



## RULES & REGULATIONS GOVERNING VENDOR RENTAL SPACE

1. No Vendor will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. All buildings, tents, or enclosures erected under the terms of Vendor's Contract may require the prior approval of the Porterville Fair and the local fire suppression authorities.
3. Prior to event, Vendor must furnish copies of: business license and proof of insurance (listing Porterville Fair as additionally insured), Sellers Permit, Health Permit, etc. Community events that include selling and/or serving food to the public, are required to have a Tulare County Health Permit and must be posted in your booth. It is the Vendor's responsibility to pay State sales tax to the State Board of Equalization if required. A Sellers Permit **MUST** be posted in your booth as required by law. Vendor will comply with all regulations and laws of the State, County, City, and FAIR. Food Vendor applications selected will receive a Tulare County Temporary Food Vendor Packet and must be completed no later than **April 26, 2023**. Vendor must also furnish the Porterville Fair with a list of all items you will be promoting, selling and/or displaying. Food Vendors will be required to post menu signs in a conspicuous manner showing the prices (including sales tax) to be charged for all menu items offered for sale to the public under the Vendor Contract. **All eating concessions will submit menus and prices to the Porterville Fair for approval.**
4. Vendor will conduct the privileges granted in the Vendor Contract according to all the rules and requirements of Porterville Fair, the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others. Vendor will not handle or sell any merchandise/products/goods or transact any business whatsoever for which an exclusive privilege is sold by Porterville Fair. Vendor will not engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for. Vendor will confine said transactions to the space and privileges provided in the Vendor Contract, and that any and all exclusives granted Vendor shall not include the Carnival and the Carnival Area.
5. Porterville Fair will furnish necessary janitor service for all aisles, streets, roads, and areas used by the public, but Vendor must, at his own expense, keep the vendor space and adjacent areas properly arranged and clean. All booth spaces must be clean, all coverings removed, and the Vendors must be ready for business each day as agreed upon in Vendor Contract. Receptacles will be provided at several locations to receive Vendors' trash, aluminum cans, paper, plastic bottles, etc. and such trash must not be swept into the aisles and/or streets and/or any public space.
6. All sound-producing devices used by Vendor must not cause annoyance or inconvenience to patrons or to other Vendors. Porterville Fair Board and Management may revoke a Vendors sound amplification agreement if sound amplification becomes an annoyance or inconvenience in any way. Sound-amplification devises/equipment must be listed on application. **Devices NOT listed on application will not be permitted.**
7. Vendor agrees that there will be no games, gambling, or any other activities within the confine of his space in which money is used as a prize or premium, and that he/she will not buy and or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale, shall be subject to the approval of the Porterville Fair and the local law enforcement officials.
8. Vendor is entirely responsible for the space allotted to Vendor and agrees to reimburse the Porterville Fair for any damage to the real property, equipment, or grounds used in connection with the space allotted to Vendor, reasonable wear and tear and damage from causes beyond Vendor control accepted. Vendor cannot assign or sublet the space to any other person and/or organization without written permission of the Porterville Fair. Vendor will conduct business in a quiet and orderly manner.
9. Porterville Fair will provide overnight security for the duration of the Fair which will provide for reasonable protection. **However, the Fair accepts no responsibility or liability for, including but not limited to, damage, fire, theft, vandalism, etc., to the Vendor's property and/or personnel.**

10. All Vendors, employees, or representatives shall present and conduct themselves in a professional, friendly, courteous and honest manner at all times while on the fairgrounds. Vendors not conforming to this rule will be in default and escorted off the fairgrounds.
11. A standard internet connection will be provided. It will not support streaming services.
12. **Food Vendors:** Notwithstanding a valid Tulare County Health Permit, if the Food Vendor, employees, representatives or Food Vendor's booth, is in violation of the Porterville Fair Rules and Regulations, found to be unacceptable or not to the standard's held by the Porterville Fair's Board of Directors or Fair Management, the Food Vendor may be asked to cease operations and vacate the premises at any time and all fees will be forfeited.  
**Commercial Vendors:** In the event a Commercial Vendor, their employees, representatives or Vendor's booth, is in violation of the Porterville Fair Rules and Regulations, found to be unacceptable or not to the standard's held by the Porterville Fair's Board of Directors or Fair Management, the Commercial Vendor, employees, or representatives may be required to vacate the premises and/or cease operations and vacate the premises at any time and all fees will be forfeited.
13. **Grey Water Tanks:** Grey water tanks will be provided to those vendors requesting one on their application. Tanks will be emptied daily. Tanks are for grey water ONLY. Disposal of any waste other than grey water in said tanks will not be tolerated. Any vendor responsible for disposal of grease and/or food products in the grey water tanks will be asked to cease operations and vacate the premises at any time and all fees will be forfeited. Grey water tanks are to be utilized only by the vendor the tank is assigned to. **NO EXCEPTIONS!**
14. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Vendor must be removed from the buildings and grounds by Vendor, at his own expense, not later than a date specified by Porterville Fair. It is understood in the event of Vendors failure to vacate premises as herein provided, unless permission in writing is first obtained, Porterville Fair may and is hereby authorized and made the agent of Vendor to remove and store the merchandise/products/goods and all other material of any nature whatsoever, at the Vendor's expense, and Vendor shall reimburse Porterville Fair for expenses thus incurred.
15. No Vendor will be permitted to sell or dispose of alcoholic beverages anywhere on the fairgrounds.
16. **The selling of Real or Toy Knives, Swords, Weapons of any kind, Stink Bombs, Firecrackers, Spray Paint, Hair Color, and Silly String is Prohibited.** Porterville Fair reserves the right to confiscate items they deem inappropriate.
17. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed. All decorative material such as backstops, drapes, curtains, etc. used, MUST be Flame Proof or Flame-Retardant material as required by Title 19 (State Law) of the California Administrative Code. Be sure to retain the flame-retardant labels from your decorating material to show the Fire Marshall. Flame proofing material to apply to your decorations is available from the Fire Marshall. This regulation will be closely supervised and fully enforced, along with all other applicable fire safety regulations, by the Fire Marshall. Vendors may be subjected to an inspection by the Fire Department at random. All Vendors must comply with all City, State and Federal rules & regulations.
18. Failure of Porterville Fair to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
19. Vendor contract shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 45 days prior to opening day when such termination shall become effective. Such termination shall relieve the Porterville Fair of any further performances of the terms of contract. All monies received will be returned to Vendor within 3 weeks of receipt of written termination notice. All fees will be forfeited if written termination is received less than 45 days of event opening. **Exception: See Rule #11 above.**
20. Porterville Fair shall have the right to inspect the premises covered by contract at any time or all times. No alterations to the buildings and/or any other property of the Porterville Fair. If the Vendor is found to be in violation, there will be an assessment of damages and the Vendor will be charged.

21. Each Vendor will receive One (1) Working Credential Package which includes: Two (2) Adult Admission Season Pass Punch Cards and One (1) General Parking Season Pass Window Hanger (\$120 value). If needed, Vendor may also purchase Twenty (20) one-day gate admission tickets for \$8 each (\$12 ticket value) and Fifteen (15) one-day parking tickets for \$6 each (\$8 ticket value) **OR** 3 General Parking Season Pass Window Hangers for \$20 each (\$25 ticket value). Additional tickets must be purchased prior to May 1, 2023.

Regular ticket pricing will apply after May 1<sup>st</sup> deadline: Adult Gate \$12 each; VIP Parking Pass Window Hanger \$40 (valid for duration of Fair); General Parking Pass Window Hanger \$25 (valid duration of Fair). Replacements will not be issued. Your staff/volunteers must have their hand stamped for re-entry into the fairgrounds. They are to use the RE-ENTRY GATES only for re-entering the fairgrounds. Please order only the tickets needed - we do have auditors checking abuse and anyone found taking advantage of this process will be asked to leave with no refunds.

22. Vendor Booth Set-up and Dismantling Hours:

**Food Vendors – Set-Up:** Monday & Tuesday 8:00 AM to 8:00 PM. NO vehicles will be permitted on grounds after 8:00 PM Tuesday. NO EXCEPTIONS! **All fees will be forfeited if Vendor is not set up by 3:00 PM Wednesday May 17, 2023.** **Dismantling:** Booths may not be dismantled prior to 11:00 PM Sunday, May 21, 2023.

**Commercial Vendors – Set-Up:** Monday & Tuesday 8:00 AM to 8:00 PM. NO vehicles will be permitted on grounds Wednesday, May 17, 2023. NO EXCEPTIONS! **All fees will be forfeited if Vendor is not completely set up by 3:00 PM Wednesday May 17, 2023.** **INDOOR Booth Dismantling:** Booths may not be dismantled prior to 9:00 PM on Sunday, May 21, 2023. **OUTDOOR Booth Dismantling:** Booths may not be dismantled prior to 11:00 PM Sunday, May 21, 2023.

23. **No overnight sleeping is permitted on the Fairgrounds. NO EXCEPTION without prior arrangements negotiated directly with management no later than 4/26/23.** Anyone found on grounds after hours without prior permission will be evicted and will forfeit all fees paid. RV/Stock Truck space is available on a very limited basis and must be pre-cleared through the Fair office. See RV/Stock Truck Reservation Form.

24. The parties hereto agree that Vendor, and any agents and employees of Vendor, in the performance of this contract, shall act in an independent capacity and not as officers or employees or agent of Porterville Fair.

25. Time is of the essence of each and all the provisions of the vendor contract, and the provisions of the vendor contract shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

26. If suit is brought by the Porterville Fair to enforce any provision of this agreement, the Vendor agrees to pay reasonable attorney fees and costs to the Porterville Fair. Any controversy or claim arising out of or relating to this contract, or breach thereof, shall be settled by arbitration in accordance with the rules, then obtaining, of the American Arbitration Association, and judgment upon the award rendered may be entered in any court having jurisdiction.

27. In the event of public strike, labor strike, natural calamity, and/or act of God or other unforeseen cause which results in limited or no public activity the Porterville Fair will not be held responsible, and refunds will not be given on any fees received.