

EXHIBIT 1
PARTICIPANT HANDBOOK
PREMIUM EXHIBITOR RULES AND REGULATIONS

All Exhibitors are cautioned to observe the Rules and Regulations provided herein.

Should any Exhibitor fail to comply with these or any other posted or published Rules and Regulation or any amendments thereto, the Alameda County Fair may require immediate removal of the exhibit of the Exhibitor and all fees will be forfeited.

Advertising

Advertising or promoting outside of the designated Exhibit Space is prohibited. All business is to be conducted within Exhibitor's own space. False or misleading advertising is prohibited.

Aisles

The aisles are not to be obstructed at any time. All chairs and signage must be within the Exhibit Space.

Demonstration or pitch items that draw a crowd may require a display counter inside of the Exhibit Space to accommodate gathering. Demonstrations are not to impede traffic flow or block neighboring Exhibit Spaces.

Alcohol & Drugs

No alcohol and/or drugs of any kind, legal or illegal, shall be consumed or used by an Exhibitor or its agent(s) at or within the Exhibit Space or surrounding area. No alcohol, illegal or recreational drugs, related paraphernalia or accessories shall be kept, handled, served or sold anywhere on the Fairgrounds.

Appearance of Exhibit

Each Exhibit Space must adequately represent the overall image of the Association and the Fair. Displays should be professionally presented and limited to the designated space only. Signs, flyers or other advertising may not be placed outside of your designated space. All products, services, or advertising within the display area is limited to those items designated on the Agreement for Exhibit Space. Handwritten signage is not allowed.

The Association reserves the right to inspect Exhibit Spaces at any time. Only items as listed in the Agreement for Exhibit Space (Paragraph 1) are permitted to be exhibited, displayed, merchandised, advertised or sold by the Exhibitor. Any and all items for exhibit, display, merchandising, advertisement or sale are subject to the final approval of the Association. Any products or services not approved as part of the Agreement for Exhibit Space (Paragraph 1) will not be permitted to be displayed or given away. Any item deemed objectionable or offensive to the public or other Exhibitors will also not be allowed.

Exhibitors are responsible to keep their Exhibit Space neat and clean. Garbage is to be placed in garbage cans and cardboard is to be broken down and stacked next to garbage cans or dumpsters.

Awards

Each year, the Board of Directors of the Association recognizes individual Exhibitors' efforts in providing an exceptional display in compliance with the rules and regulations of Association during the Fair. These awards are presented at the Vendor Breakfast.

Board of Equalization

A valid California resale number is required for any Exhibitor selling tangible items. This resale number must be provided when the Agreement is signed. A copy of the resale permit must be on file with Association prior to setup of an Exhibit Space. Exhibitor is responsible to resolve any issues with the resale number directly with the Board of Equalization. Applications for seller's permits can be accessed online at www.boe.ca.gov.

Booths

See Design and Presentation

Cancellation Policy

If an Exhibitor is unable to participate and the Association is notified at least thirty (30) days in advance of the Fair start date, Association will attempt to resell the exhibit space. If the space is resold, a refund will be made, less \$100.00 administration fee, with the following exceptions:

1. If space cannot be resold to a suitable replacement, NO REFUND.
2. If space is resold for less than the total balance due, NO REFUND.
3. If cancelled less than thirty (30) days before the Fair start date, NO REFUND.

If the Exhibitor failed to appear as scheduled at any time or otherwise abandons its Exhibit Space, Association shall deem all payments earned and non-refundable.

Certificate of Insurance

A Certificate of Insurance in the form of public liability insurance with proof of comprehensive general liability endorsement on exhibitor's operations with a limit of not less than one million dollars (\$1,000,000.00) combined single limit per occurrence for bodily injury and property damage. Higher limits may be required as determined by the Association based on liability exposure. The Certificate of Insurance shall contain the following additional insured clause: "The State of California, the County of Alameda, and the Alameda County Agricultural Fair Association (Alameda County Fairgrounds), and each of their respective agents, officers, directors, employees, and Board of Supervisors, whether sued as individuals or in their official capacities, whether singly and/or collectively, are made additional insured."

Cleanliness

It is vital to keep all areas of the Fairgrounds clean and presentable to the public. We ask that you keep your respective areas clean in accordance with this policy.

Closing Night/Move Out

The Fair closes on Sunday, July 9, 2023, at 11:00PM. All Commercial Buildings are to remain open and operational until the Fair officially closes.

Exhibitors will be permitted to commence with the dismantlement of their Exhibit Space at 11:00PM on the last day of the Fair, when the buildings close. No Exhibitor will be permitted to commence with the dismantlement of the Exhibit Space or removal of the exhibiting products prior to this time.

Exhibitors will be required to obtain a release from Association before removing any goods or

displays from the Fairgrounds. These releases are to be completed and given to the gate attendant upon exiting the Fairgrounds. No parking in lines. Vehicles are to be occupied at all times while in line.

Vehicles will not be allowed on the grounds until the carnival is closed and the public is off the grounds. All vehicles will enter through Gate 12. **Vehicles will not be allowed through Gate 2.** A special "Vehicle Staging Lane" will be created in the parking areas as the road from the security checkpoint through the tunnel will be kept clear. Security will control vehicle access through the tunnel. When space is available near the building/area, the security guard will allow the vehicle to proceed. All Exhibitors are to load their vehicles and remove them from the Fairgrounds as soon as possible. Vehicles should not be brought onto the Fairgrounds until the Exhibitor is ready to load.

The Association will remove all pipes and drapes in the buildings following the last day of the Fair. Exhibitors should remove all belongings from drapes and stanchions on the closing day of the Fair.

All Exhibitors must remove their exhibits by 4:00PM on the day after the last day of the Fair. Any items not removed by that time will become property of the Association.

All outside displays on lawns must be removed by 12:00PM Noon, on the day after the last day of the Fair.

Credentials

Credentials will not be issued until the Agreement is signed, all fees are paid, required material is submitted, and insurance is on file. The Exhibitor may not commence with set up of the Exhibit Space until all of these requirements have been fulfilled.

An authorized representative must sign for all credentials through the Commercial Exhibit Office. Credentials will be available at check-in. Notice of dates and times that credentials will be issued will be sent prior to the Fair.

Daily Deliveries and Daily Maintenance

For daily maintenance and restocking of Exhibit Spaces, delivery permits to come on the Fairgrounds are available. **Vehicles will only be allowed on the grounds to restock during the following times: 6:00AM - 10:00AM. Buildings will not be open until 10:00AM for restocking.**

All vehicles must be removed one (1) hour before the opening of the Fair. **Vehicles not removed by one (1) hour before the opening of the Fair are subject to impound.** Towing charges will be assessed to Exhibitor for any vehicle impounded.

Early entry to the buildings prior to 12:00PM or after 11:00PM is allowed through the following designated doors only:

- Building A – South East Door facing Gate 2 parking lot, Amphitheater end.
- Building B - East Door facing Clock Tower

No other doors are to be opened for any reason when the building is closed. These designated doors are to be used when exiting the buildings after closing each night. All other doors will be locked. In order to secure the building, it is necessary for all vendors to comply with this regulation. Vendors inside the building are not to open any other doors for vendors to enter prior to 12:00PM or after 11:00PM.

All Exhibitors must vacate the buildings within one (1) hour after closing each night.

Decorating Services

Any additional equipment, electrical and WiFi needs for Exhibit Spaces may be ordered directly through Association. Carpeting, counters, tables, chairs, stools and WiFi are among the items available for rent. An Equipment Rental & Electrical order form is included with the Agreement and is also available at www.AlamedaCountyFair.com. Take advantage of discounted rates by ordering equipment early. During setup, additional orders will be handled by the Vendor Office.

Deliveries: U.P.S., Mail, etc.

Prior to Monday, June 12, 2023, any freight deliveries must be pre-arranged with the Association with delivery and storage pre-paid by the Exhibitor. A Drayage Handling Service form is included with Agreement. The cost for Drayage Handling Service is \$.65 per pound with a minimum payment of \$65.00. A Drayage Handling Service Form will also need to be used for shipment of freight following the Fair.

Beginning Monday, June 12, 2023, UPS and Fed Ex deliveries will be received at Gate 2. All other deliveries will be directed to Gate 12. Drayage fees do not apply to any freight received during the Fair. Any Exhibitor expecting UPS deliveries during setup or during the Fair should notify the Vendor Office in advance and be prepared to pick up their packages immediately following the delivery. Any forklift assistance for offloading or delivery to Exhibit Spaces will be charged to the Exhibitor at \$150.00 per hour with a \$75.00 minimum. Payment arrangements need to be made prior to delivery for this service at the Vendor Office located in Building A.

Packages or mail should be addressed as follows:

Company Name (as stated on Contract)

Building and space #

Alameda County Fair

4501 Pleasanton Avenue

Pleasanton CA 94566

Demonstration & Pitch

Any Exhibitor with demonstration or pitch exhibits must control their sound levels so as not to cause annoyance or inconvenience to Fair guests or other Exhibitors.

A demonstration area must not interfere with traffic flow or spill into neighboring exhibits. Demonstration tables should be placed a minimum of two (2) feet back from the aisle line to accommodate spectators. Exhibitor may be required to purchase additional adjoining spaces in order to contain crowds and prevent impeding the flow of traffic in aisle ways. The Association shall have final decision in this requirement.

The Association may discontinue any demonstration or pitch if this policy is violated.

Design and Presentation

Height restrictions on indoor booths are as follows: back walls - 8 ft., back - 8 ft., sides – 8 ft., front side panels – 4 ft. Please see diagram for example. Association will provide back and side drapes in buildings. Front counter arrangements (if desired) should be handled by Exhibitor.

Booth / Exhibit Quality

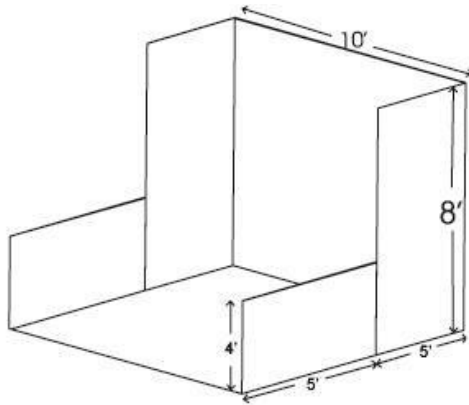
In a continuing effort to improve the quality and assortment of exhibits, the Association reserves the right to refuse any Exhibitor whose exhibit or product does not meet the criteria felt by the Association to be in the best interest of the public.

Booth Setup

The Exhibitor agrees and understands that the exhibit booth(s) or exhibit area(s) as heretofore

stipulated in this agreement, must be set up and in complete readiness for exhibit by no later than 6:00 P.M. on the day prior to the scheduled opening day and date of the Fair.

In the event an Exhibitor fails to complete exhibit booth(s) or exhibit area(s) by 6:00 P.M. the day before opening day of the Fair (unless specifically pre-approved by Association,) the agreement will be subject to termination. Any and all payments previously made will not be refunded to the Exhibitor, but retained by the Association as liquidated damages for breach of agreement; In addition, the Fair will be expressly released from the terms and provisions of this agreement as well as any obligations for future considerations for exhibit booth(s) or exhibit area(s) by the exhibitor. The Association maintains the right to lease said space to other parties in the event of agreement termination.



Discrimination

Exhibitor shall not discriminate against any customer or patron due to race, gender, gender identity or expression, color, religion, creed, age, national origin, ethnicity, disability, veteran or military status, sex, sexual orientation, pregnancy, genetic information, marital status, citizenship status, or on any other legally prohibited basis.

Dogs on Fairgrounds

Dogs or pets, except for service dogs, are not allowed on the Fairgrounds. Any Exhibitor found in violation of this policy, at any time, will be subject to immediate cancellation of their Agreement.

Electrical Needs

Association will provide one (1) standard 110V/500W electrical outlet in each Exhibit Space. Exhibitors must provide all electrical cords, lights, etc. Power requirements that exceed the standard 500W allowance must be ordered in advance. Additional electrical can be arranged through the Equipment Rental and Electrical Order Form included with the Agreement. Electrical usage will be monitored and any Exhibit Space using more than 500W allowance without making prior arrangements will be charged.

Additional electrical must be ordered when microwave ovens or any heating devices are required for product demonstrations or personal use. 500 watts will not support these devices. A 20amp additional drop is recommended per device.

Exhibit Set up

All Exhibitors may begin setup of exhibits on Wednesday, June 14, 2022, at 8:00 AM. All Exhibit Spaces must be ready by 6:00PM, Thursday, June 15, 2023. If an Exhibitor fails to complete setup by this time, the Agreement may be terminated and any and all payments shall be deemed earned and non-refundable. Association may repossess and sell the Exhibit Space.

Vehicles may not be driven into any building for setup or dismantling purposes. Vehicles are prohibited from parking in fire lanes. Driving on walkways not designated for vehicular traffic and across grass areas is not allowed. All roadways must remain open. Exhibitors not following these policies will be removed from the grounds.

All vehicles must display the "Vehicle ID" included in the Agreement while parked on the Fairgrounds during set up. Exhibitors are required to unload their vehicle and then move it from the inside grounds to the parking lot while setting up display. **Vehicles left without ID or unattended on interior grounds for over 60 minutes will be TOWED.**

Tow Fees:

First Offense: \$175.00

Second Offense: \$250.00

Third Offense: Contract Revoked

Tape is not to be used on any building floor or walls. Electrical cords cannot cross any walkway. All exposed electrical cords must be covered with cord safety covers.

Free Drawing or Give-Aways

The Association must approve all giveaways in writing. Possible giveaways must be included in the Application for Space. Balloons, gum or stickers are not to be given out under any circumstances.

Any Exhibitor planning to conduct a free drawing or giveaway in which any merchandise, service or award (of any value) is offered must contact the Commercial Exhibit Office for approval at least two (2) weeks in advance of the Fair. If approved, the Association will provide the Exhibitor with the rules and regulations for conducting contest promotions.

If the Association approves a contest drawing, the names, addresses and phone numbers of the winners are to be reported to the Association immediately upon completion of the drawing. All drawings must take place no later than 6:00PM on the last day of the Fair. In addition, a copy of all of the names, addresses and other information collected from Fair patrons by Exhibitors must be submitted to Association by the last day of the Fair.

Health Department Permits

Health Department permits are required for any Exhibit Space selling or sampling food items. A copy of this permit must be on file with the Association by May 1, 2023. An application can be downloaded at www.acgov.org/aceh/food/temp.htm

Health & Safety Related to Covid-19

The Exhibitor agrees to follow all State and County mandates related to Covid-19. The Association will provide updated information with expectations clearly outlined based on protocols at the time of the event.

Hours

The Fair is open from 12PM to 11PM on regular days and from 12PM to 8PM on July 4th. The Fair will be closed on Monday and Tuesday each week with the exception of Monday, July 3rd and Tuesday, July 4th. Buildings will be open every day until 10:30PM, (7:30PM on July 4th). Exhibit Spaces are to be staffed at all times during Fair hours. Failure to staff exhibits during open hours of the Fair may be cause for cancellation of the Agreement.

Indoor Exhibit Spaces

Pipe and Drape will be provided for indoor Exhibit Spaces. Unless otherwise noted, all spaces will have an 8' backdrop drape and 4' side drapes. **All displays, including signage, cannot be higher than the 8' limit.**

Insufficient Fund/Declined CreditCard

A penalty of \$50.00 per transaction will be charged for all insufficient fund checks or declined credit card payments. There will be no exceptions. Failure to pay such charges will result in the immediate loss of your location.

Interpretation of Rules

The Association reserves the final and absolute right to interpret the rules and regulations, and arbitrarily settle and determine all matters, questions and differences in regard thereto or otherwise out of, or connected with the Fair.

Limitations of Booth Size

The Association reserves the right to limit the number, size, and location of Exhibit Spaces or exhibit areas to an Exhibitor.

Megan's Law Screening

In accordance with the Alameda County Fair Policy, all entities conducting business on the Fairgrounds during the Fair will be required to conduct screening of each of that entity's employees, agents, servants, volunteers, and/or independent contractors who will be performing job-related duties on the Fairgrounds. This screening must, at a minimum, include searches for sex offender registration. Entities will certify in writing that they have conducted the required screening, and will indemnify Association for any negligence arising out of or connected with their obligations pertaining to the required screening,

Any individual who is a registered sex offender and/or whose name appears on the California Department of Justice's Megan's Law database will not be eligible to work or volunteer on Association premises.

Parking Shuttle

A parking shuttle is available for all Fair guests. The shuttle runs from the Green Gate and Red Gate entrance/exit to various stops throughout the parking lot. Due to safety concerns, guests cannot be escorted from within the Fairgrounds to their vehicles.

Payments/Space Charges

Exhibit Spaces available at the Fair are mostly standard 10 ft. by 10 ft. in line and corner areas, or bulk spaces which are 400 sq. ft. or larger. Multiple 10 ft. by 10 ft. spaces are also available.

The Premium Exhibit Space Fee shall be paid, in full by exhibitor no later than May 1, 2023. No exhibit space will be considered reserved without the Premium Exhibit Space Fee and a duly executed Agreement. All payments for an Exhibit Space must be made by certified check, money order, or cashier's check, unless otherwise approved by the Association. Failure of Exhibitor to pay the Premium Exhibit Space Fee by the time stipulated shall be cause for termination of this Agreement by Association.

Phone Service

Temporary phone service may be arranged for your Exhibit Space. Contact AT&T Temporary

Services directly at (800) 750-2355 to make arrangements.

Return Policy

The Association expects all Exhibitors and Concessionaries to be professional and reasonable when dealing with customers. It is your obligation to resolve any complaints. Should any issues arise, we will make every effort to help Fair guests contact you and, if necessary, reenter the grounds at your expense.

RV Parking

RV Parking is available during the Fair (RV Office located off of Road 15) . Sites include 30amp or 50amp electrical connections, water and sewer hook ups. Reservations and payment are required by May 1, 2023 as space is limited. To reserve a spot, complete the RV Parking Application sent with the Agreement. Payment must be submitted with reservation. Association will assign all spaces in advance. Check-in with the RV Office is required upon arrival.

Security

The Association shall provide reasonable security during the Fair, but shall not assume responsibility for any loss or damage whatsoever. The Exhibitor is advised to secure easily removed or fragile items each night.

Sound Control

The Association must approve the use of any audio equipment in writing. Exhibitors must obtain written authorization for sound devices from the Commercial Exhibits Office prior to setting up sound equipment. All sound-producing devices used by the Exhibitor must be controlled so as not to cause annoyance or inconvenience to Fair guests or other Exhibitors. Exhibitors must monitor their own Exhibit Space(s) to be sure noise levels from demonstrations or audio equipment is kept to a minimum and does not interfere with others. The Association reserves the right to determine at what level the sound interferes with others and must be adjusted or discontinued.

Exhibitors utilizing audio equipment of any nature may be required to purchase additional adjoining spaces in order to contain the public and prevent impeding the flow of traffic in aisle ways. The Association shall have final decision in this requirement.

Stock Truck Parking

The Association will attempt to provide a space for Exhibitor's stock truck and trailers.

All stock trailers must be parked in an area designated for stock trailers and display proper credentials. Any stock trailer parked in an unauthorized area or without proper credentials will be towed and impounded at owner's expense. Arrangements for stock trailer parking must be made in advance. Any Exhibitor needing stock trailer parking should contact the Vendor Office. Prior to parking a stock trailer, check in with the RV Office for permit and location.

Termination Policy

If the Exhibitor does not comply with the terms of the Agreement or these rules and regulations, the Association may terminate the Agreement and deem all payments earned and non-refundable. The Association may also repossess and resell the Exhibit Space without any benefit to the Exhibitor.

If the Exhibitor's methods of operation or quality or character of services are determined by the Association to not meet the full requirements of the Agreement, or do not meet the needs of the

public, the Association may terminate the Agreement with written notice to the Exhibitor.

If the Association terminates the Agreement, all of the Exhibitor's rights to the Exhibit Space cease, the Exhibitor shall immediately surrender possession of the Exhibit Space, and the Association has the right to dispossess the Exhibitor without liability for prosecution or damages as a result thereof.

Towing Vehicles – NEW

All vehicles must display the "Vehicle ID" included in the Agreement while parked on the Fairgrounds during set up and take down. Exhibitors are required to unload/load their vehicle and then move the vehicle from the inside grounds to the parking lot.

Vehicles left without ID or unattended on interior grounds for over 60 minutes will be TOWED.

Tow Fees:

First Offense: \$175.00

Second Offense: \$250.00

Third Offense: Contract Revoked NO EXCEPTIONS to this policy

Utilities

The Association will furnish reasonable amounts of water and general overhead illumination, without charge to the Exhibitor. The Association will also provide one standard 110V electrical outlet. All wiring, electrical cords, lights, electrical work, water and sewer connections or other utilities required by the Exhibitor shall be provided, installed and connected at the Exhibitor's sole cost and expense. All such utilities must comply with applicable codes.

Vendor Identification

All Vendors are required to wear identification that include both the name of the company and representative. Vendor identification cannot be exchanged or shared between employees.

Vendor Shuttle

The Association may choose to provide a free vendor shuttle that will transport Exhibitors and other vendors to and from the Fairgrounds to designated areas in the Parking Lots.

The use of this shuttle is a privilege; inappropriate behavior may result in a ban from the service. Service may be reduced or eliminated at any time.

Those choosing to utilize this service agree to release the Association, the County of Alameda, the State of California, their directors, officers, agents, and employees from any and all action, claims, or demands that a rider, their heirs, distributees, guardians, next of kin, spouse, and legal representatives now have or may hereafter have for injury or damage resulting from rider's use of the vendor shuttle.

Violation Policy

All monetary violations must be paid prior to opening of Exhibit Space.

Minor violation(s) not addressed in a timely manner –**Warning**

Moderate violation(s), previous violations not corrected - **\$50.00 Fine**

Multiple violations not corrected and/or severe violation of rules and regulation as defined in the Alameda County Fair Rules and Regulations and/or policies of Association, local, state, federal

law(s) **-\$100.00 Fine and/or Association right to terminate the Agreement (with or without cause upon giving Exhibitor a twenty-four (24) hour notice in writing of its intention to do so.)**

Wi-Fi Connection

Wi-Fi is available throughout the Fairgrounds. Wi-Fi connections are \$50.00 per device if paid in advance. To order a Wi-Fi connection, use the Equipment and Electrical Order Form available online.