



4501 Pleasanton Avenue
Pleasanton CA 94566
925/426-7600 www.AlamedaCountyFair.com

GUIDELINES FOR LEASING FACILITIES

1. 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 successful. The following guidelines are to inform you of our policies and procedures. Your signature on page 5 of this document indicates your acceptance of these guidelines.

The Association reserves the right to accept or deny applications 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 interests 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. Facilities rented are limited to those as stated in contract only for the dates as stated. 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 the Association.

Priority in 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, 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 and a deposit 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 allows for a regular day from 8:00 A. M. to 12:00 midnight (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. The staff person will unlock the buildings for authorized personnel at the designated time.

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. **FOOD AND BEVERAGE.** The Association's onsite caterer and concessionaire, Ovations, retains 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 onsite caterer and concessionaire, Ovations. Please contact them at (925) 426-7630 to make arrangements.

The Association's onsite caterer and concessionaire, Ovations, retains the right to provide all concession and catering alcohol services for events. The Association reserves the right to specify the locations where alcohol is to be provided and or sold by the Associations onsite caterer and concessionaire. If you are planning to have alcohol at your event, you must use Ovations. Please contact them at (925) 426-7630 to make arrangements.

Any violation to Food and Beverage policy could result in adverse action up to and including forfeiture of deposit, monetary fines per violation and/or termination of event.

6. **SECURITY.** Management will determine required security levels based upon the nature of the event and anticipated attendance. 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. The Association will provide security services for an event, and the Licensee will be charged at the applicable rate.
7. **USE OF TENTS ON THE GROUNDS.** **The Fair Management must approve all tent locations before any tents are erected.** 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. All tents or group of tents that are 400 square feet or larger must be permitted in advance by the Alameda County Fire Marshall. Contact them directly at 510/618-3490. All tents are required to have fire extinguishers inside. Tent stakes are not permitted. All tents must be secured using weights. Tents or canopies are prohibited in any building.
8. **EVENT LAYOUTS.** Licensee must provide a sketch or diagram that complies with floor plan or layout of rented facility 30 days prior to event. If Licensee fails to provide diagram thirty (30) days prior to event, the event may be subject to fines and/or cancellation of event. Depending on the type of event, the layout may have to be submitted to the City Fire Marshall for approval. A list of vendor names and locations is required two weeks prior to event.
9. **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 Association personnel at the minimum rate of \$20.00 per staff per hour. Any clean up done by the Association after final move-out will be billed to Licensee.
- 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 grounds after move-out will be removed by Association personnel and Licensee will be charged for storage and/or removal.
10. **VEHICLES.** Vehicles are prohibited from parking in fire lanes and driving on walkways not designated for vehicular traffic. All roadways must remain open at all times.

11. **USE OF MOTORIZED BIKES AND GOLF CARTS.** Motor-driven vehicles (i.e. mopeds, ATV's, 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.
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. Every effort should be made by Licensee to order equipment at least 14 days prior to their event in order to avoid increased fees.
14. **MARKING OF BUILDINGS AND AREAS.** Tape or stapling cannot be used on the floors or walls of any building at any time. Use of spray paint of any type on any area is strictly prohibited.
15. **RESTROOM ATTENDANTS.** Restroom attendants (minimum one female and one 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 Fair Management based on similar sized events
16. **DELIVERIES.** Deliveries will be accepted by the Association only during the Licensee's contracted rental period. Any exceptions, if made must be approved by the Association prior to delivery and may result in storage fees. All deliveries to be sent to the Fairgrounds must be marked clearly with the vendor contact, company name, name of event and building.

Any freight/packages left for pick up and shipment after the event ends must be arranged in advance. All Bills of Lading must be filled out properly. Any items left following an event, will be charged to the promoter at \$100.00 per vendor or item per day unless other arrangements have been made. Association will not be responsible for anything left in unattended buildings.
17. **SOUND EQUIPMENT.** Any use of sound equipment will be subject to local ordinances for noise. Outdoor sound systems must not exceed D.B.I. of 85 taken from two gate locations to be determined by Association staff. After the first warning by Association staff that noise levels have exceeded sound limits, Licensee could be subject to a minimum fine of \$1000.00 per warning thereafter. If Licensee continues to ignore warnings of Association staff, it could result in immediate termination of event.
Amplified sound must end at 9:00 p.m. on grounds and 10:30 p.m. in buildings.
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 Association management. 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 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. Cans and glass bottles are prohibited from being brought into the Fairgrounds.
20. **HAZARDOUS MATERIALS.** All hazardous materials with potential for explosion, fire or accident are expressly prohibited on the fairgrounds.
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 FOR PUBLIC EVENTS.** All vendors and event staff will enter through Gate #12 on Valley Avenue on both set-up and event days. The general public will enter through Gate #8 or #12 on Valley Avenue. Parking will be allowed around the buildings only during set-up hours. Vehicles parked in other than designated area 30 minutes prior to event time will be subject to being towed at the owner's expense.
23. **TEMPORARY PHONE SERVICE.** Temporary phone service if required, must be arranged by Licensee prior to event through AT&T Temporary Services directly. The number is 800/750-2355.
24. **CLEAN WATER ACT.** Washing of any vehicles or items is limited to designated areas with Association approval only. Dumping liquids of any kind into storm drains is strictly prohibited.
25. **OVERNIGHT PARKING OF RV'S.** RV parking is available in designated areas only. A 30 Amp electrical service is \$28.00 per night per RV and a 50 Amp service is \$33.00 per night per RV. All RV's must be self-contained. RV fees are assessed for any RV parked overnight.
26. **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.
27. **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 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.

- 28. REQUIRED PERMITS, BUSINESS LICENSE.** An Event with a total attendance of over 10,000 people is required to get an event permit through Alameda County Fire Department. Tent permits are also obtained through the Alameda County Fire Department and are required for any tent or group of tents that are 200 square feet or larger. Applications can be obtained by calling 510/618-3490. All Commercial Events must obtain a Business License from the City of Pleasanton, contact 925/931-5440 for this license. Licensee is responsible to obtain Health Permits **prior** to their event for any approved food distribution or sampling. Health Department phone number is 510/567-6748.
- 29. 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 issue unless otherwise instructed by your Event Coordinator.
- 30. 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.
- 31. 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.

GUIDELINES ACCEPTANCE

(Please sign and date this page and return **"Guidelines Acceptance"** page only with signed Application and/or Contract to the Alameda County Fairgrounds Office.) (Pages 1 through 4 are for you to keep)

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