

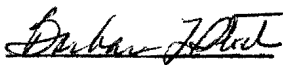
APPROVAL AS TO FORM

This is to certify that the undersigned, ^{Asst.}~~Deputy~~ County Counsel, has reviewed this contract template for:

Exhibit Space

Orange County Program 2010 OCFair

and has approved it as to form. This approval is valid only in accordance with an action of the Board of Supervisors authorizing the use of this contract template.


Asst. ~~Deputy~~ County Counsel
County of Orange

**AGREEMENT FOR EXHIBIT SPACE
Orange County Program – 2010 OC Fair**

This agreement by and between the **County of Orange**, herein after called the Exhibitor, and OC Fair & Event Center called the Fair, witness,

1. That the Fair, for and in consideration of the promised herein contained and the faithful performance by Exhibitor of such promised, hereby grant to the Exhibitor the sole right to use for the period of the OC Fair, assigned exhibit space in the Orange County Program on the fairgrounds.
2. That the rules and regulations printed in Exhibits "A", "B", "D" are made a part of this agreement as though fully incorporated herein and that the Exhibitor agrees that he has read these agreements, the conditions, rules and regulations and understands that they shall apply unless amended by mutual consent in writing of the parties hereto.
3. That the Exhibitor agrees to indemnify and hold harmless the State of California, the Fair, their officers, agents, servants and employees from any damage, injury or loss to any person or persons including but not limited to loss of property or merchandise, caused by arising out of or in any way connected with the exercise by the Exhibitor of the privileges herein granted.
4. That this agreement permits the use of exhibit space and booth equipment for exhibit purposes only; and the Exhibitor understands that if the privilege of distributing any articles or merchandise is desired, or if the privilege to operate machinery or other appliances in motion, or to use sound amplification equipment in connection with said exhibit may be desired, separate application therefore must be made to and written permission secured from the Fair. The acceptance by the Fair agreement does not include the granting of such privileges unless specified herein.
5. That is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alteration or variations of the terms hereof, shall be binding on any of the parties hereto.
6. This agreement is not binding upon the Fair until it has been duly accepted and signed by its authorized representative.
7. In the event that the Exhibitor has a problem complying with terms of this agreement he/she should contact the Program Coordinator.
8. That **exhibit set up is Saturday July 10 and Monday July 12, from 9 am – 3 pm.**
9. Exhibit booth to be staffed by Exhibitor from noon to 11 pm Wednesday through Friday and 10 am. to 11 pm. on Saturdays and Sundays of the fair. Kiosks to be staffed unless otherwise indicated on application as **not staffed** or **staffed part-time**. If part-time, a staff schedule must be submitted pre-fair to OC Program Coordinator. **Fair will be closed Mondays and Tuesdays. Exhibits to be removed Monday, August 16, 2010, between 9 am. - 3 pm.**

**Friends of Fair Day will be Wednesday, July 21. ALL exhibits must be open at 9:30 am
Seniors Days will be on Fridays (July 23, 30 and August 6 & 13)
Kids Days will be every Thursday (July 22, 29 and August 5 and August 12)**

By _____
Joan Hamill
Community Relations Director
OC Fair & Event Center
88 Fair Drive
Costa Mesa, CA 92626

By _____
Title _____
Organization Name: _____
Address _____

OC FAIR EXHIBIT DEPARTMENT
EXHIBIT "A"
RULES AND REGULATIONS FOR EXHIBIT SPACE 2010

1. No exhibitor will be allowed to open until all requirements herein set forth have been complied with.
2. Exhibitor will exhibit in an orderly manner; will deposit all rubbish, garbage, paper, etc. in receptacles provided by the Fair for such purposes.
3. All buildings, tents, or enclosures erected, as part of an exhibit must have the prior approval of the Fair and local fire authorities.
4. All aisle space belongs to the Fair and all activities of the exhibitor; his agents, employees or representatives must be confined within the allotted space unless otherwise approved by the Fair.
5. All sound producing devices used by the exhibitor within or outside his space must be of such nature and must be so operated as not to cause annoyance or inconvenience to patrons or other exhibitors. The decision of the Fair as to the desirability of any such sound-producing device shall be final and conclusive. Sound amplification equipment may be installed only by first obtaining written permission of the OC Program Coordinator.
6. Exhibitor is entirely responsible for the space allotted to Exhibitor and agrees to reimburse the Fair for any damage to the real property, equipment, or grounds used in connection with the space allotted. Reasonable wear and tear and damage from causes beyond Exhibitors' control, excepted.
7. The OC Program space will be secured, which will provide for reasonable protection of the property of the exhibitor, but the Fair shall not be responsible for loss or damage to the property of the Exhibitor. OC Fair will not have security personnel stationed inside the exhibit area over night.
8. Failure of the Fair to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
9. The Fair shall have the privilege of inspecting the exhibit covered by this agreement at any time or at all times.
10. The parties hereto agree that Exhibitor and any agents and employees of Exhibitor in the performance of this agreement, shall act in an independent capacity and not as officers or employees of the Fair.
11. Time is of the essence of each and all the provisions of this agreement, and the provisions of this agreement shall extend to and be binding upon and insure to be benefit of the heirs, executors, administrators, successors, and assign's of the respective parties hereto.

I HAVE READ AND UNDERSTAND THESE RULES

Exhibitor/Contractor Signature

Date

OC FAIR EXHIBIT DEPARTMENT
EXHIBIT "B"
RULES AND REGULATIONS GOVERNING EXHIBIT SPACE 2010

EXHIBIT SETUP & TEAR DOWN

1. Admission and parking tickets may **NOT** be picked up until all paperwork is in and approved.
2. You may not start to set-up until all paperwork is in and approved.
3. Exhibits must be installed by **3 pm, Monday July 12**. They must remain in place until Monday August 16. Small, hand carried items may be removed by the last shift at closing time on **Sunday August 15**. The OC Program exhibit area will close at 11:00 pm, Sunday August 15. **No cars will be allowed on the fairgrounds.**
4. **Setup schedule is Saturday July 10 and Monday July 12, from 9 am – 3pm. Materials used** in decorating exhibits must be non-flammable or treated with flame retardant. Exhibits are to be brought into the exhibit area in as complete condition as possible.
5. The Fair will be unable to loan any ladders/tools because of safety and liability issues.
6. Booth exhibits cannot obstruct the overall view in the building. The back wall of the exhibit cannot be higher than 12ft. and side walls 4ft. If either wall exceeds this measurement, you will be asked to remove them.
7. The Fair management must approve electrical wiring. Use only heavy-duty extension cords and make sure they are marked with your identification.
8. Avoid trip hazards. All cords and carpeting are to be taped down. Boxes and other paraphernalia are not to be in areas where people walk. Aisles must remain clear at all times.
9. Setup of VCR or slide presentations should be at least 1 ½ft. from the front of the exhibit to allow for better viewing and less congestion of the aisles.
10. No vehicle may enter or leave the grounds during the Fair's operating hours. In the mornings, vehicles may bring in more supplies, but must be off the Fairgrounds one hour before the Fair opens.
11. The Orange County Program will be open for exhibitors only 1-1/2 hours before Fair opens each day unless a special request has been turned into the office. Please turn in the special request to the office by 2 pm the day before, so the building can be opened if needed.

EXHIBIT "B" (Cont.)

STAFFING

1. Exhibit booths must be staffed during the entire Fair. Exhibits should never be left unattended at any time. The exhibit area will be open to the public from noon - 11:00 pm Wednesday through Friday and 10:00 am. - 11:00 pm. Saturdays and Sundays. The exception is for **"Friends of the Fair Day", Wednesday, July 21**. The exhibit area will open at 9:30 am. **ALL EXHIBITS MUST BE STAFFED**. Fair will be closed on Mondays **and** Tuesdays.
2. The **exhibitor passes** will be allotted according to the booth size. Kiosks to be staffed unless otherwise indicated as no staffing **or** part-time staffing (if part-time, workers must work a minimum of a 3 hour shift), in which a schedule must be submitted to Program Coordinator. Exhibit booth/kiosk coordinators are responsible for picking up the passes. **Every booth/kiosk worker must sign up for a minimum of a 3 hour shift in order to receive any passes. These passes are for the workers only, not to be used in any other way. NO PHOTO I.D.'S WILL BE ISSUED.**
3. Exhibit staff shall be tastefully clothed and conduct themselves in a professional manner at all times. Participant is responsible for any claims, liabilities and actions relating to the conduct and representation of booth/kiosk workers.
4. No consumption of alcohol or illegal drugs is permitted while at work, nor may anyone report to work under the influence of alcohol, illegal drugs or prescription type drugs that effect abilities to carry out their duties.
5. Alcohol I.D. wristbands may **NOT** be worn while working in the booth. If so, Fair staff will remove them.
6. No eating in booth. Water, soda or coffee must be in an enclosed container.
7. No children in booths during working hours unless working in a youth booth (Girl/Boy Scouts) staffed with adults!
8. The management has the right to remove any exhibitor or their representative whose conduct is not to the best interest of the Fair, endangers the public, or has violated the Orange County Program Rules and Regulations.

PROMOTIONS & HANDOUTS

1. **The Fair prohibits the distribution of the following items: glass cups, mugs of any type, stickers (including bumper stickers or political stickers), balloons, food, hard candy (lollipops ok), gum, or beverages of any kind.**
2. **Fair management must approve all items and literature to be distributed. Please check with my office.**
3. **No petition signing at booth or on OC Fair & Event Center grounds.**
4. **No soliciting for donations at booth or on OC Fair & Event Center grounds.**

EXHIBIT "B" (cont.)

5. **No rallies, booth organization meetings, or gatherings to be held within the Orange County Program area. Booth/kiosk space is for the workers assigned to each shift only, no one else.**
6. **There is absolutely no selling of anything in the Orange County Program.**
7. **Do not give out any small plastic items or any other item that small children can put in their mouths.**

SAFETY AND SECURITY

The following information is for your use should you experience any problems while on the grounds of the OC Fair & Event Center.

1. Contact any Orange County Program staff member first (if there is a problem in the building).
2. OC Fair Guest Relations (Public Safety/Security Office) phone number is(714) 708-1588.
3. Please note, that dialing 911 from a cell phone will connect you to the California Highway Patrol (CHP). **Do not dial 911 from the grounds of the OC Fair.** Calling 911 direct during the fair may delay emergency response. The OC Fair has an Emergency Medical Team (EMT) on grounds for prompt service.

I HAVE READ AND UNDERSTAND THESE RULES

 Exhibitor/Contractor Signature

 Date

EXHIBIT “D”

I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage for the term of the agreement protecting the legal liability of the State of California, District Agricultural Associations, County Fairs, Citrus Fairs, or California Exposition and State Fair, their officers, agents, officers, 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 (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, Citrus Fair, or California Exposition and State Fair, their agents, officers, 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 a 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 combined single limits per occurrence for Fairtime Carnival Rides; \$3,000,000 combined single limits per occurrence for Motorized Events and rodeo Events All Types; \$2,000,000 combined single limits per occurrence for Interim Carnival Rides, Concerts and Raves with over 5,000 attendees, Mechanical bulls, Extreme Attractions All Types, Orbitrons, and Simulators: \$1,000,000 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 001, symbol #1 (Any Auto) with limits of not less than \$1,000,000 combined single limits per accident for contracts involving extensive use of contractor vehicles (autos, truck or other licensed vehicles) on fairgrounds.
- c. **Worker’s Compensation** – Workers’ compensation coverage shall be maintained whenever Contractor/renter has employees, as required by law.

4. **Cancellation Notice** - A statement by the insurance company that it will not cancel 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 as listed as the certificate holder

6. **Insurance Company** – The Company providing insurance coverage must be acceptable to the California Department of Insurance.

OR

EXHIBIT “D” (Cont.)

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. Maintenance of Coverage

The contractor/renter agrees that the commercial general liability (and automobile liability and/or workers’ compensation, 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 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, terminate this contract upon the occurrence of such event

III. Participant Waivers

For Hazardous participant events, the contractor/renter agrees to obtain a properly executed Release and Waiver of Liability Agreement (CFSA Form “Release Lib.”) from each participant prior to his/her participation in the events sponsored by contractor/renter. Hazardous participant events include by 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.

I HAVE READ AND UNDERSTAND THESE RULES

Exhibitor/Contractor Signature

Date