



Dear Licensee:

Welcome! We are pleased that you are participating at the 2017 Santa Clara County Fair. This 2017 Licensee's Handbook is designed to bring you the most current information regarding our Fair and its operations. These policies have been established for the benefit of all involved in the Santa Clara County Fair. By following the rules and regulations, we can ensure that everyone has an enjoyable experience at the Fair.

The following rules and regulations apply to all commercial exhibitors, concessionaires, sponsors, corporations, associations, and fair participants while at the 2017 Santa Clara County Fair.

By signing your License Agreement, you are acknowledging that you have read and understood the rules and regulations set forth in this handbook. This handbook is considered an integral part of your License Agreement. The Santa Clara County Fairgrounds Management Corporation Inc. reserves the rights to decline, restrict, prohibit, or remove any exhibit, exhibitor, or proposed exhibit or exhibitor not approved by the License Agreement. **Exact space assignments will be provided at the time of check-in.**

This reservation covers persons, exhibitors, items, conduct, any printed matter, advertising, souvenirs and emblems, and all else which effects the Santa Clara County Fairgrounds Management Corporation Inc. prior to and during the Fair.

It is important that all representatives or employees working in your exhibit space are made aware of the rules and regulations set forth in this handbook.

The Santa Clara County Fairgrounds Management Corporation Inc. reserves the right to amend, add to, interpret the following rules and regulations, and to determine all questions and differences with respect thereto, arising out of, connected with, or incident to the Fair.

We wish you a successful and enjoyable time at the Santa Clara County Fair!

Sincerely,

The Fairgrounds Staff

Rules And Regulations

Booth Criteria

Space applications will be reviewed and spaces assigned according to the following criteria (in no particular order):

- Type and quality of the product.
- Appearance of the booth setup.
- Authenticity of merchandise.
- Space and electricity needs of the booth.
- The decision of Fairgrounds Management Corporation on any matter shall be final.

Statement of Understanding and Compliance

- All Licensees will be shown or made aware of the location or the approximate location of their stand or booth at the time of check-in.
- All Licensees should be aware that foot traffic patterns differ significantly in relation to their location to attractions, such as carnival rides, stages and food stands. Foot traffic will also fluctuate due to the time of day. Licensees are expected to accept their assigned location and the condition of this location on an "as is" basis with the understanding that the location may not change after signing License Agreement.
- All Licensees must guarantee that they will open their stand or booth every day at the determined time set by the Santa Clara County Fair Management and will **remain open and staffed** until the determined closing time of the Fair for the entire duration of the Santa Clara County Fair.
- Licensees will keep their booths clean and professional at all times.
- All storage will be kept hidden from sight of the general public.

Purchase Restrictions and Specifications

- The Fair prohibits Licensee's from changing location, commercial products, or food products upon acceptance of their initial proposal and signing of their License Agreement. In order to make any of the aforementioned changes, Licensee must relinquish said License Agreement and submit a new proposal.
- Proposals for additions or deletions of commercial or food products offered **must be submitted in writing prior to June 16th, 2017.**
- Licensee's **may not** consign or substitute another vendor for them under any circumstance.
- Santa Clara County Fair is a **Pepsi** sponsored Fair. **No** competing products are allowed for distribution including brand of water, energy drinks, etc.

Payment of Fees

All applicants are required to pay a \$125.00 processing fee with the submission of the License Agreement. Applicants that fail to pay the processing fee at the time of License Agreement submission, those License Agreements will not be processed. This amount will be applied towards the final booth fee and will hold your requested space in advance.

All returned checks will be assessed a \$45.00 service fee. You must pay returned check fees and unpaid balance by cash, cashier's check, money order, VISA or MasterCard.

Licensees shall pay for all required fees, taxes, and deposits by June 30th, 2017. Licensee shall obtain licenses applicable to the operation of said exhibit and shall be responsible for any city, county, state, and federal permits and licenses required by law.

The Santa Clara County Fair Will Not Accept Personal Or Company Checks After June 30th, 2017. All payments submitted on or after July 1st must be in the form of cash, cashier's check, money order, VISA or MasterCard.

Refund Information

Any Licensee who wishes to cancel before June 9th, 2017 will receive a refund of 50% of paid fees less the **initial deposit which is \$125.00 per 10' x 10' space. After June 9th, 2017, space fees WILL NOT be refunded for any reason.**

California State Resale Number

All Licensees selling tangible personal products are required to have a valid California State Resale Number on file with the Fair Office. If you need to obtain a resale number, you can contact your Local State Board of Equalization office. All seller permit's must include the Santa Clara County Fair as a sub-location. All licensees will be required to provide documentation if contracted.

Licensees who **do not** sell tangible personal products are not required to have a resale number. Please indicate this on your application by writing the following sentence: **“NO SALE OF TANGIBLE PERSONAL PRODUCTS.”**

Liability Insurance

Licensees, regardless of product(s) or service(s) offered, must have liability insurance. You have two choices when providing proof of insurance to the Santa Clara County Fair: (1) You may provide insurance from a company of your choice. The insurance must meet California Fairs Service Authority (C.F.S.A.) insurance requirements which are included in the vendor guide. (2) You may purchase liability insurance from the Fair's Special Events Insurance Policy which is provided through California Fairs Service Authority (C.F.S.A.). Please call the Fair office for rates. *Licensees who have not provided the Santa Clara County Fair with proof of insurance will be prohibited from constructing their booth and conducting business.* **Licensees purchasing insurance from the Fair's Special Events policy must pay their fees by MONEY ORDER or CASHIERS CHECK! Please make your MONEY ORDER/ CASHIERS CHECK payable to C.F.S.A. (California Fairs Service Authority).**

Worker's Compensation Insurance

Exhibitors shall take out and maintain during the life of this agreement, worker's compensation insurance and employer's liability insurance for all exhibitors' employees in compliance with State laws.

Health Permit

Licensees selling, demonstrating, or giving away samples of food or beverage must have a valid health permit. The Santa Clara County Department of Health and Environmental Services will inspect all food and beverage related booths several times during the Fair. Please contact our Food & Beverage office for fees, forms, etc. at (408) 494-3155.

All fees for the Health Department must be made payable to the Health Department, but paid through the Fair office. Please do not make health permit payments directly to the Health Department.

ALL HEALTH PERMIT DOCUMENTS AND FEES MUST BE IN OUR OFFICE NO LATER THAN JUNE 30th, 2017. NO EXCEPTIONS. FOR CURRENT FEES AND DOCUMENTS, PLEASE VISIT THE COUNTY HEALTH DEPARTMENT WEBSITE.

Healthy Choices

The Santa Clara County has made a commitment to encourage healthier eating and lifestyles for all citizens of our county. While we do not mandate a strict healthy only option – the Santa Clara County Fair **strongly** encourages all food vendors to offer at least one healthy choice menu item. We encourage our food vendors to indicate which choice on their menu is a healthier option.

THINK GREEN

Santa Clara County, like much of the nation, has made a commitment to “think green” and to act and do business accordingly. While we do not mandate our concessionaires to use compostable or “green” bags, cups, plates, etc., we do strongly encourage you to consider in what way you can assist us in being more environmentally friendly and “greener.”

Exclusive Rights

The Santa Clara County Fair reserves the right to retain exclusive concession rights on certain food and drink items. Any food concessionaire will preclude these food and drink items from distribution unless otherwise stipulated by the Santa Clara County Fair Management Corporation.

The Santa Clara County Fair is a sponsored by Pepsi — competing beverages by non-Pepsi owned companies are not permitted. If you are in doubt, please check with the Fair office.

Storage Fees

Any equipment (i.e. food trailers, stock trucks, display vehicles) left on grounds more than 5 days after the closing date of the Fair will be subject to a \$50.00 per day storage fee. Please make arrangements with the Administration office before placing any equipment for storage. Do not attempt to store display panels, merchandise, signs, tables, chairs, or other small display equipment without prior consent from the Fair management.

Commercial Exhibit Set-up/Construction Dates and Times

Commercial exhibitors may begin the construction of their booth(s) on Wednesday, August 2nd from 10:00 AM until 6:00 PM and Thursday, August 3rd from 8:00 AM until 11:00 AM. All exhibits must be completely constructed and ready to conduct business by 12:00 PM on Thursday, August 3rd. **Any exhibitor(s) with an outstanding balance and/or incomplete paperwork will be prohibited from constructing their booth and conducting business.**

Other Services Offered

The following services are offered to all exhibitors at the following non-refundable prices:

- Additional 110V/15amp booth space outlets **\$75.00 each**
- 220V/50amp booth space outlets **\$100.00 each**
- Excessive Water Usage **\$150.00**
- Vendor RV Space for duration of fair **\$200.00**

Acceptable Booth/Trailer Standards

There is a defined difference between a fair, a swap meet, and a flea market. Licensees' stands and trailers which do not meet the Santa Clara County Fair's minimum appearance standards will be required change to meet these standards immediately upon request and maintain standards for the entire run of the Santa Clara County Fair. The following items are examples of acceptable booth standards:

- A commercial canopy or E-Z UP canopy must be used for outside booths; tarps or covered piping is not acceptable.
- Canopies and tarp roofs are not allowed inside any buildings.
- Covered folding tables.
- Staffed booths kept clean and presentable with no scattered literature and debris.
- Booth storage and supplies are hidden from the public view in an attractive and professional manner.
- Professional computer generated signage.

Display Appearance

Licensees are solely responsible for the appearance of their trailers or booth space(s). Licensees are also responsible for routine cleaning and maintenance of their trailer or booth space. **Trailer or booth space must be neat, clean, and ready to operate every day before the Fair opens.**

If you have been cited for unsatisfactory booth appearance, you will receive a written warning specifying the nature of the complaint. Licensee will have 12 hours to rectify the problem. If trailer or booth appearance is not brought up to standards, Licensee will be in default of the License Agreement and could be subject to ejection from the Fair and could further be withheld from obtaining booth space in future Santa Clara County Fairs.

All storage of supplies, boxes, cases, soft drink containers, etc. must be kept from view of the public. Do not sweep trash or place used trash bags into walkways or into another booth space. It is your responsibility to place all refuse into the proper containers.

Display Area (Commercial Exhibitors)

No portion of your display may extend beyond the perimeter of your leased space area. Do not block entry or exit ways. Do not impede walkways or interrupt the flow of foot traffic in any way. **The sides of your booth display and merchandise must be 4' in height or less, starting from the aisle for a distance of 4' back.**

Motor Vehicle Display Requirements

- Fuel tanks must be less than ¼ full. LPG tanks (if equipped) must be completely empty.
- Fuel tank opening must be locked or sealed to prevent the escape of fuel tank vapors.
- Battery must be disconnected.

Fire and Safety Regulations

The Health and Safety Codes of California will govern all exhibits. All electrical installation must conform to the Electrical Safety Codes of California. Fire and Safety regulations are provided with your License Agreement. The Santa Clara County Fire Marshal will be on grounds making routine inspections throughout the Fair.

Fire Extinguishers

All food concessionaires must provide their own fire extinguishers. **Fire extinguishers must have a minimum rating of 2A10BC and shall have a tag attached or bear a printed date proving that it has been serviced within 12 months prior to the opening day of the Fair by a licensed servicing company.**

Appliance Usage Limits

Each food concessionaire will be limited to use of the following appliances unless otherwise approved by Fair management:

- Do not exceed 4 floodlights, 150 watt each per space or stand.
- 2 refrigerators or 1 freezer and 1 refrigerator per stand.
- Fair management must approve all microwave ovens intended for use.
- All appliances that are found to be unsafe or unnecessary must be removed, repaired, or replaced.

Signs and Flyers

All Licensees must provide their own signs. **No handmade signs are permitted.** Licensees are limited to one identification sign, no larger than 5' wide and 2' tall. Please do not clutter your stand with signs. **Please do not distribute flyers or samples outside of your leased space.** The Fair has exclusive product licenses for certain products. Check with the Fair Office to confirm which products are considered exclusive. Any signs with logos from other companies must be removed or covered.

Fairgrounds Access

Commercial exhibitor parking is provided in various lots. Fairgrounds staff will direct you to the correct lot at check in. All exhibitors require credentials for Fair parking and entry during the operating hours of the Fair. All vehicles must be located in approved parking area at least 30 minutes prior to opening. Vehicles will not be allowed back on grounds until 1 hour after closing.

Giveaway Items and Balloons

Items such as carnival or novelty toys, balloons, inflatables, glow necklaces, novelty hats (Dr. Seuss' cat in the hat, Jester hats, etc.), pennants, play sets, foam lizards, dinosaurs, dogs, light up toys, swords, batons, roses, sunglasses, and whoopee cushions are **not permitted for giveaway.** Fair management reserves the right to prohibit any Licensee from selling or giving away any of the above items or any articles which may interfere with the Fair's major novelty concessionaire, may pose a threat to the general public, or are not listed as one of the Licensee's approved products. **ALL giveaways must be approved by Fair Management.**

Interruption of Utility Services

If, for any reason there is an interruption in to utility services (electricity, water, natural gas, or waste management), whereby the public utility company deems it necessary to reduce, cut, or rotate electrical service to the Santa Clara County Fairgrounds, the Fair shall not be held liable for any losses suffered by exhibitors due to interruption in utility services. In the event that utility services are interrupted due to circumstances beyond the Fair's control or acts of God, the Fair shall not be held liable for any losses suffered by any exhibitor.

Water Service

Water is not available in most areas. If you require a water hook-up, you must submit your request in writing to the Fair office before you confirm your space.

Table and Chair Rentals

The Santa Clara County Fair will provide (1) 8' table and (2) chairs per 10'x10' booth space. Please be sure to request a table and chairs on your application. Tables and chairs will be distributed to those vendors only. Additional tables and chairs can be rented through the Santa Clara County Fair. To rent tables it will be an additional \$10.00 per table and an additional \$2.00 per chair.

The last date to preorder tables and chairs is July 7th, 2017. Tables and chairs will be made available after Vendor has checked in. We are not able to deliver the tables and/or chairs to your booth so please plan accordingly. We will have a designated area for all vendors to check out tables and chairs. No table coverings are provided.

Keep in mind that fire and safety codes will apply to your choice of tables, table coverings, and chairs.

Sound and Voice Amplification

The use of radios, televisions, and voice amplification equipment is subject to the approval of Fairgrounds Management and may be used only if it is stipulated in your License Agreement. However, this privilege may be revoked at any time if it is abused in a way that is detrimental to other Licensees or the general public.

Products Sold

Licensees are approved to sell only the products appearing on their License Agreement. Management has the right to revoke any item proposed for sale at any time. Fair staff will make several inspections for such items it deems inappropriate for sale or display during the Santa Clara County Fair. If the Licensee has been asked to stop selling or giving away a product by Fair Management, the Licensee must do so immediately. Failure to do so could result in ejection from the Fair. The following items are not approved for sale or giveaway:

- **Butane**
- **Knives**
- **Guns**
- **Swords**
- **Fireworks (including poppers, etc.)**
- **Self Defense Products (mace, pepper spray, red hot foam, stun guns etc.)**
- **Drug related paraphernalia**
- **Tobacco in any form**

UPS Deliveries

All UPS deliveries are made to the Administration office. UPS delivery is on weekdays only. **Any packages being delivered will need to be delivered the week of July 31st, 2017.** At check-in, we will advise when the coordinated time for deliveries is set for. It is the exhibitors' responsibility to sign for and pick up their own deliveries. The Fair staff is prohibited from signing for or taking deliveries of UPS parcels for exhibitors. **The Santa Clara County Fair assumes no responsibility for lost, stolen, or damaged parcels.** *Delivery times and locations are subject to change.*

Phone Messages and Mail

Telephone messages and exhibitor mail can be picked up in the Administration office. It is the exhibitor's responsibility to check in periodically for messages and mail. **The Fair staff will only deliver emergency messages to booth locations.**

Alcohol Restrictions

Commercial exhibitors are not allowed to sell, dispense for sample, or bring alcoholic beverages onto the Fairgrounds. Violation of this policy may result in ejection from the Fair and Licensee may be further withheld from participation in future Santa Clara County Fairs.

Booth Personnel

Commercial exhibitors shall be solely and absolutely responsible for the conduct and personal appearance of all personnel in their employ. Such employees shall be neatly dressed, orderly, and polite in their conduct and speech at all times. Intoxication, use, or possession of controlled substances or impolite, discourteous, or obscene conduct toward or in hearing range of the general public shall be sufficient grounds for termination of the License Agreement. **Commercial exhibitors must have their booth(s) staffed during all operating hours of the Fair.**

Sub-Leasing and Relocation

Exhibitors may not assign sublease or apportion any part of the assigned space at any time. Exhibitors may not relocate their booths without the expressed written consent of Fairgrounds Management. In addition, if the Fairgrounds Management finds it necessary to move your booth or trailer space, the Fairgrounds Management may do so at any time.

Fair Evaluation and Suggestion Forms

Your comments and suggestions are important to us. A comment/suggestion form is available in the Fair office. Please let us know how we can improve our Fair. Please also let us know what we are doing right.

Security and Theft Protection

All products, equipment, supplies etc., left on Fairgrounds property will be done so at the exhibitor's own risk. A system of security supervision will be maintained, however, it must be clearly understood that the Santa Clara County Fairgrounds Management Corporation, Inc. and its employees are not responsible for any theft, loss, or damage to property. Exhibitors may, at their own expense, employ security to guard their property, but the personnel of such security must be satisfactory to the Fairgrounds Management. Exhibitors may remove any property they deem valuable at the end of each day for safekeeping from the Fairgrounds property. Fairgrounds security will be operating on a 24 hour basis from Wednesday—Sunday.

First Aid, Lost Kids & Sheriff's Substation

Please refer to the 2017 Santa Clara County Fair map for location of these services. These maps will be available at the time of check-in.

Please Note:

The Santa Clara County Fair, its employees, agents, and Board of Directors will not be held responsible for lost, stolen, or damaged merchandise or display materials. In addition, the Santa Clara County Fair makes no promises or guarantees regarding anticipated or actual sales. If weather, acts of God, or other reasons beyond the control of the Fair cause the event to be affected, fees will not be refunded.

EXHIBIT "A"

The following are the additional terms of the License Agreement between Santa Clara County Fairgrounds Management Inc., hereinafter referred to as "FMC," and Licensee named on the signatory page of the License Agreement hereinafter known as "Licensee." **IN CONSIDERATION OF THEIR MUTUAL COVENANTS, THE PARTIES AGREE AS FOLLOWS:**

1. **GRANT AND DESCRIPTION OF PREMISES:** The FMC, for and in consideration of the covenants herein contained, hereby grants to the Licensee the right to use for the period of time, the building(s) and/or space(s), described on the signatory page of the agreement, according to the Rules and Regulations specified in "Licensee Handbook", incorporated herein by reference
2. **USE OF PREMISES:** Said building(s) and/or space(s) shall be occupied and used by Licensee solely for purposes of sale or display of food and/or goods specified on the signatory page of the agreement and for no other purposes whatsoever, unless approved in writing by FMC Management thirty (30) days prior to the opening day of the event. Licensee shall not display, sell, distribute, give away any items, or hold drawings in licensed space without FMC's written approval.
3. **LICENSE FEE:** The Licensee shall pay FMC the license fee, according to the terms specified on the signatory page of the agreement
4. **BREACH OF DAMAGES:** It is understood and agreed that should the Licensee fail, neglect, or refuse to pay the above license fee at the time and in the manner they become due, or fail or neglect to submit notification to FMC of cancellation of license by June 15th or fail, neglect, or refuse to open and/or conduct business in said licensed building(s) and/or space(s) as agreed, FMC shall retain all moneys paid herein as liquidated damages. The parties agree the above stated act(s) are considered a material breach and the FMC may terminate said license and reassign said building(s) and/or space(s) to others without further obligation to Licensee. It is further agreed that should Licensee notify FMC of cancellation of this before June 15th FMC shall retain 50% of the total Licensee fee stated in paragraph three (3) above as liquidated damages. The parties agree that actual damages are difficult to ascertain in the event of breach and that the amount of liquidated damaged stated herein are fair and reasonable, and are not intended to be a penalty.
5. **COMPLIANCE WITH STATE AND LOCAL LAWS AND POSSESSORY INTEREST TAX:** Licensee and Licensee's agent(s) and employee(s) must comply with all applicable laws and regulations, including but not limited to fire and health laws of the State, County and City. Violation of such laws or regulations shall be considered a material breach and FMC may elect to terminate this agreement. Licensee must assume full responsibility for payment of any and all possessor's interest taxes that may be assessed because of Licensee's use and occupancy of the fairgrounds.
6. **PERMITS AND SUPERVISION:** Licensee agrees that all applicable permits, insurance, resale numbers and applications shall be in the name of Licensee, and the Licensee's responsible agent(s) or employee(s) will be on premises daily to supervise and manage said buildings(s) and/or space(s).
7. **ABIDE BY RULES AND REGULATIONS:** Licensee or Licensee's agent(s) or employee(s) further agree to abide by the rules and regulations as set forth in document marked "Licensee Handbook", incorporated herein by reference, and any additions or amendments that may be made to say "Licensee Handbook". The FMC may terminate agreement immediately and without advance notice upon violation of any rule(s) and regulation(s) set forth in "Licensee Handbook", since the parties agree that said violation is a material breach.
8. **INDEMNIFICATION:** Licensee shall defend, indemnify and hold harmless the FMC (SCCFMC), the County of Santa Clara, State of California, their officers, directors, agent(s) and employee(s) from and against all liability, costs and attorney fees for injuries to or deaths of persons or damage to or loss of property, however arising or caused by Licensee's activities of the Licensee's use and occupancy of the premises under this license. Each party shall give the other party prompt notice of any claims coming to the party's knowledge that in any way directly or indirectly affect either party and both parties shall have the right to participate in notice of any claim or suit instituted against Licensee and FMC wherein the liability is fully covered by insurance maintained by Licensee under provisions of this license.

9. **LIABILITY INSURANCE:** Through term of this agreement, Licensee shall maintain Commercial GL bodily injury, death and property damage occasioned by reason of activities and operations conducted by Licensee on FMC's premises, including products liability, within minimum liability limits specified in exhibitors handbook incorporated herein by reference. All Licensees must provide acceptable certificates of insurance to the FMC no later than thirty (30) days prior to the opening of the Fair.
10. **NON DISCRIMINATION:** Licensee shall not discriminate against any employee or applicant for employment because of race, color, creed, sex, orientation, age or national origin. Neither Licensee nor Licensee's agent(s) or employee(s) shall publicize Licensee's event services or products in any manner that would directly or inferentially reflect on the acceptability of the patronage of any person because of race, religion, color, ancestry, sex, orientation, age or national origin.
11. **WAIVER OF BREACH:** The waiver by FMC of any breach of any provision contained in this agreement shall not be deemed to be a waiver of such provision for any subsequent breach of the same on any other provision of this license. The subsequent acceptance of a Licensee fee payment by FMC shall not be deemed to be a waiver of any prior occurring breach by Licensee of any provisions contained herein regardless of knowledge of FMC of such prior existing breach at the time of the acceptance of such license fee payment.
12. **TIME OF THE ESSENCE:** Time is of the essence on this license.
13. **ENTIRE AGREEMENT AND MODIFICATIONS:** The making, execution and delivery of this agreement by Licensee has been inducted by no representations, statements, warranties or agreements other than those herein expressed. This agreement embodies the entire understanding of the parties and there are no further or other agreements or understandings, written or oral in effect between the parties relating to the subject matter hereof.
14. **SUITABILITY OF PREMISES:** The FMC does not warrant or represent that the building and premises are safe, healthful or suitable for the purposes for which they are permitted to be used under the terms of this license. Licensee agrees to accept the premises "as is".
15. **NOTICES:** Any notice mailed, addressed to Licensee at the address specified on the signatory page of this agreement or personally delivered to license, shall be notice hereunder by FMC. Any notice mailed or delivered to FMC at 344 Tully Road, San Jose, CA 95111-1992 shall be notice by Licensee hereunder.
16. **EACH PROVISIONAL MATERIAL CONDITION:** Each term of this agreement is material and breach by license of any one to the terms herein contained shall be a material breach of the entire agreement and may be grounds for the termination of the entire agreement by FMC.
17. **FORCE MAJEURE:** Any provision, delay or stoppage due to strikes, walkouts, labor disputes, acts of God, inability to obtain labor, materials, or reasonable substitutes therefore, governmental restrictions, controls or regulations, enemy or hostile government action, civil commotion, fire or any other causes determined by FMC (in the exercise of fair discretion) to be beyond the reasonable control of either party herein, shall not be deemed to be breach of this agreement. The party who is unable to perform shall not be deemed to be in breach of this agreement. The party who is unable to perform shall have a reasonable time after cessation of the above mentioned causes to render performance.
18. **CONFLICTS OF LAW:** This agreement shall be deemed to be made in and shall be construed in accordance with laws of the State of California. Personal service either within or without the Sate of California shall be sufficient to give personal jurisdiction to any court in which an action is filed for litigation of this agreement.
19. **ATTORNEY FEES:** In the event FMC shall prevail in whole or in part in any legal action brought by either party to enforce the terms hereof or relating to the licensed premises, FMC shall be entitled to recover all costs incurred in connection with such action, including a reasonable attorney's fee.

EXHIBIT “B”

Set-up and Operating Policies

The established space construction policies under the Santa Clara County Fair Concession regulations will be strictly enforced and anyone found in violation of said policy will not be accepted for space at any subsequent fair sponsored by the Santa Clara County Fair. Please adhere to the following policies.

1. Check-in for Licensees begins on Wednesday, August 2nd, 2017, 10 AM – 6 PM and Thursday August 3rd, 2017, 8 AM – 11 AM. Exhibits must be completed by 11 AM on Thursday, August 3rd, 2017.
2. No portion of your exhibit or stand may extend beyond the perimeter of your leased space area. Displays, decorations, exhibits and vehicles shall not block or obscure exits at any time. The full width of exit doors shall be clear.
3. The Fair prohibits Licensees from storing anything outside their leased space area or overcrowding their space. This includes the area behind pipe and drape booths and canopies. Nothing may be placed or stored behind the pipe and drape booths or outside the Licensee’s space area. Additional spaces for stock trucks are available to purchase for extra storage needs.
4. No cooking behind or outside exhibit spaces, except for food concessionaires and cooking demonstrations approved by fair management with health permits. All cooking facilities and sites must meet with the approval of the Fair Management, Health Department, and Fire Marshal.
5. All outside stands or trailers, (including any overhangs or awnings attached) must be placed 3’ from any roadway and must check in with the Fair Office for placement approval before they set-up.
6. *CANOPIES AND TENTS ARE NOT PERMITTED OVER BOOTHS LOCATED INSIDE ANY BUILDINGS OR TENTS.* All canopies over 400 square feet and/or tents over 200 square feet erected outside shall require a permit from the Office of the Fire Marshal. Any associated permit fees will be billed to the Licensee.
7. All decorative materials (including table cloths) shall be made from a material that is inherently flame retardant or shall be treated and maintained in a flame retardant condition, using a product that is approved by the Santa Clara County Fire Marshal. If Licensee cannot produce proper documentation of flame retardant capability, a small, inconspicuous piece may be flame tested on site by a representative of the Office of the Fire Marshal.
8. **Smoking, open flames, butane, and propane tanks** are strictly prohibited inside any building.
9. Compressed air tanks, helium and LPG gas tanks shall be secured individually in the upright position with non-combustible chain of sufficient weight to secure them. This applies to both full and empty vessels.
10. **All exhibit spaces and concession stands must be staffed at all times** during all operating hours of the Fair.
11. All business transactions transpire within the confines of the Licensee’s leased space. **Licensee or Licensee’s agent(s) or employee(s) shall not conduct business outside of their leased space.**
12. Licensees should provide receipts or sales slips for merchandise sold at their location.
13. Licensees selling or taking orders for products, must post a sign which is visible to customers stating their policies regarding refunds, exchanges, check cashing policies and credit card acceptance.
14. All exhibit spaces must be kept neat and clean in a healthy and safe manner at all times. Exhibitors are responsible for their leased area and up to six feet (6’) of surrounding area exposed to public access or view. All storage and supplies must be kept hidden in a professional manner from the view of the public.
15. Do not sweep trash from your leased space or concession stand into the street or aisle; dispose of all refuses into proper receptacles for trash pick-up. **Do not include cardboard with trash.** Breakdown and stack cardboard next to trash receptacles for recycling.

16. All sewage and liquid waste including gray water disposal must be made by the following methods: **(1)** Connections to sanitation sewer hook-up (Where available and approved). **(2)** Disposal in approved holding tanks adequately sized for later pumping by a disposal company. **(3)** Disposal into on-site stations located on Fairgrounds property.
17. Licensee must place grease in sealed five (5) gallon containers, unless the fair provides other containment. When containers are full, Licensee must place sealed grease container at the rear of their location and make arrangements for grease pick-up. **Disposal of grease into drains or by any other method is a violation of your License Agreement, which may result in immediate termination of your License Agreement and removal from the Fairgrounds.**
18. All Licensees using voice amplification must adhere to the following: **(1)** No soliciting above an ordinary speaking tone. **(2)** No distribution of gifts or souvenirs that produce a noise detrimental to other Licensees. **(3)** No use of any voice amplification system that has not been approved by the Exhibits Department prior to set-up.

Removal Procedures and Conditions

All exhibitors and concessionaires must remain through the entire run of the Fair. Removal of displays will take place after closing time on the last date of the Fair and must be removed by 5:00 PM Monday, August 7th, 2017. **No vehicles will be allowed on grounds for removal of displays or merchandise until 11:00 PM on Sunday, August 6th, 2017, or until approved by security personnel.**

Please note: *No vehicles will be allowed on the Fairgrounds (where patrons are at) until 1 hour after closing each night by order of the Sheriff's Department. This area must be kept clear for guests exiting the Fairgrounds. Licensees must have loading passes to enter gates each night after closing. Licensees will be charged for excessive trash left behind upon vacating their space at the end of the Fair.*