



# COMMERCIAL EXHIBIT SPACE

2012 OFFICIAL RULES  
&  
REGULATIONS

SEPTEMBER 19<sup>TH</sup> ~ SEPTEMBER 30<sup>TH</sup>

ALL RULES AND REGULATIONS ARE SUBJECT TO CHANGE

# 15<sup>th</sup> DAA – Kern County Fair 2012 Official Exhibit Rules and Regulations

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## 15<sup>th</sup> DAA – Kern County Fair 2012 Official Exhibit Rules and Regulations

*Read these Rules and Regulations carefully, be informed, inform all your employees and volunteers, and ask questions on any particular matter you do not fully understand.*

### A

**Advertising Materials:** No person shall be permitted to distribute advertising matter, handbills, coupons, fliers, tokens, or other material at the *Kern County Fair*, except **from their contracted exhibit booth or display space**. Tracking or posting of any advertisement, bill, sign, banner or printed matter other than within the contracted space is prohibited. No one shall be allowed to solicit or distribute materials in aisles or while roving on the grounds. Anyone violating this rule is subject to removal from the Fairgrounds. It is your responsibility to be knowledgeable of the formal regulations, which are listed herein. It is also important to have all representatives, employees and volunteers working in your exhibit to be aware of these rules and regulations. All regulations will be **STRICTLY ENFORCED**. Disregard of any regulations or misrepresentation on the part of the exhibitor will forfeit all privileges granted, fees paid, and rights to further participation in this and future fairs.

**Alcohol or Controlled Substances:** At no time is alcohol or illegal drugs/controlled substances to be consumed or kept within your contracted space. **Violation of this policy will result in a \$500.00 fine and/or immediate expulsion.**

**Applying for Space:** All questions on the Commercial Exhibit application must be answered completely, signed and returned. Upon receipt the application will be dated, reviewed and maintained in an active file for the remainder of this fair year. Participants from the prior year must re-apply for space by returning the application and a nonrefundable deposit by a set deadline. Once exhibit space has been assigned, Exhibitor CANNOT move without approval by Fair Management.

- **Selection Process:** All applications go through a selection process (not a first-come, first-serve basis). A selection committee reviews applications and makes selections based on the following criteria:
  - Product balance within the fairground
  - Uniqueness and appeal of product
  - Space availability
  - Application presentation
  - Financial responsibility and all contractual obligations
  - Conduct business in an ethical and professional manner
  - Professional looking booth display

Any returning participant who has not met their financial commitments when due or legal provisions to the Fair can/will be excluded from future participation.

**The Kern County Fair reserves the right to make all decisions with regards to the allocation and assignment of exhibit locations in the buildings or on the grounds with respect to the best interests of the Kern County Fair.**

### B

**Balloons and Decorating:** Balloons cannot be given away under any circumstances. All balloons decorating inside and outside buildings **MUST** be pre-approved by Fair Management and helium tanks are not permitted in commercial buildings. Balloons or blimp-like advertising **MUST** be pre-approved by Fair Management. The Kern County Fair will not be responsible for the loss or damage of any decoration material.

**Board of Equalization:** All Exhibitors must file for a California State Seller's Permit number; even if you only take leads for future business while at the Fair and **do not sell** a physical product on Kern County Fair grounds. Prior to loading in or setting up, a copy of your seller's permit form must be on file with the Kern County

## 2012 Exhibit Rules and Regulations

Fair Office. For information and seller's permit applications call the State Board of Equalization at 800.400.7115. Their web site is [www.boe.ca.gov](http://www.boe.ca.gov)

**Building Temperatures:** Building temperatures will be kept at one setting for the entire duration of the fair, so dress accordingly.

**Business Name Signage:** Each commercial exhibitor must post a sign; visible to the public, with their company name as it appears on the Rental Agreement/Contract and Certificated of Insurance with the Kern County Fair. These signs must be of a professional manner no handmade signs will be allowed.

## C

**Cable Services:** No cable service is available in any building or on the grounds. All cable lines installed must be pre-approved by Fair Management. Satellite dishes must be pre-approved by Fair Management. Any and all satellite dishes that are attached to a building, structure, etc. **MUST** be removed at the close of Fair. These areas will be inspected for damage. Exhibitor will be responsible for paying for any damages.

**Cancellation:** It is further understood and agreed that should the Exhibitor fail, neglect or refuse to pay their exhibit location fees at the time and in the manner it becomes due, or neglect, fail, or refuse to open and/or conduct business in said space as agreed, Fair shall retain all monies herein as liquidated damages. The parties agree that the above is considered a material breach and the Fair may terminate said Rental Agreement/Contract and reassign said space to another party and not invite back as a Commercial Exhibitor during any future fair.

**Cleanliness:** The Kern County Fair furnishes janitorial service for the aisles in the buildings and areas used by the public; it is up to you to keep your booth clean and clear of debris. Trash containers are provided for this purpose. Break down boxes and stack them neatly at or near back door of exhibit buildings. Those demonstrations that require food and vegetables must provide their own, clearly marked, leak-free garbage cans. These must be large enough to handle a full day's operation.

**Closing Night:** EXTREME CAUTION SHOULD BE EXERCISED ON CLOSING NIGHT! Exhibits may not be dismantled before **10:00 pm**. NO CARS OR TRUCKS WILL BE ALLOWED ON THE FAIRGROUNDS BEFORE 1:00 AM.

## D

**Damages:** You agree to promptly reimburse and pay the Kern County Fair for any damages to Fair property or equipment that you, your employees or your agents cause during the term of your Rental Agreement/Contract by billing invoice by October 7<sup>th</sup> of contract year.

**Deliveries:** Deliveries are accepted no more than 5 (five) days prior to the first day of the Fair. All delivered boxes or cartons will be stored in the **Maintenance Department for pick-up call maintenance at 661.833.4940**. Large deliveries must be arranged for in advance if a forklift is required. Be sure to give company name, building number, space number, and person receiving shipment of product to the Kern County Fair. Make sure all packages are addressed as follows:

- (Exhibitor's Business Name)
- c/o Kern County Fair
- Building #\_\_\_ Space # \_\_\_\_\_
- 1142 South "P" Street
- Bakersfield, CA 93307

**~ NO C.O.D. DELIVERIES WILL BE ACCEPTED ~**

**Deposit:** Exhibitor agrees to pay a **nonrefundable** \$500 deposit per exhibit space and the remaining balance is due and payable before date specified in Form F-31 Rental Agreement/Contract, usually in one (1) month (30 days). Any agreement issued after August 1<sup>st</sup> will be due immediately upon signing of Rental

## 2012 Exhibit Rules and Regulations

Agreement/Contract. No personal or company checks will be accepted after August 1<sup>st</sup>. Exhibit fees thereafter must be paid in cash or by MasterCard®, VISA® or American Express® credit card. The Fair will charge \$20 on all checks refused by the bank.

**~ THERE ARE NO REFUNDS ON EXHIBIT SPACES ~**

**Demonstrations, Pitch and Sound Devices:** All **sound producing devices** such as radios, televisions, microphones, stereos and public address systems are subject to the approval of the Fair Management and volumes will be monitored and controlled so they do not interfere with the public or your neighboring Exhibitors.

- Guidelines to use amplification to conduct business: All speakers must be in the rear of the booth or stand pointing down towards the ground and the volume must remain at the level designated by the Fair. If interference exists or persists, the Fair reserves the right to revoke your privilege of using any sound devices at any time.
- A **demonstration** area must be organized **within the exhibitor's space** so as not to interfere with any traffic aisle, and sampling or demonstration tables must be placed **a minimum of 2' BACK** from the aisle line. Should spectators or samplers interfere with the normal traffic flow in the aisle or overflow into neighboring exhibits, Fair Management will have no alternative but to request that the presentation or sampling be eliminated. These are limited and subject to the approval and regulation of the Fair Management.

**Donation/Fund raising for your favorite charity:** Are not permitted unless pre-approved by Fair Management.

**Drawings, Prize Offerings and Lead Gathering:** Drawings and lead gathering information forms may only ask for name, address, email and phone number.

- Signage must indicate type of program patrons are registering for (i.e. timeshare, membership, real estate development, etc.) and state: "winners need not be present to win" and "No purchase necessary".
- Free drawings must be held at the booth/space during fair hours in front of a public audience. Winner's name, address and phone number must be submitted to the Commercial Exhibit Office by Sunday, September 30, 2012 by 10pm closing night of the Fair or by 10pm the day of each drawing if multiple drawings are conducted. Holding your drawing after this deadline makes it invalid and may affect your ability to hold drawings at future Kern County Fairs. You and you only, must conduct all drawings. Any information obtained from the drawing entry form is to be used strictly by you and is not to be sold or given to another company or individual except for the Kern County Fair. You also agree that there will be no games, gambling, or any other activity on the premises in which money is used as a prize or premium, nor can you buy back discount coupons for cash.

Raffles are not allowed under any circumstances. Only free drawings that comply with all applicable federal, state and local statutes and ordinances will be permitted. Failure to abide by any of the above guidelines will jeopardize any use of drawings in future fairs.

**~ NO SPINNERS/WHEELS OF FORTUNE, ETC. ARE PERMITTED ~**

## E

**Evaluations:** The Kern County Fair always strives to produce a quality, attractive and family oriented event. With this in mind, all booths will be photographed and will be evaluated during the fair. Evaluations are based on the general appearance of the booth, management practices, personnel and compliance with the rules and regulations. Please make sure your employees know how important these evaluations are for your future participation at the Kern County Fair.

Evaluations are based on but not limited to the following:

- Customer service
- Professional display
- Company name displayed in booth

## 2012 Exhibit Rules and Regulations

- Appropriate paperwork and payments completed on time
- Operation confined to assigned space
- Posted notice of exchange/refund policy
- Conduct of exhibitor and personnel
- Appropriate attire of personnel and staff cleanliness
- Noise level of microphone and amplification devices
- Observation of hours of operation
- Sale and display of approved items only

**Exclusive Items:** Helium filled balloons, inflatable blow-up toys, light-up items and glow-in-the-dark novelty items are covered under the 15<sup>th</sup> District Agricultural Association's Novelty Contract as exclusive items for sale by that contractor only. **NO other product/item is exclusive inside or outside and your neighbor may have a similar product.**

**Exhibit Design, Limitations and Equipment:** We've established design and presentation parameters that create a festive yet professional atmosphere for our fairgoers. Your adherence to these guidelines is vital to the continued high-quality environment of the Kern County Fair. Your exhibit design must match the approved application and photographs that you submitted to the Kern County Fair. We cannot allow you to make any alterations, improvements or permanently affix any personal property to the premises.

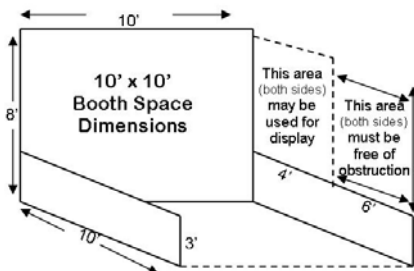
- **Commercial Buildings:**

For each 10'x10' booth fair provides:

- Pipe and drape
  - 8' high draped back wall
  - 4' high draped side partitions
- Overhead lighting adequate for all ordinary purposes is provided. There is one 110v, 60 cycle AC outlet in each booth (maximum electrical load per 10' booth: 700 watts). Some booths may need extension cords that Exhibitor must provide. Extension cords used to distribute power to electrical apparatus shall be rated 15 AMPS minimum and contain a ground wire. Cords not meeting these requirements shall be confiscated for the duration of the Fair.
- The Fair **does not** provide chairs or tables.
- **No "pop-ups"** are permitted inside commercial exhibit buildings. The "pop-up" frame is allowed.

**Booth Limitations:**

- Display heights at rear of booth shall not exceed 8' in height  
With pre-approval from Fair Management an additional 3' may be added to the height as long as the air flow is not restricted and nothing is attached to the walls. The exception being exhibitors approved to sell products such as flagpoles and ladders
- Side partitions and display material shall not exceed 3' in height for a distance of 6' (72") from front of booth
- Merchandise is permitted on the sides partitions of booth, not to exceed 8' in height for a distance of 4' from the rear of the booth
- No merchandise or displays are permitted to be hung from the pipe or drape
- No part of the display shall extend beyond 10' into the aisle per State Fire Marshall



- **Outside locations:**

- Adequate lighting for ordinary purposes is provided along street/grass areas. For each 10'x10' outside space the fair provides one (1) 110v, 60 cycle AC outlet near each Exhibitor booth (maximum electrical load per 10' outside booth is 700 watts). Exhibitor to provide own extension cords. Extension cords used to distribute power to electrical apparatus shall be rated 15 AMPS minimum and contain a ground wire. Cords not meeting these requirements shall be confiscated for the duration of the Fair.

## 2012 Exhibit Rules and Regulations

- **La Villa Festiva:**

- Adequate lighting for ordinary purposes is provided in the *La Villa Festiva* areas. For each 10'x10' outside space the fair provides one (1) 110v, 60 cycle AC outlet near each Exhibitor booth (maximum electrical load per 10' outside booth is 700 watts). Exhibitor to provide own extension cords. Extension cords used to distribute power to electrical apparatus shall be rated 15 AMPS minimum and contain a ground wire. Cords not meeting these requirements shall be confiscated for the duration of the Fair.
- For each 10'x10' space fair provides (through outside contractor and for an additional fee) one (1) overhead canopy with four (4) 10' side walls.

**If licensee/exhibitor is responsible for ANY damage done to the Fairground's equipment and/or electrical system, licensee/exhibitor will be billed for the amount it costs the Fair to repair and/or replace damaged items, plus labor; said bill is due and payable before October 7<sup>th</sup> of contract year.**

**NO SANDWICH BOARD ADVERTISING IS PERMITTED  
OUTSIDE ANY CONCESSION STAND OR EXHIBIT SPACE**

### **Exhibit Set-Up:**

- Friday, September 14<sup>th</sup> thru Monday, September 17<sup>th</sup>, 8:00 am to 9:00 pm
- Tuesday, September 18<sup>th</sup> 8:00 am to 10:00 pm
- Cargo Doors will be closed to vehicles after 5:00 pm Monday, September 17<sup>th</sup>
- Entrance/exit doors are only 4' wide and will only accommodate hand carts or dollies for deliveries

**Early planning** and exhibit construction will avoid last minute confusion. Materials needed in the preparation of exhibits such as lumber, wiring, light fixtures, **tables, chairs**, etc., are NOT available on the Fairgrounds. It is advisable to wait until the day before opening to bring in merchandise and small portable articles. Even with security service we are not able to guarantee security of your property.

**Exhibitor's Daily Admission and Parking Passes:** Daily Admission and Parking Passes may be picked up at the Will Call Office in the Administration building:

- Wednesday, September 12<sup>th</sup>, 10:00 am to 4:00 pm
- Everyday during the fair, 10:00 am to 6:00 pm
- **ISSUED PASSES CANNOT BE TRADED.** The sale of passes is a violation and deemed a breach of the rental agreement/contract and the Kern County Fair will take necessary action.

10' x 10' SPACE  
Total 50 Daily Admissions  
Total 50 Daily Parking

10' x 20' SPACES  
Total 90 Daily Admissions  
Total 50 Daily Parking

10' x 30' SPACES  
Total 96 Daily Admissions  
Total 60 Daily Parking

**Exhibitor Responsibility:** THE EXHIBITOR'S RESPONSIBILITIES CAN BE SUMMED UP VERY SIMPLY

***PRACTICE THE GOOD NEIGHBOR POLICY!***

## **F**

**Fair Logo:** The use of the name "*The Great Kern County Fair*" and any associated logos are is not allowed without prior written approval from Fair Management.

**Fair Property:** All drapes, frames, electrical fixtures, outside canopies and side walls (Villa) and plumbing fixtures (except those furnished by the licensee/exhibitor) are the property of the Fair and show suppliers and are not to be removed. Any such items listed as missing during the Fair will be charged to the licensee/exhibitor occupying the space.

## 2012 Exhibit Rules and Regulations

**Fire and Safety Regulations:** The Health and Safety Code of California will govern all exhibits. All decorative materials must be noncombustible or flameproof. UNDER NO CIRCUMSTANCE MAY CREPE PAPER BE USED FOR DECORATION. All electrical installation shall conform to the Electric Safety Code of the State of California.

**Fire Marshal Regulations:** The State Fire Marshal (SFM) has jurisdiction at the Kern County Fair facility. The following guidelines are provided for your convenience, but there are lots more where this came from. For a complete listing of applicable SFM regulations visit the website [www.fire.ca.gov](http://www.fire.ca.gov). Do not block fire lanes at any time; this includes load-in and load-out days. Any vehicle left unattended will be towed at owners' expense.

- SFM may enter any portion of any exhibit space or booth on the grounds of Kern County Fair at any time for the purpose of inspecting the premises for fire and life-safety.
- No display of exhibit shall be installed or operated that will interfere in any way with access to any exit or with the visibility of any EXIT sign.
- No display shall block access to firefighting equipment, such as fire extinguisher stations, fire alarm pull station, fire hose cabinets and fire hydrants.
- Any paper or fabric used in displays or exhibits must be fire resistant or treated with an approved fire retardant solution prior approval by SFM is required.
- Electrical equipment and installation will be inspected and approved by a qualified person acceptable to SFM.

**Forged Credentials:** Exhibitor will be responsible for reimbursement to the Kern County Fair the full gate or parking charge on any/all forged credentials. Exhibitor should list the name and credential number issued to each employee or volunteer who participates in your exhibit area.

**Forklift:** If you need a forklift you will need to make arrangements on your own as the Kern County Fair does not provide forklift equipment.

## G

**Gate 32-A Parking Permits:** Can be purchased from the *Will Call* office for \$60.00 each, a rental agreement/ contract number will be required. Check the number of daily admissions and parking passes prior to purchasing more tickets to avoid duplication of purchases. Per parking rules and regulations, parked vehicles without a Gate 32-A Parking Permit is subject to being towed at owner's expense. In the event of a violation of this rule, Fair Management may, at its' sole discretion, impose a **\$100.00 penalty fee** (per violation) and/or revoke the Gate 32-A Parking permit privilege.

**Gifts/Gratuities:** Policy prohibits Fair staff from receiving free food, beverages or gifts. PLEASE DO NOT PLACE OUR STAFF IN A COMPROMISING POSITION BY OFFERING GIFTS OR GOODS AT NO CHARGE.

## H

### **Hours of Operation:**

Monday through Thursday	3:00pm to 10:00pm
Friday, September 21	10:30am to 11:00pm
Friday, September 28	3:00pm to 11:00pm
Saturdays	Noon to 11:00pm
Sundays	Noon to 10:00pm

## I

**Insurance and Liability:** Exhibitors must obtain public liability and property damage insurance, according to the Insurance Statement, and submit a Certificate of Insurance to the Commercial Exhibits Department with the

## 2012 Exhibit Rules and Regulations

correct verbiage **"That the State of California the 15<sup>th</sup> District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fair, or California Exposition and State Fair, their directors, officers, agents, servants and employees are made additional insured, but only insofar as the operations under this contract are concerned."** before Exhibitor will be allowed to pick up their **passes** or **set-up** their exhibit. Insurance is available through the Fair and can be purchased by Visa®, MasterCard®, American Express® or a Personal Check made out to "Kern County Fair". Insurance information will be included in your final Rental Agreement/Contract. **Commercial Exhibit Department must have Insurance Statement by September 1, 2012 and it must include set-up and tear down time (September 14<sup>th</sup> thru October 2<sup>nd</sup>).**

## J

**Janitorial Services:** The Kern County Fair provides janitorial service for aisles in the buildings and areas used by the public. It is your responsibility to keep your booth clean and clear of debris.

## L

**Labor:** Exhibitors who need additional personnel to man exhibits will find a file of local people desiring work at the *EMPLOYMENT DEVELOPMENT DEPARTMENT* – 661.395.2804, *LABOR READY* – 661.327.0409 or *LABOR FINDERS* – 661.326.4870.

- **Training:** Exhibitor shall train and closely supervise all employees and volunteers so that they are aware of and habitually practice the highest standards of cleanliness, courtesy, and service required. Exhibitor will provide an adequate number of personnel in the exhibit booth to properly service and attend to the fair patrons.

**Late Fee:** **\$100.00 Late Fee** will be invoiced to concessionaire/commercial exhibitor if the required Rental Agreement/Contract and Certificate of Insurance are not received by the deadline on the final Rental Agreement/Contract the only exception will be if annual renewal is in September.

**Liability:** The Kern County Fair is not responsible for loss or damage to your property. The parties agree that the Rental Agreement/Contract does not convey, demise or let any interest of the Kern County Fair in any real property, and occupancy of premises by Exhibitor, the acceptance of rent or commission by the Kern County Fair during the term of, or under any holdover under, this Rental Agreement/Contract shall not confer on the Exhibitor any title, interest, or right in real property against the Kern County Fair.

## M

**Merchandise:** Because we want all of our exhibitors and concessionaires to have a successful and profitable fair, you may not give away or sell any items that will create unfair competition for our food vendors, novelty contractors and game vendors. With that said, the following items, candy, popcorn, nuts novelties, balloons, colored postcards or souvenirs, tee shirts, photo buttons, plush animals, badges, canes, whistles, beach balls, small plastic toys, inflatables, patches, bumper stickers, decals, hats and any other item that could create the aforementioned unfair competition. You are not allowed to sell, give away or display any items not specified in your Rental Agreement/Contract. It is also very important for us to keep a diverse mix of products in the Fair. Layout changes may result in your number of booths being reduced. Commercial Exhibitors will not be granted exclusive rights to exhibit, promote, demonstrate and/or sell products or services.

**Mailing Lists:** Solicitation will not be permitted except by special arrangements with the Fair, and any such permission will be revoked if conditions are misrepresented or not strictly adhered to.

## O

**Opening Day Move-in Fee:** No commercial exhibitor will be permitted to set-up inside or outside on opening day of fair, Wednesday, September 19<sup>th</sup>. If renter/exhibitor is allowed by Fair Management to move-in on

## 2012 Exhibit Rules and Regulations

Opening Day a \$250.00 fee will be assessed and payable prior to move-in and must be paid in cash or by MasterCard®, VISA® or American Express® credit card.

**Offensive Items:** The Kern County Fair is a Family Venue and as such we reserve the right to prohibit the sale, rental or display of any item that we reasonably deem objectionable from the standpoint of taste, quality or compatibility with the Kern County Fair. Please note that we will not exercise this right for the purpose of controlling the economic return or to protect exclusive licensing or similar arrangement between the Kern County Fair Management and others. Some items that will not be considered for sale, giveaway or rental include but are not limited to: weapons of any kind, stun guns, lasers, high-powered water guns, rubber band guns, toy guns, products made from any endangered animals, pornographic or drug-related items.

# P

**Pets:** Pets are not permitted within the Fairgrounds at anytime, with the exception of service, guide, signal dogs/animals and they must be clearly identifiable. Animals are not permitted on the grounds unless they are part of an authorized event, (pet shows, adoptions, etc.) animals must be penned, crated or on leashes at all times. Pets in the R.V. area must be leashed or fenced at all times. Owners must clean up after their pets.

**Product Sales/Restriction:** If a rental agreement/contract is issued, only the products listed on the rental agreement/contract may be sold, displayed, or given away. If you have requested to sell certain items on your application that are not listed on your rental agreement/contract, you may not sell those items. All requests must be in writing and **no changes after September 1<sup>st</sup>**.

**Items that will not be considered for sale are:**

- **No object** that could be used as a weapon. Any type of weapon or weapon-like object (stun-guns, switchblades, brass-knuckles, high-powered water guns, or any plastic, wood or metal toy guns), toy products made from any endangered animal, pornographic or drug-related items (marijuana tee-shirts, jewelry, roach clips, etc. drug paraphernalia of any kind, i.e. hash pipes, bong), offensive tee-shirts (sexually suggestive or drug related). **These items are not to be available for sale, on display, nor kept within the confines of the Kern County Fair. Furthermore, selling or giving-away any type of weapon or weapon-like object can result in immediate removal of your commercial exhibit or concession area.**
- **Adhesive Stickers:** Bumper stickers of any type or sticker souvenirs cannot be given away. All materials designed to be stuck to walls, car bumper stickers with adhesive backing or decals will not be approved for distribution. These items can only be **sold**.
- **Ear Piercing and Tattooing:** Ear piercing and permanent tattooing is prohibited by any licensee, exhibitor by policy of the Kern County Fair.
- **Magnetics: NO magnetized** body art/jewelry (lip; nose and ear) will be permitted for sale or give-away by ANY exhibitor/vendor/concessionaire.
- **Laser Apparatus:** laser pens; scopes; pointers or any form of laser apparatus is strictly forbidden to be sold or given away on the Fairgrounds as per California Law PC417.25. Violation will result in immediate removal of exhibit or concession area.

The Fair reserves the right to require the removal of any materials and to prohibit any demonstrations it deems inappropriate or offensive to public health, safety or morals. Such matters include, but are not limited to, "How To" publications relating to bombs, illegal weapons, the modification of legal weapons etc. Neither the Kern County Fair nor any of its officers, agents or employees shall be liable to the licensee/exhibitor through the exercise of such rights. Violations will be considered grounds for cancellation of rental agreement/contract and all monies paid will be forfeited to the Kern County Fair.

**Product Sampling and Food Demonstrations:** All food and drink sampling in an exhibit booth, as part of their operation are required by law to obtain a "**Temporary Food Service Permit**" from the *County of Kern Environmental Health Services Department*. Questions regarding health issues and permits should be directed to the *County of Kern Environmental Health Services Department* at 661.862.8700.

## R

**Refunds, Returns or Exchanges and Sales Agreements:** Your refund/return policy must be posted and visible for public view. You must provide all customers with a telephone number and address should they have questions. Your refund/return policy must also be stated on the sales receipts or in the brochures you give to the customer.

**Restocking:** Buildings 2 and 3 are open, to vendors, at 8am everyday for the purpose of restocking. No vehicles are permitted on the grounds after 9:00am. During fair hours you must use handcarts to transport items from parking areas or storage lots to your location. THIS IS STRICTLY ENFORCED.

**Returned Checks:** There is a \$20.00 administrative fee for each returned check regardless of reason. Additionally personal and business checks will no longer be accepted.

**RV Parking:** There are no facilities for overnight parking in the paid parking lots. A limited number of exhibitors, concessionaires can park in the RV/Camper lot, located near Gate 32-A, at a cost of \$300.00 per unit upon arrival.

- No prepayment or reservations will be taken.
- Electric/Utilities are limited. Power and water in the RV/Camper area is on a first come, first serve basis.
- Exhibitors/Concessionaires will be responsible for all pumping charges.
- The *Kern County Fair* will not be responsible for monitoring your RV/Camper.
- Pets in the R.V. area must be leashed or fenced at all times. Owners must clean up after their pets.

## S

**Sales Slips:** Sales slips must be furnished with each purchase. This is for the Exhibitor's protection as well as that of Kern County Fair. Sales slips should indicate company name, address and phone number as it appears on the Rental Agreement/Contract and Certificated of Insurance with the Kern County Fair.

**Sampling:** If you hand out prepared or pre-packaged food samples you will need to a Health Permit contact Kern County Environmental Health Services Department at 661.862.8700 or e-mail at [eh@co.kern.ca.us](mailto:eh@co.kern.ca.us)

**Security:** Fair provides 24 hour routine security for its buildings and grounds, however, the Kern County Fair shall not be responsible for loss or damage to exhibitor's property. Exhibitor is responsible for obtaining any insurance necessary for property loss or damage. You must not leave your booth unattended at any time during operating hours. Plan to lock up any valuables or items that may be carried away by hand. Small items should be placed to the rear of the booth or under the counters at night.

**Smoking:** As a State facility, the Kern County Fair does not permit smoking within any covered structure or building. Smoking is prohibited within 20' of main entrance, exits, and operable windows of any building that is owned, leased and occupied by the State of California. The consumption or possession of alcohol or a controlled substance is strictly prohibited in any area of the Kern County Fair. **Violation of this policy will result in a \$500.00 fine and/or immediate expulsion.**

**Stock Truck Parking Permit:** If you plan to park a Stock Truck on the Kern County Fairgrounds you will need a Stock Truck Parking Permit, for a fee of \$75.00, you must check in with the Credential/Business Office prior to parking for the permit purchase and direction to the Stock Truck Parking area. Stock Truck Parking Permits must be visible on the vehicle. **Any Stock Truck vehicle without a permit will be fined \$100.00.**

**Storage:** The Kern County Fair does not provide any storage, you will need to make arrangements, at your own expense, to store all excess boxes, cartons and/or merchandise either in your booth and out of the public view or in a stock truck.

**Sublease/Booth Sharing:** Licensees are strictly prohibited from sublease or assigning, or apportioning the whole or part of their contracted space to any other business or individual. Exhibitor shall not voluntarily or by

## 2012 Exhibit Rules and Regulations

operation permit the premises to be occupied by anyone other than Exhibitor's employees. Exhibitor shall not use or permit the premises or any part thereof to be used for any other purpose or under any other trade name whatsoever except as listed on the rental agreements/contract.

### T

**Telephone Service:** *Golden Empire Communications* serves all of the telephone needs for the Kern County Fair. Telephone service may not be available in certain locations on the Fairgrounds or in the commercial exhibit buildings. In the commercial exhibit building service is only available along the walls. To order phone line service please call *Golden Empire Communications* at 661-322-6362 or fax request to 661-322-7264 one (1) month in advance to move-in.

**Tip Jars:** There will be no placing of "tip" jars, towels on counter top or anything written that encourages tips in any exhibit booth. Though tips may be gratefully accepted, the solicitation of "tips" either visually or vocally on the Fairgrounds is strictly prohibited, and will result in a **fine of \$50.00**.

**Training:** Exhibitor shall train and closely supervise all employees and volunteers so that they are aware of and habitually practice the highest standards of cleanliness; courtesy; and service required. Exhibitor will provide an adequate number of personnel in the exhibit area to properly service and attend to the fair patrons.

### V

**Vehicle Rules:** To ensure safe Fairgrounds for both the public and all who work here, the following vehicle rules apply at all times:

- You can restock your exhibit space prior to 9:00 am each day of Fair. No vehicles are permitted on the grounds after 9:00 am. THIS IS STRICTLY ENFORCED.
- The maximum speed limit is 15 MPH, and pedestrians always have the right-of-way.
- All roadways on the Fairgrounds are fire lanes, and any vehicle parked in or blocking a fire lane is subject to being towed away at the owner's expense.
- There is no parking on the grounds. All vehicles are to be parked in a designated lot/area.
- **PARKING CREDENTIALS ARE NONTRANSFERABLE.** Any vehicle found with an unauthorized or counterfeit parking credential will be towed away at owner's expense. In addition, the registered purchaser of authorized credentials is liable for a fine up to the full face value of said credential.
- Do not pass a stopped tram. Treat a tram as you would a stopped school bus.

**Violation of "2012 Official Rules & Regulations":** The *2012 Official Rules & Regulations* have been made part of the Rental Agreement/Contract. Non-compliance with any part of the rule and regulations is considered a breach of the Rental Agreement/Contract and may be cause for termination. Violations of the 2012 Official Rules & Regulations may result in:

- A fine, which will be due and payable prior to opening of exhibit the next day, depending on violation.
- Upon review by Fair Management, you may be asked to leave without a refund.
- Consideration for future Kern County Fair stand/booth may be jeopardized.

### W

**Water and Like Liquid Products:** Exhibitors offering water samples or like liquid products cannot dispose of unused water/like liquids into Fair trash receptacles. All water/like liquids must be disposed of into a bucket on exhibit site and removed from the building at the end of the day. Water/like liquid disposal in Fair trash receptacles causes leakage that is a health and liability hazard. PLEASE MOP UP SPILLS!  
SPAS OR SMALL POOLS REQUIRING WATER ARE NOT ALLOWED INSIDE THE COMMERCIAL EXHIBIT BUILDINGS.

**Water Hose:** Water hoses must be NSF green or NSF approved with green tape that can clearly be identified by the *County of Kern Environmental Health Services Department* inspectors. No garden hoses are permitted.

## 2012 Exhibit Rules and Regulations

### **Wireless Network:** Wireless user guide:

Wireless Network: **KCFGuest**  
DISREGARD NOTICE OF INVALID CERTIFICATE

#### **Register Users:**

Log in with your user name and password  
(Located at the top left of the welcome screen)  
User name is your email address

Pricing schedule is Subject to Change

#### **New Users – Connect to KCFGuest, start your web browser then...**

Register as a new user by selecting "Create New Account"  
Select the type of account you wish to register (a)  
Enter your email address and desired password (b)  
Click Proceed to verify account details (c)  
Enter billing information to complete registration (d)

**Work Permits:** Minors under the age of 18 (required to attend school) may not work or volunteer without a valid work permit "Statement of Intent to Employ and Work" and a "Request for Work Permit" (CDE B1-4) California Education Code (EC) 49110(c) and be available for inspection. You are also required to adhere strictly to all applicable child labor laws.

**Workers' Compensation Insurance:** "Workers' Compensation coverage shall be maintained covering contractor/renter's has employees, as required by law." As stated in Item I.A.3 #c Workers' Compensation (California Fair Services Authority). You are required to provide a copy of Workers' Compensation or sign the Workers' Compensation Exempt Statement.

**Workplace Harassment Policy:** The Kern County Fair is committed to providing a workplace that is respectful of all. Offensive or harassing behavior towards any employee or volunteer will not be tolerated. This policy also applies to vendors, Concessionaires, event guests, entertainers, volunteers and other business partners who enter our workplace.

Offensive conduct or harassment of a sexual nature, or based on race, color, religion, age, gender, sexual orientation, national origin, disability, veteran status or any protected status is strictly prohibited. This may include but is not limited to offensive or inappropriate:

- Physical actions or requests for sexual favors
- Written words, graphics or pictures
- Verbal statements including jokes or slurs

Complaints should be made to the Human Resources Department or a member of the Kern County Fair Management Staff where they will be immediately investigated. Workplace harassment by a Kern County Fair business partner, including vendors and Concessionaires is a violation of the policy and could lead to dismissal from the event.

**Wristbands:** No exhibitor can distribute wristbands to the general public, volunteers and employees attending the Kern County Fair for the purpose of advertising, promotion or solicitation to support an organization or offer a discount for a food or beverage item.

**ALL RULES & REGULATIONS ARE SUBJECT TO CHANGE**