

# Siskiyou Golden Fair

10<sup>th</sup> District Agricultural Association, State of California  
1712 Fairlane Road, Yreka CA 96097 Phone 530-842-2767 Fax 530-842-4724

February 1, 2020

Dear Prospective Beer Concessionaire:

The 10<sup>th</sup> District Agricultural Association is now accepting applications for the Grandstand Beer Concession stand on a bid basis for the 2020, 2021 and 2022 Siskiyou Golden Fair. Not for profit organizations with a current 501(c) status, recognized by the Internal Revenue Service, that serve in Siskiyou County are encouraged to present proposals.

The bids will be accepted only on the attached form until **2:00 PM on Tuesday, March 17th**, at the fairground's office, 1712 Fairlane Road, Yreka.

The criteria the Fair will use to select the concessionaire is not limited to the highest bid, but will include other considerations such as past experience, number of members, etc. (please refer to attached score sheet). It is extremely important that any and all pertinent information be included on the bid form. The alcohol concession committee, made up of two 10<sup>th</sup> DAA Directors, will score the bids based on information provided on the score sheet.

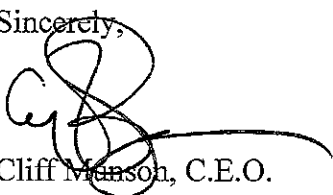
The highest scored organization picked will occupy the Grandstand Beer Concession. The Beer Garden Concession is occupied by the 10<sup>th</sup> DAA Friends of the Fair.

The 10<sup>th</sup> DAA and the Siskiyou Golden Fair reserves the right to decide if an organization qualifies and to reject any and all bids if they are not found to be in the best interest of the Fair.

For any additional information, including prior year bids, contract procedures, etc., please contact the fair office at 842-2767 during regular business hours or you can email us at [info@sisqfair.com](mailto:info@sisqfair.com).

Best of luck and we will be waiting to hear from you.

Sincerely,



Cliff Manson, C.E.O.

Attachments: Bid Package (4 pages), Alcohol Policy (3 pages), Insurance Requirements (3 pages)

10<sup>th</sup> DISTRICT AGRICULTURAL ASSOCIATION/SISKIYOU GOLDEN FAIR  
**GRANDSTAND BEER CONCESSION BID/PROPOSAL SPECIFICATIONS:**

The 10th District Agricultural Association, hereafter referred to as the "Association," is soliciting bids for the operation of the Grandstand Beer Concession for the 2020, 2021 and 2022 Fairs. The contract will be for three (3) years (issued each year).

Proposals may be made by any 501(c), recognized by the Internal Revenue Service, nonprofit organization serving communities in Siskiyou County and must be submitted on, or before, 2:00 PM, Tuesday, March 17, 2020. All bids will be opened by a committee of the Board of Directors at the address below at 4:30 PM, March 17, 2020. **No decision will be made at the time of bid opening as these proposals must be evaluated and presented to the full Board of Directors at its regular March meeting.**

Please clearly mark the sealed envelope: **"GRANDSTAND BEER CONCESSION BID."**

Bids may be mailed, or submitted in person, to the following location:

SISKIYOU GOLDEN FAIR  
10TH DISTRICT AGRICULTURAL ASSOCIATION  
1712 FAIRLANE ROAD  
YREKA, CA 96097

The per keg bid is the amount paid to the Association for each keg tapped on the fairgrounds. Coors, Coors Light, Budweiser and Bud Light must be offered by each concessionaire. Two additional varieties including imported, local or regional microbrews must be added to the bid packet.

Beer cannot be sold in containers larger than 16 ounces and a limit of two cups of beer per person, per purchase is mandated. The cups must be either clearly marked with a beer logo or be totally distinct from any other cup being used by other concessionaires and the contents must be visible. No beer shall be sold in bottles or cans; only from 15.5-gallon kegs or smaller if necessary. Non-Alcoholic beer is the only item that may be poured from bottles to cups and not purchased in keg form.

Beer may be sold beginning on Wednesday starting at 3:00 PM and ending Sunday night, at 7:30 PM. The stands will close at 11:30 PM on Wednesday through Saturday, and at 7:30 PM on Sunday. These hours are mutually agreed upon by the Association, Alcohol Beverage Control Board and local Law Enforcement. By signing a contract, beer concessionaires also agree to this schedule.

The Association reserves the right to investigate the past history and ability of any organization submitting a bid to perform the functions necessary. The Association also reserves the right to reject any or all bids.

**NOTE:** The attached bid form must be used. Bid proposals will not be accepted unless submitted on this form. Send one copy to the Association and keep one for your files. Additional information sheets may be attached if they are necessary.

**DESCRIPTION OF LOCATION:**

The Grandstand Beer Concession booth is located at the south end of the permanent concessions. There are three sides to serve from (two for the fair side and one for the grandstand side during events). There are twelve (12) taps for beer and a walk-in cooler for storage.

**THE SUCCESSFUL BIDDER SHALL ABIDE BY THE FOLLOWING:**

The successful bidder will be issued a contract and needs to review, complete and return to the fair office as soon as possible. They are to provide general liability, property damage, and liquor liability insurance, per the attached insurance specifications to the contract. The Association can make available the required amount of liquor liability insurance at a reasonable rate. Further information may be obtained from the fair office.

Need to submit a copy of their seller's permit and a copy of the current ABC license(s) to the fair office no later than 5:00 PM the Monday prior to fair opening.

Make all arrangements with the local beer distributors and if any changes are made to the bid proposal, they must be approved by fair management. Beer concessionaires will have representation at a meeting, if necessary, with the local beer distributors to ensure smooth operations and communications during fairtime.

Take all precautions to prevent under-age and intoxicated persons from obtaining beer. All members/workers who will be selling, serving, or checking IDs are encouraged to attend License Education on Alcohol and Drugs Program (L.E.A.D.) Training, provided by the Alcohol Beverage Control Board.

The attached Alcohol Management Policies are to be enforced and it will be the concessionaire's responsibility to familiarize all members with these policies. Proper signage must also be in place at beer concession stand.

Daily reports will be turned into the fair office by 11:00 AM each day, accompanied by a copy of the invoices for each beer delivery received the previous day. A final statement from each beer distributor, showing the total number of kegs purchased/delivered and payment made in full is to be on file with the 10th District Agricultural Association by noon the Monday following the fair. Contract holder may display approved organizational materials at the designated booth. If additional items are to be sold, then 22% of the adjusted gross will be paid to the fair with appropriate reports turned in.

Each concession is given forty (40) Admission Passes (good for one gate entrance fee) and two passes for parking. ANY PERSONNEL ABOVE THIS AMOUNT MUST PAY THEIR OWN WAY THROUGH THE ADMISSION GATES. It is the responsibility of the organization to pick up and distribute all passes to their workers. There will be no free admission or holding of tickets at the front office or ticket booths.

Although there will be security and clean-up personnel in the area, it is incumbent on the concessionaire to assist in policing the grounds around the booth and to be careful and vigilant that no situations develop, minor or otherwise, that could become a problem to the concessionaire, or the Association.

The concessionaire is to stop selling beer at a designated closing time nightly or at any time requested by the Fair Management or the Fair security; and is responsible for having the area cleared and cleaned within a half hour following that time. The organization will also be responsible for providing adequate staffing of their booth at all times during the fair.

If the successful bidder(s) currently operate a concession and/or provide any contractual service to the Fair Association, it is possible that operation will be forfeited and will be reassigned to the next qualified organization on the waiting list for a concession or service contract.

There will be no additions, remodeling, screws, nails, etc. added to any part of the grandstand beer concession stand by anyone other than Association employees or approved by Fair Management.

***AT THE DISCRETION OF THE FAIR MANAGEMENT, ANY CONCESSIONAIRE CITED FOR LAW VIOLATIONS MAY BE TOTALLY ELIMINATED FROM ANY FUTURE PARTICIPATION.***

**EXAMPLE FOR FIGURING PROFITS (This is only an example):**

1. Assuming you get 141 cups (16-ounce cups) from each 15.5-gallon keg containing 1,984 ounces.  
And serve 15.5 ounces per cup = 128 cups per keg
  
2. Gross sales: 125 cups @ \$5.00 per cup = \$625.00
  
- Cost of cups @ .10 cents each x 125 cups = (\$12.50)  
(50 @ \$5.00 = .10 cents each)
  
- Assume \$230.00 per keg paid to Fair (\$230.00)
  
- 7.75% sales tax on \$625.00 = (\$48.44)
  
- Approximate cost per 15.5-gallon keg (\$100.00)
  
- Misc. (\$10.00)
  
- Net profit per keg \$224.06**

Assume Grandstand Beer Concession sales at \*88 kegs @ \$224.06 net profit per keg = possible \$17,924.80 profit to the organization.

**NOTE:** This is an estimate and does not take into consideration spillage; waste or consumption that could reduce projected net profit. Insurance cost and ABC fees are not included in this estimation.

**PAST SALES DURING THE SISKIYOU GOLDEN FAIR:**

<b>YEAR</b>	<b>ORGANIZATION</b>	<b>LOCATION</b>	<b>BID PER KEG</b>	<b># OF KEGS SOLD</b>
2014	Siskiyou County Farm Bureau	Grandstand	\$230.00	71
2015	Siskiyou County Farm Bureau	Grandstand	\$230.00	71
2016	Siskiyou County Farm Bureau	Grandstand	\$230.00	83
2017	Siskiyou County Farm Bureau	Grandstand	\$230.00	81
2018	Siskiyou County Farm Bureau	Grandstand	\$230.00	76
2019	Siskiyou County Farm Bureau	Grandstand	\$230.00	67

10<sup>th</sup> DISTRICT AGRICULTURAL ASSOCIATION/SISKIYOU GOLDEN FAIR  
**BEER BID PROPOSAL FORM**

Bidder Name: \_\_\_\_\_ Date: \_\_\_\_\_

Contact Name & Telephone Number: \_\_\_\_\_

**Siskiyou Golden Fair Beer Concession Requirements**

- Domestic Beer will be sold for \$5.00, Craft Beer for \$6.00 and served in a clear plastic 16-ounce cup.
- Organization must submit proof of being a nonprofit with a current 501(c) status, recognized by the Internal Revenue Service, a current SBOE Seller's Permit and serve communities within Siskiyou County.
- Organization will sell a variety of beers: Domestic Beers (Budweiser, Bud Light, Coors Original, Coors Light), Non Alcoholic Beer (is required to be offered but is not part of the maximum and does not occupy a tap), and the remaining taps will be determined at a later date between Fair Management, Beer Concessionaire and the Beer Distributors.

**Beer Bid Scoring Criteria**

\_\_\_\_\_ 1. (30 pts) Organization Qualifications

- Official California 501(c)3 Nonprofit Corporation #  
\_\_\_\_\_
- California Tax and Fee Administration Seller's Permit #  
# \_\_\_\_\_
- Number of Active Members  
\_\_\_\_\_
- Experience Selling Alcohol at public events (please list)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ 2. (30 pts) Bid price per 15.5 gallon tapped keg. (Minimum bid \$230.00)  
\$ \_\_\_\_\_

Official Use only below this line:

\_\_\_\_\_ Score      Committee Rank \_\_\_\_\_      Committee Chair Signature \_\_\_\_\_

## ALCOHOL MANAGEMENT POLICIES

(Revised May 30, 2019)

### I. GOAL

It is the goal of the 10<sup>th</sup> DAA management to educate and provide entertainment while ensuring that patrons attending events held on the fairgrounds have a safe and enjoyable visit in a family atmosphere. The responsible management of alcohol on our fairgrounds is a key component of achieving this goal. It is the responsibility of every fair employee and alcohol contractor to participate in this effort as a team.

Therefore, we would like every fair employee and alcohol contractor to carefully read, and abide by, the following alcohol policies and procedures, designed to assist all of us in preventing and reducing problems associated with alcohol use, and to create a safe family environment for our patrons.

*“Protect Our Patrons, Yourself, Your Organization & Our Fairgrounds”*

### II. POLICIES

#### Admissions

1. Patrons will not be allowed to bring alcoholic beverages on the fairgrounds.
2. Persons found to be obviously intoxicated on the fairgrounds may be assisted, ejected or prosecuted.
3. Persons ejected or removed from the grounds will not receive a refund.
4. Contestants or spectators entering the grandstand area through the contestant gate will not be allowed reentry to the arena through the contestant gate if they are carrying alcohol or appear to be intoxicated.

#### Sale of Alcoholic Beverage

1. Assembly Bill #1221 requires all servers and managers on premise must attend and pass an ABC accredited training and exam. A nonprofit organization that has obtained a temporary daily on-sale license or a temporary daily off-sale license from the department **shall designate a person or persons to receive RBS training prior to the event**, and that designated person or persons shall remain on site for the duration of the event per Section 25682(c).
2. Fair management reserves the right to stop or restrict alcohol sales at anytime.
3. Alcohol license holders will check ID's – the server is ultimately responsible. The ID will never be checked inside a wallet and you will pay attention to the customer and their actions. The FLAG system of checking ID's will be followed:
  - a. F Feel the ID
  - b. L Look at the ID
  - c. A Ask (questions if you feel necessary)
  - d. G Give Back (ID to the customer)
4. All patrons must show bona fide (legally acceptable) ID. An ID is legally acceptable if it:
  - a. Is issued by a **governmental** agency (such as state, federal, etc.)
  - b. Contains the **name, date of birth** and **description** of the person.
  - c. Contains a **photograph** of the person.
  - d. Is currently **valid** (not expired).
  - e. Or a combination of ID's that have matching information (ex. an expired drivers license and a temporary paper issued one or an expired drivers license and an active military ID, etc.).
5. Sales are restricted to those individuals with proper ID and the additional requirements (hand stamp, wristband, etc.) noted on the liquor license issued by the Alcohol Beverage Control Board.

6. Non-alcoholic beer and wine beverages may be sold but patrons must be 21 years of age and show a bona fide identification as specified in Item 4 above, to purchase the non-alcoholic beverages. Examples of legally **acceptable ID's** are: a current driver's license, active military ID card with description, current State issued ID card, or current U.S. Passport (or foreign passport with photo). Examples of **unacceptable ID's** are: temporary driver's licenses, non-photo driver's licenses, birth certificates and school or work ID cards.
7. Do not serve an obviously intoxicated person or a minor – it is against the law! Patrons must be at least **21 years old** to be served alcohol and must not be impaired.
8. A limit of **2 drinks per person**, per purchase will be served. However, one person may pay for additional drinks for another person if they are accompanying them and their ID has been checked.
9. Alcohol service will cease at the time set by the Fair Association and indicated on each licensee's alcohol permit issued by ABC. Alcohol service during fair will cease at 11:30 PM on Wednesday through Saturday and at 8:00 PM on Sunday. Alcohol service during interim events will cease 30-60 minutes prior to the end of the event.
10. Servers must be 21 years old or older to work in the alcohol contractors booth (selling or serving) and may not consume alcohol while on duty.
11. Cups for beer will not exceed **16 oz** and cups for alcoholic beverages must be clear and distinctively different from soft drinks or any other cups being used on the grounds.
12. If a patron shows a false ID, the ID will be temporarily held and law enforcement called. The patron is to be informed of this action and, if he/she remains until law enforcement arrives, law enforcement will make a determination on whether the ID is acceptable. If it is determined that the ID is false, it will be confiscated by law enforcement and appropriate action taken against the patron. If the patron chooses to leave without the ID before security arrives, the ID becomes abandoned property and will be retained.
13. The Area of Control is defined as the area for which a server can visually monitor all activity. The law requires that individual servers monitor their Area of Control and report any questionable or suspicious activity to law enforcement or fair management that is occurring.

### **Enforcement/Intervention**

1. Minors caught drinking will be turned over to law enforcement and citations may be issued and the minor ejected from the fairgrounds. The 10<sup>th</sup> DAA also requests that anyone observed giving alcohol to an underage person while on the grounds be reported to security and that an incident report, or field interview, be filed and that the subject be ejected from the premises.
2. All employers and servers are to notify either their supervisor or security when they observe a person who is impaired or obviously intoxicated.
3. Fair Management will coordinate and communicate with fair security to ensure that policies and procedures are carried out.
4. Documentation by security, alcohol servers, medical personnel, etc. will be completed and submitted to Fair Management for any actual (or potential) incidents.
5. Persons in possession of unlawful items (e.g. weapons, drugs, false ID's) will immediately be reported to security, again with the recommendation that they be cited to the fullest extent of the law and removed from the grounds.
6. Any law enforcement, including an ABC Investigator, has the right to enter the alcohol contractors booth without a search warrant.

### **Public Awareness**

1. Alcohol policies will be posted at all alcohol stands. Examples of policies that will be posted are:
  - a. You must be 21 to purchase alcoholic beverages.
  - b. You will be required to show proof of age before being served alcohol.
  - c. You will be required to show the necessary wristband, hand stamp or identifying mark as requested by the Alcohol Beverage Control Board.

- d. There is a limit of 2 drinks per person, per purchase. However, one person may pay for additional drinks for another person if that person is accompanying them and their ID has been checked.
- f. All alcoholic on the grounds MUST BE served in approved cups. No glass bottles or cans are allowed.
- g. No alcoholic beverages, cans and bottles, will be allowed through any admission gate. Cooler boxes and other large containers will be checked.
- h. No alcohol consumption is allowed in the parking lots.
- i. Intoxicated patrons will not be served. Try to create options for the patron, if possible, point him in the direction of food, or mention to call a friend, etc.

*“No ID, No Service, No Acceptance or Excuse!”*

- 2. Liability of Incident: Criminal Offense goes against the individual/server who is ultimately responsible; Administrative Offense goes against the licensee because they are responsible for their servers/staff; and Civil Offense server and organization can be sued for serving negligently to and intoxicated adult/minor.
- 3. It is the fullest intent of the Board of Directors and Staff of the 10th District Agricultural Association to reduce and control all alcohol related problems upon these fairgrounds and whatever steps they deem necessary will be taken to achieve this goal. Further, information regarding this intent will be disseminated through press releases, public appearances at clubs and organizations, media interviews, school newspapers and by any other feasible means. The above established policy is in total effect during any 10th DAA produced event and all parts that are applicable will also be in force at any interim event where alcoholic beverages are sold.

*“Think Before You Serve!”*



## INSURANCE REQUIREMENTS

### I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter "contract") protecting the legal liability of the State of California, the California Fair Services Authority, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

A. Insurance Certificate - The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:

1. List as the Additional Insured: "That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."
2. Dates: The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**
3. Coverages:
  - a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00-01. Limits shall be not less than **\$5,000,000 per occurrence** for Fairtime Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); **\$5,000,000 per occurrence** for the following types of Motorized Events: automobile races, drifting exhibitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, enduro, pro stock; **\$3,000,000 per occurrence** for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races; **\$3,000,000 per occurrence** for Rodeo Events all types **with a paid gate** and any Rough Stock events; **\$2,000,000 per occurrence** for Rodeo Events All Types **without a paid gate** and with any Rough Stock events and for Swap Meets/Flea Markets held two or more times per calendar year; **\$2,000,000 per occurrence** for the following Motorized

events: car jumping contests/demonstrations of hydraulic modifications to automobiles; **\$2,000,000 per occurrence** for Interim Carnival Rides, Fairtime Kiddie Carnival Rides of up to 6 rides, Concerts with over 5,000 attendees, Rave Type Events All Types, Cannabis Festivals/Trade Shows, Mechanical Bulls, Extreme Attractions All Types that require a DOSH permit to operate, and Simulators; **\$1,000,000 per occurrence** for Rodeo Events All Types **without** any Rough Stock Events; **\$1,000,000 per occurrence** for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

The Certificate of Insurance shall list the applicable policy forms, including endorsements. Any exclusions or coverage limitations, including sub-limits, that apply to the contractor/renter's activities, or business to be conducted under the contract or rental agreement/lease, must be listed in the Certificate of Insurance. If there is a self-insured retention or deductible in the contractor/renter's coverage equal to or in excess of \$100,000, the self-insured retention/deductible amount shall be included as part of the Certificate of Insurance. A copy of the contractor/renter's policy declaration page containing this information as an attachment/exhibit to the Certificate of Insurance will be acceptable, provided it contains all the aforementioned information.

- b. Automobile Liability - Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 00-01, Symbol #1 (Any Auto) with limits of not less than \$1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.
  - c. Workers' Compensation - Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.
  - d. Medical Malpractice - Medical Malpractice coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving medical services.
  - e. Liquor Liability - Liquor Liability coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.
4. Cancellation Notice: Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.
  5. Certificate Holder:
    - For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder.
    - For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.

6. Insurance Company: The company providing insurance coverage must be acceptable to the California Department of Insurance.
7. Insured: The contractor/renter must be specifically listed as the Insured.

OR

- B. CFSA Special Events Program - The contractor/renter obtains liability protection through the California Fair Services Authority (CFSA) Special Events Program, when applicable.

OR

- C. Master Certificates - A current master certificate of insurance for the contractor/renter has been approved by and is on file with California Fair Services Authority (CFSA).

OR

- D. Self-Insurance - The contractor/renter is self-insured and acceptable evidence of self-insurance has been approved by California Fair Services Authority (CFSA).

## **II. General Provisions**

1. Maintenance of Coverage - The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.
2. Primary Coverage - The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.
3. Contractor's Responsibility - Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve

contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**

4. **Certified Copies of Policies** - Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

### **III. Participant Waivers**

1. For hazardous participant events (see subsection 4. below), the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter.
2. Contractor/renter shall ensure that any party renting space from the contractor/renter with, or for, hazardous participant events (see subsection 4. below) obtains a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events and provides a copy to the contractor/renter.
3. The contractor/renter shall provide copies of all executed release and waiver of liability agreements required under subsections 1. and 2. above to the Fair at the end of the rental agreement.
4. Hazardous participant events include, but are not limited to, any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Freefall Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority, Risk Management Department at (916) 921-2213 for further information and for CFSA Release and Waiver Form.