

El Dorado County Fair & Event Center

A 501 c 3 Nonprofit | 100 Placerville Drive, Placerville CA 95667 | Office | (530) 621-5860 | eldoradocountyfair.org

Rental Policies

Rental Policies | General Policies | Operational Policies

A. Fairground Rentals	2	F. Fire Safety Standards	4-5
B. Reservations	2	G. Food & Beverage Service	5
C. Required Fees & Forms	2	H. Event Personnel	6
D. Event Advertising	3	I. Vehicle Use & Parking	6
E. General Liability Insurance	3-4	J. Buildings & Grounds Use	7-8

RENTAL POLICIES

This document comprises the policies adopted by the Board of Directors of the El Dorado County Fair Association (“Association”) governing interim events presented on the fairgrounds by any organization or person. It sets forth in detail the conditions under which an organization or person, hereafter referred to as the “Renter”, may present commercial activities, private functions, displays, or entertainment on the fairgrounds.

No organization or person may use any portion of the Fairgrounds without having first executed a Rental Agreement for occupancy. A Rental Agreement must be signed by the Renter and by an authorized representative of the Association prior to the Renter's commencing any activity on the Fairgrounds.

General Policies

Non-Discrimination: No organization or person will be discriminated against belief or affiliation, medical condition, physical or mental disability, sex, sexual orientation or marital status. Any person or organization entering into a rental agreement with El Dorado County Fair Association is required to comply with this non-discrimination policy. Any person or organization entering into a rental agreement with El Dorado County Fair Association will be required to execute a statement agreeing to indemnify and hold harmless El Dorado County Fair Association, its Board of Directors, the County of El Dorado, its Board of Supervisors, and the officers, agents and employees of these agencies for any failure to comply with this non-discrimination policy.

Americans with Disabilities Act: It is the policy of El Dorado County Fair Association to provide reasonable accommodations to individuals with disabilities and to comply with the Americans with Disabilities Act.

All persons and organizations entering into a rental agreement with El Dorado County Fair are required to provide access and reasonable accommodations to individuals with disabilities and will be required to execute a statement agreeing to comply with all provisions of the Americans with Disabilities Act. Renters will also be required to indemnify and hold harmless El Dorado County Fair Association, its Board of Directors, the County of El Dorado, its Board of Supervisors, and the officers, agents, and employees of these agencies for any failure to comply with the Americans with Disabilities Act.

Operational Policies

The Renter agrees to fulfill the terms and conditions of the “Rental Agreement” relating to the use of facilities as they are now in effect or as they may be adopted hereafter. The Association reserves the right to modify or to change policies or rental rates. Every effort will be made to notify the Renter of changes as they are made.

Facilities will be rented based on the availability of dates, type of show, number of show days, and past performance of the renter. The Association reserves the right to deny and/or cancel applications for rental of its facilities when, in the opinion of management, such events may conflict with similar events previously scheduled or are not in the best interests of the Association, the County of El Dorado, or the general public. In addition, the Association reserves the right to base rental decisions on the best utilization of the facilities, greatest public interest, or highest revenues for the Fair Association. The Association may refuse an event booking when, in its sole opinion, the event may cause undue or unusual damage to the facilities, or cause or have the potential to cause cancellation of other events due to excessive cleaning or repair time.

D. EVENT ADVERTISING

1. **On Fairgrounds:** All advertising space on the premises of the Fairgrounds is the exclusive property of the Association. The Renter must receive prior approval from Fair management for any signage on the Fairgrounds.
 - The Renter is responsible for placement of signs and/or banners and must follow Association guidelines for location and installation methods. The use of adhesive tape or any kind of staple for the attachment of signs to any non-designated signage location is prohibited. Signs and/or banners put up without prior permission will be removed at the Renter's expense.
 - The Renter must remove all signs and/or banners immediately after the event or labor charges for Fair personnel will be charged. Any damage to Fair Association property due to the installation, display, or removal of approved signage is the responsibility of the Renter.
2. **Around Town:** Most cities prohibit the posting of signs in the public right-of-way.
 - This includes street medians, parkways, utility poles, traffic signs, and streetlights. It also includes signs placed on private property in such a way that any part of the sign projects over the sidewalk or property line. Cities can assess fines for the removal, storage, and disposal of signs removed by city personnel. The Renter shall be solely responsible for any such fees or fines.
 - Placerville City has a very strict sign ordinance. No signs may be posted in the City on private or public property without prior written approval from the City of Placerville. Contact the Placerville City @ (530) 642-5200.

E. GENERAL LIABILITY INSURANCE

EL DORADO COUNTY FAIR ASSOCIATION, INC. CERTIFICATE OF INSURANCE REQUIREMENTS

Please forward this section to your insurance agent. It contains pertinent information for proper completion of your Certificate of Insurance. *Certificate must be in the fairgrounds office no less than thirty days prior to event.*

1. Cancellation clause: Lessee shall furnish Fair with a certificate from Lessee's insurer of such Insurance which shall provide for at least 10 days notice to Fair of cancellation.
2. Certificate must include original signature by the agent authorized to sign the Certificate of Insurance.
3. The Certificate of Insurance shall list the applicable policy forms, including endorsements. Any exclusions or coverage limitations, including sub-limits, that apply to the contractor/renter's activities, or business to be conducted under the contract or rental agreement/lease, must be listed in the Certificate of Insurance. If there is a self-insured retention or deductible in the contractor/renter'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 contractor/renter'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.
4. Each required commercial general liability policy must be endorsed by Renter's insurance carrier with the following specific language
 - **El Dorado County Fair Association, the County of El Dorado, the State of California and each agency's officers, agents, employees, directors, managers, volunteers and elected and 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.**
 - **The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies have been issued to each insured.**
 - **The insurance provided herein is primary and no insurance held or owned by El Dorado County Fair Association or the County of El Dorado shall be called upon to contribute to a loss.**
 - **The coverage provided by this policy shall not be reduced or cancelled without thirty (30) days written notice to El Dorado County Fair Association.**
5. Certificate to show the policy period, including all set-up and teardown time and dates.
6. *Contractual Coverage:* Policy must include Contractual Coverage as well as General Liability.
7. *Broad Form Property Damage:* All policies must include Broad Form Property Damage Coverage on Fairgrounds facilities.
8. *Riot And Civil Commotion Coverage:* Insurance policies are not acceptable if they include Riot and Civil Commotion exclusions.
9. *Amounts Of Coverage:* For each occurrence not less than \$1,000,000. Public liability coverage of not less than \$1,000,000. Property damage coverage of not less than \$1,000,000. (For all motorized events and other events as determined by the Association, all coverage must be for not less than \$2,000,000).
If alcohol will be sold and/or served insurance must include Liquor Liability coverage of not less than \$1,000,000 per occurrence.
10. Please provide a copy of your Lessee Agreement with El Dorado County Fair Association to your insurance agent.

Continued on next page...

ADDITIONAL INSURANCE REQUIREMENTS

- **Additional Insurance Required:** In addition, a separate certificate of insurance is required from any individual or entities participating in any event if they are providing the following during the Renter's event: carnival ride operators, pony rides, petting zoos, children's amusements, bounce houses, dunk tanks, motor sports activities, first aid, and security services. This list is not all-inclusive. A list of activities must be presented to the Association for approval. The Association reserves the right to require a certificate of insurance from any exhibitor or service provider on fair property. Any individual or entity from which a certificate of insurance is required will not be permitted to provide services until such a valid certificate of insurance has been received.
- **Special Events Liability Insurance:** The Renter may qualify for reasonably priced Special Events Liability Insurance offered through the California Fair Services Authority. The Special Events Liability Insurance (SELI) is general liability insurance that covers and protects Renter against bodily injury and property damage liability. *The insurance does not cover the property or liability of any exhibitors.* A \$25.00 administrative fee may be assessed in addition to the premium payment if Renter elects to obtain SELI through the Association. Contact the Fair office (530) 621-5860 for more information.
- **The Association recommends that a copy of the Rental Agreement and these policies be provided to the Renter's insurance agent for review.**

F. FIRE SAFETY STANDARDS

All fire regulations prescribed by the Fire Marshal of El Dorado County shall be strictly observed. **The following must be observed and hazards corrected before the event opens to the public.**

1. **Special Permits:** The Fire Marshal shall be advised of any of the following at least 30 days prior to an exhibit or show. A Fire Permit will be required for any of the following:
 - Use of canvas tents or other similar fabric enclosures or overhead cover by 10 or more persons for any purpose.
 - Demonstration or operation of any heat producing device or sources of ignition, including but not limited to: heaters, stoves, barbecues, candles, torches, lanterns, internal combustion engines, any other open flame device.
 - Display demonstration or operation of any electrical, chemical or mechanical device.
 - Display or use of any motor vehicle within a building, tent or similar fabric enclosure or overhead cover.

NOTE: All motor vehicles on display shall have battery cables disconnected and taped. Fuel tanks must not be more than 3/4 full and provided with locked caps or sealed in a manner approved by the Fire Marshal. Wheel locks may be required.
2. **Set-up Layouts:** Floor plans shall be submitted to the Association for approval at least 30 days prior to the opening of the event. Copies may be forwarded to the Fire Marshal. Plans shall indicate:
 - The dimension of all aisles, exits, exhibits, booths, tables, and displays.
 - Brief description of the event.

NOTE: The event may not open without an approved floor plan on file.
3. **Aisles and Exit Ways:**
 - Aisles are to be eight feet in width.
 - Aisles and exit ways are to be kept clear at all times.
 - A 20-foot clearance is to be maintained at all illuminated exit doors.
 - No chairs are allowed in the aisles.
 - All exit doors shall be able to be opened from the inside without any special effort or knowledge. All locks and chains shall be removed during public hours.
4. **Decorative Materials:**
 - 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 in a manner approved by the Fire Marshal.
 - Copies of approved certificates of flame resistance covering all treated materials shall be available at the exhibitor's site.
 - Except for fabric made of 100% glass fiber, a special permit from the Fire Marshal will be required for decorative material, non-flammable or treated, when suspended horizontally as an overhead cover.

NOTE: Exits, exit lights, fire alarm sending stations, wet standpipe hose cabinets, and fire extinguisher, electrical panel locations must remain accessible and not be concealed by any exhibit or decorative material.

Continued on next page...

5. **Theater Seating:**
 - Assembly seating will be set in compliance with Fire Marshal regulations.
 - Minimum aisle width between rows of chairs must be 42".
 - Chairs must be connected when more than 299 chairs are used.
6. **Housekeeping:**
 - Every building, tent, or enclosure and every exhibitor booth therein shall be maintained in a neat and orderly manner, free from any condition which would contribute to the rapid spread of fire.
 - All combustible waste material and rubbish within the building(s) shall be stored in approved containers. All waste shall be emptied at the close of each day into approved containers outside.
 - Waste material and rubbish containers located outside of buildings shall not block exit passageways or fire lanes, nor shall they be located where an external fire hazard to any building or structure is created.
7. **Exhibit Installation and Removal:** No installation or removal of exhibits shall be permitted during hours when event is open to the public.
8. **Electrical Installation:** Cords not meeting the following requirements shall be confiscated for the duration of the event.
 - The Renter is required to provide extension cords to connect to the Association's electrical outlets. Extension cords shall be rated 15 AMPS minimum and contain ground wire.
 - Electrical cords will not be permitted to run freely across any public access way including aisle ways and roadways. They may be secured with tape.
 - Electrical installations shall be in conformance with Government Agency Building Code.

NOTE: Fair personnel must perform all electrical work on the grounds.
9. **Fire Extinguishers:** Fire extinguishers are provided in major buildings. At other locations or where special hazards are created, the Renter may be required by the Fire Marshal to provide additional extinguishers. Fire extinguishers must remain accessible at all times.
10. **Flammable Liquids:** Flammable liquids and other flammable substances are not allowed within any building or tent. The only exception to this section is alcoholic beverages served by the Association's exclusive provider as set forth in these policies.
11. **Smoking:** All buildings on the Fairgrounds are considered SMOKE FREE facilities. Smoking is permitted outside, 20 feet from any door or open window.

G. FOOD AND BEVERAGE SERVICE

1. A food facility serving to the public shall not be open for business without a valid permit from *El Dorado County Environmental Management*.
2. **Definition of Food:** Food means any raw or processed substance, ice, beverage, including water, or ingredient intended to be used as food, drink confection, or condiment.
3. A permit is required for any cooking demonstrators, cookware dealers, or health demonstrators serving to the public. **A permit to operate will not be issued until all requirements are met.** An application for a food facility permit must be approved by:

El Dorado County Environmental Management | (530) 621-5300
2850 Fairlane Ct., Placerville, CA 95667
4. **Definition of a Concession:** A business or person who operates a subsidiary business, during the course an event under a contract, license, or agreement from the board or representative of a designated event using the fairgrounds for said event.
5. **Definition of a Concessionaire:** The owner or operator of the concession.
6. All renters intending to serve or sell liquor at their events shall meet State legal requirements as established by the Department of Alcohol Beverage Control. **If alcohol will be served or sold, insurance must include Liquor Liability coverage of not less than \$1,000,000 per occurrence.**

H. EVENT PERSONNEL

The following Association personnel are required for all events and paid for by the Renter. The Association will determine all personnel requirements.

1. **Building Attendant (mandatory):** A minimum of one attendant is scheduled for each event and is included in the facility rental fee. The attendant will unlock rental facilities at the time indicated in the Rental Agreement and will relock them at the end of each day during the rental period. Attendants are responsible for maintaining all public restrooms including restocking toilet paper and paper towels, and supplying trash can liners. They are not permitted inside exhibitor booths. Attendants are also responsible for execution of all Fair Association policies, including but not limited to; maintaining fire lanes for parking. Licensee is responsible for removing refuse during the course of the event and disposing of trash into receptacles outside of each building and then relining each trash can within each building.
2. **First Aid Services:** At the Renter's expense, first aid services may be required. The company providing such services must be licensed and provide a certificate of insurance.

I. VEHICLE USE AND PARKING

1. Vehicles

- In all cases, parking lots and roadways will be under the exclusive direction of the Association.
- Motor-vehicles, such as mopeds and ATV's, are not permitted on the Fairgrounds. Golf carts are permitted with prior written approval. Proof of insurance and a copy of a valid driver's license must be submitted to the Association in advance for approval. Only authorized drivers shall operate golf carts on the grounds. Any violations will result in revocation of approval.
- All vehicles must comply with directions of Association personnel and obey all Association regulations. Parking is restricted to specific areas set aside by the Association.
- Vehicles must park in designated areas only. Vehicles may not be parked in or around the buildings, except for unloading and loading. Fire lanes shall be maintained at all times.
- **Speed limit on the Fairgrounds is 10 MPH.**
- Designated disabled parking areas are set aside for vehicles displaying current and valid disabled placards/ licenses only.

2. Load In/Load Out

- Load in and load out is under the exclusive direction of Association. The Renter shall cooperate with Association staff regarding the enforcement of policies.
- Exhibitor load in and load out will be restricted to the sides and rear entrances of all buildings and will be under the direction of Association personnel.
- Unloading shall be limited to 60 minutes per vehicle and will be monitored by Association personnel. All vehicles and trailers must be moved to the exhibitor parking area immediately after unloading.
- Vehicles may not block any entry/exit door at any time.
- For safety reasons, emergency flashers must remain on while loading and unloading.
- All vehicles must be removed from load in areas to the exhibitor parking area before the event will be permitted to open to the public.
- Access to the loading area will not be permitted until the show is officially closed to the public and vehicle traffic is no longer a danger to pedestrians.

3. General Policies Regarding Vehicle Use and Parking

- The Association will issue all parking passes. In the event that the Renter requires a special exhibitor-parking pass, the Association will have the exclusive right to print the parking passes. Passes may be limited and will be allocated according to available parking.
- Parking for RV's is restricted to assigned areas. Renter may choose to pay the current fee per night per RV parked on the Fairgrounds in conjunction with the event or to have RV parking fees collected by Fair personnel.
- Bicycles, roller blades, skates, scooters, and skateboards are prohibited anywhere on the grounds.
- Association is not responsible for theft or damage incurred to vehicles parked on the Fairgrounds.
- **Parking Fees:** The Association retains all rights and privileges to parking areas, including the right to charge a parking fee to all users. Interim event parking fees are established at the current parking rate.

J. BUILDINGS AND GROUNDS USE

1. **Conditions of Grounds:** The Renter accepts the grounds, as they exist. The Renter should immediately report any area that requires attention to the Association.
2. **Facilities:** The Renter must discuss the nature of the event and facility requirements with the Event Staff to determine feasibility; some uses may not be appropriate for specific sites.
3. **Tents:** If tents will be used, an additional deposit may be required to cover the cost of restoring a tented area to its pre-event condition. The Association will contract for any necessary repairs and pay for them out of the renter's security deposit. All tent locations must be approved in advance by the Fair's Maintenance Supervisor before any tents are erected. Tent stakes are permitted on lawn areas only under direction of Fair staff. Any tents set up on asphalt must be secured using weighted buckets.
4. **Alterations/Decorations:** The Renter, exhibitors, or their authorized representatives shall not paint, change, alter, or tamper with any Association property, including buildings, floors, asphalt in roadways or parking areas, signs, piping, locks, conduits, and electrical or gas connections.
At the conclusion of the event, the Renter must remove all decorating materials. The use of staples, nails, tacks, or any kind of tape for the attachment of decorations to the facilities or equipment is prohibited. Decorations may be installed in designated areas only.
5. **Equipment/Services:** Equipment provided (tables, chairs, garbage cans, etc.) will be available in the building or rental area. It is the Renter's responsibility to position any equipment as desired. Any set-up or moving of equipment or any materials by Fair personnel will be considered a Fair service and charges may be assessed. Any missing or damaged equipment will be charged to the Renter. Requests for equipment rental or additional personnel must be made between 9:00 am and 4:00 pm Monday through Friday. This request must come from the Renter or an authorized representative, as all pertinent charges will be billed to the Renter. With advance notice, forklift services are available at a 1-hour minimum charge. Contact the Fair Office for information and current pricing on additional items available for rent including tables, folding chairs, barricades, etc.
*** Equipment shall not be made available for use outside of the Fairgrounds.**
6. **Outside Equipment Rentals:** The Renter may employ any decorating or equipment rental firm. The Renter will be responsible for renting, re-stacking, and clearing equipment rented from an outside source upon conclusion of the event. The Association will not be responsible for rented equipment lost or damaged before, during or after the event.
7. **Damages/Loss:** The Renter agrees to restore facilities used to the same condition in which they existed prior to the rental. If any portion of the premises is damaged, the Renter will be responsible for the Association's labor and/or material costs to restore property to its pre-event condition. Damages caused by the elements, acts of God, or casualties beyond the control of the Renter are exempted from charges.
*** Any Association equipment or materials lost during the contracted times will be billed at the prevailing replacement cost.**
8. **Cleanup Service:** The Renter is expected to leave premises in their pre-event condition. If additional cleaning is required, the Renter will be charged at the rate of \$100 per person, per hour. The Renter may also be charged for unusual quantities of trash left behind. Walk away cleanup is available at the current rate.
9. **Injuries:** All injuries must be reported immediately to the Building Attendant. The Renter must report the name of the injured individual, type of injury, location of injury, and a description of how the injury occurred.
10. If an injury requires medical attention, call paramedics at 9-1-1 immediately. If paramedics are called to the grounds, the patient may be responsible for the transport fee.
11. **Lost and Found:** Lost and found items should be turned in to the Fair Office during regular business hours.
12. **Courtesy Credentials:** A reasonable number of courtesy credentials may be made available to enable the Association's Board of Directors, management, and staff to view the event.
13. **Keys:** Keys to facilities will not be made available. If using a building with an office, the Renter may provide a padlock for the door for the duration of the event.
14. **Shipments:** Shipments should be scheduled to arrive at the Fairgrounds no earlier than the first day of occupancy. The Association will not accept deliveries made in advance.
All deliveries sent to the Fairgrounds must be clearly marked with the name of the event and the building. Any freight or packages left for pick-up and shipment after the show ends must be arranged in advance with the Fair Office. El Dorado County Fair is not responsible for any property left on the fairgrounds by the renter, exhibitors, participants, or the general public. Any materials left on the fairgrounds after move-out will be removed by the Fair and the renter will be charged for any subsequent storage or removal at prevailing rates.
15. **Telephone Service:** Phone service at an event is the sole responsibility of the Renter. Lines must be ordered from provider no later than two weeks prior to the events to ensure service. Telephones and extension cords are not provided.

16. **Sound Systems:** The Association's sound system is for public address use only and is not available for music amplification. Any sound system in use on the Fairgrounds (sponsored by the Association and/or an outside source) will be set at a decibel level specified by the Association. The use of the sound system in an outside area on the Fairgrounds shall not be permitted to continue after Midnight and/or is up to the discretion of the Fair Manager and/or Placerville Police Department. Renters who violate the decibel level or shut off time will lose the use of the sound system for the remainder of the event.
17. **Sound Standards:** No event may cause noise levels to exceed the noise ordinances established by City of Placerville and/or El Dorado County.
18. **Animals:** Animals kept by RV users shall never be permitted to roam freely. They must be penned or on a leash at all times. Persons having dogs on the grounds must use every care to assure the safety of all visitors on the Fairgrounds. Anyone in violation of this policy will be asked to remove the animal(s) from the grounds.
All sanitary needs for permitted animals will be the sole responsibility of the Renter; sanitary needs for guide, signal, or service dogs will be the patron's responsibility.
19. **Games of Chance:** "Games of Chance" or any other related activities are prohibited if the activity is played for commercial purposes or for profit. If a "raffle" or "free drawing" is to be conducted during the event by the Renter and/or exhibitors, it must be called an "opportunity drawing."
20. **Concerts/Dances/Parties** and other events as determined by the Association must have additional approval of the Placerville Police Department prior to contract being written. The renter (person signing the contract) must submit a detailed proposal of the event, including a security plan, noting if alcohol will be sold or served and type of music to the Association and the Placerville Police Department. The proposal must include the renter's name, address, phone number, drivers license number and state where the license was issued. A copy of the Police Department requirements must be on file in the Fair office prior to contract being written.
21. ***Because of the importance of the safety of children, no alcohol is allowed in a private event if guest of honor is less than 21 years old. Event will be cancelled if alcohol is served at one of these events.***
22. **Weapons:** Weapons, including knives and firearms, are prohibited on the grounds. Exhibitors participating in an organized gun show may have unloaded firearms within the confines of their rented space. No person shall possess, discharge or shoot any firearm, bow & arrow, lawn darts, slingshot, wrist-rocket, air gun, paintball gun or any device that shoots or propels a projectile, fireworks, combustible-powdered projectile, or any other such devices potentially harmful to fairgrounds visitors and property. It is prohibited to possess or fire any firecracker or fireworks on the grounds.