

PROFESSIONAL SERVICES AGREEMENT

(Title of Project)

FY _____ Fund # _____ Cost Center _____ Object Code _____ Project # _____ Amount \$ _____

For multi-year contracts or contracts with multiple accounts:

FY _____ Fund # _____ Cost Center _____ Object Code _____ Project # _____ Amount \$ _____

FY _____ Fund # _____ Cost Center _____ Object Code _____ Project # _____ Amount \$ _____

FY _____ Fund # _____ Cost Center _____ Object Code _____ Project # _____ Amount \$ _____

FY _____ Fund # _____ Cost Center _____ Object Code _____ Project # _____ Amount \$ _____

FY _____ Fund # _____ Cost Center _____ Object Code _____ Project # _____ Amount \$ _____

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into and effective as of January 1, 2024 (“Effective Date”), by and between the City of Petaluma, a California municipal corporation and charter city (“City”) and the Fourth District Agricultural Association, a district agricultural association (“Contractor”) (collectively, the “Parties”).

WHEREAS, the Parties enter into this Agreement for the purpose of Contractor providing professional services to City under the terms and conditions set forth herein.

THEREFORE, in consideration of the mutual covenants contained in this Agreement, the Parties agree as follows:

1. **Services.**

A. Contractor shall provide the services as described in and in accordance with the schedule set forth in Exhibit “A” attached hereto and incorporated herein (“Services”). Except as otherwise expressly provided in this Agreement, this Agreement does not authorize the Contractor to perform any services in addition to those specified in Exhibit A. The City has no obligation to award any additional Services to the Contractor. Any additional Services awarded to the Contractor pursuant to this Agreement will be in the sole discretion of authorized representatives of the City and shall be added to Exhibit A in accordance with Section 24, Amendment, of this Agreement.

B. The Services under this Agreement shall not include preparing or assisting the City with any portion of the City’s preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the City. The City shall at all times retain responsibility for City contracting, including with respect to any subsequent phase of the Services or this Agreement. The Contractor’s participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. The Contractor shall cooperate with the City to ensure that all contractors submitting proposals for a contract for any subsequent phase of the Services or this Agreement have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by the Contractor pursuant to this Agreement.

C. This Agreement and Contractor’s performance of the Services are subject to all applicable terms and conditions of the license agreement (“License Agreement”)

between Contractor and the City concerning Contractor's use of the City's Fairgrounds property located at 175 Fairgrounds Drive in Petaluma. The License Agreement is hereby made a part of this Agreement by this reference. Contractor's performance of the Services requires Contractor's use and occupancy of the licensed premises as defined in and in accordance with the terms of the License Agreement. Upon termination or expiration of the License Agreement, this Agreement shall terminate or expire in accordance with Section 4, below.

2. **Compensation; Business Tax Certificate.**

- A. For the full performance of the Services as described herein, City shall compensate Contractor in accordance with Exhibit A.
- B. Contractor shall submit detailed monthly reports reflecting all Services performed during the preceding month showing the revenue generated and received by the Contractor during that month and the Contractor's and City's respective shares of such revenues in accordance with Exhibit A. The Contractor shall retain its share of the revenue received during the month as shown in the report as Contractor's monthly compensation for its performance of the Services. Along with the monthly report the Contractor shall remit to the City its share of the monthly revenues as shown in the report. The Contractor shall include or supplement its monthly report pursuant to this paragraph with any additional documentation reasonably requested by City.
- C. Contractor shall be compensated for services in addition to those described in Exhibit A only if Contractor and City execute a written amendment to this Agreement describing the additional services to be performed and the compensation to be paid for such services. In no case shall the total compensation under this Agreement exceed \$ _____ without prior written authorization of the City Manager.
- D. Notwithstanding any provision herein, Contractor shall not be paid any compensation until such time as Contractor has on file with the City Finance Department a current W-9 form available from the IRS website (www.irs.gov) and has obtained a currently valid Petaluma business tax certificate.
- E. City's obligation to compensate Contractor as provided herein is contingent upon Contractor's performance of the Services in accordance with the terms and conditions of this Agreement and any amendments thereto.

3. **Term.** The term of this Agreement commences on the Effective Date, and terminates on December 31, 2026, unless sooner terminated in accordance with Section 4, or unless the Term is extended by mutual agreement of the Parties. The Term may be extended by up to two, one-year extensions, and expire at the conclusion of the extensions, if any, no later than December 31, 2028. Upon termination, any and all of City's documents or materials provided to Contractor and any and all of the documents or materials prepared for City or relating to the performance of the Services, shall be delivered to the City as soon as possible, but not later than fourteen (14) days after termination of the Agreement.

4. **Termination.**

- A. City and Contractor may terminate this Agreement by mutual agreement effective on a date mutually agreed upon.
- B. City and Contractor may terminate and suspend this Agreement for cause upon at least thirty (30) days' written notice. Cause for termination or suspension shall include, but not be limited to, any breach of the terms of this Agreement, including failure to perform the Services in accordance with Exhibit A, or bankruptcy or insolvency of one of the Parties. Any notice of termination for cause given under this Agreement shall specify the cause for termination, the required to cure, the date by which cure must be accomplished, and the effective date of termination in the event the breaching party's breach is not cured as required. Upon receipt of notice of termination or suspension for cause, Contractor shall, if so instructed in the notice, immediately stop all Services in progress under this Agreement. In the event of termination of this Agreement by City, Contractor shall be entitled to payment for all Services performed as of the termination effective date in accordance with the terms and conditions of this Agreement. If City terminates this Agreement for cause, Contractor may be liable to City for, and City may retain or recover from Contractor, revenues received by the Contractor for performance of the Services equal to costs City incurs due to Contractor's breach
- C. City may terminate this Agreement upon the expiration or termination of the License Agreement in accordance with its terms. Upon receipt of notice of termination of the License Agreement or upon expiration of the License Agreement, Contractor shall stop all work in progress under this Agreement unless the City's notice of termination or notice given by the City prior to the expiration of the License Agreement otherwise directs.

5. **Contractor's Representation; Independent Contractor.** Contractor represents that Contractor possesses distinct professional skills in performing the Services. City has relied upon said representation as a material inducement to enter into this Agreement. Contractor shall, therefore, provide properly skilled professional and technical personnel to perform all Services under this Agreement. It is expressly understood that Contractor and its agents and employees, shall act in an independent capacity and as an independent contractor and not as officers, employees or agents of City. This Agreement shall not be construed as an agreement for employment.

6. **Facilities and Equipment.** Contractor shall, at its sole cost and expense, furnish all facilities and equipment that may be required for furnishing the Services pursuant to this Agreement, as specified in Exhibit A. City shall furnish or make available to Contractor the facilities and/or equipment specified in Exhibit A as needed for Contractor's performance of the Services.

7. **Licenses, Permits, Etc.** Contractor shall, at Contractor's sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits or other such approvals which are legally required for performing the Services.

8. **Time.** Contractor shall devote such time to the performance of the Services as may be reasonably necessary for satisfactory performance of Contractor's obligations pursuant to this Agreement.
9. **Inspection.** Contractor shall provide the City every reasonable opportunity to ascertain that the Services are being performed in accordance with the requirements and intentions of this Agreement. All work done and materials furnished, if any, shall be subject to inspection and approval by the City. The inspection of such work shall not relieve Contractor of any of its obligations pursuant to this Agreement.
10. **Progress Reports.** Upon the City's request, Contractor shall provide, in a form reasonably acceptable to City, written reports related to Contractor's performance of the Services.
11. **Confidentiality.** In the course of Contractor's performance of the Services, Contractor may have access to confidential information, disclosure of which is protected or limited by law. Contractor shall not directly or indirectly disclose or use any such confidential information, except as authorized by the City and as required for the performance of the Services.
12. **Conflict of Interest.**
 - A. Contractor represents that it presently has no interest, and covenants that it shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the Services. Contractor further covenants that, in the performance of the Services, it shall not employ any subcontractor or person having such a conflict of interest. Contractor represents that no one who has or will have any financial interest under the Agreement is an officer or employee of City. If such conflict of interest arises during this Agreement or any extension, Contractor will promptly advise City upon becoming aware of the conflict, and if the conflict cannot be resolved to the City's reasonable satisfaction, the City may, at its sole discretion, terminate this Agreement in accordance with Section 4. Certain Contractors are subject to the requirements, including the disclosure and reporting requirements, of the City's Conflict of Interest Code adopted pursuant to the Political Reform Act. Such Contractors subject to the City's Conflict of Interest Code include those whose work may involve: making government decisions regarding approval or adoption of rates, rules, or regulations, action on permits or other applications, authorization to enter into or modify contracts, or approval of plans, designs, reports, or studies. Contractor agrees to comply fully with all such requirements to the extent they apply to Contractor's performance of the Services.
 - B. Certain contractors, in addition to being subject to the City's Conflict of Interest Code, may be subject to other conflict of interest prohibitions, including those in the Political Reform Act, Government Code Section 81000 and following, and Section 1090 and following of the Government Code. The Political Reform Act prohibits public officials, employees and certain contractors from participating in making governmental decisions that the official, employee or consultant knows or has reason to know will result in a material financial effect on their economic interests. Government Code Section 1090 and following prohibits government officials, employees, and certain contractors from participating in making government contracts in which the official, employee or contractor has a financial interest. As a result of the financial interest City

contractors have in their City contracts, the Section 1090 prohibition regarding City contractors focuses on whether a contractor is or would be “making a government contract” in a quasi-governmental capacity for purposes of Section 1090. Section 1090 prohibits City contractors from using their role as a contractor to influence how the City spends the public's funds in a way that benefits the contractor. As a result, Section 1090 may in certain circumstances prohibit the Contractor from responding to solicitations for, or being awarded, subsequent contracts that result from or relate to the Services performed pursuant to this Agreement. . Penalties for violating Section 1090 are severe, and may include felony criminal penalties, permanent disqualification from holding public office in California, disgorgement of any benefit received by the financially interested contractor, civil and administrative penalties, and voiding of the prohibited contract.

13. **Contractor No Agent.** Except as expressly specified in Exhibit A, the Contractor shall have no authority, express or implied, to act or transact on behalf of City in any capacity whatsoever, including advising or representing the City concerning City public contracts as an agent of the City. Other than as specified in Exhibit A, Contractor shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.
14. **Standard of Performance.** Contractor shall perform all the Services in a manner consistent with the standards that generally apply to the performance of the same or similar services by qualified service providers. All instruments of service of whatsoever nature, which Contractor delivers to City pursuant to this Agreement, shall be prepared in a substantial, workmanlike manner and conform to the requirements of this section. All such instruments of service shall become the sole and exclusive property of City upon delivery to the City.
15. **Assignment/Transfer.** No assignment or transfer in whole or in part of this Agreement or any off Contractor’s rights or obligations under this Agreement may be made without the prior written consent of City, and any purported assignment or transfer of Contractor’s rights or obligations under this Agreement without the City’s prior written consent will be void and without effect.
16. **Subcontractors.** Contractor shall directly perform all Services, and shall not subcontract any portion of the Services without the prior written consent of City, and any purported subcontracting of any portion of the Services without the City’s prior written consent will be void and without effect. Any approved subcontractors shall be required to comply, to the full extent applicable, with the terms and conditions of this Agreement, including but not limited to, procuring and maintaining insurance coverage as required naming the City as an additional insured.
17. **Compliance With All Laws.** Contractor shall fully comply with all applicable local, state and federal rules, laws, regulations and ordinances pertaining to the performance of the Services required hereunder, including but not limited to, the California Building Standards Code as in effect in the City, the Americans with Disabilities Act, and any laws and regulations related to any copyright, patent, trademark or other intellectual property right involved in performance of the Services. Contractor’s failure to comply with any law(s) or regulation(s) applicable to the performance of the Services hereunder shall constitute a material breach of this Agreement. To the extent that any other government agency or

entity provides compensation for any Services, Contractor shall comply with all rules and regulations applicable to such fiscal assistance.

18. **Living Wage Ordinance.** Without limiting the foregoing Section 17, Contractor shall comply fully with all applicable requirements of Petaluma Municipal Code, Chapter 8.36, Living Wage (the “Living Wage Ordinance”), as the same may be amended from time to time. Upon the City’s request Contractor shall promptly provide to the City documents and information verifying Contractor’s compliance with the requirements of the Living Wage Ordinance, and shall within fifteen (15) calendar days of the Effective Date of this Agreement, notify each of its affected employees as to the amount of wages and time off that are required to be provided to them pursuant to the Living Wage Ordinance. The Acknowledgement and Certification Pursuant to City of Petaluma Living Wage Ordinance, attached to this Agreement at Exhibit D, shall be a part of this Agreement for all purposes, and Contractors that are subject to Living Wage Ordinance requirements, as determined by the City, must provide a properly completed Exhibit D in accordance with the requirements of the Living Wage Ordinance. Contractor’s noncompliance with the applicable requirements of the Living Wage Ordinance shall constitute cause for City’s termination of this Agreement pursuant to Section 4 hereof.
19. **Discrimination.** During the performance of this Agreement, Contractor shall not discriminate against any employee or applicant for employment because of race, religion, creed, color, national origin, ancestry, gender, sexual orientation, age or physical or mental disability in violation of any applicable law.
20. **Notice.** Except as otherwise specified in this Agreement, all notices to be sent pursuant to this Agreement shall be made in writing, and sent to the Parties at their respective addresses specified below or to such other address as a Party may designate by written notice delivered to the other Party in accordance with this Section. All such notices shall be sent by:
- (i) personal delivery, in which case notice is effective upon delivery;
 - (ii) certified or registered mail, return receipt requested, in which case notice shall be deemed delivered on receipt if delivery is confirmed by a return receipt;
 - (iii) nationally recognized overnight courier, with charges prepaid or charged to the sender’s account, in which case notice is effective on delivery if delivery is confirmed by the delivery service; or
 - (iv) facsimile transmission, in which case notice shall be deemed delivered upon transmittal, provided that (a) a duplicate copy of the notice is promptly delivered by first-class or certified mail or by overnight delivery, or (b) a transmission report is generated reflecting the accurate transmission thereof. Any notice given by facsimile shall be considered to have been received on the next business day if it is received after 5:00 p.m. recipient’s time or on a nonbusiness day.

City: City Clerk
City of Petaluma
Post Office Box 61
Petaluma, California 94953
Phone: (707) 778-4360
Fax: (707) 778-4554

Email: cityclerk@ci.petaluma.ca.us

And:

Phone: _____
Fax: _____
Email: _____

Contractor:

Phone: _____
Fax: _____
Email: _____

21. **Ownership of Documents.** All original papers, documents or computer material on disk or microfilm, and copies thereof, produced as a result of this Agreement, shall be the property of City and may not be used by Contractor other than in the performance of the Services without the prior written consent of City. Copies of such documents or papers shall not be disclosed to others without the written consent of the City Manager or the City Manager’s designated representative. Notwithstanding this provision or any other provision in this Agreement to the contrary, the City and the Contractor shall each own all right, title and interest in and to any intellectual property authored by or on behalf of the City or the Contractor related to the Services. The City shall have an irrevocable, royalty-free, worldwide, fully-paid-up, non-exclusive license to use and authorize others to use any intellectual property of the Contractor included in the work products produced as part of the performance of the Services pursuant to this Agreement.

22. **Indemnification.**

A. With respect to commercial general liability, to the maximum extent permitted by law, Contractor shall, at its own expense, indemnify, defend with counsel acceptable to the City, (which acceptance will not be unreasonably withheld), and hold harmless City and its officers, officials, employees, agents and volunteers (“Indemnitees”) from and against any and all liability, loss, damage, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, civil penalties and fines, expenses and costs (including, without limitation, claims expenses, attorney’s fees and costs and fees of litigation) (collectively, “Liability”) of every nature, whether actual, alleged or threatened, arising out of or in connection with the Contractor’s performance of the Services or Contractor’s failure to comply with any of the terms of this Agreement, regardless of any fault or alleged fault of the Indemnitees.

B. With respect to professional liability, notwithstanding the foregoing or any other provision in this Agreement, to the maximum extent permitted by law, Contractor shall

indemnify defend and hold harmless the Indemnitees from Liability arising out of or in connection with the negligence, recklessness, or willful misconduct of Contractor.

C. The Contractor must respond within 30 calendar days to any tender of defense and indemnity by the City unless the time for responding has been extended by an authorized representative of the City in writing. If the Contractor fails to accept tender of defense and indemnity within 30 calendar days regarding a matter subject to tender pursuant to this Agreement, in addition any other remedies authorized by law, so much of the money due or that may become due the Contractor under this Agreement as shall reasonably be considered necessary by the City may be retained by the City until disposition has been made of the matter subject to tender, or until the Contractor accepts the tender, whichever occurs first. In the event that the City must file responsive documents in a matter tendered to Contractor prior to Contractor's acceptance of tender, where such matter is subject to tender pursuant to this Agreement, Contractor agrees to fully reimburse all costs, including but not limited to attorney's fees and costs and fees of litigation, incurred by the City in filing such responsive documents.

D. Notwithstanding the foregoing, to the extent this Agreement is a "construction contract" as defined by California Civil Code Section 2783, as may be amended from time to time, Contractor's duty to indemnify under this provision shall not apply when to do so would be prohibited by California Civil Code Section 2782, as may be amended from time to time.

E. Notwithstanding the foregoing, to the extent that the Services include design professional services subject to California Civil Code Section 2782.8, as may be amended from time to time, Contractor's duty to indemnify shall only be to the maximum extent permitted by California Civil Code Section 2782.8.

23. **Insurance.** Contractor shall comply with the "Insurance Requirements for Contractors" in Exhibit B, attached hereto and incorporated herein by reference.

City reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. City's failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or City's failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

24. **Amendment.** This Agreement may be amended only by a written instrument executed by both Parties.

25. **Litigation.** If litigation ensues which pertains to the subject matter of Contractor's services hereunder, Contractor, upon request from City, agrees to testify therein at a reasonable and customary fee.

26. **Construction.** This Agreement is the product of negotiation and compromise on the part of both Parties and that the Parties agree that, notwithstanding Civil Code section 1654, any uncertainty in the Agreement shall not be construed against the drafter of the Agreement.

27. **Governing Law; Venue.** This Agreement shall be enforced and interpreted under the laws of the State of California and the City of Petaluma. Any action arising from or brought in connection with this Agreement shall be venued in a court of competent jurisdiction in the County of Sonoma, State of California.
28. **Non-Waiver.** The City's failure to enforce any provision of this Agreement or the waiver thereof in a particular instance shall not be construed as a general waiver of any part of such provision. The provision shall remain in full force and effect.
29. **Severability.** If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.
30. **No Third Party Beneficiaries.** The Parties do not intend to create, and nothing in this Agreement shall be construed to create any benefit or right in any third party.
31. **Mediation.** The Parties agree to make a good faith attempt to resolve any dispute arising out of this Agreement through mediation prior to commencing litigation. The Parties shall mutually agree upon the mediator and shall divide the costs of mediation equally.
32. **Contractor's Books and Records.**
- A. Contractor shall maintain any and all ledgers, books of accounts, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to the City for a minimum period of three (3) years or for any longer period required by law, from the date of final payment to Contractor pursuant to this Agreement.
 - B. Contractor shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years or for any longer period required by law, from the date of termination or completion of this Agreement.
 - C. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Manager, City Attorney, City Finance Director, or a designated representative of these officers. Copies of such documents shall be provided to the City for inspection at Petaluma City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Contractor's address indicated for receipt of notices in this Agreement.
 - D. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Contractor's business, City may, by written request by any of the above-named officers, require that custody of the records be given to the City and that the records and documents be maintained in Petaluma City Hall. Access to such records and documents shall be granted to any party authorized by Contractor, Contractor's representatives, or Contractor's successor in interest.
33. **Headings.** The headings used in this Agreement are for convenience only and are not intended to affect the interpretation or construction of any provisions herein.

34. **Survival.** All obligations arising prior to the termination or expiration of this Agreement and all provisions of this Agreement allocating liability between City and Contractor shall survive the termination or expiration of this Agreement.
35. **Entire Agreement.** This Agreement, including the exhibits attached hereto and incorporated herein, constitutes the entire agreement between the Parties with respect to the Services, and supersedes all prior agreements or understandings, oral or written, between the Parties in this regard.

IN WITNESS WHEREOF, the parties hereto have executed this document the day, month and year first above written.

CITY OF PETALUMA

CONTRACTOR

City Manager

By _____
Name

ATTEST:

Title

City Clerk

Address

APPROVED AS TO FORM:

City State Zip

City Attorney

Taxpayer I.D. Number

Petaluma Business Tax Certificate Number

- Exhibits:
- Exhibit A – Scope of Services
 - Exhibit B – Insurance Requirements
 - Exhibit C – Living Wages
 - Exhibit D – Fairgrounds Facility Description
 - Exhibit E – Fairgrounds Description of Fees

EXHIBIT A
Scope of Services

- I. Services Generally:** The City is retaining the Contractor as event booking agent and events manager for the purpose of providing Petaluma community members access and opportunities to enjoy enhanced community services, recreational activities, onsite special events, and increased access to affordable indoor and outdoor public venues for diverse programming on the City’s Fairgrounds Property located at 175 Fairgrounds Drive in Petaluma (“Fairgrounds”). The Services performed by the Contractor pursuant to this Agreement include hiring and supervising all staff necessary to perform the Services pursuant to this Agreement, including facility rentals and community access, and coordinating with City staff, third party property managers and City partners as necessary for events scheduling and management on the Fairgrounds in accordance with all applicable laws and regulations, including, without limitation, the California Prevailing Wage Law and the City’s Living Wage regulations, except as the City may otherwise direct, including regarding events scheduled directly by the City in accordance with provision II, below.

Within ten calendar days of the effective date of this Agreement, Contractor will provide the City with a list of Contractor employees that will be performing the Services, including the employees’ job responsibilities, current certifications, and confirming fingerprinting and background checks have been completed for all Contractor employees that will be performing the Services. The Contractor will update the employee list as needed to keep it current during the term of this Agreement, and promptly provide any updates to the City. Contractor employees performing the Services must have sufficient events booking and managing experience to ensure that the Services meet or exceed industry standards. Contractor staffing under this Agreement will include adequate levels of administrative support to promptly respond to public inquiries, requests and complaints and sufficient facility and event staffing for setting up, monitoring, and managing of events and programming on the Fairgrounds pursuant to this Agreement.

All Services performed under this Agreement are subject to and are to be performed in accordance with the License Agreement between the Contractor and the City governing the Contractor’s use of the Fairgrounds, and the license agreements between the City and existing Fairgrounds tenants governing those tenants’ uses on the Fairgrounds. The Fairgrounds license agreements (Fairgrounds Licenses) are hereby made a part of this Agreement by this reference, and will be made available on request. The Services performed under this Agreement will bring to the Fairgrounds new and recurring community events, educational and cultural programming, recreational activities, and new

piloted uses that expand opportunities for public access for community groups including youth and teens, aging adults, local non-profits and agriculture-based organizations. All reservations the Contractor establishes pursuant to this Agreement must be appropriate for the building or other facilities, grounds or portion of the Fairgrounds being reserved, and comply with all applicable City requirements, including all applicable General Plan and Zoning requirements, the performance standards specified in Chapter 21 of the City's Implementing Zoning Ordinance, and the City's special events permitting policies, if applicable. The performance standards may be accessed here: [Ch. 21 Performance Standards Petaluma Implementing Ordinance \(municipal.codes\)](#) The City's special events permitting policies may be accessed here: [Special Event Permit - City of Petaluma](#). If events booked by the Contractor violate applicable land use, performance or other standards, or result in safety hazards, significant community complaints and/or alleged violations of law requiring police response, the Contractor and the City will confer, and the Contractor agrees to implement corrective actions that the City may reasonably request to prevent such impacts in the future. If reasonably necessary, the Contractor and the City will cooperate regarding amendments to the events management requirements or other terms of this Agreement and/or the bookable buildings and locations on the Fairgrounds and/or potential eligible users of the Fairgrounds to avoid negative impacts on the community or the Fairgrounds.

The activities comprising the Services that the Contractor will perform pursuant to this Agreement, including event booking services, event management services, provision of equipment and supplies, fee recovery and revenue sharing, custodial services, and Fairgrounds security, as well as cooperation of the City concerning the Contractor's performance of the Services, are described further below.

II. Event Booking Services: As booking agent for the City, the Contractor will provide all Services necessary to support scheduling and reservations for community programming and special events at the Fairgrounds, which include but are not limited to: maintaining a public-facing Fairgrounds availability calendar and links to the reservation process on the Contractor's website, ensuring that room availability information on the website is kept up to date, processing reservation requests, receiving deposits and user fees, accounting for event revenue and remitting the City's share of revenues, and returning unused deposit balances in accordance with the requirements of this Agreement and all applicable laws and regulations. The Contractor will provide monthly reports and remit the City's share of events revenue in accordance with Section 2 of this Agreement and this provision. The Contractor will schedule reservations and bookings using the software used by the City for other City facilities. The Contractor will enter booking information the same day it is

received or the immediately following business day. The scheduling software used by the City is subject to change upon reasonable notice to the Contractor. The Contractor and the City will have shared access to the Fairgrounds events scheduling software and booking records. The City may direct-book City events (events of the City itself) and City partner events (events involving City non-profit partners) using the City's event management software. The facilities and locations on the Fairgrounds that the Contractor may book are specified in the Fairgrounds Facility Description attached to and made a part of this Agreement as Exhibit D. The City may directly book any non-reserved Fairgrounds facilities and locations at any time, and will use reasonable efforts to provide Contractor two weeks' notice of direct-booked City events. The Contractor will use City-prescribed and provided reservation materials, including, but not limited to, use agreements, insurance documentation, and special event permit materials where applicable, for all Contractor bookings pursuant to this Agreement. The Contractor will collect and have on file all required, completed reservation materials, deposits, and user fees before finalizing any use agreements and showing as final and reserved any reservations in the City's scheduling software. Within 30 days of the effective date of this Agreement, or a later date on which the Contractor and the City Agree, the Contractor will provide the City for City review and approval a site activation plan for booking events on the Fairgrounds that substantially increases public use of the property in accordance with the purposes described in provision I.

III. Event Management Services: The Contractor will be responsible for performing all event management services required for events the Contractor books on the Fairgrounds. If the City requests, the Contractor will also be responsible for performing events management services required for events the City direct-books. Applicable user fees in the Fairground Description of Fees attached to and made a part of this Agreement as Exhibit E will apply to direct-booked City events for which the City requests the Contractor to provide events management services. The events management services the Contractor will perform pursuant to this Agreement include, but are not limited to; maintaining up-to-date scheduling, collecting user fees in accordance with Exhibit E, responding to event inquiries from the public, maintaining current information on the status of bookable facilities and locations on the Fairgrounds as listed in Exhibit D, conducting pre-event walk-throughs with event organizers, ensuring the Fairgrounds buildings and locations are returned in the same condition as prior to the event, normal wear and tear excepted, staffing all events for set up and break down support, as well support during events, and supervising all events booked in the Fairgrounds buildings and grounds to ensure that the uses are in accordance with all requirements of this Agreement and applicable laws and regulations. The Contractor will ensure that Contractor's event management staff is on site and available during all times when Fairgrounds buildings and/or grounds are in use. The Contractor

shall keep current and make available to the City and Fairgrounds users the Contractor's on-call staffing schedule and contact list and contact information for Contractor's events management staff, including weekday, evening and weekend contacts.

- III. Contractor Supplies and Equipment:** The Contractor owns and maintains supplies and equipment necessary for providing events management services. The events management supplies and equipment maintained by the Contractor generally include those listed in Exhibit D. As a part of performing event management services pursuant to this Agreement, the Contractor will make available to Fairgrounds users supplies and equipment as needed for users' events subject to and in accordance with the user fees in Exhibit D. Applicable user fees received in accordance with Exhibit D for use of Contractor's event supplies and equipment, subject to the revenue sharing schedule in provision V, below, are the sole compensation Contractor will receive for use of its event supplies and equipment as part of its event management services pursuant to this Agreement.
- IV. User Fees and Revenue Sharing:** The user fees that will apply to users Contractor books and Contractors' event management services are specified in Exhibit E to this Agreement. The user fees are intended to recover the costs of providing events services and are subject to review and approval by the City.

The annual revenue sharing schedule that will apply to the revenues the Contractor and the City receive for events the Contractor books pursuant to this Agreement is as follows:

<u>Revenue</u>	<u>Allocation</u>
\$0 - \$500,000	DAA to keep 90% of revenue; City to deposit 10% into a capital and operations investment fund.
\$500,001 - \$700,000	DAA to keep 65% of revenue; City to deposit 35% into a capital and operations investment fund.
\$700,001 and over	DAA to keep 35% of revenue; City to deposit 65% of revenue into capital and operations investment fund

City events and City partner events will not be subject to the revenue sharing schedule in this provision unless otherwise specified by the City. Otherwise, all Fairground buildings and grounds designated by the City as available for Contractor bookings as listed in Exhibit

D and booked by the Contractor will be subject to user fees and revenue sharing schedule specified in this Agreement.

- V. **Custodial Services:** Within 10 calendar days of execution of this Agreement, the Contractor will provide the City an inventory of all building and facilities (including fixtures) on the Fairgrounds, all records of repairs or inspections of the buildings and facilities within the previous 3 years, any known maintenance or repair requirements of the building and facilities, and all records of building and facilities construction plans, as-built plans and warranties.

The Contractor shall ensure that all Fairgrounds buildings, building systems, fixtures, both indoor and outdoor, and all Fairgrounds buildings and locations subject to booking as listed in Exhibit D are in sufficiently good working order to operate and be used safely both prior to and following any reserved events, and promptly notify the City regarding any Fairgrounds buildings, systems, fixtures, or locations that require maintenance or repair in order to be used safely.

The Contractor will perform, as part of Contractor's event management services pursuant to this Agreement, all day-to-day custodial services for any Fairgrounds buildings and locations available for booking as listed in Exhibit D. The Contractor will also be responsible for day-to-day custodial services in the buildings the Contractor occupies pursuant to the License Agreement in accordance with its terms, but will not be responsible for custodial services for the buildings and locations subject to the other Fairgrounds Licenses. The Contractor will inspect all buildings and locations on the Fairgrounds after use for damage that has been caused by a reserved use, collect evidence of the damage, determine the applicable deposit deduction in accordance with Exhibit E, deduct that amount from the deposit, inform the user, providing the evidence of the damage, and return the remaining deposit balance, if any, to the user following the completion of needed repairs, and coordinate with the City in accordance with this Agreement regarding needed repairs. Deposit amounts deducted due to damage will be applied to needed repair costs. The custodial services that the Contractor will perform pursuant to this Agreement include, but are not limited to:

- VI. **Maintenance, Repair and Alterations and Capital Improvements:** The City will manage, staff or contract for, and oversee maintenance and repair of Fairgrounds buildings and locations available for bookings as listed in Exhibit D. Maintenance and repair that City will provide pursuant to this provision for Fairgrounds buildings and locations available for booking includes street sweeping on the Fairgrounds rights of way, and

excludes the custodial services Contractor will perform in accordance with provision V, above. The Contractor and the City will each provide to the other emergency on call contact information to provide notice and coordinate regarding needed after hours and weekend maintenance and repairs. The Contractor agrees to submit timely maintenance and repair work order requests to the Authorized City Representative, who will manage and prioritize all maintenance activity. The Contractor is not authorized to make or permit any alterations, renovations or capital improvements on the Fairgrounds without the prior, written approval of an authorized City representative. The City will use reasonable efforts to coordinate with the Contractor concerning any alterations, renovations or capital improvements the City plans for the Fairgrounds to address to the extent practicable the effect such work may have on the Contractor's performance of the Services.

- VII. Fairgrounds Security and Access:** The City's security contractor will be responsible for securing the Fairgrounds main access gates and property daily, subject to the direction of the City. The Contractor will be responsible for providing Fairgrounds users and their invitees access to Fairgrounds buildings and locations reserved for events prior to the event, and for inspecting and locking or otherwise securing Fairgrounds buildings and locations after the conclusion of events, subject to the terms of the City's contracted security protocols.
- VIII. City Cooperation:** The City will cooperate with the Contractor as necessary and appropriate to accomplish the purposes of this Agreement as described in provision I. In particular, City cooperation in support of Contractor's performance of the Services will include: providing training, licensing and access for use of the City's event management software required for the performance of Contractor's events booking Services in accordance with provision II; and providing training, guidelines, and procedures to follow in submitting and tracking requested maintenance and repair activities in accordance with provision VII.

EXHIBIT B
INSURANCE REQUIREMENTS
FOR ALL AGREEMENTS

Contractor's performance of the Services under this Agreement shall not commence until Contractor shall have obtained all insurance required under this paragraph and such insurance shall have been approved by the City Attorney as to form and the Risk Manager as to carrier and sufficiency. All requirements herein provided shall appear either in the body of the insurance policies or as endorsements and shall specifically bind the insurance carrier.

Contractor shall procure and maintain for the duration of the contract all necessary insurance against claims now and in the future for injuries to persons or damages to property which may arise from or in connection with the performance of the Services by the Contractor, the Contractor's agents, representatives, employees and subcontractors.

A. Required Minimum Scope of Insurance

- Coverage shall be at least as broad as:
Insurance Services Office Commercial General Liability coverage:
 - a. Personal injury;
 - b. Contractual liability.
- Insurance Services Office form covering Automobile Liability (any auto), if no company owned autos, non-owned and hired auto applies.
- Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
- Professional Liability/Errors and Omissions
- Crime/Employee Blanket Fidelity Bond
- Property Insurance against all risks of loss to any tenant improvements or betterments.
- Pollution Liability Insurance
- Garage Liability
- Garagekeepers Insurance
- Technology Professional Liability Errors and Omissions Insurance (IT Consultant)/Cyber Liability
- Abuse or Molestation Liability Coverage

A.1 Required for All Contracts

- Policy Endorsements or Excerpts from the Policy Pursuant to Section D
- Copy of the Declarations and Policy Endorsements Page for the CGL Policy

B. Minimum Limits of Insurance

Consultant shall maintain limits no less than:

- General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate liability is used, either the general aggregate limit shall apply separately to this Agreement or the general aggregate limit shall be twice the required occurrence limit.
- Products/Completed Operations: \$1,000,000 per occurrence/aggregate.
- Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
- Employer's Liability: Bodily Injury by Accident - \$1,000,000 each accident.

Bodily Injury by Disease - \$1,000,000 policy limit.

Bodily Injury by Disease - \$1,000,000 each employee.

- Professional Liability/Errors and Omissions: \$1,000,000 per occurrence or claim. If the policy provides coverage on a claims-made basis, the retroactive date must be shown and must be before the date of the Agreement or the beginning of the contract work.
 - Crime/Employee Blanket Fidelity Bond - \$1,000,000: Contractor, at its own cost and expense, must maintain a Crime/Employee Blanket Fidelity Bond in the amount of \$1,000,000 per employee covering dishonesty, forgery, alteration, theft, disappearance, destruction (inside or outside).
 - All Risk Property Insurance: Full replacement cost.
 - Pollution legal liability with limits no less than \$1,000,000 per occurrence or claim and \$2,000,000 policy aggregate. If the policy provides coverage on a claims-made basis, the retroactive date must be shown and must be before the date of the Agreement or the beginning of the contract work.
 - Garage Liability: \$1,000,000 per occurrence.
 - Garagekeepers Insurance: \$1,000,000 per occurrence.
 - Technology Professional Liability Errors and Omissions Insurance appropriate to the Consultant's profession and work hereunder, with limits not less than \$1,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Vendor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.
1. The Policy shall include, or be endorsed to include, **property damage liability coverage** for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the City in the care, custody, or control of the Consultant. If not covered under the Consultant's liability policy, such "property" coverage of the City may be endorsed onto the Consultant's Cyber Liability as covered property as follows:
 2. **Cyber Liability coverage** in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the City that will be in the care, custody, or control of the Consultant.
 3. The Insurance obligations under this agreement shall be the greater of 1) all the Insurance coverage and limits carried by or available to the Consultant; or 2) the minimum Insurance requirements shown in this Agreement. Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, shall be available to the City. No representation is made that the minimum Insurance requirements of this Agreement are sufficient to cover the indemnity or other obligations of the Consultant under this agreement.
- Abuse or Molestation Liability Coverage: \$1,000,000 per occurrence; \$2,000,000 aggregate.

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees, and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured (Contractor) or the City.

City reserves the right to review any and all of the required insurance policies, declaration pages, and/or endorsements, but has no obligation to do so. City's failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or City's failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

D. Other Insurance Provisions

The required general liability and automobile policies are to contain, or be endorsed to contain the following provisions:

1. **Additional Insured:** The City, its officers, officials, employees, agents and volunteers are to be covered as Additional Insureds as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, agents or volunteers.
2. **Primary and Non-Contributory:** For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees, agents or volunteers.
4. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought except, with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.
6. **Waiver of Subrogation:** Consultant agrees to waive subrogation rights for commercial general liability, automobile liability and worker's compensation against City regardless of the applicability of any insurance proceeds, and to require all contractors, subcontractors or others involved in any way with the Services to do likewise.
7. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirement and/or limits shall be available to the additional insured. Furthermore, the requirement for coverage and limits shall be (1) the minimum coverage and limits specified in this

EXHIBIT C

ACKNOWLEDGEMENT AND CERTIFICATION PURSUANT TO CITY OF PETALUMA LIVING WAGE ORDINANCE PETALUMA MUNICIPAL CODE CHAPTER 8.36

The City of Petaluma Living Wage Ordinance (“Ordinance”), Petaluma Municipal Code Chapter 8.36, applies to certain service contracts, leases, franchises and other agreements or funding mechanisms providing financial assistance (referred to hereafter as an “Agreement”) between the City of Petaluma (“City”) and/or the Petaluma Community Development Commission (“PCDC”) and contractors, lessees, franchisees, and/or recipients of City and/or PCDC funding or financial benefits (“covered entities”).

Pursuant to Petaluma Municipal Code Section 8.36.120, as part of any bid, application or proposal for any Agreement subject to the Ordinance, the covered entity shall:

- Acknowledge that the covered entity is aware of the Ordinance and intends to comply with its provisions.
- Complete the Report of Charges, Complaints, Citations and/or Findings contained in this Acknowledgement and Certification by providing information, including the date, subject matter and manner of resolution, if any, of all wage, hour, collective bargaining, workplace safety, environmental or consumer protection charges, complaints, citations, and/or findings of violation of law or regulation by any regulatory agency or court including but not limited to the California Department of Fair Employment and Housing, Division of Occupational Safety and Health (OSHA), California Department of Industrial Relations (Labor Commissioner), Environmental Protection Agency and/or National Labor Relations Board, which have been filed or presented to the covered entity within the ten years immediately prior to the bid, proposal, submission or request.

Pursuant to Petaluma Municipal Code Section 8.36.120, before the beginning of the term of any covered Agreement, or prior to the execution of said Agreement by the City or the PCDC, each covered entity shall certify that its employees are paid a living wage that is consistent with Petaluma Municipal Code Chapter 8.36.

By executing this Acknowledgement and Certification, the covered entity (i) acknowledges that it is aware of the Ordinance and intends to comply with its provisions, (ii) attests to the accuracy and completeness of information provided in the Report of Charges, Complaints, Citations and/or Findings contained herein, (iii) certifies that it pays its covered employees a Living Wage as defined in Petaluma Municipal Code Chapter 8.36 and (iv) attests that the person executing this Acknowledgement and Certification is authorized to bind the covered entity as to the matters covered in this Acknowledgement and Certification.

SO ACKNOWLEDGED and CERTIFIED:

Project or Contract I.D: _____

_____ Date: _____
(Print Name of Covered Entity/Business Capacity)

By _____
(Print Name)

/s/ _____
(Signature)

Its _____
(Title /Capacity of Authorized Signer)

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**REPORT OF CHARGES, COMPLAINTS, CITATIONS AND/OR FINDINGS
PURSUANT TO PETALUMA MUNICIPAL CODE SECTION 8.36.120**

FOR EACH WAGE, HOUR, COLLECTIVE BARGAINING, WORKPLACE SAFETY, ENVIRONMENTAL OR CONSUMER PROTECTION CHARGE, COMPLAINT, CITATION, AND/OR FINDING OF VIOLATION OF LAW OR REGULATION BY ANY REGULATORY AGENCY OR COURT, INCLUDING BUT NOT LIMITED TO THE CALIFORNIA DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING, DIVISION OF OCCUPATIONAL SAFETY AND HEALTH (OSHA), CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS (LABOR COMMISSIONER), ENVIRONMENTAL PROTECTION AGENCY AND/OR NATIONAL LABOR RELATIONS BOARD, WHICH:

- AFFECTS YOU AS A PROSPECTIVE CONTRACTOR, SUBCONTRACTOR, LESSEE, FRANCHISEE AND/OR PARTY TO ANY CITY OF PETALUMA AND/OR PETALUMA COMMUNITY DEVELOPMENT COMMISSION-FUNDED AGREEMENT OR BENEFIT SUBJECT TO PETALUMA MUNICIPAL CODE CHAPTER 8.36 (LIVING WAGE ORDINANCE), AND
- HAS BEEN FILED OR PRESENTED TO YOU WITHIN THE TEN YEARS IMMEDIATELY PRIOR TO THE BID, PROPOSAL, SUBMISSION OR REQUEST FOR WHICH THIS ACKNOWLEDGEMENT AND CERTIFICATION IS MADE.

PLEASE PROVIDE THE DATE, THE REGULATORY AGENCY OR COURT MAKING THE CHARGE COMPLAINT, CITATION OR FINDING, THE SUBJECT MATTER AND THE MANNER OF RESOLUTION, IF ANY, FOR EACH SUCH CHARGE COMPLAINT, CITATION OR FINDING.

IF NONE, PLEASE STATE "NONE": _____

ATTACH ADDITIONAL PAGES IF NEEDED.

Date: _____

Regulatory Agency or Court: _____

Subject Matter: _____

Resolution, if any: _____

Expected resolution, if known: _____

Exhibit D

City of Petaluma, Recreation Services

320 North McDowell Blvd. Petaluma CA 94954 707.778.4380 Fax 707.656.4057

parksnrec@cityofpetaluama.org www.cityofpetaluma.org

FAIRGROUND FACILITY DESCRIPTION

Whether you are looking to host a personal event or a business function, the Petaluma Event Center offers a variety of spaces to fit your needs, or you can rent the whole fairgrounds! The Petaluma Event Center is nestled on 55+ acres in the City of Petaluma. With several banquet rooms available for Wedding Receptions, Quinceañeras, Birthday Parties, Family Reunions, School Dances, Company Parties, and Conferences, the Sonoma-Marin Fairgrounds and Event Center is sure to have the perfect space for your event. Our dedicated and professional staff is here to assist with the planning, set-up, and execution of your event.

Below you can find information about our banquet rooms and rental spaces. Our rental coordinator is available Tuesdays and Thursdays during office hours. To serve you better with a tour or customized quote for your event, please contact us at (707) 283-3247 or email info@sonoma-marinfair.org to make an appointment.

HERZOG HALL

Capacity: 425 dining or 900 assembly

Notes: Includes kitchen, restrooms, dressing rooms, and air-conditioning

6,358 Square Feet

One of our larger halls on the grounds, Herzog Hall, is an excellent setting for banquets, wedding receptions, trade shows, job fairs, or dances. Use of the hall includes a caterer's kitchen.

BEVERLY C. WILSON HALL

Capacity: 100 dining

Notes: Includes kitchen, restrooms, and air-conditioning

3,440 Square Feet

Perfect for smaller weddings, anniversaries and birthday parties, conferences, or training sessions, Beverly C. Wilson Hall includes a small kitchen. A lobby area can be used for registration or greeting your guests.

BEHRENS PARK

The flat, shady area of Behrens Park is ideal for picnics, barbecues, and other outdoor gatherings.

GARDENWAY LAWN & STAGE

Capacity: 2,500-3,000

Notes: Festival Area; a few bleachers available, restrooms nearby.

17,600 square feet, lawn 2,196 square feet, stage

Between the Main Exhibit Building and the Arts & Crafts Building, this is the area where we have concerts at Fair times. This area is ideal for your concert or mini-festival. The outdoor stage area can be rented separately. It is a versatile venue for a variety of needs.

BARNS AND SHOW RINGS

Capacity: Varies

Notes: Ag education, market shows, livestock, milk barn, bathrooms, showers, trailer hookups

150+ Stalls/ 3 Show Rings

Used mainly during the fair time for our Ag education and livestock shows, our rustic barns and well-kept show rings make a great spot for your next agriculture event.

MAIN EXHIBIT BUILDING

14,000 Square Feet

Capacity: 1500+

Notes: Large parties, corporate events, expos, restrooms indoors, roll-up door feature

Our largest indoor facility on campus, this building boasts ample open space and a roll-up door feature to see your vision come to life. Frequently used for indoor concerts, large corporate gatherings, proms, and indoor roller skating.

LOT "B"

225,000 Square Feet

Capacity: 4000+

Notes: Car shows, carnivals, no restrooms, overflow parking, rodeos, drive-in movies

Often used for Drive-in Movies and Pop-Up Rodeos, this large area boasts high visibility and is adjacent to ample parking.

CARNIVAL LOT

238,000 Square Feet

Capacity: 4000+

Notes: Car shows, dog shows, carnivals, indoor restrooms adjacent, hook-ups for water & power available.

Often used for automotive shows, sales, and large outdoor shows, this large area boasts higher visibility, adjacent indoor restrooms, and hook-ups for water & power.

GARDEN

Capacity: 150+

Notes: weddings, private events, wine garden, power available

Frequently used for wedding ceremonies and receptions, this little oasis feature fruit trees, succulents, and a pond with a small walk-across bridge.

ALL SPACES

A clean-up/damage/security deposit is required for all events and is refundable at the end of the month your event is held.

PA System, Podium, Ticket Booths, Bleachers, Portable Bar, BBQ Pits & Grates, and Security is available at additional cost.

Liability insurance is required for all events and can be purchased through the Fair for most events. The cost is based on attendance.

For More Information, Estimates, or Availability Information, Call 707 283-3247

Additional considerations for your rental needs ...

- Easy freeway access from Highway 101 and Highway 116.
- Convenient parking close to the rental halls and outdoor locations.
- Hall rentals include tables and chairs - there is no separate rental cost.
- Affordable rental fees are based on per-day use, not hourly.
- All rental halls are heated and air-conditioned, comfortable all year.
- Indoor and outdoor space can be rented separately or in conjunction with your event.
- Experienced staff to help you make your event a success.

Call for an estimate today!

ADDITIONAL RENTAL EQUIPMENT

Rental Equipment / Services	Description	Price Per Day	Qty.
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Exhibit E FAIRGROUND DESCRIPTION OF FEES

City of Petaluma, Parks and Recreation Services

320 North McDowell Blvd. Petaluma CA, 94954

707.778.4380 parksnrec@cityofpetaluma.org

www.cityofpetaluma.org

DEPOSITS – ALL FACILITIES

Deposits are due at time of reservation; the date reservation deposit is applied to the total deposit. The deposit will be refunded in its entirety within 2-3 weeks after the event so long as there is no property damage and/or additional cleaning required.

	Date Reservation Deposit	Facility Deposit
All Fairground Rental Deposit	\$300	\$1,000

PETALUMA FAIRGROUNDS

PRICE PER DAY	Non-Profit	Private Resident	Commercial	Government (M-Th)
Herzog Hall	770	875	1532	578
Beverley C. Wilson Hall	396	450	788	297
Behren's Park <i>Fee (discount when adding on to Herzog)</i>	440 (132)	500 (150 when adding on to Herzog)	875 (263)	330
Wine Garden	396	450	788	297
Barn(s)	154	175	307	116
Show Ring(s)	132	150	263	99
Restrooms: Concourse, Carnival, Behrens Park	220	250 per day, per location	438	165

PRICE PER 4 HOUR MIN	Non-Profit	Private Resident	Commercial	Government (M-Th)
Herzog Hall	257	292	511	193
Beverley C. Wilson Hall	132	150	263	99
Behren's Park <i>Fee (discount when adding on to Herzog)</i>	147 (44)	167 (50 when adding on to Herzog)	293 (88)	111 (33)
Wine Garden	132	150	263	99
Barn(s)	51	58	102	39
Show Ring(s)	44	50	88	33
Restrooms: Concourse, Carnival, Behrens Park	73	83 per day, per location	146	55

RENTAL CATEGORIES

NON-PROFIT: For events sponsored by non-profit organizations, a non-profit number is required at time of booking.

PRIVATE RESIDENT: Any event, program or activity, being held by an individual(s) with no charge to the public or donations and/or contributions made by those attending.

COMMERCIAL: Any business that does not qualify as a non-profit.

GOVERNMENT: Any school, federal, state, county or local government agency requesting use of facilities for a public hearing, meeting, conference, either of an educational or recreational nature.

Exceptions: Any governmental agency requesting use of facilities from 12 noon Friday through 1 a.m. Sunday will be charged the appropriate non-profit rate. Any governmental agency requesting use of facilities, resulting in direct compensation or income will be charged the appropriate non-profit fees. All established policies and procedures apply, including cancellation and rescheduling fees.

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