

El Dorado County Fair & Event Center

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

Private Event Rental Policies

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Definition of a Private Event: A private event is not open to the public, and there is no payment to attend or to purchase food or beverages.

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 private functions on the fairgrounds.

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

Discrimination and ADA Compliance Policies

Non-Discrimination: No organization or person will be discriminated against belief or affiliation, medical condition, physical or mental disability, race, color, national origin, religion, sex, sexual orientation, gender identity, age, political beliefs or marital status. Any person or organization entering into a Rental Contract with El Dorado County Fair Association is required to comply with this non-discrimination policy. Any person or organization entering into a Rental Contract with El Dorado County Fair Association will be required to execute a statement agreeing to indemnify and hold harmless the State of California, County of El Dorado, El Dorado County Fair Association and Event Center, and each agency’s officers, agents, employees, volunteers, and elected and appointed boards, 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 Contract with El Dorado County Fair Association 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 the State of California, County of El Dorado, El Dorado County Fair Association and Event Center, and each agency’s officers, agents, employees, volunteers, and elected and appointed boards, 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 Contract” 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 Event 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 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.

A. FAIRGROUND RENTALS & RESERVATIONS

An Interim Reservation Request Application Form must be submitted for Association to consider a rental.

1. **Association Events:** No event will be scheduled which is in conflict with events scheduled by the association.
2. **Rental Conditions:** Rental of the facility will include general floor space, stocked restrooms, lined garbage cans (one yard of refuge included with most rentals), and utilities for normal electricity and lights. During the winter months, we ask our Renters to monitor propane usage. We will not turn the heaters on in any building if the doors are left open for load in/load out or during the event. Basic rental fees do not include kitchen, concession areas, adjoining walkways, outside areas, patio areas, storage facilities, nor Association labor, materials, equipment, or parking privileges.
3. **Recurring Events:** First-time Renters are not permitted to reserve future event dates until completion of the Renter's first event. The term "event date" is used when facilities are used for an event attended by the general public and/or invited guests.
4. **Deposit:** A reservation deposit of \$200.00 must be provided when the reservation is made and will be applied to the first of two payments for the event. All costs deemed necessary and incurred by the Association on behalf of the event including, but not limited to additional labor or equipment requested by the Renter will be billed to the Renter at the end of the event.
5. **Usage Hours:** Rental fees cover the use of the facility for 12 consecutive hours between 7:30 am and midnight, unless otherwise stipulated in the Rental Contract. No event will be permitted to commence prior to 7:30 am or continue after midnight without prior written agreement from the Association. Association staff begin their day at 7:00 am and not before.
6. **Scheduling of Events:** Overtime costs will be charged for Fair personnel unless attendees and Renter's staff are vacated and the facilities secured by the time specified in the Rental Contract. Extended rental hours are the hourly rate for each area used (see pricing sheet for details).
7. **Setup and Teardown Days:** The terms "setup" and "teardown" shall include the use of the facilities for moving equipment in and out, and preparation and cleanup of the facilities for the event. Time required for set-up and teardown must be included in the rental period; facilities will not be available prior to the start time indicated in the Rental Contract without prior written permission. Renter may request a day before and/or a day after event, to use as setup and teardown days, at half of the rental fee per rented building or area of the fairgrounds.

B. RENTAL CONTRACT, REQUIRED FEES AND FORMS

1. **Payment:**
 - A deposit of \$200.00 is due with Reservation Request Application to hold requested date (this will be applied to the first of two payments if time allows).
 - Payment of 50% of the facility rental, the security/cleaning deposit if applicable, and for any additional personnel or equipment needed for the event must be made at the time the contract is signed. An invoice will be sent for the remaining 50% of the facility rental fee due on or before thirty (30) days prior to the event. Renter will be billed following the event for any additional expenses incurred during the event. Prices do not include card fees. For your convenience, we can take most credit/debit cards for payment with a 3.5% convenience fee added to your total.
2. **Forms and Fees:** If Renter fails to submit the required payments & documents as stated herein, Association reserves the right to cancel Rental Contract without further notice. The following fees and forms must be submitted to the Fair Office prior to Renter's event:
 - *Rental Contract:* Due as indicated on contract.
 - *Additional Rules and Regulations* (other than those on standard contract) which become a part of Rental Contract.
 - *Rental fees:* Due as indicated on contract.
 - *Certificate of Insurance:* Due thirty (30) days prior to event or as indicated on contract.
 - *Floor Plan and Building Layout:* Due two weeks prior to event. Renter must contact Facilities Supervisor to discuss setup.
 - *Expenses incurred during event:* Payable within thirty (30) days of billing.
3. **Amendments and Addendums to Rental Contract:** No additions or deletions to the Rental Contract will be permitted unless made in writing and approved in writing by the Association prior to the scheduled event. Rental Contract, once completed, may be changed up to three times without incurring a processing fee.
4. **Event Cancellation:** El Dorado County Fair Association will retain 50% of the total facility rental fee if cancellation of

the Rental Contract is made within thirty (30) days of the event and 25% of the total facility rental fee or three hundred (\$300.00), whichever is greater, if the event is cancelled more than thirty (30) days prior to the event.

5. **Emergency Use of Facilities:** If at any time during the season, the facilities are needed for Red Cross, FEMA, OES, Cal Fire, US Forest Service or for any other emergency use, Renter will relinquish facilities back to Association without penalty to Association. Renter will not be responsible for rent due for any scheduled event that was cancelled due to said "Emergency."
6. **Inclement Weather:** If inclement weather conditions including, but not limited to, snow, rain, and heat prevail, making it impossible to complete the event the Association shall nevertheless be paid the full contract price.
7. **Returned Checks:** If a check is returned for any reason, the Renter will be required to make all future payments in cash or by cashier's check. A \$25 fee will be charged on all returned checks.
8. **Deposits:** Refundable Cleaning, Security and/or Damage Deposit is required for all building rentals.

C. 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 at (530) 642-5200.

D. GENERAL LIABILITY INSURANCE

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

Please forward this section to your insurance agent along with your Rental Contract. It contains pertinent information for proper completion of your Certificate of Insurance. Certificate must be in the fairground's office no less than thirty (30) days prior to event.

1. **Cancellation clause:** Renter shall furnish Association with a certificate from Renter's insurer of such Insurance which shall provide for at least a fifteen (15) day notice to Association of cancellation.
2. **Authorization:** Certificate must include original signature by the agent authorized to sign the Certificate of Insurance.
3. **Policy Forms Inclusions and Exclusions:** The Certificate of Insurance shall list the applicable policy forms, including endorsements. Any exclusions or coverage limitations, including sub-limits, that apply to the Renter's activities, or business to be conducted under the Rental Contract must be listed in the Certificate of Insurance. If there is a self-insured retention or deductible in the 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 renter's policy declaration page containing this information as an attachment or exhibit to the Certificate of Insurance will be acceptable, provided it contains all the aforementioned information.
4. **Language:** Each required commercial general liability policy must be endorsed by Renter's insurance carrier with the following specific language
 - **The State of California, County of El Dorado, the El Dorado County Fair Association and Event Center, 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 Contract.**
 - **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. **Policy Period:** Certificate must show the policy period, including all setup 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).
 10. **Serving Alcohol:** If alcohol will be served insurance must include Liquor Liability coverage of not less than \$1,000,000 per occurrence.

ADDITIONAL INSURANCE REQUIREMENTS

- **Additional Insurance Required:** In addition, a separate certificate of insurance is required from any individual or entity 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 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. A \$10.00 administrative fee will 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.

E. 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 begins.

1. **Aisles and Exit Ways:**
 - Aisles are to be eight (8) feet in width.
 - Aisles and exit ways are to be kept clear at all times.
 - A twenty (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.
2. **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 retarded condition in a manner approved by the Fire Marshal.

***NOTE:** Exits, exit lights, fire alarm sending stations, wet standpipe hose cabinets, fire extinguishers, and electrical panel locations must remain accessible and not be concealed by any equipment or decorative material.
3. **Theater Seating:**
 - Assembly seating will be set in compliance with Fire Marshal regulations.

- Minimum aisle width between rows of chairs must be forty-two (42) inches.
 - Chairs must be connected when more than two hundred, ninety-nine (299) chairs are used.
4. **Housekeeping:**
- Event building 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 and removed from the building at the end of the event.
 - 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.
5. **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 as needed 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 painters' tape. The use of duct tape is prohibited.
 - Electrical installations shall be in conformance with Government Agency Building Code.
- NOTE:** Fair personnel must perform all electrical work on the grounds.
6. **Fire Extinguishers:** Fire extinguishers are provided in major buildings. Fire extinguishers must remain accessible at all times.
7. **Flammable Liquids:** Flammable liquids and other flammable substances are not allowed within any building. The only exception to this section is alcoholic beverages served by Renter's designated provider as set forth in these policies.

F. FOOD AND BEVERAGE SERVICE

1. **Private Event:** If your event is for members and invited guests only and not open to the public and no payment is required of any kind to attend your event or purchase food or beverages, you are exempt from needing a permit. Food must be prepared and served during the event. No food stored or prepared at home can be sold or given away at any event. If your event is public then you need to see the Public Event Rental Policies document.
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, garnish, or condiment.
3. **Serving Alcoholic Beverages:** All renters intending to serve alcoholic beverages at their private event (no money being exchanged) shall meet State legal requirements as established by the Department of Alcohol Beverage Control. Insurance must include Liquor Liability coverage of not less than \$1,000,000 per occurrence.

G. 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 Contract and will relock them at the end of each day during the rental period. Attendants are responsible for trash removal during the course of the event, maintaining all public restrooms including restocking toilet paper and paper towels, and supplying trash can liners. Attendants are also responsible for execution of all Fair Association policies, including but not limited to; maintaining fire lanes for parking.

H. 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 licensed 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 as described in Rental Contract. Vehicles may not be parked in or around the buildings, except for unloading and loading. Fire lanes shall be maintained at all times.
- Vehicles may not park on lawns if wet.
- Designated disabled parking areas are set aside for vehicles displaying current and valid disabled placards/licenses only.
- Speed limit on the Fairgrounds is 10 MPH.

2. **General Policies Regarding Vehicle Use and Parking**

- **Theft or Damage:** 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 attendees of events. Private and not for profit events are excluded.

I. **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 Facility Supervisor to determine feasibility; some uses may not be appropriate for specific areas of the fairgrounds.
3. **Alterations/Decorations:** The Renter, or their authorized representatives shall not paint, change, alter, or tamper with any Association property, including but not limited to, buildings, floors, asphalt in roadways or parking areas, signs, piping, locks, conduits, and electrical or gas connections. Renter must bring own equipment to aid in decorating, e.g. ladders, step stools. 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. At the conclusion of the event, the Renter must remove all decorating materials.
4. **Equipment/Services:** Equipment provided (tables, chairs, garbage cans, etc.) will be available in the building or rental area. Renter is to contact Facility Supervisor with diagram of setup two (2) weeks prior to event. Association will set rented area up accordingly. Any adjustments of setup, 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 at replacement costs. 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. Contact the Fair Office for information and current pricing on additional items available for rent including tables, folding chairs, barricades, etc. (see pricing sheet).
***Equipment shall not be made available for use outside of the Fairgrounds.**
5. **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.
6. **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 at the current rates. 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.**
7. **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 eighty-five (\$85) per person, per man hour. The rental comes with a one-yard trash allowance. Renter will be charged for additional yards of trash left behind. Walk-away cleanup is available at the current rate (see pricing sheet).
8. **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. If an injury requires medical attention, call paramedics at 9-1-1 immediately. If paramedics are called to the grounds, the patient will be responsible for the transport fee and all medical expenses incurred.
9. **Lost and Found:** Lost and found items should be turned in to the Fair Office during regular business hours.
10. **Keys:** Keys to facilities will not be made available.

11. **Telephone and Internet Services:** Phone and internet service at an event is the sole responsibility of the Renter. Lines or internet services must be ordered from provider no later than two weeks prior to the events to ensure service. Many set up hot spots from phones. Equipment, extension cords, or cables are not provided.
12. **Sound Systems:** The Mark D. Forni building has a state-of-the-art audio/visual system that is available to renters of the Mark D. Forni building at an additional fee and its use would be designated in Rental Contract. The Association's sound systems are for public address use only and are 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.
13. **Sound Standards:** No event may cause noise levels to exceed the noise ordinances established by City of Placerville and/or El Dorado County.
14. **Animals: Animals on the Fairgrounds must be kept on leashes at all times.** 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. Do not leave animals locked up in vehicles. Animal Control will be called if animal(s) appears to be suffering.
15. **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, it must be called an "opportunity drawing."
Because of the importance of the safety of children, no alcohol is allowed at any event if guest of honor is under 21 years of age. Event will be cancelled if alcohol is served at one of these events.
16. **Weapons:** Weapons, including knives and firearms, are prohibited on the grounds. No person shall possess, discharge or shoot any firearms, bow & arrows, lawn darts, slingshots, wrist-rockets, air guns, paintball guns or any other devices that shoot or propel a projectile, fireworks, combustible-powdered projectiles, or any other such devices potentially harmful to Fairground's visitors and property. It is prohibited to possess or fire any firecrackers or fireworks on the Fairgrounds and in El Dorado County.
17. **Smoking:** All buildings on the Fairgrounds are considered SMOKE FREE facilities. Smoking is permitted outside, twenty (20) feet from any door or window. No smoking in breezeway between buildings is allowed.
18. **Bicycles, roller blades, skates, scooters, and skateboards are ridden at user's own risk.** The Association is not liable for any theft, injury, property damage, or death that may occur from the use of these items.