



July 19-30, 2017

April 1, 2017

Greetings Commercial Exhibitors and Concessionaires!

I would like to introduce myself as your new Commercial Exhibits and Concessions Manager for the 2017 California Mid-State Fair. I have worked at the Fair for 11 years processing payroll, and I am excited to come on board in this new role. I hope it is a great year for all of us!

The dates for this year's Fair are July 19–30, 2017. Enclosed is your contract packet which is due back to me, along with your balance due, by **Friday, April 28, 2017**. Please read through all the information carefully. If you have any questions, you can contact me at (805) 239-0655 ext. 207.

We have some items for this year that I would like to bring to your attention:

- ✓ **NEW Vendor Gate:** Vendors and their staff can now use the “Estrella Gate” to enter the Fair only from Noon-6 pm daily.
 - Gate will only be accessible Noon-6 pm daily.
 - A courtesy one-day ticket or vendor badge **MUST** be presented for entry through this gate and you will be scanned by the Admission's security system. Admission tickets will **not** be sold at this gate. Discounted admission tickets are available prior to Fair.
 - Outside food and beverage will be permitted through this gate during operational hours only. Alcohol is **not** permitted.
 - Vendor entry before Noon and after 6 pm is through any public admission gate. A one-day ticket or vendor badge **MUST** be presented for entry.
- ✓ **NEW Building Closure Time:** By unanimous vote from last year's vendor survey, the Adelaide and Estrella buildings will both close at 10 pm daily.
- ✓ **NEW Contract Requirements:** You must provide your email address and, if insured through CFSA, your policy number in the fields provided at the bottom of your contract.
- ✓ **NEW RV Reservation Deadline:** If you need RV space, submit your application and payment no later than **Friday, April 28, 2017**. Any applications received after this date will be placed on a waitlist on a first-come, first-serve basis.
- ✓ **Public Safety:** As part of our continued commitment to Public Safety, all persons entering the grounds during Fair dates will pass through our Admission's security gate system with metal detectors and bag check. This includes the new “Vendor Gate”. All bags will be inspected. Remember the metal detector is sensitive, so if you can't take it on an airplane, don't bring it through the Fair gates.

MORE

Included with this letter are:

- Contract (due with email address and payment April 28)
- Vendor Checklist (NEW)
- RV Application (due with payment April 28)
- Passes & Permits Order Form
- 2017 Fees Sheet
- Sample of a Certificate of Liability Insurance & CFSA Requirements
- Credit Card Transaction Form
- SLO County Food Facility Application (For Concessionaires)

Be on the lookout for another mailing with additional important information by the second week of May. The complete vendor packets will also be made available online at www.midstatefair.com.

If you have any questions, I can be reached at cassie@midstatefair.com or (805) 239-0655 ext. 207. I look forward to working with you at the 2017 California Mid-State Fair!

Sincerely,



Cassie Mininni
Commercial Exhibits/Concessions Manager

CONCESSION AGREEMENT CALIFORNIA MID-STATE FAIR Dates of Fair: July 19, 2017 - July 30, 2017

This Agreement by and between the 16th District Agricultural Association, hereinafter called the Association, and, «Company»/«Name» hereinafter called the Rentor.

Witnesseth:

1. That Whereas, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises beginning on **July 14, 2017** and ending on **July 31, 2017**.
2. Now, Therefore, the Association hereby grants to the Rentor the right to occupy the space(s) described below for the purposes hereinafter set forth, subject to the terms and conditions of this agreement: «Location».
3. The purpose of occupancy shall be limited to: «Items» and shall be for no other purpose or purposes whatsoever.
4. Rentor agrees to pay to the Association for rights and privileges hereby granted, the amounts and in the manner set forth below: \$«Fee» non-refundable guarantee or «Fee Information».
5. Rentor agrees to pay fees required by Association for: #4 above and to guarantee the payment of:
 - (a) Any money which may be payable to the Association under this agreement;
 - (b) Any damage to Fair property; and utility charges, if any;
 - (c) Removal of all property and the leaving of the premises in a condition satisfactory to the Association.
6. Association shall have the right to audit and monitor all sales as well as access to said premises.
7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damage, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claim or suits for damages, including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.
8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.
9. It is mutually agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of the Association.
10. It 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 understandings or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any if the parties hereto.
11. The Rules and Regulations printed on the reverse side hereof are made a part of this agreement as though fully incorporated herein, and the Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this concession space shall be deemed earned and non-refundable by the Association and the Association shall have the right to occupy the space in any manner deemed for the best interests of the Association.
13. Special Provisions: This contract shall be considered invalid unless signed and returned with your non-refundable guarantee, if applicable, by «Return Date». Exhibits "A", "B", "C" and "D", if applicable, are hereby attached to, incorporated into, and made a part of this agreement. All terms and conditions found therein shall be adhered to as if written herein. **A late fee of \$50 will be applied if full payments are not received by this deadline.**
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and the Department of General Services.

IT WITNESS WHEREOF, this agreement has been executed in duplicate, by and on behalf of the parties hereto, the day and year first above written.

16th District Agricultural Association
P.O. Box 8
Paso Robles, CA 93447

«Company»/«Name»
«Address»
«Address2»

By _____
California Mid-State Fair CEO
Michael H Bradley

By _____
Title: Concessionaire
Phone Number: «Number»

Email Address: _____

CFSA Insurance Yes, I'm insured through CFSA & my Policy # is _____ No

1. No renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. Renter will conduct his/her business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc., in receptacles provided by the Association within said concession plot for such purpose, and will keep the area within and surrounding said concessions free from all rubbish and debris.
3. All buildings, tents, or enclosures erected under the terms of the "Rental Agreement" shall have the prior approval of Association and local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
4. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter will conduct the privileges granted in the "Rental Agreement" according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the right and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privileges provided in the "Rental Agreement", and that any and all exclusives granted renter shall not include the Carnival and the Carnival Area.
7. Renter will cause to be posted in a conspicuous manner at the front entrance to the concessions, a sign showing the prices to be charged for all articles offered for sale to the public under the "Rental Agreement"; the size of said sign, manner and place of posting to be approved by Association.
8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but renter must, at his/her own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concessions ready for business each day at least one hour before the Association is open to the public. Receptacles will be provided at several locations to receive renter's trash, and such trash must not be swept into the aisles or streets or any public space.
9. All sound-producing devices used by renter within or outside his/her space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to his/her patrons or to other concessionaires or exhibitors and the decision of Association as to the desirability of any such sound-producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
10. Renter agrees that there will be no games, gambling or any other activities within the confine of his/her space in which money is used as a prize or premium, and that he/she will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operations, demonstration and sale, shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds used in connection with the space allotted to renter, reasonable wear and tear and damage from causes beyond renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of renters, but Association shall not be responsible for loss or damage to the property of renter.
13. Each article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by renter must be removed from the buildings and grounds by renter, at his/her own expense, not later than a date specified by Association. It is understood in the event of renter's failure to vacate said premises as herein provided, unless permission in writing is first obtained, Association may and is hereby authorized and made the agent of renter to remove and store the concession and all other material of any nature whatsoever, at the renter's risk and expense, and renter shall reimburse Association for expenses thus incurred.
14. No renter will be permitted to sell or dispose of anywhere on the fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Association authorizes renter in writing and unless he/she holds a lawful license authorizing such sales on said premises.
15. All safety orders of the Division of Industrial Safety, Department of Industrial relations must be strictly observed.
16. Failure of Association 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.
17. This "Rental Agreement" shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least **30 days** next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performances of the terms of this agreement.
18. Contractor, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 1212.7).
19. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the renter may be subject to the payment of property taxes levied on such interest.
20. The Association shall have the privilege of inspecting the premises covered by this agreement at any time or all times.
21. The parties hereto agree that renter, and any agents and employees of renter, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
22. 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 inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

Memo for Fair Management: Hazardous Agreements, if this agreement provides for hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy and incorporated by reference in Paragraph 13 of Page one.

Nondiscrimination Clause, Form 17A or Form 17B for agreements over \$5,000 must be attached to each copy and incorporated by reference in Paragraph 13 of Page one

SAMPLE

CONCESSIONAIRE EXHIBIT A

1. BEVERAGE AGREEMENT - As representative or agent for named Concessionaire, we hereby agree that all cola-type drinks served during the California Mid-State Fair will be the product so designated as the official cola and will be dispensed in a Fair designated cup. Cups will be available for purchase by the Concessionaire from the designated vendor. The Concessionaire also agrees that all soft drink products sold from his/her concession stand shall be purchased from the cola distributor. NO products shall be brought in from other fairs. The same holds true for bottled water. The product so designated as the official bottled water shall be the only brand of bottled water sold during the California Mid-State Fair. The Fair's Concession Manager will monitor this process during the entire run of the Fair, and may enter all concession stands at any time during the operating hours of the Fair to verify that food purveyors with permits or contracts are handling 100% of the products sold on the grounds of the California Mid-State Fair. Soft drinks, bottled water, lemonade, and ice tea prices will be set by the Fair. Ice used in soft drinks, lemonade, and ice tea will not fill the cup more than 1/3 full.

2. MENU AND PRICE LIST - Each concessionaire must submit a menu and price list to the Concession Manager along with their signed contract. Menus and price lists are subject to approval by Fair Management.

3. PRODUCT RESTRICTIONS - No Concessionaire will sell any product bordering on pornography or of a drug-related nature. It will be sole decision of Fair Management to determine what constitutes a product deemed objectionable or in bad taste.

4. GROUND BEEF - The California Mid-State Fair requires that all ground beef and beef products must be pure in nature and cannot contain any type of additive. Due to the regulations enforced by the State Department of Agriculture, meats must bear the State established labels and be of uniform quality.

5. EXTENSION CORDS - Extension cords used to distribute power to any electrical apparatus shall be rated 15 AMPS minimum and contain ground wire. Cords not meeting these requirements shall be confiscated for the duration of the Fair.

6. DECORATIVE LIGHTING - Decorative lighting on concession stands can be illuminated ONLY during the hours the concession stand is open for business to the public during the twelve (12) days of Fair. Non-compliance will put the concessionaire in violation of their contract. This rule will be strictly enforced.

7. CASH REGISTERS - Concessionaires are required to use a cash register with a tape to record each transaction. Concessionaire is aware and agrees that the Fair's Concession Manager or his/her designated representative may enter each concession at any time to take readings of the cash register tape as part of the Fair's auditing fiscal responsibility program. Non-compliance of this program will put Concessionaire in violation of their contract and subject the Concessionaire to immediate contract cancellation.

8. MUSIC FROM CONCESSION STAND - Concessionaire must comply with #9 on the back of Concession Agreement contract. No loud music can be projected from any stand such as to conflict with on-grounds activity or annoy neighboring vendors and/or customers.

9. HOURS OF OPERATION - Concessionaire is required to open no later than Noon each day of the Fair and close no earlier than Midnight daily, or as directed by Fair Management.

Concessionaires must be completely dismantled and removed by 4:00 pm on Monday, July 31, 2017, unless otherwise approved in advance by Fair Management. Anything left belonging to Concessionaire after 4:00 pm, July 31, 2017, will become property of the California Mid-State Fair.

10. PARKING - There are no facilities for parking on fair grounds. It is Concessionaire's responsibility to find parking for their vehicles OFF grounds.

11. RETURNED CHECKS - It is the policy of the California Mid-State Fair that an administrative fee of \$100.00 will be charged for checks returned by the bank for any reason.

“EXHIBIT A” CONTINUED

12. COOKING WASTE – NO grease or grey water is to be poured onto the ground or down any drains. Concessionaire not found adhering to this rule will be subject to all environmental clean-up costs and any fines imposed. Concessionaire is responsible for proper disposal of grease, cooking oil and gray water.

13. PERMANENT STRUCTURES – All concessionaires who sell out of permanent structures are responsible for full or shared payment of building maintenance charges including, but not limited to: hood system cleanings, ansul fire suppression system inspections, ansul tank hydro testing, and ansul regulator flow testing.

14. ENFORCED TRASH REMOVAL – Concessionaire is responsible for removing all litter and packaging from concession space. Concessionaire must keep space clean and neat throughout the Fair and must not leave empty boxes or trash at space at the end of tear down.

15. UTILITY CART PERMIT AND HOURS – Permits must be purchased and displayed for all utility carts ALWAYS. All carts **must also be covered by insurance**; either listed under concessionaire’s general liability on insurance form or purchased through Fair for \$100. **CARTS ARE NOT ALLOWED ON THE MIDWAY PAST 4:00 pm EACH DAY.**

16. VEHICLE PASSES – All Concessionaire vehicles **MUST** have a filled out Temporary Vendor Parking Pass displayed in the front windshield while loading and unloading ALWAYS including set up, tear down and restocking hours throughout Fair time. These passes are good for 30 minutes. Vehicles on grounds without a pass may be towed at your own expense.

17. OUTSIDE FOOD – Vendors may bring food and nonalcoholic beverages for personal consumption through 6 pm daily through the following gates and times only: Before Noon – Main Gate, Noon to 6 pm – Vendor Gate.

18. ICE MACHINES – Concessionaires in **permanent booths only** may bring portable ice machines and purchase portable ice machine permits for \$100 per machine at the discretion of Fair Management. This is not applicable to mobile concession units. Mobile units must purchase bag ice from our fair time ice purveyor.

19. CANCELLATION – Any infraction of the above terms and conditions may be cause for immediate cancellation of this concession agreement.

20. CLEAN-UP – Concessionaires are responsible for the cleanup of the area directly in and around their stand(s). This includes condiment tables, etc. All boxes, containers, trailer entrance, etc. must be kept from public view with the use of barricades or screens. Any boxes for disposal **MUST** be broken down for recycling. Clean up efforts are greatly appreciated. All trash must be placed in the supplied trash receptacle. The ground your stand occupies must be protected from grease, coals, or other substances as discussed with the California Mid-State Fair staff prior to your event. If you spill anything on the ground or floor, it is your responsibility to clean it up and properly dispose of the spilled material and the materials used in the clean-up. As noted above, grease is to be disposed of **ONLY** in the designated grease containers. No fat, oil, or grease (FOG) or other liquids can be disposed of down the site drains. Illegal disposal or spills of any substance that are not cleaned up will constitute a monetary fine. If you have questions on the proper disposal, please contact the office staff. The fee will be determined by the damage caused.

EXHIBIT B
STANDARD CONTRACT TERMS AND CONDITIONS (F-31, RENTAL AGREEMENT)

1. **National Labor Relations Board (PCC Section 10296)**

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

2. **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.

3. **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. This 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 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.

4. **Amendment (GC 11010.5)**

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

5. **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.

6. **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.

7. **Governing Law**

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

“EXHIBIT B” CONTINUED

8. 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).

9. 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.

10. 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.

11. Storm Water

The Paso Robles Event Center (PREC) is a Permittee under the California municipal storm water permit and as such cannot have any illicit discharges from this site. An illicit discharge is not that is not composed entirely of storm water. All waste you generate while onsite must be disposed of in a proper manner. All trash must be placed in the supplied trash receptacle. No fat, oil, or grease (FOG) can be disposed of down the site drains or in trash cans, but must be disposed of in the supplied FOG containers. If you spill anything on the ground or floor, it is your responsibility to clean it up and properly dispose of the spilled material and the materials used in the clean up. If you have questions about the proper disposal, please contact the office staff. If you do cause a spill, you must notify the site staff no matter if you cleaned up the material yourself or if you need help with the clean up. If the PREC is required to initiate cleanup caused by your activities while on site, the responsible party will be billed for the clean-up.

EXHIBIT C
INSURANCE REQUIREMENTS

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, Counties in which County Fairs are located, 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, 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. Coverages:
 - 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 combined single limits per occurrence for Fairtime Carnival Rides; \$3,000,000 combined single limits per occurrence for Motorized Events All Types; \$3,000,000 combined single limits per occurrence for Rodeo Events all types **with a paid gate** and any Rough Stock events; \$2,000,000 combined single limits per occurrence for Rodeo Events All Types **without a paid gate** and with any Rough Stock events; \$1,000,000 combined single limits per occurrence for Rodeo Events All Types **without** any Rough Stock Events; \$2,000,000 combined single limits per occurrence for Interim Carnival Rides, Concerts with over 5,000 attendees, Raves All Types, 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 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.
 - c. Workers' Compensation - Workers' Compensation coverage shall be maintained whenever contractor/renter has 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 coverages 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.

EXHIBIT "C" CONTINUED

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

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, worker's 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 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.

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 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.



2017 California Mid-State Fair Commercial Exhibitor & Concessionaire Checklist

This checklist is designed to help prepare you to participate at the California Mid-State Fair. Please review this checklist carefully and periodically so that an unfinished task doesn't inhibit you from entering the grounds to set up.

- Non-refundable deposit** has been paid to the Fair (Due no later than December 1, 2016.)
- Contract** is signed and returned to the Fair office no later than April 28, 2017. Don't forget to include your **email address** at the bottom. We need your email for communications.
- Prefer to pay with a credit card? Submit the **Credit Card Transaction Form** with your application to pay with credit card.
- Proof of Insurance** has been submitted. If you are purchasing Special Event Insurance through the Fair, did you submit your payment? Proof of Insurance or your Special Event Insurance purchase must be completed no later than June 30, 2017.
- Application for your **California Mid-State Fair Health Permit** and payment has been submitted to the SLO County Health Department. Please note, anyone selling ANYTHING consumable must have this permit. Applications and payments must be submitted directly to the SLO County Health Department at least two weeks prior to the start of the event.
- Payment** to the Fair has been made in full. Full payments are due to the Fair no later than April 28, 2017. A late fee of \$50 will be applied if full payments are not received by this deadline.
- California Seller's Permit Number** is valid and current. If not, you can apply for a temporary seller's permit with the Board of Equalization at www.boe.ca.gov.
- Do you have enough **season and one-day work passes** for your staff? You are provided 36 one-day courtesy work passes and if you need to purchase more please contact the Fair's Commercial & Concessions Department.
- If you are planning to use a **golf cart**, have you submitted your permit and proof of insurance?
- Are you planning to camp on-site? Completed **RV space application** and payment are due to the Fair office no later than April 28, 2017. Applications received after this deadline will be placed on a wait list on a first-come, first-serve basis. Don't forget to include your email address so we can communicate with you.
- Service & Delivery Pass** has been ordered. In order for you to drive onto the Fairgrounds for restocking during the Fair, you must have a Service & Delivery Pass. You may pre-order a pass with the Credential Order Form in your contract packet or from the Vendor Check-In during Fair.

- Vehicle Parking Pass** has been purchased. The California Mid-State Fair does not provide vehicle parking. Please make prior arrangement for your vehicle. Third-party Fairtime parking lot flyers are included in your Credential Packet.
- Any **electrical needs over 110V** must be requested in advance from the Fair. This includes commercial exhibits, concession units, RVs, cold stock units, etc. Additional charges will be incurred.
- Check-in THEN Set-up.** Upon arriving at the Fair, the first thing you **MUST** do is check in at the Vendor Check-In Office located on the backside of the Administration Office. You will receive your Credential Packet which includes a pass to allow you entry onto the grounds. **YOU WILL NOT BE ALLOWED ONTO THE GROUNDS WITHOUT THIS PASS.**

PLEASE NOTE

- The full vendor packets will be made available online at www.midstatefair.com.
- You will not receive your Credential Packet if proof of insurance or a valid California seller's permit number is not on file with the Fair.
- No passes or credentials will be issued until ALL balances are paid in FULL no later than April 28, 2017.
- Checks will not be accepted after June 30, 2017.



CALIFORNIA MID-STATE FAIR
EXHIBITOR/CONCESSIONAIRE RV SPACE RULES, REGULATIONS, APPLICATION

Application & Payment Deadline: 4:00 p.m. on Friday, April 28, 2017

Applications received late will be placed on a waitlist on a first-come, first-served basis.

1. This is an application for RV space, not a guarantee of space. RV space and all space is limited. Acceptance or nonacceptance will be made by Fair Management. These sites may have motorhomes, travel trailers, 5th wheels, or van conversions. For the purposes of this document, we will refer to all approved vehicles as "RV". **No tents, bunkhouses or trailers are allowed.**
2. Each campsite is approximately 12' X 25'. Any units longer than 25' will pay an additional \$200.00. **ABSOLUTELY NO PERSONAL VEHICLES MAY BE PARKED IN CAMPING SPACES WITHOUT PRIOR APPROVAL** from Fair Management and a **PAID PERMIT**.
3. Water and electrical hookups are provided. Please be prepared with proper extension cords and water hoses with "Y" attachments as electrical pedestals and water spigots are not available at each site. There are no sewer hookups. Pump truck service is available throughout the 12 days of the Fair for an extra fee paid directly to the pumping purveyor.
4. Any dumping of water, sewage, or garbage on the Fairgrounds will cause this application to be voided immediately! The trailer or camper will be removed from the Fairgrounds at the owner's expense. Any and all fees paid will be forfeited.
5. The fee is \$525.00 per 12' X 25' site or \$725.00 for sites over 25' from July 14 through July 31, 2017. You will have an allotted space for only the size of the unit you have indicated on your application. There's an additional \$180 charge to park a vehicle **providing there's space available. Vehicles must be preapproved and show a valid permit.** In order to officially reserve a space, the space fee must be paid in full by the April 28, 2017 deadline.
6. Absolutely NO fuel shall be stored in the camping area.
7. Absolutely NO open fires in the camping area (this includes Barbecues)
8. Absolutley **NO ALCOHOL** is allowed outside your camping unit. This is a dry camp.
9. Animals are not permitted in the Vendor Stock Lot or Campground. Service animals are the **only** exception to this rule.
10. Your RV unit **must** remain in its assigned space at all times. Your space permit **does not** allow travel on and off grounds. It is a stationary permit. Any delivery of groceries and/or supplies to the RV area **MUST BE COMPLETED PRIOR to 10:00 A.M. EACH MORNING**. No exceptions! This is strictly for drop-off purposes only. Any individual found in violation will have this privilege revoked.
11. All roadways and fire lanes must be open at all times. Vehicles in violation will be subject to tow at owner's expense.
12. RV units will not be permitted onto the Fairgrounds prior to Friday, July 14, 2017 and must vacate by 4:00 PM on Monday, July 31, 2017. A \$45.00 camp fee per day will be charged after July 31.
13. Any employee being dismissed by Concessionaire or Exhibitor must vacate the RV area immediately following dismissal with NO refunds given.
14. Spaces are rented in the name of the company or agent only, and owner/agent is responsible for the actions of said person(s) occupying RV space.
15. Space is limited and spaces will be assigned on a **first-come, first-serve** basis. **Payment must be included** for space with this application.
16. RV space residents are responsible for the cleanup directly in and around their camping area. All trash must be placed in the supplied trash receptacle. All trash must be placed in the supplied trash receptacle. If you spill anything on the ground, it is your responsibility to clean it up and properly dispose of the spilled material and the materials used in the clean-up. Grease is to be disposed of **ONLY** in the designated grease containers. No fat, oil or grease (FOG) or other liquids can be disposed of down the site drains. Illegal disposal or spills of any substances that are not cleaned up will constitute a monetary fine. If you have questions regarding the proper disposal, please contact office staff. The fee will be determined by the damage caused.

Please specify RV's exact length and width including spare tires, hitches and slide-outs.

Company Name: _____ Contact Name: _____

Email: _____ Phone: _____

Camper Length (Include hitches/tongues/spare tires): _____ Width (Include slide-outs, tent/canopy frame on Trailer): _____

Electrical requirements: _____ Vehicle Parking Request (\$180 additional): _____

(CHECKS ARE NOT ACCEPTED AFTER JUNE 30.)

For Office Use Only

Amount Paid: _____ Receipt #: _____ Date: _____

I, the undersigned, have read, do understand, and agree to abide by all the above rules. I also agree to hold free and harmless the California Mid-State Fair, 16th District Agricultural Association, State of California, Board of Directors, Management, and all fair employees and volunteers from any and all claims of liability, injury or theft arising from our use of the RV area.

SIGNED _____ **DATE:** _____



CALIFORNIA MID-STATE FAIR CREDENTIAL PASSES & PERMITS ORDER FORM

Please complete and return this form to pre-order credentials for the 2017 California Mid-State Fair.

You will need a **vehicle pass** to enter the fairgrounds starting **Friday, July 14, 2017**. You will need work credentials to enter the grounds and a **service and delivery pass to drive on grounds beginning July 19, 2017**. You may pick up your credentials at Vendor Check-In on the backside of the Fair Administration Office starting July 14th at 9:00 AM. Packets will only be signed out once all monies are collected. You will only be issued the allowable number of Courtesy (free) Daily Work Passes for the operation of your exhibit. **You are allowed to receive up to 36 Courtesy Daily Work Passes per location.** You may not transfer or resell any passes for any reason. Additional Work Passes (day or season passes) may be purchased, if needed. Season Work Passes are a punch pass good for every day of Fair and should only be given to those working a majority of the 12 days. It is assigned to one individual and is not transferrable. ID may be required at the gate with the Season Pass. If you plan on using a golf cart/utility cart, you must buy a permit for \$50 per cart, and **MUST** show proof of insurance under General Liability on insurance form. You may purchase cart insurance from the State for \$100. **All carts MUST stop operating on the Midway each day by 4:00 PM.**

Please return this form with your check or money order made payable to California Mid-State Fair. **CHECKS ARE NOT ACCEPTED AFTER JUNE 30.**

<u>AMOUNT NEEDED</u>	<u>PASS TYPE</u>	<u>PASS DESCRIPTION</u>
_____	Courtesy Daily Work Pass	As explained above
_____	Season Work Pass Credential	\$35.00 Admits 1 person for the full run of Fair
_____	Daily Person Pass	\$7.00 Admits 1 person 1 time only (\$8.00 Beginning July 19, 2017)
_____	Dry Stock Storage	\$475.00 Please indicate truck/trailer size: _____
_____	Cold Stock Storage	\$475.00 Please indicate truck/trailer size: _____ Please indicate electrical requirements: _____
_____	Campground	\$525 to 25 ft. \$725 over 25 ft. (Please complete camping application)
_____	Service & Delivery	No charge. Valid only up until 10:00 AM daily, vehicles must be off grounds by 10:00 AM.
_____	Utility Cart Permit	\$50.00 per cart (Insurance is required, and is available for purchase through CFSA for \$100, if needed)
_____	Ice Machine Permit	\$100.00 per machine (Only applicable to permanent structures, and must have prior approval.)
_____	Additional Vehicle	\$180

Business Name: _____

Persons authorized to sign for and pick up Credentials (Only names listed here will be allowed to pick up credentials):

CREDENTIALS RECEIVED BY (Fair-time Signature): _____



CALIFORNIA MID-STATE FAIR
***2017 FEES FOR COMMERCIAL EXHIBITS/CONCESSIONS**

COMMERCIAL FLAT FEES

(Includes 110V electrical power)

Adelaide and Estrella Halls <i>(Commercial Buildings 1 and 2)</i>	10' X 10' Corner	\$ 1,500.00
	10' X 10' In-line	\$ 1,400.00
The Stockyard <i>(Commercial Building 3)</i>	10' X 10' Corner	\$ 1,500.00
	10' X 10' In-line	\$ 1,400.00
Outside Commercial Space	10' X 10'	\$ 1,600.00
	Premium Space (10' X 10')	\$ 2,000.00

CONCESSIONS FEES

(Includes 110V electrical power)

\$1,500 guarantee or 24% of gross sales after sales tax, whichever is greater, is to be made payable to CMSF. This is the minimum amount allowable; permanent concessions greater fees applicable.

34% of gross sales after sales tax is paid for all alcohol concessions. Keg prices are as follows:

13.2 Gallon keg	\$ 250.00
15.5 Gallon keg	\$ 265.00

ADDITIONAL FEES (THAT MAY APPLY FOR ALL)

*Liability Insurance through Fair	Non-Food Commercial Exhibit	\$ 135.00
	Concessions & Food Exhibits	\$ 175.00
	Liquor Liability (Up to 3 locations)	\$ 1,285.00
*County Health Permit – Paid directly to SLO County Health Department		\$ 110.00
Late Fee	Failure to pay space fee by deadline	\$ 50.00
Returned Check Fee	Per returned check	\$ 50.00
Daily Work Pass (36 one-day work passes are included per location)		
	Advance (up through July 18)	\$ 7.00
	Fair (July 19-30)	\$ 8.00
Season Work Pass Credential		\$ 35.00
Vendor Cold/Dry Stock Storage Parking		\$ 475.00
RV Space	12' X 25' with electric & water only	\$ 525.00
	Over 25' in length with electric & water only	\$ 725.00
	<i>(Pumping services available for additional charge)</i>	
	Additional Vehicle Parking in Stock Parking Lot	\$ 180.00
	<i>(as available)</i>	
Golf Cart/Utility Cart Permit		\$ 50.00
Ice Machine (Permanent stands only. Must have prior approval from CMSF CEO and Concessions Manager)		\$ 100.00
One-day 10' X 10' (Selected areas only and approved by CEO.)		\$350.00

ALL PRICES SUBJECT TO CHANGE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : ABC Insurance Company	
	INSURER B :	
	INSURER C :	
	INSURER D :	
INSURER E :		
INSURER F :		

Must match name on contract

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE OCCURRENCE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

Make sure dates cover event

Limits need to be EACH OCCURRENCE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

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, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned.

CERTIFICATE HOLDER**CANCELLATION**

Fair needs to be named as certificate holder

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Signature Required

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INSURANCE REQUIREMENTS

I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter "contract") 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, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, 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, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, 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. Coverages:
 - a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CGL 001. 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, Cannabis Festivals/Trade Shows, Mechanical Bulls, Extreme Attractions All Types that require a DOSH permit to operate, 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.
 - 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: Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.
 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 here in 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. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**
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.

COUNTY OF SAN LUIS OBISPO

Environmental Health Services

2156 Sierra Way, San Luis Obispo, Phone: (805) 781-5544, Fax: (805) 781-4211

MIDSTATE FAIR

TEMPORARY FOOD FACILITY CHECKLIST

MIDSTATE FAIR

ITEMS NECESSARY TO OPERATE AN APPROVED TEMPORARY FOOD FACILITY:

(keep this page as your event preparation checklist)

Health permit (obtain from office)

Application complete, submitted to health department TWO WEEKS PRIOR

Health Permit Fees paid, submitted with application (fee exemption for nonprofit organizations and veterans, proof of nonprofit and/or VE form required)

Approval by the Event Organizer

Demonstration of knowledge (knowledge of food safety principles, see the "Temporary Food Facility Guidelines" handout on the web at:

<http://www.slocounty.ca.gov/Assets/PH/Environmental+Health+Services/Programs/Food/Community+Events/Reference/County+of+SLO+Temporary+Food+Facility+Guidelines.pdf>)

Food from an approved source (no home prepared foods, shellfish tags provided)

Proper booth enclosure, floor covering; identification (full/partial enclosure dependent on operation)

Food, equipment, utensils: Approved; Protected from contamination

sneeze guards

customer self service (condiments, single service utensils)

foods covered and off floor

BBQ equipment barricaded from public access (risk and contamination prevention)

Appropriate cold and hot holding temperatures (cold food below 45° F, hot food above 135° F)

Foods cooked to the minimum required temperatures (165° F)

A probe thermometer provided to verify proper holding and cooking temperatures

Hand washing facilities (water supplied under pressure, soap, paper towels, trash receptacle)

Utensil washing facilities (3 compartment sink to wash, rinse, and sanitize)

A container(s) of sanitizing solution with wiping cloths (100 ppm bleach or 200 ppm quat)

Trash and waste water disposal (waste water disposed of into sewer only)

Toilet facilities (available within 200 ft.)

PLEASE FILL OUT AND SUBMIT THE MIDSTATE FAIR APPLICATION ON THE NEXT PAGE:

THIS PAGE INTENTIONALLY LEFT BLANK

COUNTY OF SAN LUIS OBISPO

Environmental Health Services

2156 Sierra Way, San Luis Obispo, Phone: (805) 781-5544, Fax: (805) 781-4211

We now accept Visa, MasterCard and Discover over the phone and at our office.

MIDSTATE FAIR

TEMPORARY FOOD FACILITY APPLICATION

MIDSTATE FAIR

Requirements are based on The California Retail Food Code, California Health and Safety Code §113700-114437. §114381.2 states that a permit application must be submitted to the enforcement agency by each temporary food facility operator.

(Check the appropriate boxes or fill in blanks, attach additional pages if necessary)

1. Permit Required: Check one box below.
<input type="checkbox"/> I/we represent a for-profit/noncharitable organization (fee required).
<input type="checkbox"/> I have a San Luis Obispo County issued Multiple Event Permit for my temporary food facility. Permit Number: _____ Expiration Date _____
<input type="checkbox"/> I have a San Luis Obispo County issued Mobile Food Facility Permit for my mobile food facility. Permit Number: _____ Expiration Date _____
<input type="checkbox"/> I/we represent a nonprofit/charitable organization Org. Name _____ TAX ID #: _____
<input type="checkbox"/> I qualify for Veteran's exemption (fee exempt, fill out and submit veterans exempt form).

2. Temporary Food Facility Info:	Booth Name	Operator Phone
Mailing Address	City/State	Zip

3. Name(s), phone number(s) (for contact <u>during booth operation</u>), and email of responsible person(s):
Name _____ Phone _____ Email _____
Name _____ Phone _____ Email _____

4. Describe the proposed menu/food items to be sold or given away to the public: _____

5. Homemade foods are PROHIBITED. All foods must be prepared on-site or in an approved commercial food facility (facility must possess a valid health department permit). Check all that apply:
<input type="checkbox"/> I am preparing my food on-site
<input type="checkbox"/> I am preparing some or all of my food off-site. Name of off-site food facility: _____
Indicate where food will be purchased/obtained (market/wholesaler name): _____

6. REQUIRED: Facility enclosures are required to protect food, utensils, plates, cups, napkins etc. from flies, dust, public contamination, bird droppings, etc.
<input type="checkbox"/> Fully enclosed temporary food booth with facility identification: Required for all facilities handling and serving non-prepackaged foods. Overhead protection, 4 walls of mesh or tarp, 12" X 18" pass through windows, washable flooring (washable flooring is not required when operating on concrete or asphalt)
OR
<input type="checkbox"/> Open-air temporary food booth with facility identification: Prepackaged foods only Overhead protection, 0-3 walls of mesh or tarp, and washable flooring (flooring is not required over concrete or asphalt).

7. Describe the materials used to construct the temporary food facility: _____

8. **REQUIRED*:** I will be providing handwashing facilities equipped to provide **warm water (100°F) under pressure** for a minimum of 15 seconds through a mixing valve or combination **faucet**, with pump dispensed liquid **soap**, paper **towels**, and a trash receptacle.
NOTE: Glove use does not substitute hand washing; Hand Sanitizer may be used in conjunction with hand washing, but not in place of.

Describe the materials and equipment used to provide the required handwashing facilities:

9. Describe how food temperatures will be maintained during transport from an approved food facility to the event: _____

Indicate where food will be purchased/obtained: _____

10. Describe the proposed procedures and methods of food preparation and handling for all menu items:

A barbeque will be used as part or all of the cooking process. The barbeque will be sufficiently separated from public access to prevent contamination of the food and injury to the public. (5 feet of separation is recommended.)

A sneeze guard, cover, compartment or other approved method will be provided to protect my food, utensils and equipment from public contamination for customer self-service items and for food cooked or held on equipment positioned near the front of a temporary food facility, within range of the customers.

Food samples will be provided. (Describe method of sample distribution below. Indicate what utensils will be used.)

11. The following cold temperature control will be provided for the cold holding of potentially hazardous food to ensure storage below 45°F:

<input type="checkbox"/> Ice chests (food fully submerged in ice)	<input type="checkbox"/> Ice bath and tubs
<input type="checkbox"/> Refrigerated truck	<input type="checkbox"/> Freezer
<input type="checkbox"/> Refrigerator	<input type="checkbox"/> Other (specify)

12. The following hot temperature control will be provided for the hot holding of potentially hazardous foods to ensure storage above 135°F (unserved food must be thrown away at the end of each operating day):

<input type="checkbox"/> Camp stove	<input type="checkbox"/> Steamtable and lids
<input type="checkbox"/> Sterno and hotel trays	<input type="checkbox"/> Electric stove top
<input type="checkbox"/> Double steamer	<input type="checkbox"/> Other (specify)

13. I am aware of the required hot and cold holding temperatures and minimum cooking temperatures for the menu items I am providing.

An accurate probe thermometer will be provided and I will ensure that the proper temperatures of potentially hazardous foods are met and maintained.

All unserved hot held potentially hazardous foods will be discarded at the end of each operating day.

14. Food will be stored 6 inches off the floor and inside or adjacent to my temporary food facility.
 During periods of non-operation, food will be stored inside my fully enclosed temporary food facility or other approved location. **Food may not be stored inside a private home.**

15. **REQUIRED*:** Utensil washing station *(*Required only for facilities serving unpackaged foods)*
 Warewashing facilities will be provided by one of the following method(s):
 Three compartment sink with two integral metal drainboards
 A centrally located warewashing sink shared by no more than four facilities.
 Please provide name of nearby temporary food facility providing the warewashing sink:
 Facility Name: _____ Location/Space Number: _____

16. The following sanitizing solution(s) (with corresponding test strips to verify concentration) will be used for surface wiping cloths and utensil sanitization.
 Separate containers of sanitizer and wiping cloths are required for use with raw meat products:
 100 ppm chlorine solution (bleach-water) 200 ppm solution of quaternary ammonium
 25 ppm iodine solution Other (specify): _____

17. Describe the procedures, methods, and schedules for cleaning utensils, equipment, and structures:

18. Describe the procedures, methods, and schedules for removal of trash and waste water (**dumping into a storm drain is prohibited**): _____

19. Electricity is provided for my booth's use. yes no

20. A site plan is drawn on the next page that indicates the proposed layout of equipment, food preparation tables, food storage, warewashing, and handwashing equipment.

21. I have read, understand and will comply with the "Temporary Food Facility Guidelines" handout, available at the following website:
<http://www.slocounty.ca.gov/Assets/PH/Environmental+Health+Services/Programs/Food/Community+Events/Reference/County+of+SLO+Temporary+Food+Facility+Guidelines.pdf>

IMPORTANT: All food vendor booths are subject to inspection. Violation of any of the above may result in closure of your temporary food facility. Please make a copy of this checklist for review in preparation for this event and for your records. A valid health permit or copy of this application showing the permit fee has been paid must be present in the booth at all hours of preparation and operation. Return the application **with fee payment** for a permit **TWO WEEKS PRIOR** to the event to Environmental Health Services, P.O. Box 1489, San Luis Obispo, CA, 93406. Checks may be made payable to SLO County Environmental Health. The approved permit will be mailed to you or provided following the booth inspection.

THIS IS NOT A PERMIT TO OPERATE. YOU MUST OBTAIN WRITTEN APPROVAL FROM ENVIRONMENTAL HEALTH SERVICES BEFORE OPERATING. APPLICATIONS SUBMITTED WITHOUT PAYMENT WILL BE REJECTED.

Signature of Applicant

Date

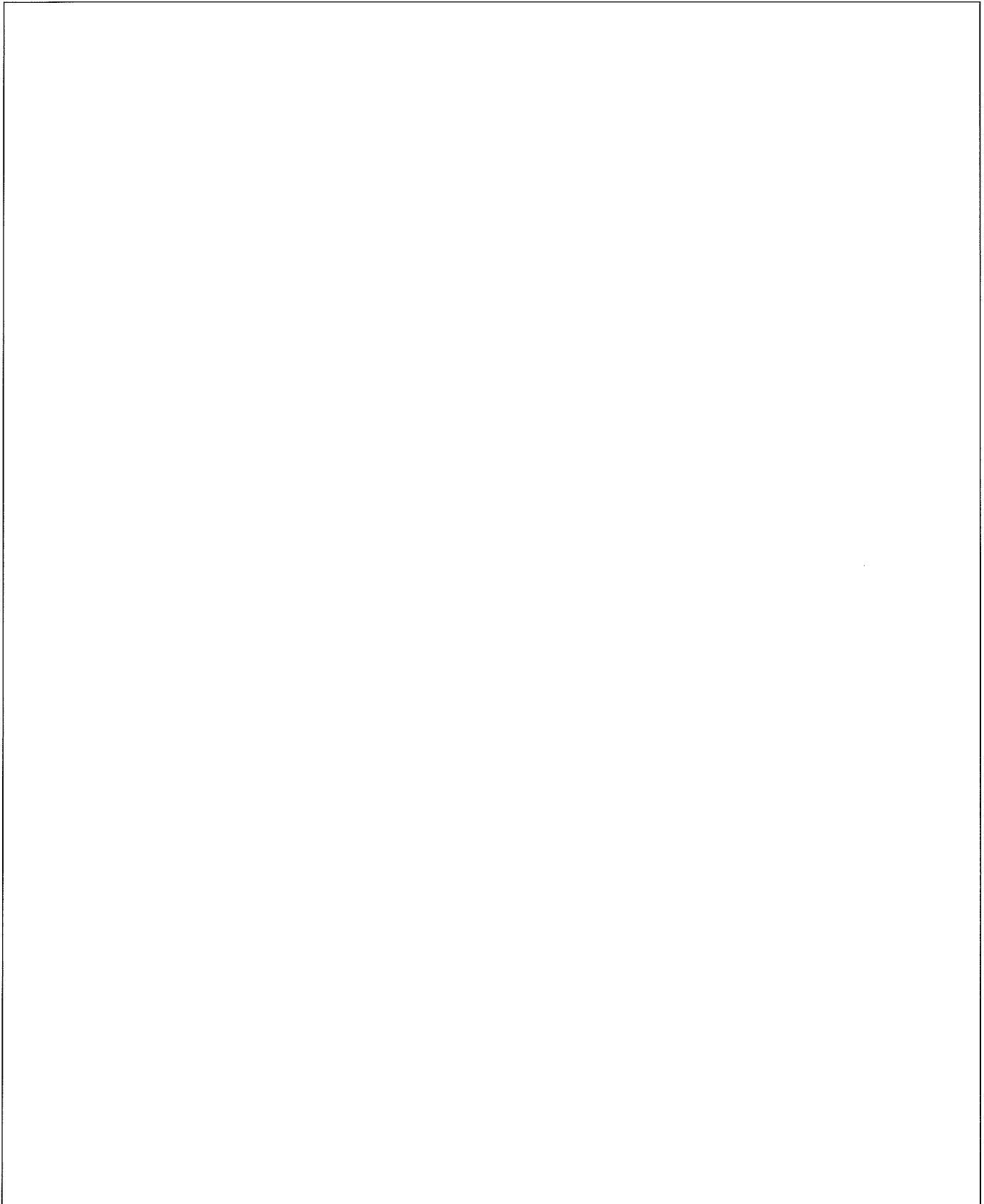
(Site Diagram on next page)

FOR OFFICIAL USE ONLY. DO NOT WRITE IN THE BOX BELOW.

DATE:	PE 1698	AMOUNT DUE:	STILL OWES:
PAYMENT METHOD	<input type="checkbox"/> CASH	<input type="checkbox"/> CHECK #	<input type="checkbox"/> CC AUTH #
<input type="checkbox"/> NONPROFIT TAX ID #		<input type="checkbox"/> VET EXEMPT	INITIALS
COMMENTS:			
HEALTH PERMIT APPROVED BY:		, EHS	DATE:

FOOD FACILITY DIAGRAM

Indicate the proposed layout of equipment, food preparation tables, food storage, warewashing and handwashing equipment.





CREDIT CARD TRANSACTION

California Mid-State Fair

Date: _____

Name on Card: _____ Phone: _____

Booth/Business Name: _____

MasterCard/Visa/American Express No.: _____

Expiration Date: _____ CSC No.: _____

Office Use Only

Fair Account No.: _____

MasterCard/Visa Transaction Amount: \$ _____ + 2% _____ = \$ _____

American Express Transaction Amount: \$ _____ + 4% _____ = \$ _____

Signature: _____

Printed Name: _____

E-mail: _____

Office Use Only

Receipt No.: _____



CREDIT CARD TRANSACTION

California Mid-State Fair

Date: _____

Name on Card: _____ Phone: _____

Booth/Business Name: _____

MasterCard/Visa/American Express No.: _____

Expiration Date: _____ CSC No.: _____

Office Use Only

Fair Account No.: _____

MasterCard/Visa Transaction Amount: \$ _____ + 2% _____ = \$ _____

American Express Transaction Amount: \$ _____ + 4% _____ = \$ _____

Signature: _____

Printed Name: _____

E-mail: _____

Office Use Only

Receipt No.: _____