairgrounds is allowed by permit only.** A limited number of parking credentials will be provided with the contract.
22. **PARKING:** All guests will enter either through the Yellow Gate on Pleasanton Avenue, Gate #8 or Gate #12 on Valley Avenue. Parking Permits will be sent with your contract and will reflect the particular gate you will use.
23. **CLEAN WATER ACT: *Washing of any vehicles or items is limited to designated areas with Fair Management approval only. Only rainwater is allowed in storm drains.***
24. **OVERNIGHT PARKING OF RV'S.** RV parking is available in designated areas only. A 30amp electrical service is \$28.00 per night per RV, and 50amp service is \$33.00 per night per RV. All RV's must be self-contained. RV fees are assessed for any RV parked overnight. For prices and reservations call (925) 426-7600 X 0
25. **HOLD HARMLESS** Licensee hereby waives any and all claims for compensation for any and all loss or 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, water and or other liquid(s) 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, 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.
26. **ADA-** Licensee by signing this Agreement assures, the Alameda County Agricultural Fair Association that, Licensee and each of Licensee's sublicenses, leases, sub-contractors, vendors, exhibitors, promoters, guests, 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 Civil. Code 54 ET

February 28, 2011

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

27. **EMERGENCY CONTACT.** In the event of an urgent issue and/or emergency regarding the facility, please contact (925) 426-7519 (24 hour Security Station) and report issues, unless instructed by your Event Coordinator.
28. **Lost Children Procedures:** The Association requires that all Commercial Events have a plan in place to handle lost or missing children during their event. If the Licensee does not have a plan, the Association will work with the Licensee to develop a plan. Please think about a Lost Child Plan.
29. **Emergency Procedures:** The Association requires that all Commercial Event Promoters work with the Association to establish a plan to handle emergencies such as accidents, injuries, or illnesses during their event.

February 28, 2011

GUIDELINES ACCEPTANCE

(Please sign and date this document and return Guidelines Acceptance page with signed Application to the Alameda County Fairgrounds Office.)

RENTAL BOOKINGS ARE RESERVED ONLY UPON THE ASSOCIATION'S RECEIPT OF THE SIGNED GUIDELINES ACCEPTANCE PAGE, SIGNED APPLICATION, AND RENTAL SECURITY DEPOSIT.

I / we have read the contents of the Event Rental Statement of Policy and Use Guidelines for Leasing Fairgrounds Facilities and agree to abide by these policies and guidelines. I / we understand the penalty for non-compliance of policy and guidelines could result in forfeiture of deposit, cancellation of event and/or additional fines depending on the severity of the non-compliance.

SIGNED

PRINTED NAME

DATE