



## 2018 EXHIBITOR/CONCESSIONAIRE FAIR PASSES - ORDER FORM



Booth/Concession Name: San Benito County Free Library

Contact: Carlos Muñoz

Phone: (831) 636-4107

Please complete and return this form. All passes must be ordered in advance and may be picked up when you set up your booth

**Commercial Booth Exhibitor/Vendor** (Pavilion or Outside) will be given Twelve (12) 1-Day Passes and Twelve (12) 1-time Vehicle Passes.

**Food Concessionaire** will be given Sixteen (16) 1-Day Passes & Sixteen (16) 1-time Vehicle Passes.

These passes must be surrendered at the gate upon entry. Everyone with passes enters at Gate 1 in the Credential Line. If it is necessary to leave the fairgrounds during the day, individuals must get their hand stamped so they can re-enter.

A maximum of ten (10) additional admission passes may be purchased at the vendor discount price of \$7.00. If you need more than ten additional passes, they may be purchased at full price - \$10.00/Adult, \$7.00/Senior. Additional Daily Parking Passes are available for \$5.00 each. **Please plan ahead:** Discounted or additional vendor tickets will only be available until 5 pm on Wednesday, October 3, 2018. After that time, regular fair admission and parking will be available at Gate 1.

\*\*\*Initial EB

**Check those that apply:**

☒ We will only need our complimentary admission and parking passes.

OR

☐ We would like to purchase the following additional passes:

☐ Vendor Discount Admission Passes @ \$7.00 each = \$ \_\_\_\_\_

☐ Daily Vehicle Parking Passes @ \$5.00 each = \$ \_\_\_\_\_

Total amount enclosed for the purchase of passes \$ \_\_\_\_\_

Mail check, payable to 33<sup>rd</sup> DAA or the San Benito County Fair, PO Box 780, Tres Pinos, CA 95075

*We suggest you retain a copy of this form for your records.*

**For Office Use ONLY:**

# of Passes:	Type of Pass:	Pass Number(s):
12 (Complimentary)	One Day - Commercial Exhibitor	
12 (Complimentary)	One Time Vehicle - Commercial Exhibitor	
16 (Complimentary)	One Day - Food Concessionaire	
16 (Complimentary)	One Time Vehicle - Food Concessionaire	
	Discount Vendor Admission Passes: \$7.00	
	Full Price Admission: Adult \$10.00 - Senior \$7.00	
	Full Price Season Admission Pass: Adult \$30.00 - Senior \$20.00	
	Full Price Daily Parking \$5.00	
	Full Price Season Parking \$15.00	

*The San Benito County Fair is presented by the 33<sup>rd</sup> District Agricultural Association (DAA)*

Signed: \_\_\_\_\_ Date Received: \_\_\_\_\_ Staff Initial: \_\_\_\_\_

Rental Agreement: #18-62M

Date: July 18, 2018

# MIDWAY BOOTH RENTAL AGREEMENT 2018 San Benito County Fair

Fairtime ☒Interim ☐

THIS AGREEMENT by and between the **33<sup>rd</sup> District Agricultural Association**, hereinafter called the "Association," and **San Benito County Free Library** hereinafter called the "Renter."

## WITNESSETH:

1. THAT WHEREAS, the Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises for dates as follows:  
beginning on October 4, 2018 and ending on October 7, 2018.
2. NOW, THEREFORE, Association hereby grants to the Renter the right to occupy the space(s) described below for the purposes hereinafter set forth, subject to the terms and conditions of this agreement: Space as assigned by Management.
3. The purposes of occupancy shall be limited to: Busmobile and shall be for no other purpose or purposes whatsoever.
4. Renter agrees to pay to Association for the rights and privileges hereby granted, in the amounts and in the manner set forth: In-Kind Trade for Reading Attraction Services. Provide Liability Insurance as required by the State of California (1 million). The signed rental agreement due by August 1, 2018. Proof of insurance due by August 31, 2018.
5. Renter agrees to pay fees required by Association and to guarantee the payment of:
  - a. Any money which may be payable to Association under this agreement;
  - b. Any damage to Fair property; and utility charges, if any;
  - c. Removal of all property and the leaving of the premises in a condition satisfactory to Association.
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Renter further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damage, injury or loss to any person or persons, including all persons to whom Renter may be liable under any worker's compensation law and Renter him/herself and from any loss, damage, cause of action, claims or suits for damages, including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
8. Renter further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Renter or his employees hereunder.
9. It is mutually agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The "Rules and Regulations" printed on the reverse are incorporated herein and made a part of this agreement. Renter agrees that he/she has read this agreement and the said "Rules and Regulations" and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Renter fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. The F-31 "Standard Contract Terms and Conditions," are incorporated herein and made a part of this agreement.
14. Special Provisions: Exhibit A, Insurance Requirements, and Standard Contract Terms and Conditions (SCTC-F31) are attached and made a part of this signed Rental Agreement. Please read and follow ALL Rules and Regulations enclosed.
15. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative and approved (if required) by the Department of Food and Agriculture and the Department of General Services.

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

33rd District Agricultural Association  
San Benito County Fair  
P.O. Box 780  
Tres Pinos, CA 95075  
831-628-3421

San Benito County Free Library  
Carlos R. Munoz/Nora Conte  
470 Fifth Street  
Hollister, CA 95023  
831-636-410  
[cmunoz@cosb.us](mailto:cmunoz@cosb.us)

By: Dara C Tobias

Dara Tobias, CEO/Fair Manager

Date: 7/20/18

By: \_\_\_\_\_

Carlos R. Munoz/Nora Conte

Date: \_\_\_\_\_

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

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

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

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

Contractor, by signing this contract, does swear under penalty of perjury that no more than on final un-appealable finding of contempt of court by a Federal Court has been issued against contractor within the immediately preceding two-year period because of the contractors failure to comply with an order of a Federal Court which orders the contractor to comply with an order of National Labor Relations Board (Public Contract Code Section 10296).

### 2. Resolution of Contract Disputes (PCC Section 10240.5, 10381)

If, during the performance of this agreement, a dispute arises between contractor and Fair Management which cannot be settled by discussion, the contractor shall submit a written statement regarding the dispute to Fair Management. A decision by Fair Management shall be made to the Contractor in writing, and shall be final and conclusive. Contractor shall continue to perform contract requirements without interruption during the dispute period.

### 3. Non-Discrimination Clause/Statement of Compliance (GC 12990/CCR 8103-8120)

During the performance of this contract, contractor and its subcontractors shall not unlawfully discriminate harass or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractors and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. Contractors and subcontractors shall comply with the provision of the Fair Employment and Housing Act (Gov. Code Section 12900, et seq.) and the applicable regulations promulgated there under (CA Code of Regulations, Title 2, Section 7285.0, et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code Section 12990 (a-f), set forth in Ch. 5 of Div. 4 of Title 2 of the CA Code of Regulations are incorporated into this contract by reference and made part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. This contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this contract. Contractor by signing this contract hereby certifies, unless specifically exempted, compliance with Gov. Code 12990 (a-f) and CA Code of Regulations, Title 2, Div. 4, Ch. 5 in matters relating to reporting requirements and the development, implementation and maintenance of a Nondiscrimination Program. Prospective contractor agrees not to unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave.

### 4. Amendment (GC 11010.5)

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

### 5. Assignment

This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

### 6. Termination

The fair reserves the right to terminate any contract. at any time, upon order of the Board of Directors, by giving the contractor notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the fair of any further payments, obligations, and/or performances required in the terms of the contract.

### 7. Governing Law

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

### 8. Conflict of Interest (PCC 10410, 10411, 10420)

Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

#### Current State Employees (PCC 10410):

- 1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

#### Former State Employees (PCC 10411):

- 1) For the two-year period from the date he or she left state employment. no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2) For the twelve-month period from the date he or she left state employment. no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void (PCC 10420).

### 9. Contractor Name Change

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change, the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

### 10. Air or Water Pollution Violation (WC 13301)

Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

33<sup>rd</sup> District Agricultural Association  
Bolado Park Event Center / San Benito County Fairgrounds (BPEC/Fair)  
**Rules and Regulations for Use of BPEC/Fair Facilities**

**Rental Agreement 18-62M**

**Exhibit A**

- 1) Deposits are payable within 14 days of making reservations. The deposit, and any fees paid, is fully refundable if cancellation is received 90 days prior to event. Upon completion, set-up, clean-up, and/or damage charges will be assessed and deducted from the deposit and the balance (if any) will be refunded. Deposit refunds will be issued within 14 days following the event. If the costs of set-up, cleaning, or damages exceed the cleaning and damage deposit, the renter is liable.
  - 2) Failure to acquire and to post (as required) items 3 and 4 will make the activity subject to closure by authorized BPEC/Fair personnel.
  - 3) Any club, organization or individual planning to sell alcoholic beverages **MUST** obtain a valid liquor license/permit from the Department of Alcoholic Beverage Control in Salinas. The license/permit **MUST** be posted in the building during the event.
  - 4) Uniformed security officers will be required if: live music is planned; alcoholic beverages are sold or served; the event is open to the public; and/or BPEC/Fair management deems it to be necessary. When security is required:
    - Security **MUST** remain on the grounds until all individuals leave the premises.
    - Proof of security will need to be provided to the BPEC/Fair office one week prior to event.
    - Security staff will be supplied by a BPEC/Fair approved security company. (List Attached.)
  - 5) Stand-by staff is required for activities which are either large in attendance or complex in nature, regarding the use of BPEC/Fair facilities. This additional cost will be charged to the renter accordingly.
  - 6) Actual repair costs will be charged to responsible individual(s) for any damage to BPEC/Fair property (time and materials).
  - 7) Following are the Renter's guidelines regarding decorating and event set-up and clean-up:
    - Decorating materials must be flame-proof in accordance with the State Fire Marshall regulations.
    - **There will be NO open flame candles. NO loose or baled hay/straw. NO confetti. No Exceptions.**
    - Decorations may be attached to the buildings or equipment with painters tape only (NO staples or nails)!
    - Exits **MUST** be kept unlocked and free of obstacles.
    - The BPEC/Fair furnishes tables and chairs according to the specific rental agreement.
  - 8) Renters are responsible for their own set-up and clean-up. If the BPEC/Fair staff does the set-up and/or clean-up of any part, the charge will be \$25.00 per staff per hour, to be deducted from deposit.
  - 9) Use of staff-operated equipment will be charged at a rate of \$50.00 per staff/equipment hour.
  - 10) All renters **MUST** plan their events to comply with the 10:00 p.m. Outdoor Curfew or the 11:00 p.m. Indoor Curfew. Service of alcoholic beverages must conclude one-half hour prior to the end of the event. **No Exceptions.**
  - 11) Event set-up will be allowed after 9:00 a.m. and until 5:00 p.m. on the day prior to event. If extra days for set-up are needed, a rate of \$100.00 per day will be charged (hours will be 9:00 a.m. to 5:00 p.m.). Building must be cleaned upon event culmination (12-midnight) unless otherwise approved by BPEC/Fair management.
  - 12) Liability insurance is required for your protection and ours. If you get your own insurance, we **MUST** receive a Certificate of Insurance from your insurance agent with an additional insured statement reading as follows:

The State of California, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned.

This certificate **MUST** be received at least two (2) weeks before your event in case corrections need to be made. Alternatively, you may purchase special event insurance through the BPEC/Fair office. If you purchase the special event insurance and the attendance exceeds the number allowed for the price you have paid, the additional amount will be deducted from your deposit and sent to the insurance company. For information and price call the BPEC/Fair office at (831) 628-3421.
  - 13) Motorized vehicles used at the facility (including golf carts, ATVs, etc.) must be insured and proof of insurance must be provided to 33rd DAA 30 days prior to event. The 33rd DAA can sell the special event insurance to cover the motorized vehicle at a per day per vehicle rate. Inquire with office staff for current rate of insurance. NO vehicles will be allowed in buildings except for display or upon approval from Fire Marshall.
  - 14) The BPEC/Fair office is open from 9:00 a.m.-noon and 1:00-4:00 p.m., Monday through Friday (except legal holidays). If keys have been provided, they are to be returned at the end of the event by placing them in the drop-slot on the BPEC/Fair office door before leaving and locking the front gate.
  - 15) Facility/Facilities rented by you may not be the only facility in-use at the park. **ALL RENTERS MUST BE COURTEOUS AND CONSIDERATE OF EACH OTHER. PARTICULAR ATTENTION NEEDS TO BE PAID TO AMPLIFIED MUSIC AND KEEPING YOUR GUESTS IN THE AREA YOU HAVE RENTED.**
  - 16) In an effort to comply with State requirements, we ask that you help us by using recycled products and place your recyclable materials in the containers provided throughout the grounds.
  - 17) Service Animals. A service animal which has been specially trained to provide assistance to an individual with a disability is welcome. All other pets/animals are prohibited, except as may be noted in Exhibit B.
- I have read and understand all Rules and Regulations on Exhibit A:

Renter: \_\_\_\_\_ Dated: \_\_\_\_\_ BPEC/Fair CEO: \_\_\_\_\_

California Fair Services Authority  
**INSURANCE REQUIREMENTS**

**I. Evidence of Coverage**

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter "contract") protecting the legal liability of the State of California, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

A. Insurance Certificate- The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted. which sets forth the following:

1. List as the Additional Insured: That the State of California, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned.
2. Dates: The dates of inception and expiration of the insurance. For individual events, the specific event dates must be listed, along with all set-up and tear down dates.
3. Coverages:
  - a. General Liability -- Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 0001. Limits shall be not less than \$5,000,000 per occurrence for Fairtime Carnival Rides; \$3,000,000 per occurrence for Motorized Events All Types except arena or track motorcycle racing and go-cart racing; \$3,000,000 per occurrence for Rodeo Events all types with a paid gate and any Rough Stock events; \$2,000,000 per occurrence for Rodeo Events All Types without a paid gate and with any Rough Stock events; \$1,000,000 per occurrence for Rodeo Events All Types without any Rough Stock Events; \$2,000,000 per occurrence for Interim Carnival Rides. Fairtime Kiddie Carnival Rides of up to 6 rides, Concerts with over 5,000 attendees, Rave Type Events All Types, Mechanical Bulls, Extreme Attractions All Types, Orbitrons, Simulators, and Motorized Events of arena or track motorcycle racing and go-cart racing; \$1,000,000 per occurrence for all other contracts for which liability insurance (and liquor liability, if applicable) is required.
  - b. Automobile Liability -- Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 0001, Symbol #1 (Any Auto) with limits of not less than \$1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.
  - c. Workers' Compensation -- Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.
  - d. Medical Malpractice - Medical Malpractice coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving medical services.
  - e. Liquor Liability -- Liquor Liability coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.
4. Cancellation Notice: Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.
5. Certificate Holder:
  - For Individual Events Only -- Fair, along with fair's address, is listed as the certificate holder.
  - For Master Insurance Certificates Only -- California Fair Services Authority, Attn: Risk Management 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.
6. Insurance Company: The company providing insurance coverage must be acceptable to the California Department of Insurance.

7. Insured: The contractor/renter must be specifically listed as the Insured.

OR

B. CFSA Special Events Program -- The contractor/renter obtains liability protection through the California Fair Services Authority (CPSA) Special Events Program, when applicable.

OR

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

OR

D. Self-Insurance -- The contractor/renter is self-insured and acceptable evidence of self-insurance has been approved by California Fair Services Authority (CPSA).

## II. General Provisions

1. Maintenance of Coverage -- The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) Insurance coverage herein provided for shall be In effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of Insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep In effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: ( 1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is In effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.
2. Primary Coverage -- The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional Insured shall be secondary.
3. Contractor's Responsibility -- Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment or this contract.**
4. Certified Copies of Policies -- Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

## III. Participant Waivers

For hazardous participant events, the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver form) from each participant prior to his/her participation in the events sponsored by contractor/renter. Hazardous participant events include but are not limited to any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority at (916) 921-2213 for further information.



GL1-6824

AI

**CERTIFICATE OF COVERAGE**

08/10/2018

**CSAC Excess Insurance Authority**

C/O ALLIANT INSURANCE SERVICES, INC.  
PO BOX 6450  
NEWPORT BEACH, CA 92658-6450

PHONE (949) 756-0271 / FAX (619) 699-0901  
LICENSE #0C36861

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED and/or requesting a WAIVER OF SUBROGATION, the Memorandums of Coverage must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

COVERAGE AFFORDED **A - CSAC Excess Insurance Authority**

COVERAGE AFFORDED **B**

COVERAGE AFFORDED **C**

COVERAGE AFFORDED **D**

**Member:**

SAN BENITO COUNTY  
ATTN: JOE PAUL GONZALEZ  
481 FOURTH STREET  
HOLLISTER, CA 95023-3884

**Coverages**

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

CO LTR	TYPE OF COVERAGE	MEMORANDUM NUMBER	COVERAGE EFFECTIVE DATE (MM/DD/YYYY)	COVERAGE EXPIRATION DATE (MM/DD/YYYY)	LIABILITY LIMITS
A	<input checked="" type="checkbox"/> Excess General Liability	EIA 18 EL-47	07/01/2018	07/01/2019	\$1,000,000  Limits inclusive of the Member's Self-Insured Retention of \$100,000

**Description of Operations/Locations/Vehicles/Special Items:**

AS RESPECTS AGREEMENT BETWEEN SAN BENITO COUNTY AND 33RD DISTRICT AGRICULTURAL ASSOCIATION FOR THE SAN BENITO COUNTY LIBRARY BOOKMOBILE'S PARTICIPATION IN THE FAIR.

STATE OF CALIFORNIA, THE DISTRICT AGRICULTURAL ASSOCIATION, COUNTY FAIR, THE COUNTY IN WHICH THE COUNTY FAIR IS LOCATED, LESSOR/SUBLESSOR IF FAIR SITE LEASED/SUBLEASED, CITRUS FRUIT FAIR, OR CALIFORNIA EXPOSITION AND STATE FAIR, OR ENTITIES (PUBLIC OR NONPROFIT) OPERATING CALIFORNIA DESIGNATED AGRICULTURAL FAIRS, THEIR DIRECTORS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES ARE INCLUDED AS ADDITIONAL COVERED PARTIES, BUT ONLY INSOFAR AS THE OPERATIONS UNDER THIS CONTRACT ARE CONCERNED.

**Certificate Holder**

33RD DISTRICT AGRICULTURAL ASSOCIATION  
SAN BENITO COUNTY FAIR  
PO BOX 780  
TRES PINOS, CA 95075

**Cancellation**

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

AUTHORIZED REPRESENTATIVE

