DEPARTMENT: Community Services    BY: Mary Williams/966-5315

RECOMMENDED ACTION AND JUSTIFICATION: (Policy Item: Yes_( ) No_(x)

Approve the Fairgrounds rental increase for the Senior Exposition and Health Fair on May 11th to cover both Bldg. A and B. Due to the increase of providers and attendance we are requesting usage of both buildings.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

Last year we moved to the fairgrounds because we had outgrown the space needed here at the Center and rented Bldg. A.

LIST ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

1. Approve increase for the rental agreement.
2. Give direction to staff

COSTS:    (x) Not Applicable
A. Budgeted current FY
B. Total anticipated costs
C. Required additional funding
D. Internal transfers

SOURCE:    ( ) 4/5ths Vote Required
A. Unanticipated revenues
B. Reserve for contingencies
C. Source description:
Balance in Reserve for Contingencies, if approved:

SPECIAL INSTRUCTIONS:
List the attachments and number the pages consecutively:

CLERK'S USE ONLY
Res. No.: 01-20 Ord. No.________________________
Vote - Ayes:_________ Noes:_________ Absent:_________
Approved:_________ Denied:_________ Minute Order Attached ( ) No Action Necessary

The foregoing instrument is a correct copy of the original on file in this office.

Date:_________
ATTEST: MARGIE WILLIAMS, Clerk of the Board
County of Mariposa, State of California
By: Deputy

ADMINISTRATIVE OFFICER'S RECOMMENDATION:
This item on agenda as:
Recommended
Not Recommended
For Policy Determination
Submitted with Comment
Returned for Further Action

Comment:____________________________________________________

A.O. Initials:_________

Action Form Revised 5/92
INTERIM RENTAL AGREEMENT 2001-17
February 27, 2001

THIS AGREEMENT by and between the 35-A District Agricultural Association, hereinafter called the Association and MARIPOSA COUNTY BOARD OF SUPERVISORS, hereinafter referred to as RENTER WITNESSETH

1. THAT WHEREAS RENTER desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises on FRIDAY, MAY 11, 2001;

2. NOW THEREFORE Association hereby grants RENTER the right to occupy BUILDING A & BUILDING B WITH KITCHENS subject to the terms and conditions of this agreement. "The attached addendum & FE-13 are incorporated herein & made a part of this agreement."

3. THE PURPOSE of occupancy shall be limited to ANNUAL SENIOR HEALTH FAIR & LUNCHEON and shall be for no other purpose or purposes whatsoever without prior written permission from fair management. Refer to page 7 of Interim Rental Rules and Regulations regarding required listing of program of events and activities.

4. RENTER AGREES to PAY to Association for the rights and privileges hereby granted, the amounts in the manner set forth below:
   TOTAL AMOUNT DUE PRIOR TO EVENT IS $385.00 which includes $385.00 + ACTUAL UTILITIES USED rental fees, 0.00 for insurance and 0.00 deposit (for damages and utilities). Deposit is due at the time of reservation of facilities and is refundable, all or in part, after the event. Utility usage charges, as applicable, will be deducted from the deposit. Total rental fee due is payable prior to event. Any other charges for personnel, equipment, utilities, etc. as outlined in the contract will be billed after event. NOTE: Basic rental rates are minimum only for facilities as specified in Interim Rental Rules and Regulations. Rentals requiring additional set-up and/or equipment other than that specified as being included in the basic rental rate will be charged extra as described in the interim rental policy booklet.

5. RENTER AGREES to pay fees required by Association as set forth above and to guarantee payment of:
   a. Any money which may be payable to Association under this agreement.
   b. Any damage to Fairgrounds property and extra utility charges, if any.
   c. Removal of all property of RENTER and the leaving of the premises in a condition satisfactory to the Association. All items, decorations, food, etc. must be removed from facilities immediately after event and all facilities turned off (lights, heaters, air conditioners, refrigerators, etc.). Extra charges will be made for facilities left on or extra clean-up required.
   d. Use of facilities prior to or after date of use will result in extra charges and must be arranged IN ADVANCE with fair management.
   e. Use of facilities not set forth in this agreement will result in extra charges.

6. ASSOCIATION shall have the right to audit and monitor any and all events as well as gain access to the premises.

7. RENTER SHALL PROVIDE, as required by Association, evidence of authorized insurance for the term of this agreement as outlined on attached FE-13 (Insurance Requirements for Users of State Supported Fair Facilities.)

8. 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 Workers Compensation law and RENTER himself 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.

9. RENTER FURTHER AGREES that s/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.

10. 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 the Association.

11. 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 understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by he parties hereto, shall be binding upon any of the parties hereto.

12. THE RULES AND REGULATIONS attached to this agreement hereof are made a part of this agreement as though fully incorporated herein, and RENTER agrees that he 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. RENTER further agrees that s/he has read, understands and will comply with the Interim Rental Rules and Regulations, pages 1-16, and the Alcohol Management Policy, both of which are referenced herein and made a part of this agreement. Said Interim Rental Rules and Regulations and Alcohol Management Policy are on file in the Association office where renters may secure a copy.

13. 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 facilities used shall be deemed earned and non-refundable by the Association and the Association shall have the right to occupy the space in any manner deemed for the best interest of Association.

14. 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.

35-A DISTRICT AGRICULTURAL ASSOCIATION
5007 FAIRGROUNDS ROAD
MARIPOSA, CALIFORNIA 95338

Linda Sinclair, General Manager

MARIPOSA COUNTY BOARD OF SUPERVISORS
5246 SPRIGGS AVE
MARIPOSA, CALIFORNIA 95338

Signature and Title of Renter
15. RENTER will not be allowed to open until all the preliminary requirements herein set forth have been complied with.

16. RENTER will conduct his business in a quiet and orderly manner, will deposit all rubbish, garbage, tin cans, paper, etc. in receptacles provided by the Association for such purpose.

17. ALL buildings, tents, or enclosures erected under the terms of this agreement shall have prior approval of Association and the local fire suppression authorities. If specified by Association 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 event.

18. RENTER will furnish if specified by Association a list of all sales prices and other charges of any kind whatsoever to be charged by RENTER in said area, if any.

19. RENTER must furnish receipts for license fees, tax deposits, insurance, etc. as requested by Association prior to event.

20. RENTER will conduct the privileges granted in this agreement according to all the rules and requirements of the State Department of Health Services and local health authorities and will not engage in any other business whatsoever upon or within said premises except that which is herein expressly stipulated and contracted for in this agreement.

21. RENTER will cause to be posted in a conspicuous manner at the front entrance to the facilities used a sign showing the prices to be charged for all articles offered for sale to the public under this agreement. The size, manner and placing of said sign to be approved by Association.

22. Association will furnish necessary janitorial services for all aisles, streets, roads and areas, used by the public but RENTER must, at his own expense, keep the facilities used properly arranged and clean. Receptacles will be provided at various locations to receive trash, and such trash must not be swept into the aisles or streets or any other public place.

23. All sound producing devices used by RENTER within or outside his space must be of such nature and must be so operated as not to cause annoyance or inconvenience to his patrons or to others. 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.

24. RENTER agrees that there will be no games, gambling or any other activities within the confines 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, and 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 local law enforcement officials.

25. Any activities or item(s) deemed objectionable or harmful by Association are prohibited.

26. RENTER is entirely responsible for the facilities allotted to RENTER and agrees to reimburse Association for any damage caused in conjunction with said facilities with the exception of reasonable wear and tear and damage beyond the control of RENTER.

27. Association shall not be responsible for loss or damage to the property of RENTER.

28. 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 said premises as herein provided, unless permission in writing is first obtained, Association may and is hereby authorized and make 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.

29. RENTER will not be permitted to sell or dispose of alcoholic beverages anywhere on the Fairgrounds as defined in the Alcoholic Beverage Code Act except in authorized areas. Even such limited sales are not to be made unless RENTER is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises, which is posted in a conspicuous place. Application forms for special liquor licenses obtained from the Department of Alcoholic Beverages are available from the Association office.

30. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, etc. must be strictly observed.

31. Failure of Association in insist on 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.

32. 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 prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this agreement.

33. No stickers of any kind may be sold or given away on the Fairgrounds at any time.
INSURANCE STATEMENT

The contractor/renter shall provide a signed original evidence of authorized insurance for the term of the agreement protecting legal liability of the State of California, District Agricultural Associations, County Fairs, or Citrus Fairs, their officers, agents, servants, and employees, from occurrences as to commercial general liability insurance (and automobile liability insurance, if applicable) which are limited to the operations of the contractor. This may be provided by:

I. Insurance Certificate: The contractor/renter providing the District with a signed original certificate of insurance (the ACORD Form is acceptable), lawfully transacted, which sets forth the following:
   a. List of the Insured: "That the State of California, the District Agricultural Association, County or Citrus Fairs, their agents, officers, servants, and employees are made additional insured, but only as far as the operations under this contract are concerned."
   b. Event Dates: The dates of inception and expiration of the insurance. For individual events, please list the specific dates on the insurance certificate. Be sure to include set-up and tear down dates.
   c. Coverage: The amount of commercial general liability (and automobile liability, if applicable) coverage of not less than $1,000,000.00 per occurrence for contracts deemed hazardous by the State of California. $2,000,000.00 for amusement device (including carnival, bungee cord jumping, Orbitron and simulators) contracts; $500,000.00 for other contracts for which liability insurance (and liquor liability, if applicable) is required.
   d. Cancellation Notice: A statement by the insurance company that it will not cancel said policy or policies without giving 30 Days prior written notice to the named certificate holder.
   e. Certificate Holder:
      - For Individual Events Only-List District along with an address as the certificate holder.
      - For Master Insurance Certificates only-List the Division of Fairs & Expositions, 1010 Hurley Way, Suite 200, Sacramento, California 95825, Contracts Office.
   f. Company: The company providing coverage must be acceptable to the California Department of Insurance.

II. Special Events Liability Insurance—The contractor/renter purchasing special events liability insurance through the Fairgrounds, when applicable.

III. Master Certificates—A master certificate of insurance which the contractor/renter has submitted to the State of California, Division of Fairs and Expositions, and which has been approved and is on file at the Division.

IV. Self-Insurance—In lieu of maintaining the insurance above, contractor/renter may be self-insured and will provide evidence of self-insurance upon request.

The contractor/renter agrees that the commercial general liability (and automobile, if applicable) insurance herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the District at least consistent with the provision of Item d., 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 the State of California, Department of General Services, and contractor agrees that no work of 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 that District may, in addition to any other remedies it may have, terminate this contract upon the occurrence of such event.

Participant Waivers — For hazardous participant events, the contractor/renter agrees to obtain a properly executed Release and Waiver of Liability Agreement (CFSA Form "Release. Lib.") from each participant prior to his/her participation in the event(s) sponsored by contractor/renter. "Hazardous participant events include: but are not limited to all athletic team events; all equestrian related events; race car, motorcycle or demolition derby type events; and stunt bike, skateboard, or roller blade events. Contact California Fairs Service Authority at (916) 921-2213 for further information.

FE-13 (Rev. 10/95)