



74th Annual Solano County Fair

2023 Commercial Vendor

&

2023 Food & Beverage Concessionaire

Policies & Guidelines Handbook

The Board, Management and Staff of the Solano County Fair Association are pleased to have you join us for the **74th Annual Solano County Fair**. This Handbook is intended to acquaint you with the Solano County Fair Association's Policies and Guidelines required for you to participate in this year's Fair.

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IMPORTANT CONTACTS

PHYSICAL ADDRESS

SOLANO COUNTY FAIRGROUNDS
900 FAIRGROUNDS DRIVE
VALLEJO, CA 94589
(707) 551 - 2000

SOLANO COUNTY FAIR ASSOCIATION (SCFA) STAFF

Interim Chief Executive Officer
707-551-2004 ~ ceo@scfair.org

Commercial Coordinator
Alejandra Tejano
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All information, dates, times and prices contained in this Handbook are subject to change without notice.

FAST FACTS

FAIR ADMINISTRATION OFFICE HOURS

Thurs 6/15 – Sun 6/18/23..... 8:00 am – Close

VENDOR & CONCESSIONAIRE HOURS

All Vendors & Concessionaires are required to open their booths on time and remain open until closing time.

First and foremost, when the Fair is open to the public, then you as are obligated be open for business. You may choose to remain open longer to accommodate late patrons or open early to serve fair personnel.

FAIRGROUNDS SAFETY REQUIREMENTS

To protect our attendees, staff, Vendors & Concessionaires, the SCFA has adopted the following rules, regulations and procedures. These rules apply to all.

ITEMS PROHIBITED ON THE FAIRGROUNDS

- Glass beverage containers
- Pets (Service Animals welcome)
- Knives, guns, mace, toy guns, laser pointers or any other item that may be determined to be a weapon by the SCFA's staff, security or law enforcement personnel.
- Alcoholic beverages may not be brought onto the Fairgrounds
- Illegal Drugs
- Bicycles, skateboards, roller blades or scooters

ACTIVITIES PROHIBITED ON THE FAIRGROUNDS

- Soliciting without an SCFA executed contractual agreement or outside of assigned space
- Distribution of leaflets, stickers, balloons or flyers without prior written approval from SCFA
- Congregating in large groups or in such a manner that it could be construed as "gang activity"
- Fighting or roughhousing

To ensure the safety of all, the SCFA works closely with the Solano County Sheriff's Department and other law enforcement entities. Metal detectors may be used at all public entrances.

FIRE SAFETY STANDARDS

All fire regulations as prescribed by the State Fire Marshal and the City of Vallejo Fire Department shall be strictly observed.

All decorative material including, but not limited to, drapes, hangings, curtains, and table covers with overhangs, shall be made from non-flammable material, or rendered and maintained in a flame-retardant condition by means of an approved solution and process.

Except for fabric made of 100% glass fiber, a special permit from the City of Vallejo Fire Department shall be required for decorative material, non-flammable

or treated, when suspended horizontally as an overhead cover.

Exits, exit lights, firefighting equipment (fire extinguisher stations, fire hose cabinets, and fire hydrants), aisles, ramps, corridors and passageways shall not be blocked or have their required width obstructed in any manner by vehicles, turnstiles, exhibits or concessions, chairs, equipment, persons, or anything else not mentioned. Flammable liquids and other flammable substances and/or objects are not allowed within any building or tent.

The exhibition of vehicles powered by internal combustion gasoline engines inside buildings shall require the following precautions:

- The gas cap shall be taped in place to deter removal
- The battery or batteries shall be disconnected
- The battery terminals shall be taped with electrical tape

The City of Vallejo Fire Department may enter any portion of any exhibit space or booth on the Fairgrounds at any time for the purpose of inspecting the premises for fire and life safety.

GENERAL POLICIES FOR VENDORS & CONCESSIONAIRES

SPACE ALLOCATION POLICY

- While there is no guarantee that a returning Vendor or Concessionaire will be assigned the same space as in previous years, reasonable effort by the SCFA's staff will be made to assign the same space as in the prior year upon request.
- Consideration will be given to requests by Vendors or Concessionaires on the location of their booths.
- Space shall be allotted on a first-come, first-serve basis.
- At his/her sole discretion, the SCFA's Chief Executive Officer or Designee, may require Vendors or Concessionaires to move to a different location if deemed to be in the best interest of the Fair.

VENDOR'S & CONCESSIONAIRE'S RESPONSIBILITY

It is the Vendor's & Concessionaire's responsibility to understand the policies and guidelines in this information handbook. It is also important to make any representatives, employees and/or volunteers working in your stand/booth aware of these policies.

RETURNED CHECKS

A \$35 fee will be charged on all checks returned by the bank. Exhibitor shall then be required to pay all fees and applicable charges in cash, cashier's check or money order.

REFUNDS

All monies paid for the rental of Fair space are non-refundable except in the following instances:

- If a Vendor or Concessionaire is unable to participate and wishes to cancel their agreement, and the SCFA is notified in advance, the SCFA will attempt to resell the space.
 - If the space is resold for the full balance, a refund will be made less \$100 Administrative Fee.
 - If the space is resold for less than the total balance due, **a partial refund may be given** at the sole discretion of the SCFA's Chief Executive Officer or Designee.
 - If the space cannot be resold to a suitable replacement, **no refund will be given.**
 - All requests for refunds must be made in writing and are subject to approval by the Chief Executive Officer or Designee.

PRODUCT SALES/RESTRICTIONS

Only those products listed and approved may be sold or displayed. A request to sell certain items on the application does not constitute permission to sell those items. No substitutions can be made without prior express approval of the SCFA's Chief Executive Officer or Designee.

The SCFA's Chief Executive Officer or Designee may restrict duplication of brand names, trade name articles, products or services in any given area. A Vendor or Concessionaire agreement does not grant the Vendor or Concessionaire any exclusive rights for

the sale of any product unless the SCFA so states in the agreement.

Misrepresentation of product or business on the application may result, at the sole discretion of the SCFA's Chief Executive Officer or Designee, in the immediate termination of the agreement and exclusion of the Vendor or Concessionaire from the Fairgrounds.

CITY OF VALLEJO BUSINESS LICENSE

The City of Vallejo requires that our Exhibitors obtain a Business License from them. Please contact the City of Vallejo Business License Office at (707) 648-4310 or www.ci.vallejo.ca.us.

Multiple locations are considered individual retail locations and require individual licenses.

LOCATION SIZE & LAYOUT

For interior pipe and drape booths, counter and displays, including signs, must not go higher than the side walls (3') for a distance of 4 feet from the aisle and not higher than the top of the back wall (8'). Booths are contracted in increments of 10' frontage and 10' deep. For exterior setups, Vendors, Concessionaires, their employees, representatives and/or volunteers shall operate strictly within the limits of their contracted area and may not operate in the aisles or roadways. All locations must have any storage areas screened from the public view.

SIGNAGE

Vendors and Concessionaires are responsible for their own location identification signs. Signs must be professional in appearance in the sole judgement of the SCFA's Chief Executive Officer or Designee. Signs must be placed in a prominent position at the location.

Where price signs are utilized, signs must be small, neat and inoffensive. The SCFA's Chief Executive Officer or Designee, at his/her sole discretion, may require an Vendor or Concessionaire to remove or modify any price sign. Under no circumstances will any Vendor or Concessionaire be allowed to place any sign or advertising materials outside of their contracted location on the Fairgrounds at any time.

The SCFA does not permit:

- Handmade, felt pen or stencil signs
- Signs on cardboard or paper
- Any signs over the height of the pipe and drape back drape or booth top
- Merchandise hanging from booth or setup which obstructs the view of adjacent locations or exhibits
- Equipment or furnishings that are not in good repair
- Equipment or displays extending beyond the contracted space

HEALTH DEPARTMENT RULES

All Food & Beverage Concessionaires shall cooperate with representatives of the Solano County Environmental Health Department.

Commercial Vendors such as food blender demonstrators, cookware dealers, health food demonstrators, etc. may be required to have a **Solano County Environmental Health Department Permit**.

It is the responsibility of Vendors and Concessionaires preparing to do something in their location that would fall under the jurisdiction of Environmental Health to determine if a permit is needed and make sure that all necessary approvals and permits are in place prior to the Fair.

Applications for Health Permits are available through and are to be returned to: **Department of Resource Management; 675 Texas St., Suite 5500; Fairfield CA, 94533 707-784-6765 Fax: 707-784-4805. Website: www.solanocounty.com.**

ELECTRICITY

Each Vendor or Concessionaire must have its own electrical service (not piggy backed on top of another Vendor's or Concessionaire's). The SCFA's House Electrician will oversee the hook-up on a first-come, first-serve basis. Please make an appointment at the Administration Office.

The SCFA's House Electrician is both empowered and directed by the SCFA's Chief Executive Officer or Designee to refuse to connect electrical service

equipment or immediately disconnect any Vendor's or Concessionaire's equipment that may constitute an immediate health or safety hazard.

The Vendors or Concessionaire's electrical needs will be accommodated based on information supplied on the application. Should those needs not prove to be accurate or adequate, additional charges may apply at the sole discretion of the SCFA's Chief Executive Officer or Designee.

All electrical extension cords shall be of 10 gauge or greater, heavy-duty three-wire (grounded) construction. No two-wire extension cords shall be allowed. All extension wiring shall be protected from physical damage and shall be limited to 20 feet in length. Cables must be covered (taped or ramped) when in a pedestrian area. The SCFA does not loan or provide extension cords at any time. Power strips (with a circuit breaker) must be used, to reduce the potential of the circuit overloading. Converters are not an acceptable replacement to power strips.

WATER

The Fairgrounds' buildings do not have water connections or drains available inside. Outside availability is determined on each Vendor's or Concessionaire's needs as articulated in the SCFA's executed agreement.

TELEPHONE

It is not possible to have telephone service to your location. Please be prepared with wireless services such as cellular telephones, and wireless credit card machines if needed by your business.

SELLER'S PERMIT NUMBER

A valid California State Sales Tax Number is **required** for any entity making sales on the Solano County Fairgrounds. Please contact the California Department of Tax and Fee Administration at (800) 400-7115 or www.cdtfa.ca.gov. Permits may be obtained from this website and your ability to make sales in California will be confirmed by SCFA.

SOLICITATIONS

Begging or soliciting is expressly prohibited. No roving Exhibitors or solicitors, regardless of affiliation, shall be permitted at any time on the Fairgrounds.

DEMONSTRATIONS

Demonstrations are limited to and require the prior written approval of the SCFA's Chief Executive Officer or Designee. When performing a demonstration, please ensure that spectators do not block aisles and walkways.

GIVEAWAYS

Please submit your list of giveaways for approval by the SCFA's Chief Executive Officer or Designee. No stickers or other material capable of being glued or stuck to walls, automobiles, etc., may be given away.

FREE DRAWINGS

Vendors and Concessionaires may generate leads by offering prizes/giveaways within the confines of the exhibit space only. Vendors and Concessionaires may not use a professional lead-taking company or offer games of chance, raffles, gambling or other activities, in which money is used as a prize or premium to be given away to patrons. Only legitimate merchandising methods shall be used in all operations, promotions, demonstrations and sales. Signage in the exhibit must indicate types of program patrons are signing up for (i.e. timeshare membership, real estate development, etc.).

Vendors and Concessionaires may conduct free drawings from their contracted location, provided the following --

- All parts of drawing tickets used shall have printed on it the name of the company conducting the drawing, and list prize or prizes and value.
- All patrons are eligible to participate in contest (unless age is a reasonable qualification and same is advertised on a sign), and to deposit their entry.
- No additional purchase is required to receive a prize.

- Vendors and Concessionaires shall provide to the SCFA all prize winner's names, mailing and email addresses, telephone numbers and description of prizes upon request.
- A sample of drawing tickets and a list of the prize(s) to be offered must be submitted to the SCFA prior to the Fair's opening day.
- Names and contact information of drawing participants are for the exclusive use of the Vendors and Concessionaires and may not be sold, transferred or distributed to any other person or entity for any purpose at any time.
- Winners of gift prizes shall not be required to leave their domicile area to receive prizes. The Vendor or Concessionaire shall mail, ship or deliver prizes to winners in a timely manner.

CUSTOMER RETURNS

Exhibitors must post their policy for credit check, refunds, and exchanges so that it is visible to the patrons.

SOUND DEVICES

Radios, video displays, PA devices, etc., are subject to the approval of the SCFA's Chief Executive Officer or Designee, at his/her sole discretion. If these systems are used, they must not interfere with other Vendors and Concessionaires.

All Vendors and Concessionaires who desire to use P.A. Systems or other noise-making devices must have the prior written approval of the SCFA's Chief Executive Officer or Designee.

Vendors and Concessionaires with approved noise-making devices may have their privileges revoked at any time at the sole discretion of SCFA's Chief Executive Officer or Designee.

MOTORIZED VEHICLES

All persons operating any motorized vehicles, carts, heavy equipment and/or bicycles must display a valid credential at all times. All vehicles must vacate the pedestrian areas of the Fairgrounds not less than 30 minutes prior to the fair opening to the public. All drivers must be at least 18 years, possess valid driver's license, may not be under the influence of controlled substances and must exercise care and

prudence in the operation of said vehicles. All passengers must be seated, with all limbs within the vehicles. Unauthorized vehicles on grounds may be towed at the owner's expense. No Vendor and Concessionaire vehicles will be allowed on the Concourse or Broadway during the Fair's public hours.

Failure to follow these policies may, at the sole discretion of the SCFA's Chief Executive Officer or Designee, result in revocation of driving privileges.

DELIVERIES

During allowed delivery times, please do not impede building access and/or designated fire lanes.

Deliveries may be made at the SCFA's Administration Office. No "COD" deliveries shall be accepted by the SCFA's Staff at any time.

CLEANLINESS

All locations must be kept neat and clean at all times. You are responsible for the immediate area around your location and any additional seating areas used by your patrons.

Debris must be removed from inside and around your location and placed in trash containers. The Fairgrounds will supply an adequate number of barrels for this purpose. Do not sweep trash from your location into the street or aisles; pick it up and dispose of it properly.

- All boxes and display materials must be kept from public view.
- All Vendor and Concessionaire personnel must begin their shift wearing clean clothing.
- Smoking for all employee and fair-goers is limited to designated smoking areas in accordance with Solano County's Anti-Smoking Policies.

CONDUCT

Vendors and Concessionaires, their employees and representatives shall operate strictly within the limits of their contracted area and will not obstruct aisles or roadways at any time. Vendors and Concessionaires shall ensure that all employees and representatives are orderly and polite in their conduct and speech. The location must be kept

clean, with no accumulation of trash, paper or other combustible material. Pets and alcoholic beverages are prohibited in and around your space.

SECURITY

The SCFA assumes no responsibility for products, equipment or materials left in booths. If you have anything in your display that could be carried away, please take it with you when you leave.

If you have questions regarding security, please call the Operations Office at (707) 551 - 2001.

EXPENSES

Vendors and Concessionaires are responsible for all expenses related to the decoration, equipment or sub-contracted services pertaining to their space.

EVALUATIONS

It is the objective of the SCFA to produce a quality, attractive, family-oriented Fair for our guests and attendees. Vendor and Concessionaire locations shall be evaluated periodically during the Fair by the SCFA's Chief Executive Officer or Designee. Any remedial action required must be undertaken immediately.

Evaluations are based on the general appearance of the booth, personnel, management practices, and compliance with the contractual agreement executed between the Vendor or Concessionaire and the SCFA.

ADMISSION & PARKING

ADMISSION CREDENTIALS

Vendors, Concessionaires and/or employees must have appropriate credentials issued by the SCFA.

Vendors, Concessionaires, employees and volunteers who are not in possession of their credentials when required may, at the sole discretion of the SCFA's Chief Executive Officer or Designee, be issued replacement credentials on receipt of appropriate fees and/or documentation from the Vendor or Concessionaire.

PARKING CREDENTIALS

Parking credentials will be issued by the SCFA.

OVERNIGHT PARKING

A limited number of RVs and Bunk Houses may be accommodated within the Fairgrounds. There is no guarantee of electrical or water hook ups (no sewer).

REFRIGERATOR/STOCK TRUCKS

Refrigerator trucks may be accommodated within the Fairgrounds with electricity provided on a first come first served basis.

ARRIVAL & SET UP

ARRIVAL

All Vendors and Concessionaires must check in at the SCFA's Administration Office prior to loading-in and setting up. Trailers are not to be unhooked prior to authorization by SCFA staff.

SET UP DATES & TIMES

No set up or placement of your stand is allowed until after check-in at and receipt of credentials from the SCFA's Administration Office.

All Vendor and Concessionaire load in and setup must be completed prior to the Fair's opening at 4 pm on Thursday, June 15, 2023. Vendors or Concessionaires who have not completed their setup on time may, at the sole discretion of the SCFA's Chief Executive Officer or Designee, be required to wait to open for business until the following day.

CLOSING & LOAD OUT

CLOSING

Prior to the removal of property and equipment from the Fairgrounds you must have paid all fees due the SCFA and be in possession of the receipt issued by the SCFA to this effect.

Commercial Vendors (if applicable) and Food & Beverage Concessionaire's final reconciliation and payment of commissions due the SCFA shall take place in the SCFA's Administrative Office immediately after the close of the Fair or at the sole discretion of the SCFA's Chief Executive Officer or Designee. Reconciliation appointments will be taken on a first-come, first-serve basis.

All Vendors and Concessionaires are expected to remove their property from the Fairgrounds after the close of the Fair. Vendors or Concessionaires failing to remove their property in a timely manner risk incurring penalties as determined at the sole discretion of the SCFA's Chief Executive Officer or Designee.

LOAD OUT FORKLIFT & ELECTRICIAN SERVICES

Forklift & Electrician services post-close load out may be arranged with the SCFA's Administration Office. Reservations will be taken on a first-come, first-served basis for both Forklift & Electrician services.

Any location requiring the SCFA to clean and/or repair will be invoiced for immediate payment from the Vendor or Concessionaire.

FOOD & BEVERAGE CONCESSIONAIRES

FOOD PREPARATION

All persons working in food preparation shall conform to Solano County Environmental Health regulations. Any Concessionaire in violation will receive a written citation and/or may be closed.

Grease must be stored in sealed containers. Grease containers will be collected by the SCFA's Maintenance Staff upon request. Sealed grease containers may be left at each stand location after loading out. Do not dispose of grease into sanitary sewers or deposit containers of grease into trash containers or bins at any time.

Concessionaires are required by the State of California to be "Serve/Safe Certified." A certificate must be presented to the Solano County Environmental Health Inspector. There must be a minimum of one Serve/Safe Certified person with the food unit at all times during operation. Sampling may be permitted on a case-by-case basis with the prior written permission granted at the sole discretion of the SCFA's Chief Executive Officer or Designee.

SKIRTING

All stands & tables must have appropriate and attractive skirting, as determined at the sole discretion of the SCFA's Chief Executive Officer or Designee, to cover the bottom of the stand and/or table to the ground.

AUDITING & RECONCILIATION

- Every Food & Beverage Concessionaires' setup shall have a cash register or POS system that has a printable, legible and removable tape to record all transactions. The SCFA requires all Concessionaire to use a "dual receipt" system that enables a receipt to be given to the customer. The register/POS system and register's/system's display shall be clearly visible to customers when they are placing an order. The provision, programming and maintenance/repair of registers/POS systems are the Concessionaire's responsibility. Concessionaires are required to report malfunctions and downtime to the SCFA's Administration Office immediately on discovery of the problem.
- All sales must be rung up on the cash register/POS system. Cash drawers must be closed following each sale. Continuously opening cash drawer or use of separate cash box is prohibited.
- Cash registers/POS systems must have consecutive "Z" numbers.
- Electronic "Z" readings will be subject to follow up by the Chief Executive Officer or Designee.
- A "Z" register reading shall be generated prior to the start time of the Fair. SCFA's Staff, as authorized by the Chief Executive Officer or Designee, shall stop by all Exhibitors' locations to collect the opening "Z" reading and to tag each register/POS system with an SCFA identifier.
- "X" register readings may be taken by SCFA's Staff, as authorized by the Chief Executive Officer or Designee, at any time over the run of the Fair.

- Concessionaires are required to turn in the previous day's Gross Sales Report and "Z" tape to the SCFA's Administration Office no later than 30 minutes prior to the Fair's opening each day.
- Your signature or initials on the Gross Sales Report shall verify that you agree with the readings as noted. If you are unsure of the amount noted, you should not sign or initial the report until you are confident that the amount is correct.
- An audit of the "Z" tapes may be performed at any time at the sole discretion of the SCFA's Chief Executive Officer or Designee.
- "Z" and "X" readings generated by Point-Of-Sale systems may be audited and reconciled on a case-by-case basis as directed by the SCFA's Chief Executive Officer or Designee.
- "Over Rings" must be circled on the detail tape and re-rung correctly.
- "No Sales" must be kept to a minimum. Excessive "No Sales" will be investigated and resolved to the satisfaction of the SCFA's Chief Executive Officer or Designee. The SCFA's Chief Executive Officer may, at his/her sole discretion, assess an amount to each "No Sale" recorded, equal to that day's average sale transaction.
- "Secret Shoppers" may be used at the SCFA's Chief Executive Officer's or Designee's sole discretion to verify individual Food & Beverage Concessionaires operations and methods. Possible issues identified may be further investigated and resolved at the sole discretion of the SCFA's Chief Executive Officer or Designee.

VIOLATIONS & PENALTIES

Violations of or non-cooperation with these Audit & Reconciliation Policies may, at the sole discretion of the SCFA's Chief Executive Officer or Designee, result in the immediate closure of the Food & Beverage Concessionaire's location(s), punitive penalties of up to \$500 per incident and immediate expulsion from the Fairgrounds.

INSURANCE REQUIREMENTS

i. Evidence of Coverage

The Vendor/Concessionaire, at its sole cost, 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 Solano County Fair Association, the County of Solano, the State of California, the California Fair Services Authority and each agency’s officers, agents, employees, directors, managers, volunteers and elected or appointed boards, from occurrences related to operations under the contract.

This may be provided by:

A. **Insurance Certificate** - The Vendor/Concessionaire provides the SCFA 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:**

The Solano County Fair Association, the County of Solano, the State of California, the California Fair Services Authority and each agency’s officers, agents, employees, directors, managers, volunteers and elected or appointed boards, are named as additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this agreement.

2. **Dates:** The dates of inception and expiration of the insurance. **The specific fair 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 00-01.

Limits shall be not less than:

- i. **\$5,000,000 per occurrence** for **Fairtime Carnival Rides** and for **Freefall Attractions** (elevated jumps involving airbags).
- ii. **\$5,000,000 per occurrence** for the following types of **Motorized Events**:
 - automobile races; drifting exhibitions; truck rodeos, tractor/truck pulls; destruction derbies; RV destruction derbies; mud bogs; mud racing; car crunches; monster truck shows; automobile thrill shows; figure 8 racing; stock car racing; tuff trucks; boat races; autocross; dirt racing; oval track; sprint cars/410 sprints; modified; super stock; mini-stock; dwarf cars; micro lights; enduro; pro stock.
- iii. **\$3,000,000 per occurrence** for the following types of **Motorized Events**:
 - motorcycle racing; flat track motorcycle racing; arena-cross; freestyle motocross; motorcycle thrill shows and stunt teams; ATV; sand drags; go karts; snowmobile races; quarter midget races; golf cart races; Redneck Roundup (ATVs); lawnmower races.

- iv. **\$3,000,000 per occurrence** for Rodeo Events all types with a paid gate and any Rough Stock events.
- v. **\$2,000,000 per occurrence** for Rodeo Events all Types without a paid gate and with any Rough Stock events and for Swap Meets/Flea Markets held two or more times per calendar year.
- vi. **\$2,000,000 per occurrence** for the following Motorized Events:
 - car jumping contests/demonstrations of hydraulic modifications to automobiles.
- vii. **\$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**, including but not limited to bungee attractions, ejection seats, sky scrapers, Trampoline Things/quad jumpers, zip lines or similar attractions requiring a Cal/OSHA permit to operate; **Rave Type Events** – Any dance or concert which extends beyond midnight; **Simulators; Swap Meets/Flea Markets** – Markets held two or more times per calendar year.
- viii. **\$1,000,000 per occurrence** for Rodeo Events all Types without any **Rough Stock** Events.
- ix. **\$1,000,000 per occurrence** for:
 - **Antique Shows; Arts/Crafts; Auctions** – other than Animal; **Auto Sales** (no auto coverage); **Banquets, Receptions, Social Gatherings; Barbecues/Picnics; Bingo; Birthday Party/Quinceanera; Business Services** – Accounting services, Advertising agencies, Booking agencies, Public Relations, Fair consulting services, Admissions Management, Computer/IT Services, Exhibitor entry and auction data processing, and other similar services; **Car Shows/Motorcycle Shows; Cattle & Horse Sales; Commercial Concessionaires/Exhibitors; Concerts (Non-Rave Events)** – Under 5,000 attendees; **Conventions; Dances** – Under 5,000 attendees; **Dog Shows** – No training/obedience classes; **Equestrian Facility Use; Exchange/Service Club Meetings; Exhibitions; Festivals; Films/Lectures; Funerals/Memorial Services; Food and Beverage Concessionaires; Graduation Ceremonies; Health Fairs; Horse/Cattle Symposiums; Horse Shows** – (non-competitive or competitive horse shows being operated under State rules, United States Equestrian Federation (formerly USA Equestrian) rules or Breed Association rules; **Independent Animal Exhibitors; Instruction Classes/Aerobics (no participant coverage); Job Fair/Business Expo; Meetings** – Social organizations, Fraternities, Business, Charity, Non-Profit; **Overnight camping; Palm Readings/Tarot Card Reading/Face Painting; Performances/Theatrical (NOT CONCERTS) and Practices; Retreats; Reunions** – Family or class; **RV Rallies; Seminars/Speaking Engagements/Training Sessions; Shows** – All Types, including but not limited to boat shows, car shows, coin shows, craft/ceramic shows, doll shows, flower showers, gem and mineral shows,

gun shows, home and garden shows, RV show and sales, sports card shows, and trade shows; **Small Animal Show & Clinic**; **Sport Shows**; **Stamps Shows**; **Swap Meet/Flea Markets** – Markets one time per calendar year; **Weddings/Receptions/Baptisms**; **Animals** – All Types of Events, including but not limited to circuses, pony and other animal rides, petting zoos, pig (or other animal) races, dog training/obedience classes, horse-drawn refuse collection, wild/exotic animal exhibits and horse-pulled hay rides; **Athletic Events, Competitive** – All Types; **Building & Grounds Maintenance** – Janitorial service, cleaning service, window cleaning, carpet cleaning, landscaping, tree trimming/removal; **Chainsaw/Wood Carving/Lumberjack Competitions**; **Construction and Improvements on Buildings**: Major repair, major alterations, new construction of buildings, excavation, drilling, and demolition, modular buildings, portable structures; Drones/Remote control flying objects; **Elevator Maintenance**; **Entertainment** – Trapeze, spin wheel or acrobat acts, tight rope, boxing matches, wrestling, strolling acts, stilt walks, clowns and hypnotists; **Equestrian Events** – All Types of Events, including but limited to horse show, jousting, cutting and reining horses (training and lessons), gymkhana, team penning, team roping, barrel racing, dressage and show jumping; **Equipment Rental** – Sound/lights, pipe and drape, bleachers, portable stages, temporary/portable trailer rental and scaffolding; **Fireworks Exhibitions**; **Hazardous Substances** – Treatment, removal, storage or any other handling of any hazardous substances, including but not limited to tox and petroleum waste and asbestos; **Haunted Houses**; **Medical Services** – EMT, first aid services, and ambulance services; **Miscellaneous** – Dunk tanks, tattooing, body piercing, parachuting, bouncy balloons, bounce houses, trampolines, rock climbing wall, foam parties, water wars, water balloon flights, circus, wheelchair and stroller rental, water bobbles, soccer bobbles; **Motorized Events** – Bus training, ride and drive, auto research, trackless train, ATV training, golf carts (general use), car cruise, tow trucks, ladder truck training, heavy equipment training, parking lot/street sweeping, car control clinic, parades, bus/shuttle service, ambulance/fire/police, electric wheelchair/scooter, tractor parade; **Parking Services**; **Parades**; **Rodeo Events** – All types of Events without any Rough Stock Events, but including barrel racing, penning and roping; **Sanitation Services** – Portable restrooms/showers, portable toilets/port-a-potties and hand-washing stations; **Security Services** – Public and private; **Sewer, water and other underground utilities** (electrical, fiber-optic communications and gas lines) lines – maintenance and/or installation; **Sport Activities** – Rifle or gun club activities, archery practice, skeet range, golf driving ranges, laser tag, paint ball, obstacle courses and axe throwing; **Spraying** – Pest control, fumigation, crop or agricultural spraying and application; **Transporting** – All Types, including but not limited to helicopter, stage coach, horse-pulled hay rides, trackless trains, hot air balloons, any aircraft (fixed wing or rotor), watercraft, livestock hauling (for auction) and armored car service; **Wheeled Events** – All types, including but not limited to roller derbies, roller skating, in-line skating, hockey, scooters, skateboards, hover boards, bicycles,

Segways, and BMX events.

The Certificate of Insurance shall list the applicable policy forms, including endorsements. Any exclusions or coverage limitations, including sub-limits, that apply to the Vendor's/Concessionaire's activities, or business to be conducted under the rental agreement, must be listed in the Certificate of Insurance. If there is a self-insured retention or deductible in the Vendor's/Concessionaire's coverage equal to or in excess of \$100,000, the self-insured retention/deductible amount shall be included as part of the Certificate of Insurance. A copy of the Vendor's/Concessionaire's policy declaration page containing this information as an attachment/exhibit to the Certificate of Insurance will be acceptable, provided it contains all the aforementioned information.

- b. **Automobile Liability** - Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 00-01, Symbol #1 (Any Auto) with limits of not less than \$1,000,000 combined single limits per accident for contracts involving use of Vendor/Concessionaire's vehicles (autos, trucks or other licensed vehicles) on fairgrounds.
 - c. **Workers' Compensation** - Workers' Compensation coverage shall be maintained covering Vendor's/Concessionaire'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 Vendor/Concessionaire must be specifically listed as the Insured.

or

- B. **Master Certificates** - A current master certificate of insurance for the Vendor/Concessionaire has been approved by and is on file with California Fair Services Authority (CFSA).

or

- C. **Self-Insurance** - The Vendor/Concessionaire 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 Vendor/Concessionaire agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, Vendor/Concessionaire agrees to provide the SCFA, 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 Vendor/Concessionaire agrees that no work or services shall be performed prior to the giving of such approval. In the event the Vendor/Concessionaire fails to keep in effect at all times insurance coverage as herein provided, the SCFA may, in addition to any other remedies it may have, take any of the following actions:
 - a. Declare a material breach by Vendor/Concessionaire and terminate this contract;
 - b. Withhold all payments due to Vendor/Concessionaire until notice is received that such insurance coverage is in effect;
 - c. Obtain such insurance coverage and deduct premiums for same from any sums due or which become due to Vendor/Concessionaire under the terms of this contract.
2. **Primary Coverage** - The Vendor's/Concessionaire's insurance coverage shall be primary and any separate coverage or protection available to the SCFA or any other additional insured shall be secondary.
3. **Vendor's/Concessionaire's Responsibility** - Nothing herein shall be construed as limiting in any way the extent to which Vendor/Concessionaire may be held responsible for damages resulting from Vendor's/Concessionaire's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve Vendor/Concessionaire of liability in excess of such minimum coverage, nor shall it preclude the SCFA from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to Vendor/Concessionaire's indemnity obligations. **The Vendor's/Concessionaire's indemnity obligations shall survive the expiration, termination or assignment of this contract.**
4. **Certified Copies of Policies** - Upon request by SCFA, Vendor/Concessionaire 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**

1. For hazardous participant events (see Subsection 4. below), the Vendor/Concessionaire agrees to obtain a properly executed release and waiver of liability agreement (Form required by Vendor's/Concessionaire's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by Vendor/Concessionaire.
2. Vendor/Concessionaire shall ensure that any party renting space from the Vendor/Concessionaire with, or for, hazardous participant events (see Subsection 4. below) obtains a properly executed release and waiver of liability agreement (Form required by Vendor's/Concessionaire's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events and provides a copy to the

Vendor/Concessionaire.

3. **The Vendor/Concessionaire shall provide copies of all executed release and waiver of liability agreements required under subsections 1. and 2. Above to the SCFA at the end of the rental agreement.**
4. Hazardous participant events include but are not limited to, any event within the following broad categories:
 - Athletic Team Events; Equestrian-related Events; Extreme Attractions; Freefall Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; Wheeled Events, including bicycle, skates, skateboard, or scooter.

Contact California Fair Services Authority, Risk Management Department at (916) 921 – 2213 or www.cfsa.org for further information and for CFSA Release and Waiver Form.

11. **Indemnification and Hold Harmless.** Vendor/Concessionaire will indemnify, hold harmless and assume defense of, in any action of law or equity, the Solano County Fair Association, the County of Solano, the State of California, the California Fair Services Authority and each agency's officers, employees, agents and elective and appointed boards, from all claims, losses, damages, including property damages, personal injury, including death, and liability of every kind, nature and description, directly or indirectly arising from the operations of Vendor/Concessionaire or of any persons directly or indirectly employed by, or acting as agent for Vendor/Concessionaire, but not including the sole negligence or willful misconduct of SCFA. This indemnification shall extend to claims, losses, damages, injury and liability for injuries occurring after completion of the services rendered pursuant to this Agreement, as well as during the progress of rendering such services. Acceptance of insurance certificates required under this Agreement does not relieve Vendor/Concessionaire from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to all damages of every kind suffered, by reason of any of Vendor/Concessionaire's operations regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.