

Guidelines for Licensing Fairground Facilities



- 1. STATEMENT OF POLICIES AND PROCEDURES:** The following GUIDELINES are to inform you of our policies and procedures. Your signature indicates your acceptance of these GUIDELINES. These GUIDELINES are fully incorporated in the LICENSE AGREEMENT. No event may occur on the Alameda County Fairgrounds unless these GUIDELINES are accepted and abided by.

ASSOCIATION reserves the right to accept or deny license of the Fairgrounds when, in the opinion of management, such events may conflict with similar events already scheduled or are not in the best interests of ASSOCIATION, the County of Alameda or the general public.

- 2. RESERVATION OF FACILITIES:** A Security Deposit must be submitted to hold requested date(s), pending license formation. An event space is not guaranteed until a LICENSE AGREEMENT is signed by ASSOCIATION. Licensed Facilities are limited to the space(s), date(s), time(s) and purpose stated in the LICENSE. Changes to the use of the Licensed Facilities or any additions, deletions or changes to the LICENSE must be approved in writing by ASSOCIATION prior to the event.

Tentative reservations for future dates are permitted to LICENSEES who have held previous events at the Fairgrounds pursuant to ASSOCIATION's booking matrix. Tentative reservations are not confirmed and may be altered or cancelled by ASSOCIATION. Tentative holds may be put in place for a maximum of fourteen (14) days. If LICENSEE is not ready to go to contract at the end of the fourteen (14) day hold, the date(s) and space(s) will be released. If another party requests the same dates and location as the tentative hold, LICENSEE will be given a first right of refusal. At that time LICENSEE must submit a signed contract and deposit within two (2) business days, otherwise ASSOCIATION will release the hold and move forward with the other party's reservation. ASSOCIATION does not guarantee multi-year bookings for any event.

- 3. CANCELLATION POLICY:** If an event is cancelled by LICENSEE after the signing of the LICENSE by ASSOCIATION, ASSOCIATION has the right to retain the full portion of the Security Deposit paid. If an event is cancelled by LICENSEE three (3) months in advance or less, the following cancellation fees shall be paid to ASSOCIATION in addition to the Security Deposit:

90-75 days prior to event date:	25% of License Fees
74-61 days prior to event date:	45% of License Fees
60-45 days prior to event date:	65% of License Fees
44-31 days prior to event date:	85% of License Fees
30 days or less to event date:	100% of License Fees and additional charges

- 4. HOURS OF USE:** Licensed Facilities are subject to noise and activity restrictions. Timeframes listed in the LICENSE shall take precedence. If LICENSEE requires access prior to 8:00AM or after 10:00PM, such usage must be approved by ASSOCIATION, in writing, prior to the start of the event and additional fees may apply. Any hours of usage before 8:00 A.M. or after 5:00 P.M. will require a staff person at the current per hour rate. The staff person will unlock the buildings for authorized personnel at the designated start time. If LICENSEE continues past the

allotted timeframe without approval, LICENSEE shall be liable for additional fees, labor charges, and fines, as determined by ASSOCIATION.

Private social gatherings are restricted to a duration of six (6) hours maximum. Events include weddings, birthdays, reunions, anniversaries, memorials, picnics, corporate events, etc.

- 5. FOOD, BEVERAGE, AND ALCOHOL:** ASSOCIATION's contracted on-site food and beverage company, shall retain the right to provide all concession, catering and alcohol services for events. ASSOCIATION reserves the right to specify the locations where food, beverages and alcohol are to be provided and/or sold. Permanent kitchens and/or food concession locations may not be blocked or access restricted by LICENSEE and/or their agents. **If you are planning to have your event catered or have alcohol at your event, you must use the on-site food and beverage company.** Please contact them at (925) 426-7630 to make arrangements.

Any violation of this policy could result in adverse action up to, and including, forfeiture of the Security Deposit, monetary fines per violation, criminal prosecution and/or termination of event. **It is PROHIBITED to bring in your own catering, concessions, or alcohol services or to have your guests bring in their own catering, concessions, or alcohol.** ASSOCIATION has an exclusive beverage contract with PepsiCo for all non-alcoholic beverages. Only PepsiCo products may be served and/or sold on grounds.

- 6. ADMISSION:** If LICENSEE is accepting cash payment for an admission ticket at entry gate(s), LICENSEE must also accept credit cards or debit cards if a guest doesn't have cash upon arrival. LICENSEE does hereby agree to provide ASSOCIATION with thirty (30) complimentary show tickets. ASSOCIATION provides credentials to officers and employees of ASSOCIATION for all commercial events on the Fairgrounds. LICENSEE does hereby agree to honor Alameda County Agricultural Fair Association credentials.
- 7. CLEANLINESS:** LICENSEE shall conduct their business in a quiet and orderly manner; shall deposit all rubbish, slop, garbage, tin cans, paper; etc. in receptacles provided by ASSOCIATION and shall keep the area within and surrounding the Licensed Facilities from all rubbish and debris. LICENSEE agrees to maintain the Licensed Facilities in good condition and to return these premises in the same condition as they were before use or access by LICENSEE, except only for ordinary wear and tear. Any areas not returned in the same condition as provided may be subject to maintenance, cleaning, and damage fees.
- 8. CUSTODIAL SERVICE:** ASSOCIATION reserves the right to determine the necessary minimum custodial services based upon the nature of the event and anticipated attendance. The rates of ASSOCIATION'S custodial service, are subject to change without any prior notice to LICENSEE. ASSOCIATION reserves the right to charge LICENSEE applicable rates at the time of LICENSEE's event.
- 9. DAMAGES TO FAIRGROUND FACILITIES:** It is the responsibility of LICENSEE to return the Licensed Facilities in the condition they were received. Any damages caused by LICENSEE's use of the Fairgrounds will be charged to LICENSEE at the applicable rates for labor and materials.
- 10. DELIVERIES:** Deliveries will be accepted by ASSOCIATION only during LICENSEE's contracted license period. Any exceptions **must** be approved by ASSOCIATION prior to delivery and may result in storage fees. All event deliveries must be marked clearly with the event name, vendor contact, and building location.

Any freight/packages to be shipped after the event ends must be arranged in advance. All Bills of Lading must be filled out properly. Any items left following an event, will be charged to LICENSEE at \$100 per item per day in addition to discretionary building license fees for failure to move out. ASSOCIATION will not be responsible for anything left in unattended buildings.

- 11. EVENT LAYOUTS:** LICENSEE must provide a sketch or diagram for the Licensed Facilities at least thirty (30) days prior to the event, to be approved by ASSOCIATION. ASSOCIATION approval may include adjustments to the layout to pertaining to the safety of all guests, vendors, and staff. ASSOCIATION may assist LICENSEE with creating the sketch or diagram, but is not required to do so. Depending on the type of event, the City Fire Marshall may need to approve the layout. A list of vendor names and locations is required two (2) weeks prior to event. Any changes or alterations to the layout MUST be submitted no later than ten (10) business days prior to the first setup day of the event. Any changes or alterations thereafter may result in additional charges, must be signed or otherwise approved by both parties prior to setup and ASSOCIATION cannot guarantee completion. If LICENSEE fails to provide a layout within the specified timeframe, LICENSEE's event may be subject to fines and/or cancellation of event.
- 12. HAZARDOUS MATERIALS:** All hazardous materials with potential for explosion, fire, major property damage, physical injury or accident are expressly prohibited on the fairgrounds. These materials include, but are not limited to, explosives, firearms, radioactive materials, or dangerous chemicals. If hazardous materials are utilized in the LICENSE, LICENSEE **must** obtain clearance from the local Fire Marshall and comply will all written procedures for the safe handling of such materials.
- Vehicles are not permitted inside of buildings without express approval of ASSOCIATION and require strict compliance to additional rules and regulations. Bounce houses are not permitted inside of buildings under any condition.
- Washing of any vehicles or items is limited and with ASSOCIATION approval only. Dumping liquids of any kind into storm drains is strictly prohibited.
- 13. INSPECTION:** ASSOCIATION shall have the right to audit and monitor any and all sales on the premises. ASSOCIATION shall have the right to enter and inspect the Licensed Facilities at any and all times.
- 14. LEFT PROPERTY:** ASSOCIATION is not responsible for any property left on the Fairgrounds by LICENSEE, LICENSEE's vendors and/or exhibitors, LICENSEE's guests or the general public. If property is left or not removed by LICENSEE immediately after the end of the LICENSE, ASSOCIATION is hereby authorized and made the agent of LICENSEE to remove and store any and all property and LICENSEE shall reimburse ASSOCIATION for any and all costs or expenses incurred in so doing, including but not limited to reasonable attorney fees. If LICENSEE fails to remove the property or arrange a timely removal within two (2) weeks following the move out date of the event, any and all left property shall be deemed the sole and exclusive property of ASSOCIATION and ASSOCIATION may use, sell, or destroy such items as ASSOCIATION deems appropriate.
- 15. MARKING OF BUILDINGS AND AREAS:** Tape, stapling, nails, tacks, or other screws cannot be used on the floors, walls, doors, buildings, asphalt, fencing or trees of any Association property at any time. Use of spray paint of any type on any area is strictly prohibited.
- 16. MOTORIZED BIKES AND GOLF CARTS:** Motor-driven vehicles (i.e. mopeds, ATV's, etc.) or bicycles are not permitted on the Fairgrounds. Golf carts are permitted to be driven only between the Licensed Facilities and the Administration Office and only by licensed drivers.
- 17. NO SMOKING POLICY:** The Alameda County Fairgrounds is a NON-SMOKING facility. Designated smoking areas may be made available for your event, upon request. All designated smoking areas are located under yellow tents. The specific locations of the designated smoking tents will be determined by ASSOCIATION.
- 18. NOT PERMITTED:** Dogs, bicycles, skateboards, roller blades, scooters, knives and weapons (all firearms) are prohibited on the Fairgrounds. Dogs are only allowed if they are "Assistance Dogs" or participants in an organized,

sanctioned dog event. Cans and glass bottles are prohibited. Any operation or use of unmanned aircraft systems (drones), remote or radio controlled model aircraft in any size, shape, or form, or any other similar type devices is prohibited on the premises of the Alameda County Fairgrounds or within the Alameda County Fairgrounds air rights, without prior written approval.

- 19. OVERNIGHT CAMPING/RVS:** ASSOCIATION reserves the right to charge for overnight camping. Overnight camping fees are set at the discretion of ASSOCIATION and can be changed with a thirty (30) day notice to LICENSEE.

RV parking is available in designated areas only. Charges apply for electrical service provided to RVs. All RVs must be self-contained. RV fees are assessed for any RV parked overnight.

- 20. PARKING:** A limited number of parking credentials will be provided with the LICENSE. Vehicles parked on grounds without credentials thirty (30) minutes prior to the event time will be subject to tow at the owner's expense. If flat rate parking is included in this LICENSE, reselling of said parking on-site is prohibited. ASSOCIATION reserves the right to charge for parking. Parking fees are set at the discretion of ASSOCIATION and can be changed with a thirty (30) day notice to LICENSEE.

For Commercial Events, all vendors and event staff will enter through a pre-determined gate on both set-up and event days. The general public will enter through Gate #8 or #12 on Valley Avenue. For Private Events, parking will be at designated lots only. LICENSEE will be responsible for directing guests to designated parking areas.

Vehicles are prohibited from parking in fire lanes and driving on walkways not designated for vehicular traffic. All roadways must remain open at all times.

- 21. RELOCATION:** ASSOCIATION, in its sole discretion, may change the location of any event to best utilize the Fairgrounds. ASSOCIATION shall have the right, at any and all times, to change the License Facilities specified in the LICENSE to an adequately comparable alternative (1) if the License Facilities are deemed, at the discretion of ASSOCIATION, unsuitable, unusable or uninhabitable for LICENSEE's stated Purpose; (2) due to unforeseen construction and/or renovation issues that occur around or on the Fairgrounds, or (3) for the safety of guests and staff. ASSOCIATION will in good faith explore all possible options to lessen the impact to LICENSEE. If the ASSOCIATION is unable to relocate LICENSEE to an adequately comparable alternative, ASSOCIATION may cancel LICENSEE's event, and LICENSEE's Security Deposit and any and all fees paid by LICENSEE for estimated equipment and labor charges shall be returned to LICENSEE in full within thirty (30) days.

- 22. REQUIRED PERMITS & BUSINESS LICENSE:** Event permits are obtained through the Alameda County Fire Department. Tent permits are also obtained through the Alameda County Fire Department and are required for any tent or group of tents that are 400 square feet or larger. Applications can be obtained by calling (510) 670-5853. All Commercial Events must obtain a Business License from the City of Pleasanton, contact (925) 931-5440 for this license. LICENSEE is responsible to obtain Health Permits **prior** to their event for any approved food distribution or sampling. The Health Department phone number is (510) 567-6748.

- 23. RESTROOM ATTENDANTS:** Restroom attendants (minimum one female and one male) may be required during event hours for the upkeep of the restrooms, based on the guest count. LICENSEE will be billed at the applicable per hour rate. The number of restroom attendants required will depend on size of event and number of restrooms opened and will be at the discretion of ASSOCIATION based on similarly sized events.

- 24. TEMPORARY RESTROOMS:** LICENSEE'S providing temporary restrooms to the public must have at minimum one accessible portable restroom per cluster of restrooms, or 5% in each cluster when more than 20 in a cluster are provided.

25. SAFETY AND SECURITY: ASSOCIATION will determine the necessary minimum security levels based upon the nature of the event and anticipated attendance. All security requirements or additional security needs must use ASSOCIATION's security service only. Use of any other security service is not authorized. Scheduling must be done in advance, no later than thirty (30) days prior to event. Security personnel are determined based on the estimated number of guests going to the event, event entrances that will be used, number of metal detectors used, and many other factors. The rates of ASSOCIATION'S security service are subject to change without any prior notice to LICENSEE. ASSOCIATION reserves the right to charge LICENSEE applicable rates at the time of LICENSEE's event.

Law Enforcement agencies, such as Alameda County Sheriff's Office (ACSO) or any other designated law enforcement agency may be required. Staffing levels are at the discretion of ACSO and/or ASSOCIATION. ASSOCIATION reserves the right to charge LICENSEE Law Enforcement agency's applicable rates at the time of LICENSEE's event.

Emergency medical services may be required, such as Paramedic or EMT services, including transport capability. Staffing levels are at the discretion of ASSOCIATION. ASSOCIATION reserves the right to charge LICENSEE emergency medical services' applicable rates at the time of LICENSEE's event.

LICENSEE's holding events at the Fairgrounds will also be required to comply with the following:

Security rovers are required during all events on property and act as a visible deterrent against improper/disruptive conduct from anyone in or around the event. Their role is to observe and report any wrongdoing or suspicious behavior. Overnight rovers are recommended to monitor property of LICENSEE and/or vendors, after the operation hours of events with multiple days, and during the setup or break down of events.

Metal detectors and guest security searches are required for all public events. After LICENSEE selects the entrances for their event; ASSOCIATION will offer ONLY two security checkpoint entrance plans for use of metal detectors and/or wand security personnel needs.

Prohibited items include: Weapons of any kind including guns, knives, bats, clubs, or any item or sharp object that could be considered or used as a weapon, illegal drugs, narcotics, alcoholic beverages, marijuana or cannabis products of any kind, mace or Pepper Spray, hard shell coolers, ice chests (made of plastic, metal, etc.), cans, glass, flasks, thermoses or any hard-sided containers, tents, tables, large shade umbrellas (small umbrellas or parasols are fine), cooking equipment of any kind, charcoal or flammable liquids, loose food or food contained in large, catering-style pans, trays, bowls, etc., animals (registered service dogs only), scooters, bicycles, skateboards, roller skates, drones, any item deemed by management to be dangerous, inappropriate or disruptive to other guests.

Permissible items per person include: Pre-prepared or packaged food items (sandwiches, salads, etc. (must be contained in a soft insulated or similar-type bag), one soft-sided insulated bag or cooler (16"x16"x8" or smaller only), one diaper bag, one folding chair, one blanket. Cigarette smoking or vaping is permitted in designated areas only (yellow smoking tents).

26. SET-UP/CLEAN-UP: LICENSEE is responsible for setup and clean-up of their event. LICENSEE will be charged for any set-up or clean up done by ASSOCIATION personnel at the current per hour rate. Any clean up done by ASSOCIATION after final move-out will be billed to LICENSEE.

27. SIGNS & BANNERS: Placement of signs/banners on the Fairgrounds may be put up only on the event day(s), and only at locations approved by ASSOCIATION prior to the event. **All Event Sponsor signs must be placed inside of the event and cannot be visible from the street, unless approved in writing by ASSOCIATION.**

Any sign/banner hung, placed, or removed by ASSOCIATION will be charged at the applicable rate for labor and/or equipment. All signs/banners must be removed immediately following the event or LICENSEE will be subject to a \$50 fine per sign. ASSOCIATION reserves the right to remove any signage or marketing material that is deemed inappropriate by ASSOCIATION. LICENSEE is prohibited from placing advertising materials on vehicles parked on the Fairgrounds.

Note: The City of Pleasanton does not allow signs to be placed on any street, which includes placement on existing signs, trees, medians or curbs. LICENSEE may be subject to a substantial fine by the City if found in violation.

28. SOUND EQUIPMENT: ASSOCIATION must approve all sound and P.A. devices, as well as location, in writing, not less than fourteen (14) days prior to any event. Amplified sound systems may not exceed local or county noise ordinances. Noise standards will be measured at Business Property Line by ASSOCIATION staff. After the first warning by ASSOCIATION that noise levels have exceeded sound limits, LICENSEE may be subject to a minimum fine of \$1,000 per warning thereafter. If LICENSEE continues to ignore warnings of ASSOCIATION, it may result in immediate termination of event. Amplified sound is permissible until 9:00PM most days in outdoor spaces and 10:30PM most days inside of buildings.

NOISE STANDARDS

Measured at Business Property Line

≤ 74 dBA 8:00 am – 9:00 pm, all days

≤ 70 dBA 8:00 pm – 9:00 pm, all days

29. TEMPORARY PHONE SERVICE: If temporary phone service is request, it must be arranged by LICENSEE through AT&T Temporary Services directly. The number is (800) 339-3204.

30. TENTING: ASSOCIATION must approve all tent locations before tents are erected. An additional Security Deposit may be required to cover the cost of restoring the tent area to its previous condition. LICENSEE will be required to pay for any and all repairs to restore the tented area and such damages may be deducted from the Security Deposit. Any tents or group of tents that are 400 square feet or larger must be permitted in advance by the Alameda County Fire Marshall. Contact them directly at (510) 618-3490. All tents are required to have fire extinguishers inside. Tent stakes are not permitted; all tents must be secured using weights. Tents and canopies are prohibited inside of **any** building.

31. EMERGENCY CONTACT: In the event of an urgent issue and/or emergency on the Fairgrounds, please contact (925) 931-5100 (Pleasanton Police Department) and report the issue unless otherwise instructed by ASSOCIATION. For situations that do not require law enforcement or medical attention, please contact the Fairgrounds 24 hour security service at: (925) 931-5100 (Stable Gate Security Guard).

32. EMERGENCY PROCEDURE: ASSOCIATION requires that all Commercial Event LICENSEES and their agents work with ASSOCIATION to establish a plan to handle emergencies such as accidents, injuries or illnesses during their event.

33. LOST CHILD PROCEDURE: ASSOCIATION requires that all Commercial Events have a plan in place to handle lost or missing children during an event. If LICENSEE does not have a plan, ASSOCIATION will work with LICENSEE to develop a plan.

GUIDELINES ACCEPTANCE

LICENSE BOOKINGS ARE RESERVED ONLY UPON RECEIPT OF THE SIGNED LICENSE AGREEMENT, SIGNED GUIDELINES AND LICENSE SECURITY DEPOSIT.

I warrant that I am a duly Authorized Representative of LICENSEE and have full, complete and absolute authority to bind LICENSEE. I have read the contents of the Use Guidelines for Licensing Fairgrounds Facilities and agree to abide by these policies and guidelines. I understand that the penalty for non-compliance of these policies and procedures could result in forfeiture of the Security Deposit, cancellation of the event and/or additional fines depending on the severity of the non-compliance.

Authorized Signature:

Print Name:

Date: