

# CHRISTMAS IN NOVEMBER

## GENERAL RULES, REGULATIONS & INFORMATION

**SPACE RENTAL POLICY:** It shall be the policy and practice of the Board of Directors of the 13<sup>th</sup> District Agricultural Association (Yuba-Sutter Fair) to establish and revise from time to time, fees or rates to be charged for utilizing exhibit space during the annual Yuba-Sutter Fair 'Christmas in November'.

The Management of the Yuba-Sutter Fair reserves the right to amend, add to, and interpret the following regulations and to settle all questions and differences with respect thereto, arising out of, connected with or incident to the Fair. Every effort will be made to notify Exhibitor of changes as they are made.

It is the exhibitor's responsibility to be knowledgeable of the regulations listed in the manual. It is also important that all of your employees/representatives working in your stand/booth be aware of these rules.

Pets and alcoholic beverages are prohibited on the grounds.

Every individual or company doing business on the Fairgrounds during the Yuba-Sutter Fair 'Christmas in November' need to be approved by the Fair Management.

The Fair Management will use every precaution to guard against extortion in any form practiced upon patrons of 'Christmas in November.' A violation of this rule will cause forfeiture of the contract money paid, and/or expulsion from the grounds, as the Manager may direct.

When practical, first choice location will be provided to satisfactory concessionaire and exhibitors from past 'Christmas in November'. Exhibitors will be chosen in a manner, which the management considers conducive to a successful event for exhibitors and patrons. Previous exhibitors may request a new location but there is no guarantee that the requested space will be available. The Fair may feel it necessary in some instances to change an exhibitor's space from a previous year, in the best interest of 'Christmas in November'.

Exhibitor accepts their space, as it exists. Should exhibitor view an area and feel it is unsafe, it should be reported to Fair Management immediately.

Concessionaire/Exhibitor agrees to return said premises and the area to which it has access in the same condition as the premises were before the use of the same was permitted hereunder. Ordinary wear and tear damage by the elements, acts of God or casualties beyond the control of the exhibitor accepted. Exhibitor agrees to pay costs of repair or replacement for any and all damages whatever origin or nature which may have occurred during the term of this agreement in order to return the contracted space/area to a condition equal to that at the time agreement went into effect. Charges for any damages will be based upon reimbursement of the Fair' cost of labor and materials.

**COMMERCIAL/CONCESSION SPACE RENTAL RATES:** Payment of \$85.00 for a 10' x 10' spot. If you require a larger spot please call the Fair Administration Office.

Any money accepted for rental, electrical etc., after October 15<sup>th</sup>, must be in the form of a cashier's check, money order, credit card or cash. NO CHECKS ACCEPTED AFTER October 15<sup>th</sup>.

See 'Insurance Requirements' for insurance payment information.

**BOOTH LIMITATIONS:** Booths are approximately 10' x 10'. Fair Management reserves the right to alter the size of a space when required. No space will be less than 10' x 10'. No portion of any exhibit may obstruct aisles, exits, or service areas nor interfere with the view of neighboring exhibits by Fair patrons as they pass the aisles. No painting of floor. Booth backdrops and/or space dividers must be approved by the Fair Management.

**BOOTH MATERIALS:** All decorations MUST BE FLAMEPROOF or meet State Fire Marshall Requirements. No material shall be attached in such a way as to allow possible damage or injury to persons or property. For details, refer to Fire Safety Regulation section.

**CALIFORNIA STATE SALES TAX PERMIT:** Anyone who will be selling or taking orders for merchandise must obtain a California State Sales Tax Permit number. This number must be listed on all applications submitted. If you do not have a sales tax permit you may go to the California State Board of Equalization website and apply for one. For further information, contact the State Board of Equalization in Sacramento at (916) 227-6700.

**CANCELLATION/REFUND:** No refunds will be made.

**CLEANLINESS:** All participants are responsible for their immediate areas and insuring that their contracted space is kept clean, with no accumulation of trash, paper or other combustible material. Do not throw or sweep rubbish into the aisles. Trash containers are provided for this purpose in or near all exhibit areas and buildings. Those demonstrations that require food and vegetable must provide their own clearly marked garbage cans. These must be large enough to handle a full day's operation. All cans must be emptied each night for early morning pickup.

All grease **MUST** be placed in sealed 5-gallon containers. Refer to Grease Removal section.

All condiment tables **MUST** be kept neat and clean at all times. Condiments **CANNOT** be placed on folding tables.

When event is over it is expected that your vacated space(s) will be left clean and free of debris.

**CLOSING NIGHT:** The official closing of the Yuba-Sutter Fair 'Christmas in November' is 3:00 PM on Sunday, November 12, 2017. To minimize confusion and closing problems, the Fair has established the following rules, which you must adhere to:

- a. All exhibits must remain open until 4:00 PM Saturday and 3:00 PM Sunday.
- b. The take down will be from 3:00 PM to 6:00 PM Sunday.
- c. Everything must be removed from the fairgrounds by Sunday.

**CONTROL OF DISTRIBUTION:** Free distribution or sales of edibles, novelties, or other objects is subject to approval by the Fair and other applicable agencies.

**DELIVERIES:** All deliveries except by handcart must be scheduled between 8:00 AM and 9:00 AM. **NO VEHICLES ALLOWED ON THE GROUNDS.** Do not park in front of building doorways or vehicle traffic lanes. Unload quickly and get vehicles off the grounds as soon as possible. Please do not take advantage of this courtesy.

**DEMONSTRATION & PITCH:** The use of sound systems or equipment producing sound is a privilege, not a right. Fair Management reserves the right to determine at what point sound constitutes interference with others and must be adjusted, discontinued, or eliminated.

A demonstration must be organized within the exhibitor's space so as not to interfere with any traffic aisle. Should spectators or samplers interfere with the normal traffic flow in the aisles or overflow into neighboring exhibits, Fair Management will have no alternative but to request that the presentation or sampling be eliminated.

Demonstrations are limited to and subject to approval and regulation of Management.

**DOGS/PETS:** Animals are not permitted on the grounds unless they are part of an authorized show or exhibit. Service dogs are the only exception.

**DRAWINGS AND PRIZES:** Exhibitors who hold drawings or have prize promotions must fill out an application and have the approval from Fair Management and furnish the Fair with a complete list of winners, including names and addresses within two (2) weeks after the close of the event. All drawings must be clearly posted. (Application is attached to this manual in the back)

**EMERGENCY PROCEDURES:** In order to be prepared for any type of emergency or disaster, please review the following with all employees and representatives.

1. KNOW locations of Fire Fighting Equipment and telephones in your particular area.
2. If calling for help, have someone meet the arriving emergency unit and direct them to the scene.
3. REMAIN CALM. Try to prevent people from running, as that will cause others to panic and run also.
4. If necessary, in the interest of safety, evacuate the building or area in which a hazard exists.
5. Cooperate at all times with emergency personnel or Fair Staff.
6. If the media contacts you, **DO NOT DISCUSS THE INCIDENT.** Refer any questions to the Fair Management.

**EXPENSES:** The exhibitor is responsible for any and all additional expenses in connection with the decoration, equipment or occupancy of the space as stated in the contract. The concessionaire/exhibitor is responsible for any expenses incurred for service people they hire which pertain to their display. It will be the exhibitor's responsibility to make arrangements for rental items to be returned.

**FEES:** Fees must be submitted to the Fair Administration Office prior to the 'Christmas in November'. Should exhibitor fail to submit the required payments, as stated herein, Fair Management reserves the right to cancel contract without further notice.

Signed contract and required fee must be received on or before October 1<sup>st</sup> or 14 days after date of contract whichever is earlier.

Only those exhibitors renting space may sell their products.

**FIRE SAFETY REGULATIONS:** All fire regulations as prescribed by the State Fire Marshall must be strictly observed. The following rules must be met and hazards corrected before opening to the public. The Fire Marshall will make a detailed inspection prior to the event.

Special Permits: The State Fire Marshall shall be advised of any of the following circumstances at least 15 days prior to opening of the event.

1. Use of tents or other similar fabric enclosures or overhead cover by ten (10) or more persons for any purpose.
2. Demonstration or operations of any heat producing device or sources of ignition, including but not limited to heaters, stoves, barbecues, lanterns, internal combustion engines, candles, torches, or any other open flame device.
3. 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 not more than ¼ full and provided with locked caps, or sealed in a manner approved by the State Fire Marshall. Wheel locks may be required.

**EXITING:** Exits, aisles, ramps, corridors and passages shall not be blocked or obstructed in any manner. by ticket offices, turnstiles, exhibits, chairs, equipment, or anything whatsoever, no shall they be blocked by any persons.

**DECORATING MATERIAL:** All decorative material, including but not limited to drapes, hangings, curtains, and table cover with overhangs, shall be made either from non-flammable material, or be rendered and maintained in a flame retardant condition by means of a solution and process approved by the State Fire Marshall.

Copies of the State Fire Marshall approved certificates of flame resistance covering all treated materials shall be made available at the exhibit site.

Exits, exit lights, fire alarm and sending stations, wet standpipe hose racks, and fire extinguisher locations shall not be concealed by any decorative material.

**HOUSEKEEPING:** Every building, tent, enclosure, exhibit space, and concession stand therein, shall be maintained in neat orderly manner, free from any condition which would add to or contribute to the rapid spread of fire.

All combustible waste material and rubbish within the concession or exhibit space shall be stored in approved containers. All such waste containers shall be emptied at the close of each day into approved containers outside the exhibit area.

Waste material and rubbish containers located outside of the concession of exhibit space shall not block exit passageways, fire department access roads, nor shall they be located where an external fire hazard to any building or structure is created.

**FLOOR MOLDING:** All hoses or cords in any area open to foot traffic must be covered with rubber floor moldings. If it is necessary for the Fair to cover exposed hoses and cords that are trip-and-fall hazards, the concessionaire/exhibitor will be billed for time and material.

**GENERAL COMPLIANCES:** Exhibitor agrees to comply with all applicable Governmental Agencies' ordinances and statues, and to assume full responsibility for payment of all sales, use, and possessory interest taxes, assessments, and/or fees occasioned by the concessionaires/exhibitors use of premises.

**GREASE REMOVAL: UNDER NO CIRCUMSTANCES** is grease or any sold waste material to be poured into rubbish barrels, dumpsters, or drains. Violations are subject to a citation and fine.

**GUM:** No gum will be sold anywhere on the grounds.

**HEALTH REQUIREMENTS:** All exhibitors must conform to all rules issued by the Sutter County Health Department and the State of California. Food sampling is permitted only after obtaining permission from Fair Management and the Health Department.

**INSURANCE:** A Certificate of Insurance for \$1,000,000.00 in General Liability is included with each contract.

**LOST AND FOUND:** When items are found, they should be taken to the Fair Office immediately.

**LOST CHILDREN:** No paging for lost children is done on the Fairgrounds. Lost children should be taken to the Fair Office immediately.

**MICROWAVE OVENS:** If microwave ovens are used, a sign stating this must be posted in the front of the concession stand.

**NEWSPAPER ADS:** Any and all advertising that refers to the Fair must be submitted to Fair Management for approval prior to publications.

**PARTICIPANT PARKING:** There is no overnight parking on the Fairgrounds without prior approval from Fair Management.

**PAYMENT TO FAIR:** Payment is due with the signed contract.

**PRODUCT INFORMATION:** It is to be expressly understood that concessionaires and exhibitors are prohibited from selling any articles or products, or rendering services except those listed in their contract.

If said concessionaire/exhibitor shall make false representation as to products, articles, or services to be sold or offered. Fair Management reserves the right to terminate this agreement immediately and without advance notice to concessionaire/exhibitor.

**PRODUCTS SOLD:** Any product the Yuba-Sutter Fair Management deems bordering on pornography (i.e. sexually explicit or a suggestive nature), or to be drug oriented, must be immediately removed from the concession/exhibit space. It will be the decision of Fair Management as to what constitutes a producer or exhibit bordering on pornography, drug orientation, or bad taste.

The Fair reserves the right to require removal of any objects which are, in the opinion of its management, concessionaires, exhibitors or patrons, found to be offensive, hazardous or to adversely affect the Fair's image.

**PROTECTION FROM THEFT:** There is no Security Service on the Fairgrounds. Plan to lock up any valuables or items, which may be carried away by hand. Also, small items should place to the rear of the booth or under counters each night.

It is suggested that participants obtain a temporary insurance policy to cover their displays for the Fair period as added protection against possible losses. Fair Management will not be responsible for lost, damaged, or stolen merchandise.

**RELOCATING PARTICIPANTS:** Fair Management has the right and authority to arrange spaces or move participants to another location.

**SAFETY PRECAUTIONS:** All product demonstrations involving any moving and potentially hazardous machines, displays or parts, must have hazard barriers to prevent accidental injury to spectators. Demonstrations must always be supervised by exhibitor personnel who can stop the demonstration in the event of an emergency and all demonstration involving potentially hazardous by-products, such as dust, fumes, sparks or flames, must be approved in writing by Fair Management 60 days prior to opening day of the event.

**SIGNS:** Exhibitors are responsible for their own booth identification. Signs must be professionally made and placed in a prominent position in the booth. Felt pen, stencil signs, and handwritten signs are not acceptable.

Where price signs are utilized, signs must be small, neat, and inoffensive, and the Manager shall have the right to require an exhibitor to remove any price sign which he or she considers undesirable. The judgment and decision of

the Manager is indisputable and final. Under no circumstances will any person or firm be allowed to place any sign or advertising matter upon building, tress, or any pace on the Fairgrounds without Fair Management approval.

No signs outside the grounds are permitted. Paper or cardboard signs, stickers and decals adhered to, hung around or on any sign, door or window anywhere else on the Fairgrounds or signage purporting to identify any other business, manufactures, product concessions or exhibit in any other location is prohibited.

**SMOKING:** Smoking is forbidden in all concession and exhibit spaces.

**SOLICITATION:** The 13<sup>th</sup> DAA has restricted access to the fairgrounds. Exhibitors, employees and their representatives shall operate strictly within the limits of their contracted area. No person or persons shall be allowed to solicit or distribute materials in aisles, rove on the Fairgrounds, or in Fair parking lot.

Begging is positively prohibited. No roving vendor or solicitor, acting from a profit, non-profit, religious, or any other organizations, or on its behalf, shall be permitted on the Fairgrounds or in Fair parking lots. No person shall be permitted to distribute advertising matter, handbills, fliers, tokens, or other matter upon the fairgrounds, or in fair parking lots except within the confines of booth or display space leased from the Yuba-Sutter Fair. The tacking or posting of any advertisement, bill sign, banner, or printed matter other than within the contracted space occupied by the exhibitor or concessionaire is strictly prohibited.

All materials to be passed out to or posted within the contracted space must be submitted to the Manager of Yuba-Sutter Fair to review prior to distribution or posting.

**SOUND DEVICES:** Radios, television sets, loud speakers, organs, etc. are subject to the approval of the Management, and such approval will be revoked if conditions are misrepresented or not strictly adhered to.

**SPACE SET-UP POLICY:** All exhibitors may begin setting up, Friday, November 10<sup>th</sup> from 1:00 PM to 8:00 PM. All exhibits must be completed by 9:00 AM, Saturday, November 11<sup>th</sup>. Exhibits must remain in place until 3:00 PM Sunday, November 12<sup>th</sup>.

No work on booths or stands during the hours the event is open to the public is allowed. All boxes, crates, and debris must be removed prior to opening.

It is advisable to wait until opening day before bringing merchandise and small portable articles on the grounds. No guard service will be provided.

Space size set forth in each individual contract. Every effort will be made to allow sufficient space for the necessary activities of the exhibitor. No portion of the equipment may extend beyond the designated rental space.

**STOCK TRUCKS/RV PARKING:** A limited amount of parking is available for R.V.'s and Stock Trailers. RV &/or Stock trailer parking will be \$25.00 per rig per night. A limited amount of R.V. parking will be available; therefore these spaces MUST be pre-arranged and pre-paid for.

**SUB-LEASING:** Exhibitors are strictly prohibited from subleasing, assigning, or apportioning the whole or any part of said rental without written consent of Fair Management.

**SWAP MEET VS. FAIR EXHIBIT:** There is an established and defined difference between a Fair and a swap meet or "flea market". Set-ups or displays that resemble those found at swap meets will not be allowed and will be ordered to conform to Fair standards. No aluminum poles, plain folding tables, etc. The Yuba-Sutter Fair Management reserves the right to determine the appropriateness of a concession, display or exhibit.

**TIP JARS:** There will be **NO** placing of "tip" jars on any stand or the soliciting of "tips" anywhere on the grounds.

**UTILITIES:** Although electricity is provided for you, it may be some distance from your booth. Any special needs must be discussed with Fair Management at least two weeks ahead of time. All electrical installations shall conform to the Electrical Safety Code of the State of California. Yuba-Sutter Fair reserves the right to place any exhibitor on temporarily generated power.

Extension cords used to distribute power to concession stands and exhibit booths electrical apparatus shall be rated 15 amps minimum and contain a ground wire. Cords not meeting these requirements shall be confiscated for the duration of the Fair.

**VIOLATIONS OF RULES AND REGULATIONS: ALL INFRACTIONS OR RULES AND REGULATIONS WILL BE DOCUMENTED.** Any violations will seriously jeopardize consideration for returning. IT IS YOUR RESPONSIBILITY TO FAMILIARIZE YOURSELF AND YOUR EMPLOYEES WITH THE ABOVE RULES AND REGULATIONS. The Fair reserves the right to terminate a contract immediately and without advance notice to concessionaire/exhibitor upon violation of any of the applicable rules and regulations.

**HOTELS:**

Bonanza Inn  
1001 Clark Avenue  
Yuba City, CA 95991  
(530) 674-8824

Comfort Inn  
730 Palora Avenue  
Yuba City, CA 95991  
(530) 743-1531

Comfort Suites  
1034 North Beale Road  
Marysville, CA 95901  
(530) 742-9200

Hampton Inn & Suites  
1375 Sunsweet Blvd.  
Yuba City, CA 95993  
(530) 751-1714

Baymont - Marysville  
1111 North Beale Road  
Marysville, CA 95901  
(530) 742-2700

POST OFFICE:  
761 Plumas St at Colusa Ave.  
Yuba City, CA 95991

FEDERAL EXPRESS:  
Pkg. Pick up 800-238-5355