



Interim Rental Policies effective 1/1/17:

Date Reservation: Upon reserving a date on the booking calendar, a payment of \$200 may be required. This date reservation fee will be applied to the total security deposit required and is **non-refundable** if event is cancelled or not fully executed.

License Agreement and Fee Payment Schedule:

- If agreement is generated more than 180 days from event, the executed agreement, the remainder of the deposit and ½ of calculated rental fees is due within 30 days of contract date.
- If agreement is generated less than 180 days but more 60 days from event, the executed agreement, the remainder of the deposit and ½ of calculated rental fees is due within 15 days of contract date.
- If agreement is generated less than 60 days from the event, the executed agreement, the remainder of the deposit and all the calculated rental fees is due immediately.
- All remaining rental fees are due and payable no less than 30 days from the event.
- Management reserves the right to set a different payment schedule.

Agreement Terms: For public, ticketed events, Licensee shall pay the greater of the actual event costs as determined by Rental Rates policies (fees to include all stated facility rental fees, equipment use fees, staffing fees, security fees, etc.) or 10% of Gross Admission Revenues earned for the event, whichever is greater. Equipment and personnel costs will be provided as estimates based on historical data of like events. The actual amount of equipment used or personnel services used will be billed. It is recommended that the Licensee review the rental policies and price list closely to determine potential rental fees that may be charged. The following direct fees will be charged above and beyond the 10% Gross Admission Revenues: Security fees, labor, electrician hours, marquee/message center rental fee and other reimbursable expenses.

Services not provided under typical license agreement include: lighting beyond the facility's current lighting system, sound, ticket sales, ticket taking and box office services. In essence, Event Center is providing the use of the facility and janitorial services (not post event clean-up).

Sonoma County Event Center at the Fairgrounds provides rental for basic building, facility or designated area which includes 5 tables and 50 chairs are provided complimentary with each building, general floor space, restrooms, normal utilities, normal maintenance, limited on-grounds parking accommodations and general support. Basic rental fees do not include kitchen or concession area usage (unless otherwise arranged), storage area facilities, adjoining lawn or patio areas, equipment, or on or off-grounds parking lot privileges. Additional use of Fairgrounds facilities, accessories, labor and/or equipment is subject to charges shown on the current rental rate sheet.

Security Deposits: A minimum \$300 Security Deposit is required for all rentals. Management will determine the required security deposit and it will be included on the license agreement.

Equipment Rental: Equipment rental charges will be charged for all equipment requested and delivered to the building or event site regardless if it is used or not. Refer to the 2017 Rental Rates for a full list of equipment available for rent.

Facility Policies:

Licensee must adhere to all facility policies. Failure to do so may jeopardize the potential for future events. Copies of each policy is included with license agreement.

Staking is not permitted on asphalt. For all other areas you must first check with personnel as to prevent staking into irrigation or electrical lines underground.

Cancellation or Date Change Policy:

Refunds will be granted only upon approval of management. Requests for refunds must be made in writing to the Association. Refunds will be made according to the following criteria:

- Cancellation ninety (90) days prior to event = 75% of the total rental fee refunded;
- Cancellation made sixty (60) days prior to event = 50% of the total fee refunded;
- Cancellation made thirty (30) days prior to event = 25% of the total fee refunded;
- NO refunds less than thirty (30) days prior to event.
- For events with multiple buildings booked, penalties will be charged if one or several buildings are cancelled.
- Management reserves the right to waive penalties if the event is moved or date is changed.

Rental fee is defined as the fee charged for the use of the facility and does not include deposits or fees charged for equipment rental, etc. However, Event Center reserves the right to keep deposit monies if needed to fully realize the Event Center's portion of the forfeited rental fee.

NOTE: Upon cancellation of (2) events in a calendar year (January 1-December 31) by a Licensee, any existing dates booked in the same calendar year may be removed without refund of deposits.

Date Protection:

- Single Day Events – For single day events, the Event Center may not provide any date protection.
- Multiple Day Events – For multiple day events the Event Center will, to the best of its ability, provide a 30 day date protection (30 days before or after the event date) to prevent similar events from booking. Management reserves the right to determine potential for a conflicting event.

First Right of Refusal:

Licensee will have the first right of refusal on a day held by the Licensee the prior year. If the Licensee chooses to exercise this option and intends to hold his/her event on the same day the following year, it is the Licensee's responsibility to notify the Event Center within 30 days post-event, and pay a date deposit. If the Licensee does not notify the Event Center within 30 days post-event and pay a date deposit or chooses to give up his/her day for the following year, the Event Center reserves the right to book that day for another event.

Incentives for Financially Successful Business Partners (multiple events within a calendar year)

In an effort to recognize long term relationships and multiple event Licensees, the following incentive plan will be implemented:

- In a calendar year (January 1-December 31), if a Licensee through their event provides Gross Revenues of at least \$50,000 by producing one or more events, they will be entitled to the incentive discount.
 - Gross revenues are defined as the total revenues paid to Event Center, which include rental income, parking income, alcohol income and concession income. It does not include any reimbursed expenses such as billed labor costs, insurance, security or equipment rented by the Event Center on behalf of the licensee.
 - The cumulative total of gross revenues as defined above will be specific to a Licensee as determined by the name on the executed rental agreement. A Licensee who uses different business names for events held at the Sonoma County Event Center will not be able to cumulate those events for this incentive consideration.
- The incentive will start with the next event held within the same calendar year (January 1-December 31).
 - The incentive paid to Licensees that provide Gross Revenues of at least \$50,000 will be 5% of the Gross Revenue, as defined above, for each subsequent event held within the remainder of the calendar year (January 1-December 31).
 - The incentive paid to Licensees that provide cumulative Gross Revenues of \$100,000 or more will be 10% of the Gross Revenue, as defined above, for each subsequent event held within the remainder of the calendar year (January 1-December 31).
- Licensees are only allowed 1 event cancellation per calendar year (January 1-December 31) to be eligible for incentive payments.

Incentives for Financially Successful Single Events within a calendar year

Rental fees for all events will be based upon prices listed in the document: Sonoma County Event Center at the Fairgrounds Rental Rates. However, if the Gross Revenues earned by the Event Center from a particular event has the potential to exceed \$100,000, Management reserves the right to negotiate a more favorable agreement as an incentive to hold the event. This incentive will only be realized if the event meets or exceeds this \$100,000 threshold.

- Gross revenues are defined as the event total revenue which includes rental income, parking income, alcohol income and concession income. It does not include any reimbursed expenses such as billed labor costs, insurance, security or equipment rented by the Event Center on behalf of the licensee.

Security: Security will be arranged by Sonoma County Event Center at the Fairgrounds. Use of outside security services is not permitted. Number of security guards required is at the discretion of Event Center management and will be based on event type, hours and attendance.

Police Services: Management reserves the right to require police services for any public, private or non-profit event. All public dances that have alcohol served or sold will be required to contract with the City of Santa Rosa Police Department (707-543-3551) for police services. Number of officers required is at the discretion of the management and will be based on event type, hours and attendance. It is the licensee's responsibility to contact the City of Santa Rosa Police Department

at least 30 days before the event to contract for these services and provide the Event Center with a copy of said contract.

Event Permits: All public events are responsible for contacting the City of Santa Rosa Fire Department (707-543-3500) to obtain a special event permit for facilities of use and for providing proof of payment for a permit at least one week before the event. All private events are responsible for ensuring all health department requirements are met, that food caterers have current propane permits and that all City of Santa Rosa Fire Department rules and regulations are adhered to. Smoke machines and propane are not allowed inside the buildings. Tent permits are required for tents larger than 20'x20'. A copy of the paid permit receipt is due to the Event Center within one week prior to the event. Events that do not obtain the proper permits are subject to fine (deposits will not be returned) and event will not be allowed to open.

Fire Equipment: Use/tampering with any fire equipment (i.e. fire hoses, fire alarms and fire extinguishers) is strictly prohibited, except in the case of an emergency. If an attendee at any event pulls a Fire Alarm, the licensee may be responsible for any fees associated with a Fire Department call for a false alarm.

Sign Ordinance Compliance: All signs, posters, flyers, etc. which are posted or distributed in Sonoma County for the purpose of advertising or promoting a consumer show at the Sonoma County Event Center at the Fairgrounds shall be in full compliance with applicable municipal codes and ordinances. A \$250.00 fee per sign will be billed to the Licensee of any documented incident of the placement of signs, posters, flyers, etc. which are in violation of local sign ordinances. Ignorance of local sign regulations or reliance on a sign company for placement of promotional materials shall not relieve the Licensee of responsibility in this matter.

WiFi Access - Fee for a buyout is \$500.00/per building. Individual fees are \$12 per day, per device for a 24 hour period. Contact Event Center staff for instructions).

Garbage/Janitorial: Garbage and janitorial services are included in building rental fees during event hours. Should event require a dumpster, Licensee is responsible for contacting North Bay Corp. to schedule delivery and pick up service (Loretta at 707-585-5229 or Loretta@uniclycler.com)

Telephone, Cable, Internet Services: If additional services are required, Licensee is responsible for contacting outside provider (i.e. AT&T, Comcast, Verizon, etc.) to schedule service and set up an account for direct billing under their company name and address ~ **DO NOT USE THE Event Center ADDRESS!**

Food/Non-Alcoholic Beverage and Alcohol Concessions: All food/non-alcoholic beverage and alcohol service will be handled by the Sonoma County Event Center at the Fairgrounds. Management reserves the right to establish the location for concession services within each event. Alcohol service must stop one hour prior to the end of the event.

- Food and Non-Alcoholic Beverage Concessions for Public Events - Licensee must make arrangements with Sonoma County Event Center at the Fairgrounds for food/beverage selection a minimum of 90 days prior to the event and must indicate hours of operation and number of attendees.
- Alcohol Concessions – Licensee must make arrangements with the Event Center for alcohol concession a minimum of 90 days prior to the event and must indicate hours of operation and number of attendees.
 - The Event Center prohibits the on-grounds contracted alcohol concessionaire from providing commissions on alcohol sales back to the event Licensee.

- Alcohol sales and/or service at the Sonoma County Event Center at the Fairgrounds is strictly prohibited without prior written consent of the Event Center.

Parking: Sonoma County Event Center at the Fairgrounds reserves the right to charge for public parking. Event Center collects and retains 100% of the parking fees. A buyout may be obtained in lieu of a public parking fee.

When a parking fee is not charged, events may be required (at the digression of management) to pay for the cost of crossing guards.

On grounds parking is limited. Events may be issued a number of on-grounds parking passes for limited vehicle access to rented buildings. Licensee, for any type of event, may also be required to pay for the cost of vehicle gate attendants.

No parking on grass areas.

Building Access: Building access on set-up and tear-down days is 8:00 am to 5:00 pm unless otherwise arranged. If Licensee requires access outside of that time frame, overtime staffing charges may apply.

Procedures:

A rental agreement will be generated after receiving reservation deposit.

Event Work Order and detailed layout of event set-up or additional requirements, including the Marquee order & Electronic message center for (if applicable) shall be submitted 30 days prior to your event.

Security Deposits (subject to change):

\$300 – weddings, Quinceanera, single building private event

\$500 – horse and dog shows

\$1,000-larger horse shows, public events

\$2,000-\$5,000-large, multi-facility public events

Management reserves the right to determine alternate security deposit amounts if necessary.

Event Definitions:

Public Event: An interim event where attendees are charged an admission fee either by a pre-sale or on-site ticketing process; or where the event is mass advertised to the general public.

Private Event: An interim event where attendees are guests of the Event Center's Licensee and there are typically no fees charged to the attendees and the event is not advertised to the general public.

Non-Profit, Public Event: An interim event produced by a local non-profit that typically uses only one building with a pre-determined number of attendees who are charged an admission fee either by a pre-sale or on-site ticketing process.

Last updated and approved by Fair Board on 11.22.16