

RULES AND REGULATIONS GOVERNING RENTAL SPACE

- 1. No Rentor will be allowed to open until all the preliminary requirements herein set forth have been complied with.**
- 2. Rentor will conduct his 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 Rental Agreement shall have the prior approval of Association and the 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. Rentor will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Rentor in said space(s).**
- 5. Rentor must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.**
- 6. Rentor 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 rights 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 Rentor shall not include the Carnival and the Carnival Area.**
- 7. Rentor 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 is to be approved by Association.**
- 8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Rentor must, at his 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 Fair is open to the public. Receptacles will be provided at several locations to receive Rentors' trash, and such trash must not be swept into the aisles or streets or any public space.**
- 9. All sound-production devices used by Rentor within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to the 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. Rentor agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium and that he 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 operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.**
- 11. Rentor is entirely responsible for the space allotted to Rentor 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 Rentors, 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 own expense not later than a date specified by Association. It is understood in the event of Renter's failure to vacate 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 bring onto fair grounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, either for sale or consumption. unless authorized in writing by Association .
 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. "Contractor, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 1212.7)."
 19. Renter recognizes and understands that this rental may create a possessor interest subject to property taxation and that the Renter may be subject to the payment of property taxes levied on such interest.
 20. The Association shall have the privilege of inspecting the premises covered by this agreement at any time or all times.
 21. 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 not as officers or employees or agents of Association.
 22. 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.

Memo for Fair Management: Hazardous Agreements: If this agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy and incorporated by reference in Paragraph 14 of page one.

Nondiscrimination Clause, Form 17A or Form 17B for agreements over \$5,000, must be attached to each copy and incorporated by reference in Paragraph 14.