

DATE 9/28/2016

SOS AGREEMENT # 17-016

AGREEMENT NO. SE16-66

RENTAL AGREEMENT

THIS AGREEMENT by and between the **Mendocino County Fair & Apple Show**, hereinafter called the Association, and **SIERRA NEVADA WORLD MUSIC FESTIVAL, LLC** hereinafter called the Renter.

WITNESSETH:

1. THAT WHEREAS, the Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises on: **June 10th, 2017 through June 22, 2017 for a total of 13 days.**
2. NOW, THEREFORE, Association hereby grants to the Renter the right to occupy the space(s) described below for the purposes hereinafter set forth, subject to the terms and conditions of this agreement: **See Attachments "A", "B", "C", & "D".**
3. The purposes of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:
Sierra Nevada World Music Festival
4. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:
See Attachments "A", "B", "C", & "D".
5. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
6. Renter further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants, and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter himself and from any loss, damage, cause of action, claims or suits for damages, including but not limited to loss of property, goods wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
7. Renter further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Renter or his employees hereunder.
8. It is mutually agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
9. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
10. The Rules and Regulations printed on the reverse side hereof are made a part of this agreement as though fully incorporated herein and Renter agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
11. In the event Renter fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
12. Special Provisions: **See Attachments "A", "B", "C", & "D",**
13. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and the Department of General Services.

IN WITNESS WHEREOF, This agreement has been executed in duplicate (with extra copies when needed), by and on behalf of the parties hereto, the day and year first above written.

MENDOCINO COUNTY FAIR

PO Box 458, 14400 Hwy 128
Boonville, CA 95415
707-895-3011
CEO – Jim Brown

BY

TITLE: CEO


**Renter: SIERRA NEVADA WORLD MUSIC
FESTIVAL, LLC**

PO Box 208
Ryde, CA 95680

BY

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COUNTY OF MENDOCINO

By: 
John McCowen, Chair
Mendocino County Board of Supervisors

Date: MAY 02 2017

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

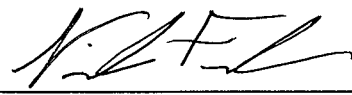
COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

KATHARINE L. ELLIOTT,
County Counsel

ATTEST:


CARMEL J. ANGELO, Clerk of said Board

By: 
Deputy MAY 02 2017

By: 

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.


CARMEL J. ANGELO, Clerk of said Board

By: 
Deputy MAY 02 2017

**INSURANCE REVIEW:
RISK MANAGER**

By: 
ALAN FLORA, Risk Manager

**EXECUTIVE OFFICE REVIEW:
APPROVAL RECOMMENDED:**

By: 
CARMEL J. ANGELO, Chief Executive Officer

FISCAL REVIEW:

By: 
Deputy CEO/Fiscal

RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. Renter will conduct his business in a quiet and orderly manner, will deposit all rubbish, slop, garbage, tin cans, paper, etc., in receptacles provided by the Association within and concession plot for such purpose, and will keep the area within and surrounding said concessions free from all rubbish and debris.
3. All buildings, tents, or enclosures erected under the terms of Rental Agreement shall have the prior approval of Association and local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval before each day's operation.
4. Renter will furnish Association with a list of all sales prices and other charges, of any kind whatsoever, to be charged by the Renter in said space(s).
5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by association, nor engage in any other business whatsoever upon and within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for, and will confine said transactions to the space and privileges provided in the Rental Agreement, and that any and all exclusives granted Renter shall not include the carnival and the carnival area.
7. Renter will cause to be posted in a conspicuous manner at the front entrance to the concessions, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement, the size of said sign, manner and place of posting to be approved by Association.
8. Association will furnish necessary janitor service for all aisles, streets, roads, and areas used by the public, but Renter must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concessions ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Renter's trash, which must not be swept into the aisles or streets or any public place.
9. All sound-producing devices used by Renter within or outside their space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to patrons or to other concessionaires or exhibitors and the decision of Association as to the desirability of any such sound-producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
10. Renter agrees that there will be no games, gambling, or any other activities within the confines of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operations, demonstration and sale, shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds in connection with the space allotted to Renter; reasonable wear and tear and damage from causes beyond Renter's control excepted.
12. Association may provide watchman service which will provide for reasonable protection of the property of Renters, but Association shall not be responsible for loss or damage to the property of Renter.
13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Renter must be removed from the buildings and grounds by Renter, at his own expense, not later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises as herein provided, unless permission in writing is first obtained, Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
14. No Renter will be permitted to sell or dispose of anywhere on the fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
17. This rental agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performances of the terms of this agreement.
18. "Contractor, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127)."
19. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and the Renter may be subject to the payment of property taxes levied on such interest.
20. The Association shall have the privilege of inspecting the premises covered by this agreement at any time.
21. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this agreement, shall be in an independent capacity and not as officers or employees or agents of Association.
22. Time is of the essence of each and all the provisions of this agreement, and the provisions of this agreement, shall act in an independent capacity and not as Officers or Employees or Agents of Association.

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

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

RENTAL AGREEMENT BETWEEN THE MENDOCINO COUNTY FAIR AND
APPLE SHOW (ASSOCIATION) AND SIERRA NEVADA WORLD MUSIC
FESTIVAL, LLC (SNWMF)

ATTACHMENT B

In accordance with the terms and conditions set forth in this agreement in its entirety RENTER hereby agrees to the following payment terms:

The Base Rental amount shall be Twenty-Seven Thousand Five Hundred (\$27,500) which shall be paid to ASSOCIATION fifteen (15) days prior to commencement of rental. (An assignment from the ticketing agency for a ticket lien payable to the Mendocino County Fair and Apple Show shall be acceptable.) In the event ticket sales exceed the sum of \$500,000, RENTER agrees to pay to ASSOCIATION 5.5% of the gross amount of ticket sales over \$500,000. The payment shall be made to ASSOCIATION in the form of a sponsorship by RENTER to ASSOCIATION Fair and Apple Show. ASSOCIATION requires a full and complete accounting of all tickets sold 30 days prior to the event and on a weekly basis thereafter until completion of the event. The sponsorship if any, shall be paid to ASSOCIATION within ten (10) working days after the conclusion of the event.

A fifteen thousand (\$15,000) security deposit shall be paid to ASSOCIATION fifteen (15) days prior to the event. ASSOCIATION shall refund to RENTER the security deposit less any costs within thirty (30) days after the event. An itemized statement shall be provided to RENTER. If the deposit amount is insufficient to cover any additional costs, RENTER shall receive an invoice for the additional amounts. RENTER agrees to submit payment of the additional invoiced costs within 30 days of the date of the invoice.

RENTER shall be responsible for all other costs incurred by the County of Mendocino associated with permitting for the event. Said costs to be paid directly to the permitting agency.

RENTER agrees that this agreement in its entirety is subject to approval by the Mendocino County Board of Supervisors.

RENTAL AGREEMENT BETWEEN THE MENDOCINO COUNTY FAIR AND
APPLE SHOW AND SIERRA NEVADA WORLD MUSIC FESTIVAL, LLC

ATTACHMENT C

In addition to the general terms and conditions previously set forth in this agreement in its entirety, including attachments, RENTER hereby agrees to the following special conditions:

Ticket Sales:

1. Ticket sales will not exceed 5000 for the event.
2. Total occupancy for the event shall not exceed 6500
3. RENTER agrees to provide 300 tickets to be sold at a discount price and/or distributed at no cost to local residents.

Inspections:

1. RENTER shall do a pre-event walk through at a scheduled time with the ASSOCIATION Manager. Facility conditions, equipment inventory and condition, use of utilities, additional service requests and cleaning requirements are reviewed at this time. Immediately following the event, RENTER shall attend and exit meeting with the ASSOCIATION Manager to review facility conditions and finalize agreement requirements.

Noise Limitation:

1. The outdoor amplified music will cease at 12 a.m. except for Sunday, 6/18/17 music will cease at 10 p.m. All outdoor sound levels will be monitored by the Association. RENTER may conduct an indoor dance in the Agricultural Building until 2:30 a.m. on 6/16/17 and 6/17/17. Sound at the property lines shall not exceed 60 ldn from 10 a.m. to 12 midnight and 40 ldn from 12 midnight to 10 a.m. All overnight campers shall abide by Fair camping rules and regulations.

Security and Emergency Response:

2. A security and emergency response plan prepared by RENTER shall be approved by the Mendocino County Sheriff's Office 60 days prior to the event.
3. RENTER agrees to contract with the Mendocino County Sheriff's Office for the provision of law enforcement services to be provided on event days. RENTER agrees to contract at their own expense with a licensed security agency and bonded parking agent for on site security and parking services.
4. A traffic plan prepared by RENTER shall be approved by the California Department of Highway Patrol 60 days prior to the event.

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Restroom Maintenance, Cleanup and Trash Removal:

1. RENTER shall provide a Cleanup, Recycling and Trash Removal plan to ASSOCIATION to be approved by the ASSOCIATION and County Solid Waste Forty Five Days (45) days prior to the event.
2. RENTER shall provide for adequate portable toilets and hand washing facilities for the event. All permits and approvals by Mendocino County for the facilities shall be provided to ASSOCIATION fifteen (15) days prior to the event.

Food and Beverage:

1. During operations of this contract, RENTER has exclusive permission to operate food and beverage stands. RENTER agrees to utilize at a minimum, six (6) appropriate local food, microbrewers and winery vendors.
2. All food and beverage stands shall obtain the required permits and licenses from the Mendocino County Health Department, ABC, and tax collector.

Merchandise Vending:

1. RENTER has the exclusive permission to operate or sublet merchandise vending booths. All booth revenue may be retained by RENTER. RENTER agrees to sublet at a minimum six (6) vending booths to appropriate local vendors. All vendors shall obtain the required permits and licenses from the County of Mendocino.

WS

RENTAL AGREEMENT BETWEEN THE MENDOCINO COUNTY FAIR AND
APPLE SHOW (ASSOCIATION) AND SIERRA NEVADA WORLD MUSIC
FESTIVAL, LLC (RENTER)

ATTACHMENT D

INSURANCE REQUIREMENTS

Insurance coverage in a minimum amount set forth herein shall not be construed to relieve RENTER for liability in excess of such coverage, nor shall it preclude ASSOCIATION from taking such other action as is available to it under any other provisions of this Agreement or otherwise in law.

RENTER agrees to indemnify and hold harmless ASSOCIATION, its elected or appointed officials, employees or volunteers against any claims, actions, or demands against them, or any of them, and against any damages, liabilities or expenses, including costs of defense and attorneys' fees, for personal injury or death, or for the loss or damage to the property, or any or all of them, to the extent arising out of the performance of this Agreement by RENTER.

RENTER affirms that s/he is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for the Workers' Compensation or to undertake self insurance in accordance with the provisions of the Code and RENTER further assures that s/he will comply with such provisions before commencing the activity described under this Agreement. RENTER shall furnish to ASSOCIATION certificate(s) of insurance evidencing Worker's Compensation Insurance coverage to cover its employees, and RENTER shall require all subcontractors similarly to provide Workers' Compensation Insurance as required by the Labor Code of the State of California for all of RENTER'S and subcontractors' employees.

RENTER shall furnish to ASSOCIATION thirty (30) days prior to rental date certificates of insurance with Automobile Liability/General Liability Endorsements evidencing at a minimum the following:

- a. Combined single limit bodily injury liability and property damage liability - \$1,000,000 each occurrence.
- b. Vehicle / Bodily Injury combined single limit vehicle bodily injury and property damage liability - \$1,000,000 each occurrence.