

Commercial Space & Concessions Program

2009 Rules and Regulations Handbook

OC SUPER FAIR
July 10th to Aug. 9th

◆2009 OC SUPER FAIR◆

HOURS & ADMISSION PRICES

FAIR HOURS

Mondays & Tuesdays – Closed

Wednesday, Thursday & Friday – Noon to Midnight
Saturday & Sunday – 10:00 am to Midnight

All buildings close at 11:00 pm
Outside Exhibitors will remain open until 11:00 pm,
With the option of staying open until Midnight.

CONCESSION STAND CLOSINGS

Outside stands may close at 11:00 pm daily. *You may stay open until Fair closes at Midnight, but you may not close earlier.* Thank you for your cooperation.

NOTE: Regardless of weather, all exhibits and concessions are to remain open during the posted hours of the Fair.

◆ADMISSION PRICES◆

Adult (13-54) \$10.00
Seniors (60+) \$7.00
Child (6-12) \$5.00
Children 5 and under FREE

◆SUPER PASS◆

Purchased by June 28, 2009

Adult (13-54) \$25.00
Seniors (60+) \$20.00
Child (6-12) \$15.00
Children 5 and under FREE

Purchased June 29 – July 7, 2009

Adult (13-54) \$30.00
Seniors (60+) \$25.00
Child (6-12) \$20.00
Children 5 and under FREE

For more details go to ocfair.com

◆PARKING◆

Vehicle Parking \$5.00
Preferred Parking \$10.00
Bus Parking \$10.00 (no charge for drop off)

Table of Contents

A

Accounting and Audit
Procedures
ADA (*Americans with Disabilities Act*)
Admission Credentials
Advertising
Agreements
Alcohol
Animals

B

Badging Office
Beverages
Board of Equalization
Booths
Box Office
Business Center

C

Carts
Cleanliness
Concessions Meeting
Courtesy Booth
Credentials
Customer Returns

D

Daily Building Openings
Damages
Dead Storage
Deliveries
Drawings

E

Electrical
Employee Guidelines
Exhibit...
Design & Presentation
Evaluations

F

Fire Marshal Regulations

Food Safety Certification
Food Sampling

G

Golf Carts and Scooters
Government Regulations
Gratuities
Grease

H

Handbook
Health Department
Hours of Operation

I

Insurance

J

Janitorial Services

L

Late Fees
Liability
Load in and Set-up (Pre Fair)
Load out (Post Fair)
Lodging

M

Megan's Law
Menus & Pricing
Merchandise
Microphones
Motorized Vehicle

N

Novelty Items

O

Offensive Items

P

Parking
Photocopies

Possessory Interest
Postal Service
Power Conservation
Propane
Purveyors

R

Rain
Refills
Refunds
Returned Checks
RV Accommodations

S

Safety
Security
Sewer Connections
Smoking
Space Location
Storage
Sub-Leasing

T

Telephone Service
Tents
Tips
Trash

U

Uniforms
UPS Service

V

Violation Notices

W

Water Hoses
Western Fairs Association
Wi-Fi
Work Permits
Worker's Compensation
Insurance

**◆POLICIES GOVERNING COMMERCIAL, CONCESSIONAIRE, RADIO
STATION & SPONSORSHIP EXHIBITS AND STANDS◆**

This document comprises the policies & conditions of operations of the Fairgrounds, adopted by the Board of Directors of the 32nd District Agricultural Association/OC Fair, hereafter designated as the Fair, governing all commercial, food concession, radio station and sponsorships, of any organization or person.

No contractor may use any portion of the fairgrounds without first obtaining a **Rental Agreement** for occupancy.

Contractor, and an authorized representative of the Fair Management, prior to participation on the fairgrounds, must sign Rental Agreements.

Contents of the *COMMERCIAL, CONCESSIONAIRE, RADIO STATION, AND SPONSORSHIP HANDBOOK* are incorporated into, and hereby become a part of the **Rental Agreement**.

This Handbook must be kept in Renter's space at all times. It is the responsibility of the individual signing the Rental Agreement to be knowledgeable & familiarize any representatives and/or employees with the rules and regulations set forth in this booklet.

STANDARD CONTRACT TERMS AND CONDITIONS (F-31, RENTAL AGREEMENT rev.10/01)

National Labor Relations Board (PCC Section 10296)

Contractor, by signing this contract, does swear under penalty of perjury that no more than one final unappeasable 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).

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.

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. The 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 Section 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.

Amendment (GC 11010.5)

Contract modification, when allowable, may be made by formal amendment only.

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.

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.

Governing Law

This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

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).

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.

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.

◆GENERAL COMPLIANCE◆

The contractor agrees to comply with all applicable Governmental agencies, ordinances and statutes; and to assume full responsibility for payment of all sales, use, and possessor interest taxes, assessments, and/or fees occasioned by contractor's use of premises.

The contracting parties (Exhibitor, Concessionaire, Radio Station, or Sponsor) shall be subject to the examination and audit of the Auditor General for a period of three (3) years after final payment under Rental Agreement (Government Code Section 8546.7) (SCM Chapter 7, Section 7.50).

◆POLICIES NOW IN EFFECT◆

Contractor agrees to perform in fulfillment of the terms and conditions of the Rental Agreement (relating to rental of commercial exhibit or concession space) that are now in effect, or that may be adopted hereafter. The Fair reserves the right to make all decisions in regards to the use of the property, amend, add to and interpret the following Rules and Regulations and to determine finally all questions and differences with respect thereto, arising out of, connected with or incident to the Fair. Every effort will be made to notify the contractor of any changes as they are made.

◆CONDITIONS OF SPACE◆

The contractor accepts the exhibit/concession space, as it exists. If the contractor views an area unsafe, they should report the area to the Commercial/Concessions Department immediately.

DAMAGES: The contractor agrees to return said premises and the area to which it has access in the same condition as the premises were before the use of the same was permitted. Ordinary wear and tear damage by the elements, acts of nature or casualties beyond the control of the contractor exempted to this rule. The contractor agrees to pay the costs of repair and replacement for any and all damages that may have occurred during the term of this agreement by the contractor, and restoring the premises to a condition equal to that which existed at the time the contractor took possession. See additional costs on page 8. Charges for any damages or clean-up will be based upon direct reimbursement of the Fair’s cost for labor and material.

A

Accounting and Audit Procedures (CONCESSIONS)

Your fee is based on a percentage of net sales. If you have any problems understanding these procedures, please ask a staff member in the Audit Office.

Failure to comply with these procedures will be considered a violation of the Agreement. If the violation is so severe that it must be dealt with immediately, OC Fair Management will be called upon to review the problem and come up with a solution. **Violations** will be taken into consideration when reviewing applications for future OC Fairs or may result in immediate cancellation of your contract.

On Wednesday and Thursday prior to opening day, Staff Auditors will be conducting physical inspections, looking at the type of cash register, register replacement and reviewing audit procedures with each concessionaire. Cash register stickers will be issued at this time. The following are approved registers to be used at OC Fair: TEC, Uniwell, Sam's 4, Sanyo, Sharp, Samsung, Casio, Royal.

- A "z" reading is required at the close of each business day and a second "x" reading can be taken at random. Tapes must be original on white paper. (No carbon copies allowed).
- Concessionaires are required to turn in the Gross Sales Report and "z" tape to the Staff Audit office by 11:00 am for the previous day's sales. Your signature or initials on the recording sheet will verify that you agree with the readings as noted. **If you are unsure of the amount noted, you should not sign or initial the sheet until you are confident that the amount is correct.**
- Auditors **MUST** check cash register tapes daily.
- An **"over ring"** must be circled on the detail tape and re-rung correctly with an explanation with a date, time of the occurrence. Over ring must be attached to OC Fair over ring form for proof, otherwise over ring will not be valid.
- If you allow the cash register to run out of tape, or the tape is illegible, you will be given a warning for the first offense. The second and third offenses carry a \$50.00 fine each. After the fourth offense, your concession stand will be closed with **no refund of fees.**
- **"Voids or No Sales"** shall not be allowed at anytime.

Cash Registers

All sales **must** be rung up on the cash register and printed on a continuous tape. Cash drawers **must** be closed after each sale and a receipt must be given to each customer. Throughout the OC Fair, auditors will do spot audits.

If a spot check or spot audit turns up financial discrepancies you will be notified with a written violation. Failure to cease the discrepancies and correct them will result in a fine or other appropriate action by the OC Fair Management. This may include an order to discontinue operations and vacate the premises.

All Concessionaires must adhere to the following cash register specifications:

1. Cash registers must have visible rear display to customers placing an order. Covers for any registers must be clear and see thru (no colors).
2. Cash registers must have a battery back up.
3. Cash registers must have consecutive "z" numbers.
4. Transaction numbers.
5. Hourly breakdown of sales.

6. Receipt for all sales.
7. Register “readerboard” will not be obstructed in any way. Cash registers must be visible front and back on counters at all times. No obstructions will be allowed.

The OC Fair has ascertained that Royal Cash Register, located in Santa Ana, will rent machines. Please call to schedule an appointment. The telephone number is:

(714) 547-8863

Or you can write them at:
12902 Wheeler Pl., Santa Ana, CA 92705.

Audits Office

The Audit Office hours are 8:00 am to 7 pm daily. If it is after 7 pm, please contact Mary Lou Gonzalez at (714) 708-1535.

Percentage Pay Days

Settlement of daily sales reports for concessionaires on a percentage will be due according to the following schedule:

Thursday, July 23, 2009	9:00am to Noon
Thursday, July 30, 2009	9:00am to Noon
Thursday, Aug. 6, 2009	9:00am to Noon **these payments must be made on time or penalties will be applied.

The fourth and final commission payment shall include all remaining sales and all remaining fees for Exhibitors/Concessionaires on a percentage, less sales tax, are due and payable to the OC Fair at the following times:

All register tapes must be turned in on the last night, 8/9/09 by 12Midnight, in order to prepare for final payments on Monday, 8/10/09

Special arrangements must be made in advance for Sunday, 8/9/09 final payments.

Sunday, Aug. 9, 2009	11:00 pm to 12:00 Midnight
Monday, Aug. 10, 2009	7:00 am to Noon

Acceptable methods of payment for commission payments shall be cash or check only. Credit Cards are not accepted for percentage payments.

ADA (Americans with Disabilities Act)

You must comply with the Americans with Disabilities Act (“ADA”) of 1990, (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

Admission

OC Fair is striving to reduce daily admission credentials that have traditionally been issued to concessionaires and exhibitors. Picture badges will be issued to all concessionaire and exhibitor owners, employees, contractors, suppliers and sponsors. The number of badges issued will be determined by the Fair Management.

Due to the significant amount of picture badges that will be processed, the OC Fair highly recommends that you submit your list early and to make sure your staff, contractors, and suppliers have the appropriate information. Badges shall be worn and visible at all times by all concessionaires and exhibit owners, employees, contractors and suppliers while on the OC Fair property.

IMPORTANT: Any attempt to sell, exchange, barter, or give away to fairgoers any credentials issued by the OC Fair is strictly prohibited. Anyone found doing so will jeopardize their participation in future OC Fairs.

Please see Badging Office for hours of operation. For more information regarding parking passes see Concessions Office.

Western Fairs Association

Western Fairs Association (WFA) cards are accepted as admission at all gates. To take advantage of this program you need to be a member of the WFA. Membership applications can be obtained by calling the WFA at (916) 927-3100 or visit their website at www.fairsnet.org.

Advertising

Advertising, promoting products and conducting business may only be done from the location(s) as designated on your Rental Agreement.

All marketing materials (advertising, handouts, prospectus, premiums, or giveaways) must receive prior written approval from the OC Fair before publication and distribution. No advertising material shall state or imply that the exhibit or food stand is an activity operated by the Fair.

Written consent must be obtained prior to using OC Fair logo(s) or other trademarked artwork. For more information in regards to Branding Guidelines please visit our website at www.ocfair.com/artwork.

An OC Fair guide has been developed outlining approved usage of the OC Fair artwork.

Agreements

Agreements are reviewed on an annual basis and Rental Agreements to subsequent fairs are offered at the sole discretion of Fair Management, based on but not limited to the criteria listed in the evaluation section.

Alcohol

Only stands pre-approved and authorized by the Fair may sell alcohol. Renter must hold current ABC licensing and adhere to the OC Fair Alcohol Policies. **At no time is alcohol to be consumed or kept within your contracted space.** Alcohol policies will be included in packets.

Animals

- Pets must be leashed or fenced at all times.
- Clean up after your pet.
- Pets are not permitted within the Fair Zone (Public Areas) at any time, with the exception of Assistance Dogs.

B

Badging Office Hours

June 23 – July 3, 2009

Tuesday - Saturday 10am – 6pm
Sunday - Monday CLOSED

July 4, 2009

CLOSED

July 13 – August 9, 2009

Monday - Tuesday CLOSED
Wednesday - Friday 10:00AM - 6:00PM
Saturday - Sunday 9:00AM - 6:00PM

July 5 – 12, 2009

Sunday - Sunday 8am – 6pm

Hours outside these times should be requested 72 hours prior and require a group of 20 or more. Please contact the badging office at (714) 708-1567.

Beverages (Non-Alcoholic)

All vendors selling soft drinks are required to **purchase**, sell, and refill souvenir cups. The required minimum order for souvenir cups is 5 cases. All orders, purchase/payment for souvenir cups will be made directly to Ovations. Payment of cash or check will be required at time of pick up. Please contact Ovations directly for hours at (714) 708-1880.

Drink Refills

Drink Refills will be done in OC Fair souvenir cups only, past and present designs.

Please observe the proper procedure for drink refills:

- The customer holds the top and straw, and hands the container to the concessionaire.
- The concessionaire refills the container and hands it back to the customer.
- The concessionaire must never use the customer's container to scoop ice; always use the ice scoop.

Carbonated beverage & bottled water sizes and pricing are:

Soda :

16 oz soft drinks	\$2.50
24 oz. soft drinks	\$3.00
32 oz. soft drinks	\$3.50
32 oz. souvenir cup	\$4.50
Refills	\$2.00

Water :

All bottled water \$2.50 (16.9oz. size minimum)

Board of Equalization (BOE)

All Exhibitors/Concessionaires must file for a California State Seller's Permit number, directly to the BOE. State Board of Equalization forms will be included in the Agreement Packet. For information and seller's permit applications call the State Board of Equalization at (714) 558-4308 or visit their website at www.boe.ca.gov. Do not return applications to the OC Fair.

Unless a valid Seller's Permit is on file with the OC Fair, you will not be allowed to set-up.

Booths

For guidelines see *Exhibit Design and Presentation*.

Box Office

The Box Office is located at the Pacific Amphitheatre.

Hours

****CLOSED Saturday, July 4, 2009**

July 5, 2009

Sunday, 10am – 4pm

July 6 - 9, 2009

10am – 6pm

July 10, 2009 to Aug 3, 2009

Wednesday thru Friday, 10:00 am to 6:00 pm

- Closed Mondays and Tuesdays

Business Center (located in the Courtesy Booth)

Hours of operation will be one hour prior to Fair opening until Fair close each day.

Conveniences:

- Sending/Receiving Faxes
 - Making limited copies
 - Check business e-mail
-

C

Carts

Motorized carts will be held to the same guidelines as other motorized vehicles. Operators must adhere to ground access guidelines.

Cleanliness

While the OC Fair furnishes janitorial service for aisles in the buildings and areas used by the public, it is up to you to keep your booth or stand clean and clear of debris. Please use trash bins. Food concession trailers and carts shall only be washed in a new environmentally approved location in Parking Lot G.

In an effort to comply with environmental concerns, the fair maintains a policy of mandatory recycling. Also, **please break down boxes and stack them neatly next to the trash bins for recycling.** Each day is a first impression, all trash, boxes, materials, coverings and non-display items must be removed, and all cleaning must be completed at least one-half hour before opening each day. If you find an area that needs our attention, please contact a staff member at the Courtesy Booth.

Use grease containers for all cooking oil. Do not place grease in cardboard boxes near dumpsters. Do not pour grease into drains. Grease barrels must be placed in a location that is accessible. **Barrels are exchanged:** not pumped empty.

Gray water cannot be dumped in storm drains, flower planters or restrooms. Please follow the proper procedure and only dump gray water into sewer drains. **Violators may be fined and charged for cleanup.**

It is recommended that all outdoor stands are cleaned on the dark days of Monday and Tuesday.

Concessions Meeting

Thursday, July 9, 2009 at 4:00pm. Meeting will be held in the Action Sports Arena.

Courtesy Booth

Located on the north side of Building #10.

Credentials

Exhibitors and Concessionaires can purchase additional admissions credentials, or a season fair pass at a discounted rate, starting the first Wednesday after opening day. To purchase discounted admission tickets or a season fair pass, a Credential Authorization Form must be obtained from the Courtesy Booth. Please do not go to the Box Office until you have this authorization form. Additional parking tickets are not available.

Customer Returns

Do not use admission tickets for customer returns.

To return a purchase, enter from Fair Drive and go to the Will Call Booth at Blue Gate.

- A deposit equivalent to general admission will be held for one hour.
- After one hour, the deposit will be used to purchase and scan the admission ticket.

D

Daily Building Openings

Carnival of Products & Parade of Products, are open for deliveries **two** hours prior to fair opening. They may be accessed through the West end of Building #10 only.

- Wednesday – Friday 10:00 am
- Saturday – Sunday 8:00 am

Security will **NOT** open these areas until requested by an authorized commercial concession team member.

The public is **NOT** allowed into the building until official Fair opening.

NOTE: Wednesday, July 15th is *Friends of the Fair Day*. A select number of invited guests will arrive at the fairgrounds beginning at 9:00 am. All vehicles must be removed from the fairgrounds at 8:30 am on this day.

Daily Check-In

Exhibitors are **required to CHECK-IN** each morning, within the hour prior to Fair opening.

- Wednesday - Fridays:
11:00 am to 12:00 noon
- Saturdays - Sundays:
9:00 am to 10:00 am

The three (3) CHECK-IN LOCATIONS:

- **Front** entrance of Carnival of Products (Bldg. #10)
- **Rear** entrance of Carnival of Products (Bldg. #10)
- **Courtesy Booth** on Family Fair Way

Failure to or late check-in will result in a written violation and possible fine. Booths must be operational & staffed at opening.

Damages

You agree to promptly reimburse and pay the OC Fair for any damages to Fair property or equipment that you, your employees or your agents may cause.

Dead Storage

If you have any vehicles, trailers or hitches not needed during the Fair, they must be stored in Dead Storage. If this equipment is found parked at any other location on the fairgrounds, it will be towed at the owner's expense. **A Dead Storage permit is required to be clearly visible while located in the designated storage area.** The OC Fair assumes no liability for stored equipment. For exact details and current storage rates, contact the Commercial & Concessions Office.

Deliveries

Indoor Space (Bldg #10, #12 and POP): May be made two hours prior to Fair opening, via the West Side of Building #10.

Outdoor Space: May be made any time the fairgrounds is accessible prior to Fair opening.

Deliveries must be made using Gate 5. Vendor deliveries shall not access public gates (Blue, Green & Yellow) at any time. Golf carts and all other vehicles are not allowed on the fairgrounds at any time during public hours. During Fair hours you must use handcarts to transport items from the parking areas or storage lots to your location. All golf & utility carts must have a permit. Violations may result in the loss of the privilege to use the golf cart. Carts are subjected to the same policies as vehicles.

Review the Local Purveyors list on the web site to verify if your suppliers are approved to be on-grounds. If you do not see your suppliers, please ask them to call our office at (714) 708-1573.

Drawings

Self-generated leads, giveaway/prizes offered are to be done within leased space only. Outside companies, games of chance, gambling or other activities involving money as a prize or a premium for giveaways to patrons are not allowed.

Lead-taking forms may only request name, address, phone number and email address of patrons without prior approval from Association. Note: This does not include any standard business forms (such as Service Agreement of Credit Application) that will be used to conduct sales at the Fair.

Unless otherwise approved by OC Fair, contests or giveaway promotions must be scheduled to occur during the Fair.

Signage must indicate type of program patrons are signing up for and state “winners need not be present to win.” (i.e.; timeshare, membership, real estate development, etc.)

Raffles will not be permitted under any circumstances.

“Free Drawing” Approval is required. Free drawings not pre-approved will be terminated until management gives approval.

Upon drawing a winner, Name, address and phone number of the winner shall be submitted to the OC Fair.

E

Electrical

All electrical installations must conform to the National Electrical Code (NEC). Your electrical needs will be determined from the information provided on your application. **All electrical power usage will be billed.** Below is listed the breakdown of the rate structure. Cost is for the entire Fair:

Electrical Rates for 2009 OC Fair:

120 VOLTS

<u>Amps:</u>	<u>Rate</u>
1-50	\$100.00

208 Volts Single Phase

<u>Amps:</u>	<u>Rate</u>
20-50	\$400.00
51-100	\$700.00
101-200	\$1400.00
201-400	\$2100.00

208 Volts Three Phase

<u>Amps:</u>	<u>Rate</u>
20-50	\$500.00
51-100	\$1000.00
101-200	\$2000.00
201-400	\$4000.00

***Electrical rates will be billed at the actual hookup level.**

Electrical Guidelines:

- All cords, 110v/20amps and less must have Household Edison plugs and be #12/3 gauge or heavier wire.
- Electrical appliances such as fans, computers, coffee makers, microwave ovens and televisions that are for the convenience of the Exhibitor/Concessionaire and not a part of the exhibit itself may overload the electrical system put into place to service each booth's or stand's exhibit. Power failure in specific areas may occur as a result of the overload. If the need arises, you may be required to remove any or all of these items from the premises.
- **Use of butane in any building is prohibited.**
- All hard wire connections to Fair electrical distribution lines must be made by OC Fair electricians.
- Extension cords and electrical motors are not provided by the OC Fair.
- Non-electrical motors are not permitted to be operated without prior written approval of the OC Fair.
- All extension cords and electrical appliances must be grounded three-pronged or double insulated types. No two-pronged ungrounded extension cords or electrical appliances will be permitted on the premises unless it is clearly marked on the exterior of the product by the manufacturer that the product is double insulated.
- No zip cords are permitted.
- All wire gage must match amperage per National Electric Code (NEC)

The OC Fair will not be responsible to an Exhibitor/Concessionaire for any loss arising out of Exhibitor/Concessionaire's use of premises nor for loss or damages resulting from power interruptions and utility failures.

If you have a mobile food stand, you will be expected to have 50 feet of correctly sized cord. If you have a stock truck, you will be expected to have 100 feet of correctly sized cord. Should you arrive at the area with the wrong length or size cords, there may be a delay and additional charges in getting electrical service.

The OC Fair standard 50amp/208volt single phase connection utilizes ANSI C73-111/NEMA SS2-50 Twist Lock Cord Cap.

You must identify/tag all of your power cords for each stand.

Employee Guidelines

The OC Fair is an equal opportunity employer and we expect all our exhibitors and concessionaires to follow the same guidelines. We also strive to maintain a quality professional atmosphere, so all employees must be appropriately clothed and conduct themselves in a professional and courteous manner at all times. Each exhibitor and concessionaire is ultimately responsible for any claims, liabilities and actions relating to the conduct and representation of their personnel.

Employment Development Department (EDD)

Your personnel needs can be met by contacting. For more information, phone (800) 300-5616, or view the EDD website at www.edd.ca.gov.

Megan's Law

You will be responsible for screening your own owners, managers, employees, and volunteers (18 years and older) for sexual offender registration using the Megan's Law online database. This applies to everyone who will be working on site in your exhibit/food operation during the fair. Please complete the Megan's Law Form listing the names of all employees/volunteers who will be working on site and have been screened. **This form must be submitted by June 10, 2009. Completion and submittal of this form is required prior to the issuing of Fair badges.**

Work Permit Law

If you employ youths under the age of 18, you are required by law to see that each one holds a valid work permit. You are also required to adhere strictly to all applicable child labor laws

Exhibit Design and Presentation

We have established design and presentation parameters that will create a festive yet professional atmosphere for our fairgoers. Your adherence to these guidelines is vital to the continued high-quality environment of the OC Fair.

Booth Standards:

There is an established and defined difference between a Fair and a swap meet or "flea-market". Set-ups and/or displays that resemble those found at swap meets and/or "flea-markets" are not acceptable.

- Aluminum poles, bamboo siding or plain folding tables, etc. are not permitted.
- Fair Management reserves the right to determine the appropriateness of a display or exhibit.
- Renters are required to submit a detailed drawing, picture or diagram of their proposed booth with their original application.

The Booth:

- **NO HAND-WRITTEN SIGNS**
- Never leave your booth unattended
- All booths must be kept clean at all times
- Store supplies or boxes out of view

Prior to installation, your exhibit design must match the approved application and photographs that you submitted.

You are not allowed to make any alterations, improvements or permanently affix any personal property to the premises. Utility connections are not considered permanent. Under no circumstances are you to paint, remodel or renovate the area without the approval of the OC Fair.

The Fair will not, under any circumstances, permit a renter to work on installation of exhibit during Fair's operating hours.

- Please be cooperative when setting up.
- Please do not block aisles in any manner.
- Please return any unused draperies, poles or stands to the check-in table.

Booth Decorating Materials

All renters must provide their own booth materials, supplies (i.e. chairs, tables, display cases, signs, lighting equipment, etc.) that meet with the applicable rules established by the Fair, County and State Agencies.

Construction of Commercial Booth

Renters may begin construction and installation of their exhibit the following days and times the week prior to opening day:
Note: The OC Fair is closed July 4th.

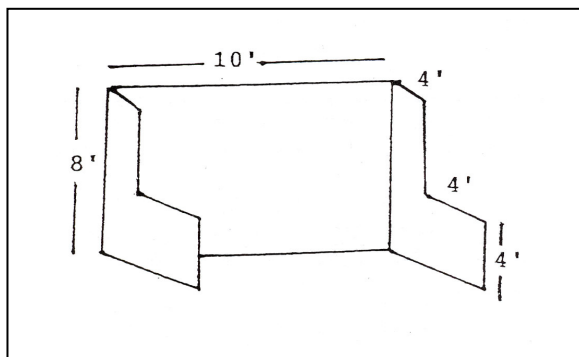
INSIDE SPACE: Check-in hours

<i>July 1, 2009 10am – 6pm</i>	<i>July 5, 2009 8am – 5pm</i>	<i>July 9, 2009 8am – 8pm</i>
<i>July 2, 2009 10am – 6pm</i>	<i>July 6, 2009 8am – 8pm</i>	<i>July 10, 2009 8am – 11pm</i>
<i>July 3, 2009 10am – 6pm</i>	<i>July 7, 2009 8am – 8pm</i>	
<i>July 4, 2009 CLOSED</i>	<i>July 8, 2009 8am – 8pm</i>	

Booth signage MUST have company name and/or a dba, as it appears on the Rental Agreement, displayed prominently in the booth at all times.

Booth Specifications

Carnival of Products (Building #10) & Festival of Products (Building #12): Will be supplied with pipe and drape exhibit booths, (see diagram). Draping will include a full back wall 8' high. Booth sides are restricted to a maximum height of 4' the first 4 feet from the aisle back. The remaining 4' may be a maximum of 8' high.



All Outside Space: To maintain uniformity and professionalism in displays, tents are rented through the OC Fair.

Booths (Inside)

No part of the exhibit shall extend beyond the step-down design or block the view to adjacent displays. Equipment such as lighting, electrical cords, carpet, tables and chairs in the booth is the responsibility of the exhibitor.

Any part of your exhibit, including signs, may not exceed the height of the back drapes. The exception being product such as flagpoles and ladders. Signs that exceed this height are not allowed.

General Exhibit Restrictions

- Merchandise displayed in the booth that obstructs the view of the adjacent exhibit.
- Exhibits extending beyond the contracted space.

Locator Cards

Locator cards are attached to the curtain wall of inside space booths, and the check in packet of outside locations

Inside spaces- Relocate card if needed so it remains in public view on the upper right corner of your display.

Outside spaces- Place card in public view in upper right hand corner of your display.

Screens

Food booths or stand must have visual screening to hide service and storage areas from public view. You must provide your own screens that are designed to look like the booth, food stand or trailer with similar artwork and colors. They must be big enough to completely surround the entire back service and storage area of the booth, stand or trailer. All trailers must have proper skirting around the perimeter to hide the under carriage, wheels, chassis, and trailer hitch. All equipment used to support your operation must be stored in the screened area. (i.e. Ice merchants)

Signage

- Inflatables are **not** allowed.
- **Handwritten signage is not allowed.**
- All signage must be approved by OC Fair.
- The Fair reserves the right to move, remove or relocate any sign deemed necessary.

Sound Devices

The use of amplification is a privilege, not a right. All sound producing devices such as radios, televisions, microphones, stereos and public address systems are subject to the approval of the Fair and will be controlled so they do not interfere with the public or your neighboring exhibitors and concessionaires.

All speakers must be in the rear of the booth or stand pointing down towards the ground and the microphone must remain at the level designated by the Fair. If interference exists or persists, the Fair reserves the right to revoke your privilege of using any sound devices at any time. Please see *Violation Process* for more information. **Bull horns are not allowed.**

Structures

All other structural designs must be pre-approved by the Commercial and Concessions Department.

Tents (Outside)

If your exhibit requires a tent, it must be rented through the OC Fair. "Pop-up" or "E-Z up" tents will not be allowed. **No tents, canopies, awnings or umbrellas are allowed in any buildings and tent structures are not allowed for food service.**

Theme

In order to enhance the fairgoers experience, a theme is chosen each year. Renters are encouraged to incorporate the theme into the booth's décor and personnel attire.

Evaluations

The evaluation process was designed to meet and maintain quality standards, not to guarantee an invitation to return to future fairs. **Applications are reviewed, and rental agreements are issued on a one year basis and at the sole discretion of Fair Management.**

The OC Fair always strives to produce a quality, attractive and family oriented event for our fairgoers by having the "best of the best" of vendors in the Fair Industry. With this in mind, all booths and stands will be photographed, evaluated and/or audited at least once during the Fair.

Evaluations are based on the general appearance of the booth, management practices, personnel and compliance with the rules and regulations outlined in this Handbook. It is your responsibility to familiarize your employees with the Handbook. A copy of each evaluation will be distributed on site upon completion.

Commercial Exhibitor evaluations will be based on the following, but are not limited to:

- Appropriate paperwork and payments completed in a timely manner
- Observation of hours of operation
- Company name & dba prominently displayed as listed on the Rental Agreement (R/A)
- Locator Card must be predominately displayed
- **Professional signage, not hand written**
- Items sold as listed on Rental Agreement
- Booth kept neat & clean at all times
- Business and merchandise confined within the designated rented area
- Product pricing clearly marked and/or handout available
- Lead generating exhibitors must post a "starting at" price (clearly marked and/or handout)
- Refund/Exchange policy predominantly visible in booth
- Overall booth appearance
- Booth/Area set up within assigned space
- Staff appropriately attired & neatly groomed
- Staff not smoking, consuming alcoholic beverages or wearing alcohol wristband
- Booth properly staffed for size
- Customer service and consideration of neighboring booths
- Booth staff wearing an OC Fair issued name badges all hours of the Fair (OC Fair photo ID badge is acceptable)

Concessionaire evaluations will be based on the following, but are not limited to:

- Observation of hours of operation
- Appropriate paperwork and payments completed in a timely manner
- Company name & dba prominently displayed as listed on the Rental Agreement (R/A)

- Professional signage, not hand written
- Menu and menu prices clearly visible. Pricing must include sales tax.
- Attractive and clean appearance
- Cleanliness of condiment, inside and prep/storage and seating areas
- Food properly stored and/or refrigerated
- Sewage/waste water properly disposed
- Proper fly control and prevention
- Business conducted within assigned space, noise level reasonable
- Cooperating with neighboring stands
- Stand appearance that meets the OC Fair Management standards
- Revenue expectations
- Booth staff wearing an OC Fair issued name badges all hours of the Fair (OC Fair photo ID badge is acceptable)
- Issuing customer receipts

Personnel & Customer Service

- No part of register will be blocked from public view.
- Ringing of each sale and closing cash drawer after each transaction.
- Personnel wearing a nametag or ID badge and uniform (shirt, apron, or hat) w/concession name.
- Courteous, responsive, professional, neat and well groomed personnel.
- Adherence to “no smoking”, eating, chewing gum and/or drinking of alcohol in booth.

F

Fire Marshal Regulations

The State Fire Marshal (SFM) has jurisdiction at the OC Fair. The following guidelines are provided for your convenience. For a complete listing of applicable SFM regulations visit the website at www.fire.ca.gov/FireMarshal.

- SFM may enter any portion of any exhibit space or booth on the grounds of the OC Fair at any time for the purpose of inspecting the premises for fire and life-safety.
- No display or exhibit shall be installed or operated that will interfere in any way with access to any exit or with the visibility of any exit sign.
- No display shall block access to fire fighting equipment, such as fire extinguisher stations, fire alarm pull station, fire hose cabinets and fire hydrants.
- No display, exhibit, booth or temporary construction shall be built of highly combustible material.
- Any paper or fabric used in displays or exhibits must be fire resistant or treated with an approved fire retardant solution prior to use. All draped, hanging curtains and other decorative material, including Christmas trees, that would tend to increase the fire and panic hazard must be made from nonflammable materials or treated and maintained in a flame-retardant condition by means of a flame-retardant solution process approved by the SFM. Documentation must be maintained of the flame-retardant product(s) used.
- Electrical equipment and installation will be inspected and approved by a qualified person acceptable to SFM.
- The use and handling of any flammable or combustible liquid will be subject to approval by SFM. Location of such material will be noted.
- Location and use of portable containers of Liquefied Petroleum Gas (LPG) or other compressed gas cylinders inside buildings or tents is subject to approval by SFM.

- Cooking performed by a Commercial Exhibitor may be allowed only in approved locations with approved equipment. Prior approval by SFM is required.
- No open flames are allowed.
- Bark dust or like material must be kept moist at all times
- All concession stands must have an approved fire extinguisher with a minimum rating of 10-BC. All portable fire extinguishers must be serviced annually by a licensed California Fire Extinguisher company. See Off Grounds Services List.
- A California licensed company must service all Automatic Fire Extinguishing Systems (Hood System) every six (6) months. The company performing the service must be licensed by the California State Fire Marshal's Office and possess an Automatic Systems License or possess a C-16 license issued by the California State Contractors Licensing Board.

The following fire and life-safety requirements shall be applicable for all tents, awnings and fabric-covered enclosures. Locations and use of items is subject to approval by both the OC Fair and SFM.

- All tents, awnings and other fabric-covered enclosure must be made from a nonflammable material or treated and maintained in an approved flame-retardant condition. Documentation must be maintained with the tent or awning.
- All tents occupied by 11 or more people must bear the seal of the SFM.
- No smoking is allowed in the tent. NO SMOKING signs must be posted.
- No vehicles are to park on a street closer than 20 feet from the tent or within 100 feet of a tent unless it is necessary for the operation of the tent.
- No open flame device will be permitted in any tent or tent structure.

Exiting

Exits, aisles, ramps, corridors and passageways shall not be blocked or have their required width obstructed in any manner by vehicles, turnstiles, exhibits or concessions, chairs, equipment, or anything whatsoever; including people.

Food Safety Certification

Being Food Safety Certified means you or at least one of your employees will have a basic knowledge as to the causes of food borne illness and its prevention, pass an approved examination and possess a valid certificate in food safety. For details see *Health Department*.

Food Sampling

If you are selling or handing out samples of prepared or pre-packaged food products you must follow all guidelines outlined in this book and set by any governing agencies.

Beverage samples are limited to a 2 oz. serving or package. Alcohol sampling is not allowed.

See *Health Department* for more information.

G

Golf Carts and Scooters

All carts and scooters must be properly permitted by the OC Fair. Prior to bringing a cart onto the grounds submit a permit request and the appropriate fees. You must affix the golf cart permit to the front of your cart prior to use so that it is easily visible. All non-current permits must be removed or covered. Any cart without a permit will not be allowed access to the fairgrounds.

Golf carts are not allowed on the fairgrounds at any time during public hours and must adhere to vehicle guidelines. To insure a safe environment for the public and all employees, the following safety guidelines apply to all electric and gas golf carts and scooters:

- Only licensed drivers listed on the cart application are permitted to drive a cart.
- Carts are to be driven safely and at a reasonable speed at all times.
- Open alcoholic beverage containers are not allowed on any cart.
- Drivers are not to be under the influence of drugs or alcohol.
- Pedestrians always have the right-of-way over carts. Drivers are to be courteous and patient.
- Carts are never to be driven inside any building or structure.
- All cart users must abide by all instructions from the OC Fair Management regarding cart usage on the grounds.
- All passengers must be seated with hands & feet on the cart.

Failure to abide by any of the above rules will result in revoking of cart permit without refund for the remainder of the Fair.

Government Regulations

Your exhibit or concession must be conducted in a manner that strictly conforms with all applicable:

- Laws of federal, state and local authorities
- Public safety and fire regulations
- Rules and regulations of state and local health authorities, including but not limited to copyrights, patents, trade names, and trade marks

You are required to pay all requisite deposits, fees and taxes, including possessory interest tax, which may be levied by the County of Orange. You must also obtain all licenses applicable to the operation of your exhibit, and are responsible for any other city, county and state permits and licenses required by law.

Gratuities

If any OC Fair employees or officers ask you for free gifts or services such as money, food, merchandise or free rides, report it to the Commercial & Concessions Office immediately. Contractors are not expected to offer nor are they obligated to extend free or discounted merchandise or food to employees and Directors of the 32nd District Agricultural Association (OC Fair).

There will be no placing of “tip” jars, towels on counter tops or anything written that encourages tips. Though tips may be gratefully accepted, the solicitation of “tips” either visually or vocally on the grounds is strictly prohibited.

Grease

Grease is never to be poured into rubbish barrels, dumpsters, cardboard boxes or drains.

The grease barrel program for the OC Fair will be as follows:

- There will be a “Grease Barrels” sign up sheet located in the Maintenance Operations Office.
- Maintenance staff will distribute requested empty barrels.
- Facility Operations will provide the grease removal company with a map showing the locations where the maintenance staff delivered the empty grease barrels. It is important that concessionaires sign up on the “Grease Barrel” list and let the maintenance staff deliver the empty barrels to their stands to assure their location gets marked on the map. If concessionaires help themselves to the empty barrels, their location will not be marked on the map and the grease removal company will not know to pickup their full barrels.**
- All concessionaires are to dispose of grease into the grease barrels. Maintenance staff will not pick up any grease containers placed out with trash for pick up.
- The grease removal company will pickup full grease barrels on the following dates:
 - Mondays, July 13, 20, 27 and August 3
 - Fridays, July 17, 24, 31 and August 7

****Full barrels are exchanged, not pumped. Gates or access entrances must be available for easy removal by the grease vendor.**

H

Handbook

By this reference, the Handbook is incorporated into and becomes a part of the signed Rental Agreement. By signing the Agreement, the Renter agrees to abide by the Rules and Regulations of the Handbook. It is also agreed and assured that all employees have been made aware of its contents.

Health Department

If you are selling or handing out samples of prepared or pre-packaged food products you must follow all guidelines outlined in this book as well as those set by any governing agencies including but not limited to the Orange County Health Department.

Exhibitors such as food, cookware and health demonstrations, etc., and food concessionaires are required to have an Orange County Health Department Permit. This permit may be obtained in person at the office of:

Orange County Health Department
1241 Dyer Road
Santa Ana, CA 92705
(714) 433-6000

Or this permit may also be obtained by mail: P.O. Box 355, Santa Ana, CA 92702.
There is a fee for the permit.

Food Safety Certification

Food Safety Certified means you or at least one of your employees has a basic knowledge as to the causes of food borne illness and its prevention, has passed an approved examination and possesses a valid certificate in food safety.

California Law requires that at least one owner/manager of each food concession be Food Safety Certified by an approved program. If your trained staff member should leave, you have 60 days to certify another staff member. If you sell only pre-packaged food or beverages such as dried fruit, nuts, jerky and bottled or canned beverages you are not required to be certified. **A copy of the certification is to be on file with the Commercial & Concessions Office.**

Certificates must be renewed prior to expiration and a new copy submitted to the Commercial & Concessions Office.

Certified food safety testing providers:

- American Food Safety Institute (800) 723-3873
- California Food Handlers School (800) 510-0525
- California Restaurant Association (800) 794-4272
- Food Safety Now (800) 396-1417
- National Restaurant Association (800) 765-2122

Drink Refills

Please observe the proper procedure for drink refills as stated in the *Beverages* section.

Hours of Operation

You are required to be open all hours of the Fair as stated under Hour & Admission prices. That means being ready for customers when the Fair opens each day and remaining open until the closing times or as long as necessary to serve our fairgoers. **All buildings will be locked and secured on Mondays and Tuesdays, with no access allowed.** Please refer to front of the Handbook for specific operating hours.

I

Insurance

Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the agreement 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, or California Exposition and State Fair, 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, or California Exposition and State Fair, 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. **Coverage's:**

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.

In addition to the foregoing, Contractor shall provide a certified copy of an additional insured endorsement to the District, Forms ISO CG 2005, 2010, 2012, 2024, showing the State of California, the 32nd District Agricultural Association, the OC Fair and Exposition Center, and their agents, directors, officers, servants, and employees are made additional insured's on Contractor's general liability insurance policy and automobile liability policy.

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: A statement by the insurance company that it will not cancel or reduce the limits or coverage's of said policy or policies without giving 30 days prior written notice to the named certificate holder.
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.
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.

J

Janitorial Services

The OC Fair provides janitorial service for aisles in the buildings and areas used by the public. However, it is up to you to keep your booth or stand clean and clear of debris. You are also responsible for the service, maintenance, and landscaping of your assigned space. For more information, see *Cleanliness*.

L

Late Fees

Payments postmarked after the due date will be subject to a late fee of \$100 per payment.

Liability

The OC Fair is not responsible for loss or damage to your property. The parties agree that the Agreement does not convey, demise or let any interest of the OC Fair in any real property, and occupancy of premises by Exhibitor/Concessionaire, the acceptance of rent or commission by the OC Fair during the term of, or under any holdover under, this Agreement shall not confer on Exhibitor/Concessionaire any title, interest, or right in real property against the OC Fair & Event Center as to "premises."

Load-in and Set-up (Pre Fair)

- Enter through Gate 4 on Arlington Dr. You will need to park in Lot F and walk to the East End of Building 10 to pick up your check-in packet, which contains your load-in pass and parking passes.
- Satisfy all your preliminary requirements in advance. You will not be allowed to pick up any passes or open for business until all preliminary requirements such as insurance, payments, licenses, and other requirements set forth in the Agreement are on file with the Commercial & Concessions Office. An Agreement may be terminated if any one of the preliminary requirements is not properly fulfilled prior to load-in and set-up.

Pre Fair Check-in & Set-up Hours (Buildings #10, #12, & POP)

INSIDE SPACE: Check-in hours

July 1, 2009 10am – 6pm

July 5, 2009 8am – 5pm

July 9, 2009 8am – 8pm

July 2, 2009 10am – 6pm

July 6, 2009 8am – 8pm

July 10, 2009 8am – 11pm

July 3, 2009 10am – 6pm

July 7, 2009 8am – 8pm

July 4, 2009 CLOSED

July 8, 2009 8am – 8pm

Renters may begin construction and installation of their exhibit the following days and times the week prior to opening day:
Note: The OC Fair is closed July 4th.

Load-out (Post Fair)

Final Sunday Move-out/Tear-down

Move-out or teardown is not permitted prior to 11:00 PM (inside booths) on closing night.

Move-out or teardown is not permitted prior to 12Midnight or later (outside booths) on closing night.

Failure to comply may affect future participation in the Fair.

Building #10, #12 & POP Procedures

The buildings will be closed and locked at 11:00 pm to clear the buildings of patrons. For security purposes, minimal doors will be opened at approximately midnight for anyone hand-carting merchandise.

Outside Procedures

The outside exhibitors remain open until 12 Midnight, but have the option of staying open later if they are still doing business.

For safety purposes, vehicles will be permitted on grounds once Parking and Department of Public Safety determine it is safe to do so, **generally no earlier than 1:00 am** or when deemed clear of patrons. Staging and exit instructions will be distributed on closing day.

Anyone exiting with merchandise, equipment, or materials, is required to surrender a *release slip* for each time a contractor leaves the fairgrounds on closing night.

It is recommended that all valuables be removed closing night.

Release slips will be available in the Courtesy Booth closing day.

THE OC FAIR IS NOT RESPONSIBLE FOR LOSSES OR DAMAGES.

All tear down and removal of property must be completed by Noon on Tuesday after Fair. The Carnival of Products, Festival of Products and Parade of Products areas may be accessed during normal business hours - **8:00 am to 5:00 pm on Monday and 8:00 am to Noon on Tuesday.**

If a renter fails to do this, the Fair may remove such exhibit materials or concession stand to a holding area at the renter's risk and expense.

ADDITIONAL FEES WILL BE ASSESSED TO VENDORS NOT RETURNING THEIR SPACE TO THE MOVE IN CONDITION. DUMPSTERS WILL BE PROVIDED AT VARIOUS LOCATIONS TO ACCOMMODATE TRASH DURING TEARDOWN. YOUR COOPERATION IS APPRECIATED.

Lodging

The OC Fair has partnerships with several area hotels. For a complete listing see the Hotel Partners section of our web site. Vanguard University, which is located across from the Fair Site, has made limited arrangements for rooms also. If interested, please contact Chris Gordon at (714) 966-5483 or cgordon@vanguard.edu.

For RV parking, refer to *RV Accommodations*.

M

Megan's Law

Please see page 11 under Employee Guidelines.

Menus & Pricing

If your operation requires a menu, it must be easily visible and legible from the front of your stand. You must also visibly display any special promotion(s) and Health Department signs required or distributed by the OC Fair.

All menus must be submitted in advance to the Commercial & Concessions office. Each menu must include a list of items for sale and their prices, including the current Orange County Sales Tax.

Should you wish to change your menu, all changes must be justified and pre-approved in writing by the Commercial & Concessions Department. Submit all changes to the Commercial & Concessions Office.

Soft drinks and bottled water shall comply with standard portions as approved by the Fair. Refer to Beverages for cup size and pricing.

Merchandise

Only approved items listed on your Rental Agreement may be sold.

You are not allowed to sell, give away or display any items not specified in your Agreement. It is our goal to keep a diverse mix of products in the Fair

Microphones

Are a privilege, not a right and will be monitored closely. Refer to Sound Devices under *Exhibit Design and Presentation* for more information.

Motorized Vehicles

Any motorized vehicle that is part of your display must be approved by the OC Fair in advance and remain in place during the entire Fair. If you are exhibiting vehicles powered by internal combustion gasoline engines inside buildings please follow these guidelines:

- Gasoline must be drained from the tank allowing only enough fuel to enable the vehicle to drive in and out of the building. (No more than 1/4 tank of gasoline.)
- To deter removal, the gas cap must be taped in place.
- The battery or batteries must be disconnected and terminals must be taped with electrical tape.
- Vehicles must be inspected by OC Fair management.
- Vehicles must be available for inspection by the State Fire Marshal at all times.

N

Novelty Items

Covered under the Fair's major Novelty Concession Agreement, the following items are prohibited from sale or distribution by other contractors unless preapproved by the OC Fair.

Included, but not limited to: T-shirts, hats, balloons, patches, trinkets, buttons, inflatable toys, glow-in-the-dark items, and stickers.

O

Offensive Items

The OC Fair is a Family Venue. As such, we reserve the right to prohibit the sale, rental or display of any item that we reasonably deem objectionable from the standpoint of taste, quality or compatibility with the OC Fair. Some items that will not be considered for sale, giveaway or rental include but are not limited to: stun guns, switch blades, brass-knuckles, lasers, high-powered water guns, rubber band guns, toy guns, stickers, or pornographic and drug-related items.

P

Parking

Vehicles will **not** be allowed inside buildings, at any time, for any reason.

- Parking lots and roadways will be under the exclusive and absolute control of the Fair.
- All parking on the fairgrounds must be in designated parking areas, with a proper permit.
- Streets must be kept open for police, fire, ambulance and other emergency units as well as for Fair maintenance.

Exhibitor & Concessionaire Parking

Vendors will be parked off-site in designated lots on Adams and Orange Coast College. Vendors shall not park in public parking areas on a day open to the public. Vendor issued badges will not be accepted at public gates (Blue, Green & Yellow). Vendor access shall be limited to Gate 5 off Arlington.

Upon request, reserved vendor parking space at the Davis School may be available for an additional fee during the Fair. Reservations for a parking space are on a first come first served basis.

Liability Limitations of Parking

The Fair hereby declares it is not responsible for fire, theft, damage to or loss of vehicles, or articles left therein. Any person visiting the fairgrounds premises, who parks in any non-designated area, does so at his own risk, and is subject to towing and storage fees.

SKATEBOARDS, SCOOTERS, ROLLER SKATES/BLADES/SHOES/HEELYS are strictly prohibited.

Overnight Parking

Overnight parking is a convenience offered to contractors who must leave a vehicle overnight. *THIS IS NOT INTENDED FOR ADDITIONAL STOCK VEHICLE PARKING.*

It is necessary to obtain an "OVERNIGHT PARKING PERMIT" from the Courtesy Booth for any vehicle left overnight. Permits may be issued at Fair's discretion.

Vehicles parked overnight without an Overnight Parking Permit are subject to towing at vendors expense.

Stock Trucks

Stock truck parking space may be purchased and is assigned on a first-come, first-served basis.

Stock trucks are NOT permitted in the campgrounds.

Photocopies

Refer to *Business Center* for details.

Possessory Interest

Rentor recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Rentor may be subject to the payment or property taxes levied on such interest.

Postal Service

In-coming and Out-going mail may be processed at the Business Center/Courtesy Booth.

Power Conservation

If you're not from California, then you should be aware that we're serious about "flexing our power" to conserve. Power conservation is mandatory and Fair staff will be monitoring everyone for compliance. Violators will have their power cords disconnected, so please be sure you follow these guidelines:

- All lights and other non-essential equipment must be turned off when the Fair closes each day.
- Outside light usage should be kept to a minimum during daylight hours.
- **Only one hot tub or spa will be allowed to heat water with land power.**
- Any device not used as part of an exhibit/concession (such as a coffee pot, microwave, refrigerator, toaster oven, or any electrical appliance) is not allowed. The Fair reserves the right to have these appliances removed from the premise.

Propane

The OC Fair does not provide propane service. If you require propane, you will need to make your own arrangements. Please see the local purveyors list on our web site.

Propane lines and piping must be approved by the OC Fair. All gas lines/pipes must have a valve at the entry to the concession and you must turn off the gas supply at closing time each night. All compressed gas cylinders, full or empty, must be secured to prevent tipping or falling over.

Purveyors/Suppliers

Purveyors not approved prior to the opening of the Fair will not have access to the grounds to make deliveries. Each purveyor must have an application and insurance information on file with the Commercial & Concessions Office. If your purveyor is not on the approved list, please have them contact the Commercial & Concessions Office at (714) 708-1573.

R

Rain

In case of rain, all outside stands and booths may cover up to protect merchandise. Once the rain stops you will need to immediately remove the covers and re-open your operation for the remainder of the day.

Refills

Drink Refills will be done in OC Fair souvenir cups only, past and present designs or any vendor that has received pre-approval from the OC Fair.

For information about drink refills, see *Beverages*.

Refunds

Rental space fees are non-refundable except for the following reasons:

1. If the Fair deems it necessary to re-locate a space and contractor is not in agreement, the contract will be terminated. A refund of monies paid, less any applicable fees, will be refunded.
2. If the Fair is notified in advance of a no-show, an attempt will be made to resell the space. If space is resold a refund will be given, less a 25% administration fee, with the following exceptions:
 - Space is resold for less than the original fee – **NO REFUND**.

Returned Checks

If you write a check that is returned for any reason, your check-writing privileges will be lost and an administrative fee of \$50.00 will be charged.

RV Accommodation

No Tent Camping will be permitted in the RV Park or anywhere on OC Fair property.

RV space may be purchased for the Fair. Spaces are limited and assigned on a first-come, first-served basis.

The RV Park is offered to contractors as a convenience. This area is not set up for full service. Alternative arrangements are recommended if complete and unlimited utilities and services are desired.

The RV spaces are designed to accommodate one camping vehicle. All additional vehicles will be parked off site in a designated area. Stock truck parking is located at the Davis Parking Lot, with paid permit required.

Confirmed RV passes are included in the credential packet. The RV Park Access pass does not allow for parking.

It is necessary to bring a heavy-duty 50-foot extension cord to connect to the electrical box.

Water lines with faucets are placed at approximately 40-foot intervals. It is each camper's responsibility to have enough hose and a "y" fitting for the water connection.

A sanitation truck will be on grounds to pump holding tanks. The truck will pump every other day unless the "Do Not Pump Today" sign is displayed in the roadway-facing window. It is prohibited to allow waste or gray water to drain on the ground. Anyone dumping waste or gray water on the ground will be asked to leave the RV Park immediately without a refund.

CAMPERS ARE REQUIRED TO CAP ALL SEWER HOSES. ANYONE NOT IN COMPLIANCE WILL BE TOWED FROM THE FAIRGROUNDS AT THE OWNER'S EXPENSE.

Electricity provided is for lighting only (four amps). There is not adequate electricity to power air conditioners. Anyone requiring air conditioning is advised to find alternate camping facilities.

The overnight vehicle permit allows a vehicle to remain in the specified parking lot overnight. Any vehicle without a permit that remains on grounds overnight will be towed.

To make the RV Park experience as pleasant as possible, a RV Park Supervisor is available to assist with locating RV spaces and address RV camping concerns. Comments or suggestions are welcomed.

All persons staying in the RV Park must have an OC Fair issued photo ID and sticker.

All vehicles must vacate the RV Park by 12:00 noon on the Tuesday after the Fair. **No exceptions will be made.** Vehicles left on grounds after this time will be towed at the owner's expense.

Animals in the RV Park

- All dogs/animals are required to be fenced or caged within the RV space. The fence must be securely in place at all times.
- Animals must be kept on a leash at all times when out of the secured RV space.
- Anyone bringing a dog/animal into the RV Park must cleanup after it. Disposable bags to assist with this requirement are provided for convenience. These bags are located in a dispenser attached to the fence by the RV Park entrance. Non-compliance with this requirement will result in loss of pet privileges.
- Animals unless used in a display as an exhibit are not allowed within the Fair Zone.
- All above regulations will be strictly enforced.

Assistance Dogs are the only exception to this policy.

S

Safety

Operating forklift:

Must wear hard hat ANSI class A

Must wear seat belt

No carrying passengers

Driver's area will remain unobstructed to maintain safe & proper operation of equipment (no storage of stock, objects, etc.)

Must have proper passenger carriage when lifting person

No standing/ persons on forks while operating

Check propane

Check oil

Roller Skates/Blades, Skateboards, Razor Scooters, Bikes, Other Wheeled Conveyances:

State law prohibits the riding, operation or use of roller skates/ blades, skateboards, razor scooters and bikes within the fairgrounds. Wheeled conveyances operated by handicapped person are exempt from this law.

Security

Please do not leave your booth or stand unattended at any time during operating hours. You should also cover all valuable items when leaving the building after closing.

Roving security guards will be on duty from closing until buildings open to the public the following day. Valuable items that are easily portable such as televisions and VCR's should be removed from outdoor booths or properly secured and concealed after closing.

Please note that the OC Fair is not responsible for lost, damaged or stolen merchandise. It is a good idea to obtain a temporary insurance policy to cover your displays for the period of the Fair. Losses or infractions should be reported to the OC Fair Security at (714) 708-1588 immediately upon detection.

Sewer Connections

All drain and sewer connections will be done in accordance with the OC Fair approval. All sewer lines have been cleaned and prepared for your connection in advance of your arrival. If your line backs up we will work with you to assist in the repair.

Smoking

As a State facility, the OC Fair does not permit smoking in any covered structure or building.

Space Location

Locations are assigned on an annual basis and returning exhibitors and concessionaires may submit a written request for a different location. Should space become available we will be happy to consider your request. Space assignment is reserved at the discretion of the OC Fair.

Storage

The OC Fair does not provide storage. All excess boxes, cartons, spa covers and/or merchandise must be in an enclosed storage area within your assigned space and out of public view.

Dead storage for equipment not being used during the OC Fair is available off site. If you have any vehicles, trailers or hitches not needed during the Fair, they must be stored in Dead Storage. If this equipment is found parked at any other location on the fairgrounds, it will be towed at the owner's expense. Though the area is fenced and locked, the OC Fair assumes no liability for stored equipment. For exact details, contact the Commercial & Concessions Office.

Sub-Leasing

Your assigned space is for your exclusive use only.

Contractor is ***prohibited from:***

- Sub-letting a whole or part of the space allotted for selling/exhibiting anything other than what is specified on the Rental Agreement.
- Distributing literature or any advertising materials containing individuals, dealers, manufacturers, or distributors.
- Allowing another person/company to display/sell from the space.
- Obtaining mailing lists for use other than by their own Company.
- Consigning goods or services.

Any person conducting business with the Fair, by any name other than that on the original application, must justify concern with sub-leasing. ***Contractors found violating this policy may be removed from the Fair immediately and denied privileges at any future fairs.***

T

Telephone Service

Telephone service is available by calling:

AT&T, Monday-Friday 8:00 am–5:00 pm (PST) @ (800) 339-3204.

Orders must be placed **no later than two (2) weeks before the requested installation date. You will need to supply a phone.**

Provide the following information to SBC:

Location:

OC Fair & Event Center
88 Fair Drive, Costa Mesa 92626

Bldg./Booth #: i.e. Bldg. #10, Booth #107 or Livestock Lane, Space 37

Connect Date: Monday through Friday **Only**
(need not be present)

Disconnect Date: Monday - Friday **Only**
(need not be present)

Billing Information: DO NOT GIVE 88 FAIR DRIVE AS YOUR BILLING ADDRESS.

Please notify the Commercial & Concessions Office of all on-site telephone numbers.

For fast service on repair problems, call

(800) 332-1321 (24 hours)

Tents

Refer to *Exhibit Design & Presentation* for more details.

Tips

There will be no placing of “tip” jars, towels on counter top or anything written that encourages tips. Though tips may be gratefully accepted, the solicitation of “tips” either visually or vocally on the grounds is strictly prohibited.

Trash

Appropriate containers are placed throughout the grounds for your convenience. Please break down boxes and stack next to trash bins or dumpsters.

U

Uniforms

Required for Concessions. Please see guidelines in *Evaluation* section.

UPS Service

Because the Fair does not have warehouse facilities, we are unable to accept any deliveries prior to July 3rd. Anything sent prior to this date will be **RETURNED TO SENDER**.

All prepaid shipments and mail should be addressed to:

<p>Contractor's <u>COMPANY</u> Name Contractor's Name c/o OC Fair & EVENT CENTER Commercial & Concession Department 88 Fair Drive Costa Mesa, CA 92626</p>

The receiving area is in the Maintenance Yard for UPS, etc. and is to be picked up daily.

C.O.D.'s

Contractors expecting packages to be delivered C.O.D.; should be in the maintenance yard between 9:00 am to 10:00 am; make prior arrangements with the office in the maintenance yard prior to Fair opening.

The Fair is not responsible for merchandise, even though signed for by Fair personnel.

V

Violation Notices

This Handbook is part of your Agreement. Non-compliance with any part of this book is considered a breach of Agreement and may be cause for termination.

Violations of Rules & Regulations set forth in this Handbook may result in:

- **First Violation** - verbal and written warning.
- **Second Violation** - \$50.00 fine. Payable prior to opening of exhibit the next day.
- **Third Violation** – Will jeopardize invitations to future OC Fairs.
- **Fourth Violation** – Rental Agreement immediately cancelled and the vendor escorted off the Fairgrounds without refund.

W

Water Hoses

Water hoses must be NSF green or NSF approved with green tape that can clearly be identified by the County Health Department inspectors. No garden hoses are permitted.

Western Fairs Association

Western Fairs Association (WFA) cards are accepted as admission to all gates. Refer to *Credentials* for more details.

Wi-Fi

May be purchased once on site by logging onto www.ocfair.com

Wi-Fi is intended for general purposes of surfing and not to support credit card transactions. Credit card machines require dedicated phone lines. Please refer to Telephone Service and contact the Convention Services Division directly.

Work Permits

If you employ youths under the age of 18 you are required by law to see that each one holds a valid work permit. You are also required to adhere strictly to all applicable child labor laws.

Worker's Compensation Insurance

It is your responsibility as an employer to comply with State law and obtain Worker's Compensation Insurance. For details see Employee Guidelines.