



June 23-26, 2022

COMMERCIAL VENDOR MANUAL

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**WELCOME
COMMERCIAL VENDORS
to the YUBA-SUTTER FAIR!**

We look forward to fun and successful year working with you and your staff. Listed below is some **IMPORTANT** and **HELPFUL** information regarding this year's fair. Please review this information with all of your staff. This will ensure the success of this year's event. If you have any questions or concerns, please do not hesitate to contact us. The fair office number is 530-674-1280 or you can email info@ysfair.com for more information.

MISSION STATEMENT

To be the hub of our rural, agricultural community showcasing the best of the people we serve and pursuing excellence as we provide for social, educational and historical needs!

FAIR STAFF & CONTACTS

Fair Manager/CEO
Office Staff

Dave Dillabo
Sherrie Skaggs
Lisa Thunen
Randy Garrick
Todd Peters

Maintenance Department

GENERAL FAIR INFORMATION

This section is designed so that you will know what is happening, when and where. Please check the program and the daily schedules for additional information. We hope that you are able to enjoy the fair in its entire capacity.

Fair Dates: June 23 – 26, 2022 (Thursday through Sunday)

Location/Mailing Info: Yuba-Sutter Fairgrounds/13th District Agricultural Association
442 Franklin Avenue, Yuba City, CA 95991

Phone: Phone: 530-674-1280

Website: Website: www.ysfair.com

Office Hours: The office will open from 8:00 am to 6:00 pm during fair week. The office number is 530-674-1280. Should you need to reach someone after those hours please contact Dave Dillabo, Fair Manager, at 541-281-9240.

GUEST SERVICES STANDARDS

All Fair board of directors, employees, exhibitors, concessionaires, contractors, vendors and volunteers are members of our YSF All-Star Service Team. As part of the YSF All-Star Service Team, we strive to create an environment that is welcoming, entertaining, educational and safe. Our guests come first and we show our appreciation by providing courteous service, exceeding their expectations, and acknowledging that without our guests, we would not be here. As a member of the team, we depend on you to help us meet our goal of providing quality service to our guests. Remember to treat guests as you would like to be treated, and that sometimes the smallest gesture of kindness means the most. Should you find a guest that needs assistance please direct them to the fair office or the Information Booth located just inside the main entrance of the fairgrounds.

YOU ARE A MEMBER OF THE YSF ALL STAR SERVICE TEAM!

VENDOR MANUAL DEFINITIONS

As used in this agreement, the following terms shall have the respective meanings indicated:

DAA	13th , Yuba-Sutter Fair, which sets policy for and produces the annual fair
Contract	The Rental Agreement which authorizes vendor to conduct business at the Yuba-Sutter Fair.
Fair	Annual Yuba-Sutter Fair
Fairgrounds	Yuba-Sutter Fairgrounds
Fair Management	The Fair Manager (DAA CEO) or other appointed representative and/or authorized delegate
Vendor	Contractor, as referenced in the Rental Agreement, their officer, agents, employees, volunteers and vendor related invitees

1. PURPOSE AND SCOPE

The purpose of this Vendor Manual is to provide clear understanding of the rules, policies and procedures in regards to concession operations during the annual Yuba-Sutter Fair.

Every Vendor is required to know and abide by these rules and regulations. Every Vendor is responsible for assuring that all vendor members know and abide by these rules and regulations. Additional copies of this manual are available upon request from the Administration Office.

DAA and Fair Management reserve the right to amend, add to and interpret the following rules and regulations and to determine finally all questions and differences with respect to them arising out of, connected with, or incident to the Fair.

2. CONDUCT

Vendors shall operate strictly within the limits of their assigned space, not in the aisles or roadways. Vendors shall ensure that all officers, agents, employees, and vendor-related invitees are clean, orderly and polite in their conduct and speech and that the assigned space is kept clean with no accumulation of trash, paper, or other combustible material.

3. RENTAL AGREEMENTS

A. CONTRACTS - Every Vendor must have a written and signed Rental Agreement with the Vendor's activities. DAA reserves the right to cancel all contracts of any kind should an Act of Providence such as war, riot, fire, flood, storm, or pestilence prevent the holding of the Fair in whole or part. Any and all county, state or federal licenses, inspections or permits required for the installation or operation of Vendor's booth shall be obtained by Vendor, at its expense, prior to noon on Wednesday.

B. COVID 19 – All Commercial Vendors must comply with the Yuba-Sutter Fair COVID-19 Exposure Control Plan. Available on www.ysfair.com or upon request.

C. ANNUAL PARTICIPATION - Contracts are issued on an annual basis and do not indicate participation in any future Fairs or events sponsored either in whole or part by the DAA. Contracts, spaces and related privileges are not transferable.

D. CANCELLATION OF CONTRACT - If this contract is canceled by Vendor for any reason, rental paid to DAA by Vendor shall be refunded as follows, ONLY if the fair can resell the space:

1. If Vendor cancels 90 days or more prior to opening day – 75% of the amount paid may be refunded; 60 – 89 days prior to opening day of fair – 50% of the amount paid may be refunded; 30 – 59 days prior to opening day of fair – 25% of the amount paid may be refunded. No refunds will be made if cancellation is made less than 30 days prior to the opening day of the fair. All requests for refunds must be made in writing and are subject to the approval of the Fair Management and/or the Board of Directors.
2. Failure to comply with the terms of this Rental Agreement shall be deemed to be a cancellation by the vendor. This includes but is not limited to; no further response, mailings returned as undeliverable, no forwarding address, and inability or failure to make or complete payments.

The forfeited funds constitute liquidated damages for the direct and indirect costs incurred by DAA in organizing, setting up and providing a space for Vendor and expenses caused by Vendor's withdrawal, including re-letting the space. Vendor agrees DAA's actual loss and damages for Vendor's default may be difficult to ascertain, that DAA's collection and retention of this sum represents a reasonable estimation of its actual loss, and that this provision does not constitute a penalty.

D. DELAY OR CANCELLATION OF FAIR –DAA shall not be liable for any damage or expense incurred by Vendor in the event the Fair is delayed, interrupted or canceled. If the Fair is canceled for any reason, DAA may retain as much of the rental paid by Vendor as is necessary to cover expenses incurred by DAA.

E. SECURITY FOR RENTAL - Vendor hereby grants to DAA a security interest in all of Vendor's merchandise and exhibit materials, including, but not limited to, raw materials, work in process, materials to be used or consumed in Vendor's exhibit, inventory, equipment, and the products and proceeds thereof, to secure payment and performance of any and all of Vendor's obligations specified herein. In addition to all other remedies, DAA shall have the right to take possession of said property without notice or demand and without legal proceedings in the event of Vendor's default under this Contract. DAA shall not be responsible for the deterioration or spoilage of any such property. DAA shall have the right to dispose of the security in a commercially-reasonable manner. Any sale proceeds shall be retained by DAA and applied to costs of repossession and/or foreclosure including attorney fees, storing and selling the property, and the unpaid rental due from Vendor for the entire Fair. Any excess proceeds shall be disbursed to Vendor.

F. ATTORNEY FEES - If any action is brought to enforce the terms of this Contract, the prevailing party shall be entitled to attorney fees from the losing party in an amount as may be adjudged reasonable by the court, including an appeal.

G. VENUE - Any action brought to enforce this Contract shall be filed in Sutter County, California.

H. GOVERNING LAW - This Contract shall be governed by and construed in accordance with California State Law.

I. ASSIGNMENT - DAA may sell, assign, or transfer any or all of its rights, benefits, privileges, obligations, or duties under this Contract without prior notification to Vendor. Vendor may not sell or sublet their assigned space under the terms of this agreement with DAA.

J. DAMAGES - Vendor 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. Ordinary wear and tear, damage by the elements, acts of nature or casualties beyond the control of the Vendor is an exception to this rule. The Vendor agrees to pay the costs of repair and replacement for any and all damages of whatever origin or nature, which may have occurred during the term of this agreement, by the Vendor for restoring the premises to a condition equal to that which existed at the time the participant took possession.

K. UNAUTHORIZED PRODUCTS - If a Vendor substitutes or adds any prizes, giveaways, products, or services that have not been approved by Fair Management and/or deletes any such items approved by Fair Management, it is a material breach of the contract and DAA may terminate the contract immediately upon notice to

Vendor of the violation. Items must be removed immediately. The Vendor may not be granted future contracts by DAA.

The following statute will apply to all exhibitors at the Fair:

The demonstration and/or sale of the following products during the Fair are strictly prohibited: firearms, weapons, blow guns, blow gun darts, explosives, drug paraphernalia, the sale of any items that promote or glorify drug use, combustibles, laser pointers, spud (potato) guns, stink bombs and any other items which the DAA deems to be dangerous, obscene or highly offensive.

L. SUPPLIER OR SPONSOR PRODUCTS - Space, products and signage is limited to the name of Vendor and the primary products as established on the contract. Suppliers or sponsor company products or names cannot be used without advance approval by DAA (example: Pepsi, Maytag, etc.)

M. UNLAWFUL BUSINESS PRACTICES - DAA will use every precaution to guard against unlawful business practices in any form. A violation of this rule will cause the forfeiture of all contract money paid, or expulsion from the grounds, or both, as DAA may direct.

N. PAYMENT INFORMATION –

- a) A payment is due immediately upon execution of agreement but no later than date stipulated on face of contract to reserve the vendor booth space.
- b) Insurance fees must be paid by June 4th.
- c) Vendors not meeting items "a" and "b" will forfeit their space and it will be rented to a new vendor. There will be NO EXCEPTIONS to this policy.
- d) Payment for space must be made payable to "Yuba-Sutter Fair" as stipulated in contract.
- e) Payment due for booth fees, insurance, etc. made after June 4th will be accepted in the form of cash, cashier or bank check, money order, credit card (Visa, MasterCard or American Express) only. **No checks will be accepted after June 4th.**

No Vendor shall distribute advertising matter, handbills, fliers, tokens or other material on the Fairgrounds except from an assigned booth or display space. The tacking or positioning of any advertisement, bill, sign, banner, or printed matter other than within the assigned space is strictly prohibited. No Vendor shall solicit or distribute such material in aisles or while roving the grounds. Anyone violating this rule is subject to removal from the grounds.

4. LIABILITY / INSURANCE

A. LIABILITY INSURANCE – **When** returning signed contract, all vendors must provide one of the following:

- 1) CSFA insurance number.
- 2) An acceptable Certificate of Insurance meeting all requirement of the State of California including, but not limited to, public liability coverage of not less than \$1,000,000 CSL, dates of inceptions and expiration, a 30-day cancellation clause and required additional insurers with the exact wording naming **"The State of California and the Yuba-Sutter Fair/13th District Agricultural Association as additional insured.** The acceptable wording is as follows; **"The State of California, the California Fair Services Authority, the Yuba-Sutter Fair/13th District Agricultural Association, their agents, directors, officers, servants and employees are made additional insured, but only insofar as the operations under this contract are concerned."**
- 3) \$120.00 for non-food vendors to purchase Insurance through the California Fair Services Authority.
- 4) The Certificate of Insurance must be received by the fair office no later than June 4th.

5. EMERGENCIES AND SECURITY

- A. EMERGENCY OR INCIDENT-REPORTING PROCEDURES** – Yuba-Sutter Fair is confronted with various emergency situations and hazardous conditions during the annual event. Fair Security needs to be immediately informed of accidents and incidents that occur during the Fair. A report form in the Security Office must be filled out by a Vendor that observes any of the following: injury or accident to a person or property, verbal threats, violence, theft, fire, or hazardous condition of any kind. The Fairgrounds has an emergency and security network that can respond within minutes to any incident that may occur. Vendors should acquaint themselves with the location of fire extinguishers, first aid. Good judgment is essential in any emergency. Remember that all incident reports must be filed with the Security Office.
- B. FIRST AID BOOTH** – The first aid booth is located in the Main Exhibit Building.
- C. BUILDING AND GROUNDS SECURITY** – The 13th DAA assumes NO responsibility for material left in the booths. If you have anything in your display that could be carried away, it is suggested you take it with you when you leave each night. The Security office is located in the Main Exhibit Building.

6. VEHICLES/TRAFFIC PROCEDURES

- A. RV PARKING** - A limited number of RV spaces with electrical and water hookups are available. RV spaces are allocated on a first-come, first-serve basis and located in the Vendor RV Camping area only. The fee for RV parking is \$300 for the week of fair. 30 Amp and 50 Amp Electric and water hook-ups are available.
- B. VEHICLE PARKING** - Each vendor will receive no more than 8 complimentary parking passes to be used in the Vendor parking lot. Additional parking passes may be purchased at the Fair Office.
- C. SUPPLY TRAILER PARKING & DAILY UNLOADING-**
- a. Vendor Supply Trailer/Van Parking:** All vendor supply trailers and/or storage vans must be parked in the designated Vendor Parking Area. Absolutely NO STORAGE TRAILERS and/or STORAGE VANS will be allowed to park in the fair patron parking lots.
 - b. Supply Vehicle Parking:** Supply trailer parking will be available on a limited first come first serve basis in the RV Camping area. Supply trailer parking permits can be purchased through the fair office. The cost is \$75. Parking permits are valid from Monday thru Sunday.
 - c. Supply Vehicle Daily Fair Entry Policy:** All vehicles must enter through Wilbur Gate beginning Thursday. The vehicles must be outside the gates by 10:00 am Thursday through Sunday the week of the fair. After that time no vehicles will be allowed to remain inside the gates. No vehicles will be admitted inside the gates after that time.
- D. SKATEBOARDS, ETC.** - No skateboards, roller skates, roller blades, bicycles, scooters, motorcycles or similar recreational vehicles are allowed on the grounds. Golf carts and other motorized transportation may be authorized by Fair Management with prior approval.

7. DELIVERIES & STORAGE

- A. DELIVERIES** - Management is not responsible for lost or stolen packages. All deliveries will be accepted at the DAA in the Main Office.
- 1. **PRE-FAIR** When shipping products to the Fairgrounds, it is Vendor's responsibility to instruct the cartage company to hold delivery until specific dates.
 - 2. **DURING FAIR** - All deliveries on grounds must be delivered prior to 10:00 a.m. daily. Buildings are available to vendors only starting at 9am each day during the fair for setup and re-stocking needs.
 - 3. **C.O.D. FREIGHT** –Vendors receiving C.O.D. packages must make arrangement with Administration office prior to delivery if they are unable to be present. DAA is not responsible for payment or collection from Vendor in regards to packages.

B. STORAGE AFTER FAIR - Storage of materials is generally not available on the Fairgrounds after the Fair. If Fair Management determines that space will be made available for this purpose, an interim storage agreement must be signed and an appropriate fee paid.

8. BOOTH LIMITATIONS

The booth is to be used solely by the Vendor and no portion shall be sublet or assigned without prior written permission by DAA. Vendor recognizes that it is a tenant of the booth and thus should Vendor not enter into a lease with the DAA for subsequent Fairs, Vendor shall not assign or in any way transfer the booth, but rather acknowledges that any other booth tenant must negotiate directly with DAA.

9. VENDOR SPACE SET-UP AND RESTOCKING

A. PRE-FAIR SET UP - Prior to Fair, Vendor may commence set-up of booth as outlined below. For days and times to begin earlier set-up or repair, permission from Fair Management is required. Remember, all electrical work must be approved by the Yuba-Sutter Fair Management.

1. Set-up is available from 9:00 am Monday, June 20th through 8:00 am Thursday, June 23rd.
2. **SET UP COMPLETION** - Set up must be completed no later than 8am on Thursday. If a Vendor is not completed and open for business by Noon on Thursday, the Vendor will be in breach of the contract and may be subject to immediate cancellation of all rights and forfeiture of all monies paid, at the sole discretion of the Fair Management. Fair Management will not, under any circumstances, permit a Vendor to work on the installation of their booth during the hours the Fair is open to the public.

B. FAIR WEEK BOOTH SET RE-STOCKING - The Main Exhibit Building will be open only to vendors for setup and restocking starting at 9:00 am each day of the fair. Entry available thru Gates 16 and 17.

C. EXPENSES AND SET UP - Vendors are responsible for all their own expenses incurred in connection with decoration, equipment, or occupancy of the assigned space, with the exception of electrical power provided with the booth or as stated in the contract. Any work performed or demonstration of products that produce dust or spraying of materials must be shielded behind a heavy plastic or glass enclosure to prevent dust or other materials from being distributed on other vendors or persons.

D. LAST DAY OF FAIR RELEASE - All vendor materials must remain in place the entire length of the Fair. NO VENDOR IS PERMITTED TO REMOVE THEIR DISPLAY PRIOR TO the listed hours of operation ON SUNDAY.

Vendors will be allowed to remove items from their allotted space(s) after all pedestrian traffic is reduced to a safe number. All vendor booths and materials must be removed by 5:00 p.m. on Monday, June 27th.

10. HOURS OF OPERATION

A. PUBLIC HOURS - ALL VENDOR BOOTHS - Following are the required hours of operation during which booth spaces are open to the public.

Outside Booths

Thursday, June 23 rd	Noon to 11:00 pm (may go later if guest needs dictate)
Friday, June 24 th	Noon to 11:00 pm (may go later if guest needs dictate)
Saturday, June 25 th	Noon to 11:00 pm (may go later if guest needs dictate)
Sunday, June 26 th	Noon to 10:00 pm (may go later if guest needs dictate)

Inside Booths (Main Exhibit Building)

Thursday, June 23 rd	Noon to 9:00 pm
Friday, June 24 th	Noon to 9:00 pm
Saturday, June 25 th	Noon to 9:00 pm
Sunday, June 26 th	Noon to 8:00 pm

11. STAFFING

A. GATE ADMISSION/PARKING FEES:

1. DAA will provide to Vendors, at no charge, each vendor will receive no more than 12 (10X10 booth) or 16 (10X20 and up booth) fair admission passes. Each vendor will receive 8 parking passes to be used in the Vendor parking lot. Additional admission and parking passes may be purchased at the Fair Office.
2. Any attempt on the part of the Vendor to sell, exchange, barter or gift any privilege of admission or parking passes issued by the DAA will be sufficient cause for cancellation of the contract and removal from the property. All passes allotted are specifically for the use of Vendor staff only.
3. Vendor passes are only available at the Administration Office and will NOT be mailed unless requested.
4. Purchase of additional parking passes after June 4th will not be accepted by check. After June 4th, payments will only be accepted in the form of cash, cashier or bank check, money order or approved credit card VISA, Discover or MasterCard.

B. STAFFING YOUR BOOTH - During the official open hours of each day of the Fair, all vendor booths must be open to the public. No one is allowed to stay overnight in a booth. If any Vendor fails or refuses to abide by these rules, DAA reserves the right to terminate the contract and to take possession of the vendor booth. In the event of a breach of contract, DAA will not return advance payments to the Vendor and may seek other remedies.

In addition to the other actions described above, Vendors who do not follow these staffing guidelines may not be invited to participate in next year's Fair.

*** LOST OR STOLEN PASSES WILL NOT BE REPLACED UNDER ANY CIRCUMSTANCES ***

C. WILL-CALL PROCEDURES - The Administration Office **will not** allow Vendors to leave "will call" passes.

12. BOOTH OPERATION REQUIREMENTS

DAA reserves the right to restrict or remove Vendors from the Fairgrounds without refund if any representations made by vendor in this manual and agreement are false or if vendors exhibit is deemed, by DAA, unsuitable or objectionable. This restriction applies to, but is not limited to, noise (i.e.: public address systems), objectionable conduct, distribution and/or display of offensive matter.

A. REFUNDS AND SALES AGREEMENTS - Vendor must post its policy regarding refunds on merchandise within the assigned booth space so that it is visible to patrons. Additional refund information, which may include a telephone number and address for patrons to contact must be available upon request.

B. SOUND DEVICES - No sound device (record players, tape recorders, etc.) shall be allowed unless they are an integral part of the items on sale or display Vendors desiring to use public address systems or other sound making devices must obtain advance written approval by Fair Management. Approval may be revoked at any time if the noise level is objectionable in the judgment of Fair Management.

Volume of any sound device or vocal pitch sales must not interfere with the activities and sales of other Vendors. The calling of people from the aisles or from other booths is strictly prohibited.

GIVEAWAYS - Giveaways and giveaway items (pens, key chains, pencils, etc.) must be approved in advance by Fair Management. Balloons are not allowed.

13. ADVERTISING MATERIALS AND SIGNS

The aisles, passageways and overhead space remain under the control of the DAA and no signs, decorations, banners, advertising or exhibits will be permitted in those areas, except upon prior written permission of DAA.

Signs may not extend into the aisles, and must be confined to the booth area. Distribution of brochures or promotional materials may be handed out from the assigned space only.

- A. **HANDMADE SIGNS** - All vendor signs must be of professional quality as determined by Fair Management.
- B. **PRICE LISTS** - If posted, must be legible and visible to all Fairgoers.

14. MISCELLANEOUS

A. ANIMALS - No dogs or other pets are allowed on the Fairgrounds except those pre-entered into exhibit competitions or service animals (example: dogs that assist the blind or hearing-impaired).

B. ALCOHOLIC BEVERAGES / ILLEGAL SUBSTANCES - Vendor, its employees, agents and guests shall not consume any alcoholic beverages nor use illegal substances at the Facility (including the parking lot). Violation of this section will be grounds for immediate termination of this Agreement (including forfeiture of all rental paid and owing). Additionally, those persons violating this policy will be asked to immediately leave the Fairgrounds.

C. PHOTOS/VIDEO TAPING - DAA reserves the right to photograph and video tape any vendor and products while vendor is participating at the Yuba-SutterFair. All such photographic and video material shall become the sole ownership and contain all rights to use of The Yuba-SutterFair and Vendor hereby waives any rights of use, royalty, or other intellectual property rights related to the media or its future use by the DAA.

D. SMOKING POLICY - Yuba-Sutter Fair is a smoke free zone, but we do have two designated smoking areas on the fairgrounds.

E. ADDRESS AND TELEPHONE NUMBER CHANGES - Vendor must immediately notify DAA of any address or telephone number changes. Fair Management will not be responsible for loss of any correspondence or contracts due to non-notification.

F. RETURNED CHECKS - A \$35.00 fee will be charged on all checks returned by the Bank. Vendor shall then be required to pay all fees and applicable charges in cash or cashier's check. Any Vendor whose check is returned risks cancellation of contract.

G. TIP JARS/DONATIONS - There will be **NO** placing of "tip" jars on any stand or the soliciting of "tips" anywhere on the grounds. **Soliciting donations is prohibited on the Fairgrounds.**

H. EMPLOYEE DISCOUNTS - Vendors are not expected to offer nor are they obligated to extend free or discounted merchandise to employees and directors of the Yuba-SutterFair. Vendors are encouraged to notify the Fair Management if they are approached by anyone asking for free or discounted merchandise or food.

I. RELEASE / DISCLOSURE - Vendor irrevocably consents to and authorizes DAA the use by DAA, anyone authorized by DAA of my name, likeness, voice, picture, video, business address, business telephone and electronic address for any business purpose. DAA does not release this information for profit or sale. We further disclose that all requests for vendor information are screened by DAA staff for accuracy and privacy purposes.

J. LOCAL SALES TAX RATE - The sales tax rate for transactions at the Yuba-Sutter Fair is 7.25%.

K. CALIFORNIA STATE DEPARTMENT OF REVENUE - All concessionaires must possess a valid Seller's Permit. Concessionaires are required to provide their Seller's Permit number to the DAA. Temporary permits may be applied for. Contact the California state Board of Equalization for information and forms at <http://www.boe.ca.gov> or by calling 800-400-7115

L. CONFLICT OF INTEREST – Vendor certifies that no employees or officials of the DAA have any known interest, financial or otherwise in the vendor booth.

M. EQUAL OPPORTUNITY – No person shall, on the grounds of race, color, religion, sex, disability, national origin, age, sexual orientation, marital status, political affiliation or belief, be denied employment or benefits, or be discriminated against as a consumer, administrator or staff person under any program or activity receiving funds under this Contract.

In compliance with Department of Labor Regulations implementing Section 504 of the Rehabilitation Act of 1973, as amended, no qualified disabled individual shall be discriminated against in admission or access to any program or activity.

Vendor agrees to provide equal opportunity in the administration of the contract and its subcontracts or other agreements.

N. ALTERATIONS TO CONTRACT – No alterations of conditions of the terms of the Contract shall be valid unless made in writing and signed by the parties hereto and no oral understanding or agreements not incorporated herein and no alteration or variation of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties.

O. SEVERABILITY – If any provision of this Contract is declared void or unenforceable, such provision will be deemed severed from this Contract, which shall otherwise remain in full force and effect, provided that this Contract must be construed to give effect to the Parties' intent.

P. CAPTIONS – Captions and paragraph heading used herein are for convenience only and are not a part of this Contract and do not limit or alter any provisions hereof and are not relevant in construing this Contract.

Q. STOLEN ITEMS – The 13th DAA is not responsible for any items stolen from vendor booths.

R. 2021 FAIR PROMOTIONS: You are welcome to participate in the 2021 Daily Fair Promotions at your discretion. If you do choose to include a special promotion that is directly correlated to the fair's daily promotion please provide the special promotion information to the fair 30 days prior to opening day, so that the fair can include the special promotions in our fair-time advertising.

Thursday, June 23rd

Thrifty Thursday

The Fair will kickoff with an opening day special, Thrifty Thursday offering \$5 admission to everyone 6 years and older! Children 5 and younger are FREE everyday!

Friday, June 24th

Kids Day

FREE Admission for all children ages 6 to 11 ALL day! Children 5 and younger are FREE everyday!

Saturday, June 25th

Military Appreciation Day

For a day revolved around immense appreciation, we invite active duty, reserve and veterans from all branches of the military to enjoy FREE Fair admission. The whole day is focused on paying gratitude and celebrating the individuals and organizations that keep our country safe. For free admission, veterans or military personnel must present valid military ID or proof of service at the Fair Entry Gate. Free admission is expanded to include Active Duty Spouses and Dependents. (must show valid military ID).

Seniors Day

Free Admission all day for Seniors, ages 60+.

Sunday, June 26th

Family Day

Family Day will offer numerous exhibits and entertainment acts that reflects the diverse ethnicities in our Yuba-Sutter community! Enjoy a day out with the family while enjoying music, dancing, exhibits and local talent!

First Responders Appreciation Day

A special thank you for their hard work and bravery, active members of law enforcement, firefighters and first responder units can enjoy free Fair admission on Sunday.

All fairgoers can enjoy a day of fun celebrating first responders complete with special exhibits, interactive activities, one-day-only entertainment and much more. For free admission, active first responders must present ID at the Fair Entry Gate, showing first responder status. Offer does not include admission for family members, dependents, or Administration personnel of first responders.

15. LOCAL RESOURCES

We value the services and contributions that you provide as a member of our YS Fair team! We look forward to having you as a vendor at this year's fair! We hope that this quick reference guide will provide beneficial information about the fair, services available by our staff and nearby local resources that you may need while you are away from home. Let us know how we can be of any further assistance!

FAIRGROUND RESOURCES:

Ice Service: Ice available daily onsite

Maintenance Assistance: Randy Garrick, Todd Peters

EMT Service: Bi-County Ambulance, (530) 674-2780 Onsite First Aid located at the Main Exhibit Building

RV Dump Station: Available upon leaving fairgrounds

Propane Service: Available each morning onsite Brown's Gas, (530) 743-3976

Concessionaire Manager: Robin Hauck

Fair CEO: Dave Dillabo, (541) 281-9240 (Mobile)

FAIR OFFICE RESOURCES:

Basic Office Supplies Postal Stamps

Shipping & Receiving Lost & Found

LOCAL SERVICES

Beauty Salon: SuperCuts, 402 Colusa Ave #C, Yuba City (530) 671-9114

Barber Shop: Yuba City Barber Shop, 1224 Bridge Street, Yuba City (530) 434-6457

Dental: Munger Family Dentistry, 1215 Plumas Street, Yuba City (530) 671-2350

General Pet & Tool Supplies: Grange Co-Op, 1262 Stabler Lane, Yuba City (530) 777-3551

Gym: Planet Fitness, 905C Colusa Ave, Yuba City (530) 645-3790

Grocery/Food Supplies: Smart & Final, 905A Colusa Ave, Yuba City (530) 822-9891

Laundry Mat: Fairgrounds Laundromat, 118 Garden Hwy, Yuba City (530) 674-3556

Cleaners: Butler Bros, 778 Plumas Street, Yuba City (530) 673-9056

Hardware Store: Harbor Freight Tools, 729 Colusa Ave #B, Yuba City (530) 673-1961

Mechanic: Slack's Automotive Repair, 236 Garden Hwy, Yuba City (530) 674-8987

Tire Service: Les Schwab Tires, 1481 Bridge Street, Yuba City (530) 671-4310

RV Parts/Repair: ET Quality RV, 2021 Live Oak Blvd, Yuba City (530) 755-4036

Staffing Needs: Express Employment Professionals, 870 W Onstott Frontage Rd, Yuba City (530) 671-9202

Urgent Care: Sutter North Urgent Care, 444 Plumas Street, Yuba City (530) 749-3420

Medical Center: Adventist Health and Rideout, 726 4th Street, Marysville (530) 749-4300

Veterinarian: Northpointe Veterinary Hospital, 880 W Onstott Frontage Rd, Yuba City (530) 674-8670

FAST FOOD RESTAURANTS

Dunkin Donuts: 1040 Colusa Hwy, Yuba City,(530) 671-2008
Panda Express: 1260 Bridge Street, Yuba City(530) 300-9976
The Habit Burger Grill: 1270 Bridge Street, Yuba City (530) 443-9805
Dickey's Barbecue Pit: 871 Gray Ave, Yuba City (530) 491-0101
Subway: 601 Plumas Street, Yuba City(530) 763-5401
Costa Vida: 1074 Harter Pkwy Suite 101-B,Yuba City (530) 673-9283

PIZZA

Sylvio's Pizzeria and Deli: 1747 Live Oak Blvd,Yuba City (530) 430-7499
Rico's Pizza: 1415 Garden Hwy, Yuba City(530) 821-0188
Papa John's Pizza: 1592 Franklin Rd, Yuba City (530) 777-3925
Straw Hat Pizza: 540 Bogue Rd W-2, Yuba City (530) 671-5150

RESTAURANTS

El Zarape: 1005 Stafford Way, Yuba City(530) 755-2888
Dancing Tomato Caff : 990 N Walton Ave,Yuba City (530) 790-0300
Casa Lupe: 655 W Onstott Frontage Rd, Yuba City (530) 673-2190
The Ranch House: 111 S George Washington Blvd, Yuba City (530) 923-2272
Cool Hand Lukes: 1669 Colusa Hwy, Yuba City (530) 822-9900
Kenzo Sushi: 1655 Colusa Hwy #300, Yuba City (530) 790-6877
Sushi Ichiban: 1560 Butte House Rd, Yuba City (530) 751-7478
Sutter Buttes Brewing: 421 Center St, Yuba City (530) 790-7999

16. CALIFORNIA STATE FIRE MARSHAL REQUIREMENTS

All Commercial Vendor Booths must be in compliance with the California State Fire Marshal requirements set forth in the Special Events held on DAA Fairgrounds tri-fold brochure that is included in the Commercial Vendor Manual. Each booth must review and comply with the requirements, sign the brochure and have it posted at their booth. Any booth not in compliance, will not be allowed to operate at the Yuba-Sutter Fair.

THIS FORM MUST BE COMPLETED AND POSTED IN EACH BOOTH, BARN, EXHIBIT HALLS PRIOR TO EVENT

BOOTH CONSTRUCTION/LOCATION:

- Minimum of 20 feet from any permanent structure.
- All fabric or pliable canopy covers, side/back drops and decorative material must be inherently fire resistive or treated.
- Exit openings shall be a minimum of 3 feet wide and 6 feet 8 inches in height.

ELECTRICAL:

- Electrical extension cords shall be of the heavy-duty three-wire (grounded), hard-usage type.
- Electrical equipment and installation shall be inspected and approved by a qualified person.

LIVESTOCK/BARN AREAS:

- No space heaters, electric skillets, toasters, coffee makers, hot plates and any other appliances.
- No storage of flammable or combustible liquids or machines.
- Fire hoses, fire extinguishers or other fire equipment shall not be blocked or obstructed at any time.
- The roads around the barns shall be kept clear so that fire apparatus may be able to pass through at any time. Minimum width of these roads shall be 20 feet.
- No parking of any vehicles in any barn or livestock areas.

RV PARKING:

- The site shall maintain an all-weather surface with adequate roads having 20 feet minimum width for fire department apparatus.
- A minimum of 30 feet of clearance shall be provided between the site and any adjoining fair structure or surrounding property.
- All combustible growth shall be cleared from the site and from the property surrounding the site for a distance of at least 30 feet.

FOOD SERVICES AREAS:

- No use or storage of portable containers of Liquefied Petroleum Gas (LPG) inside buildings or tents.
- All cylinders must be secured to prevent tipping or falling over.
- Cooking booths must be separated from non-cooking booths by 10 feet.
- All Automatic Fire Extinguishing Systems (Hood System) have been serviced within the last six months.
- Fire Extinguishers:**
- Each booth shall be provided with a minimum 2A10BC rated portable fire extinguisher.
- Each booth with deep fat fryer shall have a Class K portable fire extinguisher.
- All portable fire extinguishers have been serviced by a SFM licensed company annually with a service tag attached.

- The fire extinguisher must be mounted or secured so that it will not fall over.
- All fire extinguishers must be visible and accessible.
- Deep Fat Fry/Flambé Cooking:**
- Deep fat frying or flambé cooking operations shall be located in a separate enclosure where only cooking operations are performed.
- Wood Barbecue Cooking:**
- No wood barbecue cooking inside of booths.
- Only wood barbecue cooking shall be performed in areas away from public access.
- No fuel wood shall be stored inside of booths.
- Metal containers shall be provided for hot coal and ashes.
- Charcoal Barbecue Cooking:**
- No charcoal barbecue cooking inside of booths or tents.
- Only commercially sold charcoal fuel may be used.
- Charcoal cooking shall be performed only in areas away from public access
- Charcoal cooking shall be located a minimum of 15 feet from any booth
- Charcoal cooking is at least 20 feet from any permanent structure.

EXHIBIT HALLS

- No open flame.
- Exiting**
- Illuminated exit sign.
- No blocking or obstruction of exit.
- Doors shall not be locked or chained.
- Aisle width shall be maintained according to approved site plan.
- Fire equipment**
- No blocking of fire hydrants.
- No blocking of fire extinguishers.
- No blocking of standpipe and fire hose cabinets.
- No blocking of fire sprinkler systems.
- No blocking of manual fire alarm pull stations.
- No blocking of fire alarm audible/visual devices such as horns or sirens.
- No blocking of first aide equipment.
- Vehicle Static Display**
- Battery terminals disconnected.
- Fuel tank shall be no more than 1/4 filled.
- Locked or taped gas cap.
- Decorative Materials**
- Shall be inherently flame resistive or treated.

I have reviewed and verified this check list that all applicable items listed above are in compliance:

Signature _____

Host Vendor Exhibitor

Title (Circle one)

Date _____

State of California

**OFFICE OF THE
STATE FIRE
MARSHAL**



**FIRE & LIFE SAFETY
DIVISION**

**Special Events and/or
DAA Fairs**

Sacramento Headquarters
2251 Harvard, Suite 130, Sacramento, CA
95814
(916) 568-2957

Monrovia Regional Office
602 E. Huntington Drive, Suite A
Monrovia, CA 91016
(626) 305-1908
(626) 305-5173 Fax

Web Site: <http://osfm.fire.ca.gov>

GENERAL:

Fire and life safety requirements shall be applicable to any exhibit space, booth, trailer or tent within the fairgrounds. This list is not meant to cover all possible situations and the Promoter or Fair is responsible for adhering to all applicable regulations.

1. Plans identifying the configuration of exhibit spaces shall be submitted to the SFM for review and approval 30 working days prior to the event. Plans shall indicate the location and size of all exit doors and aisles, and shall show exhibits both inside and outside of any building. Where sealing is provided, the plan shall indicate the number of rows and seats between aisles. Final approval is subject to field inspections.
2. SFM may enter any portion of any exhibit space/booth at any time for the purpose of inspecting the premises for fire and life safety.
3. No display or exhibit shall be installed or operated that will interfere or block in any way with access to any exit or with the visibility of any exit sign. No display shall block access to fire-fighting equipment, such as fire extinguisher stations, fire alarm pull stations, fire hose cabinets and fire hydrants or access by fire suppression vehicles or equipment.
4. The location of all hydrants, fire extinguishers, water barrels, etc. shall be clearly marked in all areas.
5. The exhibition of vehicles powered by internal combustion gasoline engines inside buildings shall require the following:
 - a. Fuel tank shall be no more than 1/4 filled and the gas cap shall be taped in place to deter removal.
 - b. The battery or batteries shall be disconnected and the battery terminals taped with electrical tape.
 - c. Vehicles shall be inspected by SFM.
6. No open flame is allowed in any Fair Building.
7. Bark dust or like material shall be kept moist at all times.
8. All carpet edges shall be securely taped in place. Carpeting shall only be used on the floor.
9. "NO SMOKING" signs shall be posted. Outside Smoking areas shall be provided with appropriate non-combustible containers for ashes.
10. A housekeeping program shall be maintained and adequate non-combustible trash receptacles shall be provided in all areas and all trash will be removed on a regular basis.

BOOTH CONSTRUCTION/LOCATION:

1. Booths shall be located a minimum of 20 feet from any permanent structure. If conditions warrant, distance may be reduced as approved by the SFM.
2. All fabric or pliable canopy covers, side/back drops and decorative material must be:
 - a. Inherently fire resistive and labeled as such; or
 - b. Treated by a SFM licensed applicator. If the booth is owner occupied, it may be treated by the owner with a SFM approved fire retardant chemical (empty can and dated sales receipt may serve as proof).
3. Exit openings shall be a minimum of 3 feet wide and 6 feet, 8 inches in height.
 1. Know where the fire extinguisher is located and how to use it.
 2. Do not leave food cooking unattended.
 3. Do not wear loose-fitting clothing when cooking.

4. Keep combustibles away from heat sources.
5. In case of emergency, dial 9-1-1.

ELECTRICAL:

1. Electrical extension cords shall be of the heavy-duty three-wire (grounded), hard-usage type. No two-wire extension wiring shall be allowed. All extension wiring shall be protected from physical damage and shall be limited to 20 feet in length. This shall be temporary use. Electrical equipment and installation shall be inspected and approved by a qualified person or concern acceptable to the SFM.

LIVESTOCK/BARN AREAS:

1. Heat production appliances, such as space heaters, electric skillets, toasters, coffee makers, hot plates and any other appliances which may be used for cooking purposes, shall not be permitted in the barn or livestock areas. Electrical devices in good repair and properly maintained and used in direct connection with the care of animals may be exempt from the above.
2. Smoking shall not be permitted within the barn, stable, or livestock areas, or in exhibits using sawdust, hay or like materials on the floor.
3. The storage of flammable or combustible liquids or machines containing such shall not be permitted inside any livestock areas.
4. Fire hoses, fire extinguishers or other fire equipment shall only be used in case of an emergency. These devices shall not be blocked or obstructed at any time.
5. The roads around the barns shall be kept clear so that fire apparatus may be able to pass through at any time. Minimum width of these roads shall be 20 feet.
6. No vehicles shall be parked in any barn or livestock areas.

RV PARKING: Fire and life safety requirements shall apply to the use or parking of recreational vehicles on undeveloped sites on the fairgrounds.

1. Plans identifying the configuration of the site shall be submitted to SFM for review and approval at least 30 days prior to site development.
2. The site shall maintain an all-weather surface with adequate roads having 20 feet minimum width for fire department apparatus.
3. A minimum of 30 feet of clearance shall be provided between the site and any adjoining fair structure or surrounding property.
4. All combustible growth shall be cleared from the site and from the property surrounding the site for a distance of at least 30 feet.
5. Painted lines, fences, posts, ropes, etc. shall be used to designate roadways from vehicle parking areas.

FOOD SERVICES AREAS: Fire and life safety requirements shall be applicable for all food services areas, including temporary concession stands inside or outside of buildings and food concession trailers.

1. The use, storage and handling of any flammable or combustible liquid shall be subject to approval by SFM. Location of use and storage of any flammable or combustible liquid shall be noted on the plans prior to approval (see General Item #1)
2. The use and storage of portable containers of Liquefied Petroleum Gas (LPG) inside buildings or tents is subject to approval by SFM. Location of use and storage of any portable container of LPG shall be noted on the plans prior to approval (see General Item #1). All cylinders must be secured to prevent tipping or falling over.

3. Commercial cooking may be allowed only in approved locations with approved equipment. SFM Approval is required prior to use.
4. Cooking booths must be separated from non-cooking booths by 10 feet.

5. A California licensed company shall service all Automatic Fire Extinguishing Systems (Hood System) every six months. The company performing the service shall either be licensed by the SFM and possess an Automatic Systems License, or possess a C-16 license issued by the California State Contractors Licensing Board.

Fire Extinguishers:

1. Each booth shall be provided with a minimum 2A10BC rated portable fire extinguisher.
2. Each booth with deep fat fryer shall have a Class K portable fire extinguisher.
3. All portable fire extinguishers must be serviced by a SFM licensed company annually, with a service tag attached.

Deep fat or flambé type cooking operations may require additional and/or larger units, as per the SFM. Fire extinguishers shall conform to the following:

- a. The fire extinguisher must be mounted or secured so that it will not fall over.
- b. It must be visible and accessible and away from cooking area.

Deep Fat Fry/flambé Cooking: Deep fat frying or flambé cooking operations shall be located in a separate enclosure where only cooking operations are performed. Such enclosures shall conform to booth construction requirements as previously outlined, but the top of the enclosure shall be OPEN or, when required by the Health Department, shall be provided with METAL SCREENING with a minimum height of 7 feet.

Wood Barbecue Cooking:

1. Wood barbecue cooking is prohibited inside of booths.
2. Wood barbecue cooking shall be performed only in areas away from public access.
3. Distances from wood barbecues to permanent structures or festival booths shall be as approved by the SFM.
4. Fuel wood shall not be stored inside of booths.
5. Coals shall be disposed of only in metal containers that have been designated for such use and approved by the SFM. Dumping coals in trash containers is prohibited!

Charcoal Barbecue Cooking:

1. Charcoal barbecue cooking is prohibited inside of booths or tents.
2. Only commercially sold charcoal fuel may be used.
3. Charcoal cooking shall be performed only in areas away from public access and shall be located a minimum of 15 feet from any booth with a minimum of 20 feet from any permanent structure.