



SONOMA COUNTY FAIR & EXPOSITION, INC.

Meeting of the Harvest Fair Board

WEDNESDAY, DECEMBER 11, 2019; 5:30 p.m.

Sonoma County Fairgrounds Board Room

AGENDA

BOARD MEMBERS: President, Jake Martini; Pat Emery, Vice-President;
Jacqueline Balletto, Becky Bartling, Percy Brandon, Cindy Crane, Rocco Cunningham, Scott Goyne, Michael Haney, Karissa Kruse/Amy Tesconi, Tony Linegar, Teejay Lowe, Mo McElroy, Tammi Matthias, Les Perry, Jason Schneider

1. Call to Order
2. Introduction of Guests
3. Public Comments on issues not on the Agenda: *Any member of the audience desiring to address the Board on a matter not on the agenda: Please stand and after receiving recognition from the Chair, please state your name and make your comments. In order that all interested parties have an opportunity to address the Board, each person is granted 3 minutes to speak. While members of the public are welcome to address the Board, under the Brown Act, Board members may not deliberate or take action on items not on the agenda, and generally may only listen. For items that are on the agenda, each person will be allowed to address the topic being discussed, and will be allowed 3 minutes to speak.*
4. Approval of Agenda
5. Approval of Item 1 on the Consent Agenda
The Consent Agenda includes routine financial and administrative actions that are usually approved by a single majority vote. Questions or comments are accepted, but there will be no discussion on these items prior to voting on the motion unless Board Members or the public request specific items be discussed and/or removed from the Consent Agenda and placed on the Regular Agenda under the appropriate Committee or Agenda Item.
6. Discussion and possible action to approve the Financial Statements through November 30, 2019 (Handout)
7. President's Report- Jake Martini
 - a. Report on Nominating Committee
8. Report from the Sonoma County Fair Board Meeting
9. Discussion & Possible Action: 2020 Awards Night LBC Contract (Attachment #2)
10. Discussion and Possible Action: 2020/2021 Harvest Fair
11. Election of 2020 Officers (Attachment #3)
12. Request for Future Agenda Items
13. Adjournment

DECEMBER DINNER PROVIDED BY: SONOMA COUNTY HARVEST FAIR

NEXT MEETING: JANUARY 15, 2020

**DISABLED ACCOMODATION: If you are a person with a disability and require information or materials in an appropriate alternative format; or if you require any other accommodation, please contact 707-545-4203. Advance notification within this guideline will enable the County to make reasonable arrangements to ensure accessibility.*

CONSENT AGENDA

1. Approval of November 13, 2019 Harvest Fair Board Meeting Minutes (Attachment #1)



**Sonoma County Harvest Fair
DRAFT Minutes of the
Board of Directors' Meeting
Wednesday, November 13, 2019 5:30 p.m.
Sonoma County Fairgrounds**

DIRECTORS PRESENT: Jake Martini, President; Pat Emery, Vice-President; Cindy Crane, Scott Goyne, Jacqueline Balletto, Les Perry, Tammi Matthias, Amy Tesconi, Jason Schneider, Percy Brandon, Teejay Lowe, Rocco Cunningham, Becky Bartling

DIRECTORS ABSENT: Michael Haney, Tony Linegar, Mo McElroy

OTHERS PRESENT: Heather Borck, Lorna Fox, Kaitlyn Findley-Thorn, Sheila Quince, Jane Engdahl, Emily Janowski

The meeting was called to order by President Martini at 5:30 p.m.

INTRODUCTION OF GUESTS: None

PUBLIC COMMENTS: None

APPROVAL OF THE AGENDA:

Director Lowe moved to approve the agenda; Director Balletto seconded the motion; the motion passed unanimously.

APPROVAL OF ITEM 1 ON THE CONSENT AGENDA:

Director Lowe moved to approve item 1 on the consent agenda; Director Goyne seconded the motion; the motion passed unanimously.

DISCUSSION AND POSSIBLE ACTION TO APPROVE THE FINANCIAL STATEMENTS THROUGH OCTOBER 31 2019:

Exhibits Coordinator Borck presented the Financial Statements.

Director Emery moved to request the Sonoma County Fair Board forgive the revenue sharing for the 2019 Harvest Fair; Director Goyne seconded the motion; the motion passed with Directors Lowe and Crane abstaining.

Director Lowe moved to approve the financial statements through October 31, 2019; Director Perry seconded, the motion passed unanimously.

PRESIDENT'S REPORT:

President Martini reported that he thought the 2019 Harvest Fair tasting was overall a positive experience for the patrons and the cuts that happened were smart and the budget was managed well.

He stated that he has appointed a Nominating Committee for the three openings that are coming up on the Board. The Committee is Directors Lowe, Crane and CEO Bartling. A leadership list will be provided at the December meeting for voting.

REVIEW OF THE 2019 HARVEST FAIR:

Exhibits Coordinator Borck presented the ticket sales report for the 2019 Harvest Fair. A discussion on how to increase the Awards Night ticket purchases ensued with ideas to be compiled and presented at the appropriate committees for further discussion and action. CEO Bartling requested that the Board send to Exhibits Coordinator Borck their ideas on the value to wineries of participating in the Harvest Fair in its entirety.

DISCUSSION AND POSSIBLE ACTION: NO SHOW WINERIES:

A letter and invoice will be sent to the four wineries that were no shows at the tasting event. No action taken.

AD HOC COMMITTEE REPORT:

No report.

DISCUSSION AND POSSIBLE ACTION: 2020/2021 HARVEST FAIRS:

CEO Bartling stated that the Fair dates still have not been solidified, so she recommended that the 2020 Harvest Fair stay with the traditional dates and not have it as part of the 2020 Sonoma County Fair. **Director Emery moved to aggregate the contract that the Harvest Fair Board has with the Sonoma County Fair to state that the 2020 Harvest Fair will remain with October dates; Director Perry seconded the motion; the motion passed unanimously.**

Director Emery moved to hold the 2020 Awards Night on October 4 and the tastings on October 9 & 10; Director Lowe seconded the motion. Discussions ensued. Director Emery amended his motion to state the 2020 Awards Night to be on October 2, with the tastings on October 9 & 10 and that if Friday, October 2 is not available for the Awards Night at the Luther Burbank Center, Awards Night would be held on October 4; Director Lowe seconded the motion; the motion passed unanimously.

DISCUSSION AND POSSIBLE ACTION: SARALEE & RICHARD'S BARN

As the 2020 Harvest Fair will remain in October, these discussions will take place at a future meeting.

REQUEST FOR FUTURE AGENDA ITEMS:

- Election of Officers

Director Lowe moved to adjourn the meeting at 6:50 p.m., Director Crane seconded the motion; motion passed unanimously.

CONSENT AGENDA

1. Approval of September 11, 2019 Harvest Fair Board Meeting Minutes (Attachment #1)

HARVEST FAIR IDEAS

From 11/13/19 Board Meeting

- Reconsider wine classes
- Board members call wineries to buy tables and “buy-in” to HF process and event
- Develop relationships with wineries
- Discount tickets for winery tastings for patrons
- By the glass sweepstake wines for restaurants
- Develop sheet that shows value to wineries to participate

FACILITIES RENTAL AGREEMENT

This Facility Rental Agreement (this “**Agreement**”), effective as of the last date set forth on the signature page hereto (the “**Effective Date**”), is made by and between the Luther Burbank Memorial Foundation, a California non-profit public benefit corporation dba Luther Burbank Center for the Arts (“**Center**”), and the party set forth as “**Client**” on the Agreement attached hereto and included herein by reference (the “Summary of Terms and Conditions”). Unless otherwise defined herein, all capitalized terms used herein shall have the meaning ascribed thereto in the Summary of Terms and Conditions.

CLIENT

Client Sonoma County Harvest Fair
Contract Signer Heather Borck
Address 1350 Bennett Valley Road
 Santa Rosa, CA 95404
Phone/Email Phone: 707.545.4203 • Email: heather.borck@sonoma-county.org

Event Date(s) Sunday, October 4, 2020
Post-As Sonoma County Harvest Fair Awards & VIP Dinner

SCHEDULE 1, VENUE, SCHEDULE AND USAGE

Access	Event Time	Agr	Function	Venue Space
10:00am-9:30pm	4:00pm-5:30pm	500-700	Reception	Lytton Rancheria Grand Lobby
10:00am-9:30pm	5:30pm-6:30pm	500-70	Awards	Person Theater
10:00am-9:30pm	6:30pm-9:00pm	Flow	Dinner	Pavilion
10:00am-9:30pm	5:00pm-9:00pm	Flow	Walk-way	Courtyard
10:00am-9:30pm	Flow	Flow	Food Prep	Schwing Salon
10:00am-9:30pm	Flow	Flow	Food Prep	Kitchen

SCHEDULE 2, DEPOSITS, FEES AND COSTS

Fixed Expenses				Actual	Variable Expenses				Estimates
Audio/Visual					Fire inspection				125.00
Microphone, wireless	1	100.00		100.00	Front of House				2,338.00
Microphone, backup	1	50.00		50.00	General Liability Insurance				230.63
Projector, main theater	1	500.00		500.00	Liquor Liability Insurance				56.79
Screen, main theater	1	500.00		500.00	Parking crew				250.00
Durable Rental Equipment					Production staff				1,650.00
Chairs, vendors (2 per) (lobby)	28	2.00		56.00	Rental equipment (outside vendors)				4,941.00
Chairs, registration (lobby)	4	2.00		8.00	Specialty chairs		2,050.00		
Chairs, padded on stage	8	5.00		40.00	Path lighting & heating		820.00		
Pipe & drape, lobby	6	35.00		210.00	Tenting		2,071.00		
Production manager, advancing	1	1,000.00		1,000.00	Security staff				525.00
Restrooms trailer, (pavilion)	1	500.00		500.00	Ushers, main theater				250.00
Tables, 6' registration (lobby)	2	10.00		20.00	Tablecloths/Linen				423.00
Tables, 8' vendors (lobby)	11	10.00		110.00	Usage	141	3.00		
Tables, 8' bars (lobby)	4	10.00		40.00	Cost Per				
Tables, 8' Wine & Awards (lobby)	3	10.00		30.00					
Tables, 8' Wine bottles (lobby)	1	10.00		10.00					
Tables, 6' bar backs (lobby)	4	10.00		40.00					
Tables, 6' vendors	4	10.00		40.00					
Tables, 24" cocktails (tall) (lobby)	24	10.00		240.00					
Tables, 5' Rounds (pavilion)	40	10.00		400.00					
Tables, 8' Wine staging (pavilion)	6	10.00		60.00					
Tables, 8' Kitchen (pavilion)	42	10.00		420.00					
Rent									
Person Theater	1	4,300.00		4,300.00					
Lytton Rancheria Grand Lobby	1	1,800.00		1,800.00					
Gary & Marcia Nelson Family Pl	1	700.00		WAIVED					
Joan & Mack Schwing Salon	1	400.00		WAIVED					
Pavilion	1	1,800.00		1,800.00					
Kitchen	1	600.00		WAIVED					
<i>(includes house sound and lights)</i>									
Signed agreement and deposits are due on the date listed in the contract agreement.					Estimated Rental Package				23,063.42
General liability insurance is required and is due 30 days prior to your event date. Liquor liability coverage is required on all events serving alcohol.					Less: Client discount on rent				7,900.00 30% (\$2,370.00)
Events selling alcohol must obtain an ABC License. Please check with the rentals department for more information and letter of approval.					Total Contract Agreement				20,693.42
					NON-REFUNDABLE DEPOSIT DUE BY DECEMBER 20, 2019				500.00
					FINAL BALANCE DUE BY SEPTEMBER 4, 2020				20,193.42

EXHIBIT A – SUMMARY OF TERMS AND CONDITIONS

GUIDELINES: *Client is required to read all guidelines that relate to their event and adhere to all. Non-compliance will result in breach of contract. Includes but not limited to: marketing, ticketing, assumption of liability, insurance and cancellation policies. Client is not permitted to use confetti, streamers, wet fog & snow machines within any venue space at the Center. If Client does not adhere to these conditions, Client will be billed for all labor and specialty-cleaning fees that will incur.*

INSURANCE REQUIREMENTS: *The Center requires that all Clients maintain in full force, during the occupancy of the rented Center and event dates a \$1M general liability insurance coverage (see insurance policy for more information). Verification is required and must be submitted to the rentals department within 30 days of the event date. If Client is serving alcohol, Client must provide liquor liability with the general liability. All alcohol sales requires an ABC permit and must be a non-profit. Please request ABC approval letter from your rentals manager.*

In Witness Whereof, the parties have executed this Facility Rentals Agreement effective as of the date first set forth below.

SIGNED AGREEMENT IS DUE BACK BY DECEMBER 20, 2019

VENUE:

Luther Burbank Memorial Foundation
a California non-profit public benefit corporation

Signature: _____

Name: Audrey Hansen-Rosado

Date: _____

CLIENT:

Sonoma County Harvest Fair

Signature: _____

Name: _____

Date: _____

EXHIBIT B – TERMS AND CONDITIONS

1. **LICENSED AREAS AND LICENSE PERIOD:** Center shall rent to Client the premises, rooms or areas, hereafter referred to collectively as “venue” for the times as indicated under **Access In** and **Access Out** on the Schedule A.
2. **RENTAL FEES:** Client shall pay to the Center as rent for the use of the venue space as provided herein as indicated in the set forth on **Schedule 2**. Unless otherwise provided in writing, all fees and charges and signed Agreement owed by Client to Center shall be paid to the Center on the contractual dates listed on the Agreement. The final balance shall be due no later than 30 days prior to the Access in date as set forth on **Schedule 1**. Unless expressly set forth herein, under no circumstances shall Client have the right to offset or withhold signed Agreements, any rent or fees due to Center pursuant to this Agreement. In the event the signed Agreement, deposits and balance on contracts are not received within 30 days of the contractual due date, the Center reserves the right to release the event date and cancel all events being held.
3. **DEPOSITS:** Client shall pay to Center upon executive of this Agreement the contracted non-refundable deposit. Client is responsible for any damage to the building, structures, equipment, furniture, fixtures and furnishings and all contracted items that include number of guests, period, security, alcohol usage and setup during the rental period and rented venue. Deposits shall be retained by Center to the extent the venue space is not left in an acceptable condition or the contracted Agreement is breached as determined by Center following Client's use of the rented venue space.
4. **SECURITY:** Client shall contract for security on all events serving alcohol or events over 150 people. Center will supply security guards and will be included in the contracted Agreement or added on and Client will be billed post-event for the addition. No outside security will be permitted. Center requires one (1) guard per every 100 guests attending. Center reserves the right to add additional security based on the flow of the vent and type of alcohol service.
5. **FINAL GUARANTEE:** Client shall give final guarantee with the events department during the advancement of their event. If the number of guests exceed the final guarantee, less than 3 days prior to the event date by ten (10) Center shall reserve the right to charge additional labor.
6. **CANCELLATION:** If Client cancels or post-pones the planned event within the following timeframes listed below, Client shall forfeit or owe to, the percentage listed based on the timeframe of cancellation. Notwithstanding any other provision of this Agreement, Center shall have the absolute right to terminate all or any portion of this Agreement upon thirty (30) days written notice. Further, Center May terminate this Agreement at any time when the Center, venue space or any portion thereof are required for public necessity or emergency use. In the event of termination under public necessity or emergency use only, all monies shall be refunded.

Date of Cancellation	% of Contracted Amount Owed
Cancellation between date of signing contract and 120 days prior to event date	40%
Cancellation between 199 days and 90 days of event date	60%
Cancellation between 89 days and 60 days of event date	75%
Cancellation between 59 days and date of event	100%

*events labor is scheduled in advance, notification of cancellation less than seven (7) days prior to event date are subject to additional labor charges based on the type of event. Center reserves the right to cancel the event at anytime due to unforeseen circumstances or the withholding of signed Agreements and payments and/or deposits.

7. **MULTI-USE FACILITY:** Client acknowledges that the Center is a multi-use facility and that no exclusive right to the use of common areas is herein granted. Client further acknowledges that other events may be booked in areas adjacent to or near the venue rented under this Agreement. Client agrees to adjust sound levels, parking and traffic flow (motor vehicle or pedestrian) as directed by Center's representatives.
8. **DESCRIPTION OF SERVICES, PERSONNEL, MATERIALS AND EQUIPMENT; REQUESTS FOR ADDITIONAL INFORMATION:** Client shall no later than the effective date provide Center with a complete and accurate description of the nature and type of event as set forth on **Schedule 1** including, without limitation, an enumeration of all service and personnel requirements of Client and all materials and equipment to be used in connection with the event. Services

requirements to be enumerated shall include, without limitation and by way of example, food, beverage, table and linen services as well as any audio/visual services as may be required in connection with the event. Personnel requirements to be enumerated shall include, without limitation and by way of example, performers, stage crew personnel, lighting and sound technicians, box office personnel, ushers, caterers, valet personnel and security officers. Center may from time to time request from Client additional information regarding the event. Client shall in such case promptly respond to any such requests in writing (unless Center's request for such additional information was delivered to Client in some manner other than writing in which case Client's response may be delivered in writing or in the same form as which the request was made.) Should Client determine subsequent to the delivery of the event description or response to a subsequent request for additional information that the information contained therein is inaccurate, incomplete or misleading, Client shall promptly, but in no event later than fourteen (14) days prior to commencement of the rental period, deliver to Center written notice fully detailing and correcting any information that is inaccurate, incomplete or misleading. Center reserves the right to charge reasonable fees or to deny or disallow any changes, additions or omissions from those descriptions as contained in the event description. Client shall no later than fourteen (14) days prior to the holding of the event deliver to Center a copy of all performance and technical riders between Client and performing groups.

9. **HOLD HARMLESS; INDEMNIFICATION:** Client shall hold harmless, defend and indemnify Center, its employees, officers, directors, representatives, agents and any other persons holding an interest in the Center (collectively referred to hereafter as the "Indemnified Parties") from and against any liability, lawsuit, action, claim, damages, cost or expense owed to or alleged to be owed to or brought by or on behalf of Client, its employees, officers, directors, representatives, agents and any other persons arising out of or in connection with the transactions and use of the Facilities contemplated by this Agreement including without limitation loss of life, personal injury, property damage and lost profits.
10. **INSURANCE:** Client shall at its sole cost and expense maintain in full force and effect during the Rental Period, including any extensions thereof, and during Client's actual use and occupation of the Facilities as herein provided, bodily injury, personal liability and property damage insurance **naming The Luther Burbank Memorial Foundation, its Board of Directors, employees, agents and representatives, as additional named insured's** with primary coverage, whether or not such additional named insured's shall have other insurance coverage against any losses covered by the insurance to be provided under this paragraph. Insurance policies to be maintained by Client under this paragraph shall be for coverage amounts not less than one million dollars (\$1,000,000) single limit covering bodily injury, personal injury, and property damage (including legal liability for damage to property of "Center") arising out of or in any way connected with Client's occupancy or activities in connection with this Agreement. Client shall no later than 30 days prior to event date deliver to Center a certificate of insurance showing the minimum coverage limits as provided in this paragraph, the additional named insured's and the policies may not be cancelled without thirty (30) days advance written notice of such pending cancellation being delivered to Center.
11. **RENTER PROPERTY REMOVAL:** Client shall upon termination of the Rental Period promptly remove from the Facilities all property belonging to Client or caused by Client to be brought upon the premises. Any property not promptly removed may be sold or otherwise disposed (including storage of such property at Client's expense) by Center in such manner, as Center deems appropriate. Client shall reimburse Center for all costs incurred in disposing of or storing Client's property. Client waives all requirements of notice of any sale or other disposition of such property and expressly grants to Center the right to sell such property and to retain the proceeds there from.
12. **CONDITION OF PREMISES; VACATING PREMISES:** Center shall provide regular housekeeping services in connection with the rental of the Facilities as contemplated hereunder. Notwithstanding, Client shall maintain the Facilities and all adjacent areas in a clean and safe condition at all times. Props, costumes, musical instruments and other items to be used in connection with the event shall be stored in designated areas when not in use. Upon expiration of the Rental Period, Client shall promptly vacate the Facilities and return same to Center in as good condition and repair as at the commencement of the rental period.

- 13. TICKET SALES RETENTION; CREDIT CARD PROCESSING CHARGES:** Client is responsible for understanding terms and conditions of the box office ticket services and paying all applicable fees. Client is financially responsible for credit card processing charges incurred from Client's ticket sales. In the final settlement Center shall retain the specific fee assigned to the Client listed on the Facilities Rental Agreement final settlement terms and conditions note. The retention amount shall be applied by Center against any returned checks or credit charges as well as to ensure Client is other obligations under this Agreement. The balance of the retention amount remaining after payment of any charges and satisfaction of obligations as provided by this paragraph shall be paid to Client. Ticket Prices: Client shall sell tickets only for such prices as advertised.
- 14. OPENING HOURS:** Center shall open the doors to the Facilities at the time as advertised by Client in connection with the event, but in no case later than one-half hour prior to the scheduled performance time of the event. Client employees shall be in place and ready to accommodate persons attending the event by the time the doors are opened.
- 15. CONCESSION SALES:** Center reserves the right to operate for its own account, or contract for the operation for its own account, all concessions ancillary to the event including without limitation all concessions for the dispensing and sale of food, alcoholic and nonalcoholic beverages, programs, souvenirs and novelties. Client is responsible for safeguarding against and absorbing any loss by Center of sales and/or concessions. Upon written consent of Center, Client and any exhibitors or other persons caused by Client to come on the premises may distribute free samples of foodstuffs or beverages. Client may be granted to serve own concessions on a case-by-case basis and must have final approval by Center.
- 16. ALCOHOL SALES AND SERVICE:** Alcohol may only be served for four (4) consecutive hours with the last ½ hour of the event being non-service. If the event is less than 4-hours the last ½ hour of the event will still be in place. Security is required for all events serving alcohol. One (1) guard per every 100 guests. Center will secure the security guards and include it in the final contract agreement. (no outside security is permitted). Hard alcohol/spirits must be approved by the center. If approved, a license bartender will be required. Anytime alcoholic beverages are sold, food and non-alcoholic beverages must be offered for sale as well. Alcohol beverage service must be overseen by an adult that is not drinking alcohol. No one under 21 is permitted to drink or serve alcohol. The center reserves the right to ID anyone that looks under 35 years of age. Alcohol is not permitted in our parking lot. All consumption at an event must take place within the rented venue space that the client has contracted for. Tailgate parties in the parking lot are prohibited. Alcohol sales are only permitted by non-profit companies and groups at public events. For-profit groups are not permitted to sell or provide alcohol at any public event. For-profit companies may provide alcohol **only** if it is not a ticketed event or using a license caterer who has a serving permit. Client must obtain an ABC license in order to sell or serve alcohol. Client must obtain "Letter of Approval" from the center to submit with their ABC Application. Liquor liability insurance (accompanied by general liability) is required. If client is having a private event and it is not ticketed and/or it is a hosted bar, client does not need an ABC license but must obtain approval from the center. Private social gatherings; birthdays, weddings, holiday parties, receptions are not required to to obtain an ABC License but must have liquor liability insurance. The **center** reserves the right to shut down any event at anytime if client is not adhering to the policies and/or safety is a concern.
- 17. ADVERTISING & PUBLICITY:** No signs or advertisements shall be placed in, on or about the Center or its premises without the prior written consent of Center. Client shall not publicize nor cause to be publicized, in any manner, any performance or event authorized prior to the effective date. All advertising and publicity materials used in connection with the event with references to the Center shall be made as follows: *Luther Burbank Center for the Arts*. All posters, flyers, newspaper, television and other visual advertisements or publicity shall be printed in such a manner that the event sponsor appears in larger and bolder type than the name *Luther Burbank Center for the Arts*. All advertising for fund-raising events shall clearly indicate the name of the nonprofit organization for whose benefit the event is being conducted. All publicity/advertisement must be pre-approved by the Center.
- 18. BROADCASTING:** The event shall not be broadcast, televised, or in any manner recorded for reproduction without the prior written consent of Center. Client shall pay in advance of any broadcast or recording all expenses pertaining thereto, including any insurance coverage as may be required by Center. Client shall hold Center harmless from all claims of whatever nature that may be brought in connection with such broadcasting or recording.

19. **COPYRIGHTS:** Client represents and warrants that nothing contained in any performance or materials rendered or provided in connection with any of the transactions contemplated under this Agreement violates or infringes upon any copyright, patent, right of privacy or other statutory or common law rights of any person. Client shall hold harmless, defend and indemnify Center with respect to any and all claims alleging any violation or infringement of copyright, patent, right of privacy or other statutory or common law rights of any person.
20. **SEATING CAPACITY:** Client shall not sell, give away, otherwise distribute, or permit to be sold, given away or otherwise distributed any number of tickets or passes in excess of the capacity of the Facilities Venue as determined by the center.
21. **COMPLIANCE OF LAWS:** Client, its agents and employees, shall comply with all laws, ordinances, rules and regulations as prescribed by any government authority or agency. Client shall further comply with all rules and regulations of Center for the use and occupancy of the Facilities.
22. **ENTERTAINMENT MORALS:** No performance, exhibition, or entertainment that is illegal under any law or ordinance shall be allowed at the Center or the Facilities
23. **CONDUCT; SECURITY; EARLY TERMINATION:** Client shall be solely responsible for the orderly conduct of all persons using the premises by its invitation, either expressed or implied. Center reserves the right to eject or cause to be ejected from the premises any person or persons whose conduct is deemed by Center to be unlawful or otherwise objectionable. By way of example and without limitation, such objectionable conduct shall include unlawful or excessive use of alcoholic beverages, intoxication, illicit drug use, excessive and unnecessary noise, use of profanity, verbally or physically abusive behavior, the making of threats, possession of firearms or other weapons, fighting and dangerous or inappropriate use of motor vehicles. Center shall provide at Client's expense, adequate security protection as Center shall determine is appropriate to maintain order on and about the premises. Center shall have the right to immediately terminate or restrict any event being conducted on or about the Facilities if in Center's sole determination such termination or restriction is warranted for the protection of life, prevention of injury or the preservation of property. In the event that Center exercises its right to immediately terminate or restrict any event, Client shall not be entitled to any refund of any deposits or other monies paid and shall promptly pay to Center any additional costs or expense that results from such termination or restriction of the event.
24. **BUILDING CONTROL KEYS:** The entrances and exits of the Facilities shall be unlocked at such times as may be required for Client's use. The keys to the premises shall at all times be in the possession and control of Center. Center and its representatives shall have the right to enter any portion of the Facilities, and the premises at all times.
25. **LOST ARTICLES:** Center shall collect and retain custody of lost articles left in the Facilities by persons attending the event.
26. **FLAMMABLE MATERIALS:** No flammable materials, such as bunting, tissue paper, crepe paper, etc. shall be permitted to be used for decorations. All materials used for decorative purposes (décor on tables, walls, and stage sets) must be treated with flame proofing and approved by the fire department in accordance with Title 19 of the California Code of Regulations.
27. **DELIVERIES:** Solely as an accommodation to Client, and without accepting any liability, Center will accept delivery of shipments of property delivered to Client at the Facilities no more than 3 days prior to the event and with the advance approval from the Center. Center shall not be responsible for any loss or damage to or of such property and Client waives any claim it may have as against Center, its employees, representatives and agents that may be brought in connection with the delivery and acceptance of delivery of such property.
28. **OBSTRUCTIONS:** Client shall not do, nor permit to be done, anything that interferes or may interfere with the effectiveness or accessibility of utility, heating, ventilating or air conditioning systems or any portions thereof. Client shall not do, or permit to be done, anything that interferes or may interfere with free access and passage throughout the facility or the public areas adjacent thereto. Exhibit Entrance: All articles, exhibits, fixtures, materials, displays, etc. shall be brought into or taken out of the Facilities at such entrances and exits and at such times as may be designated by Center.

- 29. OCCUPANCY INTERRUPTIONS:** In the event Center, or any part thereof, shall be deemed unsafe, destroyed or damaged by fire, earthquake, flood, or any other cause, or in the event of any casualty or unforeseen occurrence, including without limitation loss of utilities, loss of internet services, judicial rulings, strikes, labor disputes, war, acts of God, act of terrorism, or acts of military authorities, that would render the fulfillment of this Agreement impracticable or impossible (i) this Agreement shall terminate; (ii) Center reserves the right to move Clients to another location within the facility if available; (iii) Center shall not be liable to Client for any damages (including without limitation damages resulting from loss of profits or any consequential damages even if such damages are foreseeable); (iv) Center shall be relieved from any further liability under this Agreement; (v) no claims for compensation, damages, or otherwise shall be made against Center by Client; and (vi) any rental fee for the unused portion of the Rental Period shall be refunded to Client.
- 30. RENTER NOT AGENT OF LANDLORD; INDEMNIFICATION:** Client is not an agent of Center. Client has no authority, and none is given, to bind Center to any contract or other obligation. Client alone is responsible and otherwise liable for all acts or omissions of Client, its officers, employees and representatives. Client further agrees to hold harmless, indemnify and defend Center, its officers, employees and representatives, from and against any and all claims, of whatever nature, brought with respect to any act or failure to act by Client, its officers, employees or representatives.
- 31. LIMITATION ON LIABILITY:** Client agrees that under no circumstances shall Center be liable to Client for any incidental, special, or consequential damages of any nature whatsoever, such as, but not limited to, loss of Center, loss of anticipated profits, or other economic loss, even if Center has been advised of the possibility of these damages.
- 32. NO REPRESENTATION OF SUCCESS:** Client acknowledges that Center has made no representations, warranties, or guarantees as to the potential volume of tickets sales or the possible or expected success of the event. Client further acknowledges that in entering into this Agreement Client is not relying upon any representation, guarantee, or guarantee by Center (including any of Centers, employee, agents, volunteers, or independent contractors) except for representations, if any, expressly set forth in this Agreement.
- 33. RIGHT TO WITHHOLD REVENUE:** Notwithstanding paragraph 11 hereof, Center expressly reserves the right to withhold any Center, proceeds, Security Deposits, or other monies received or held by Center incident to Client's production of the event or otherwise pursuant to this Agreement to satisfy any obligation of Client, including without limitation Client's indemnification obligations, under this Agreement
- 34. NO THIRD PARTY BENEFICIARIES:** Except as expressly provided herein, nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto, or their respective successors and assigns, any rights, remedies, obligations, or liabilities under or by reason of this Agreement.
- 35. ALCOHOL SERVICE/SALES:** Alcohol may only be served (4) consecutive hours with the last ½ hour of event be non-service. If event ends prior to 4 hours, last ½ hour still applies. Alcohol may only be sold at events that are hosted by a non-profit or if licensed caterer/winery who holds an ABC license for the event. Private social functions (non-ticketed or sale of alcohol) is permitted. The Center allows beer, wine and champagne. Spirits are not permitted unless prior authorization has been given to the client by the center. All events serving alcohol must have security provided by the Center.
- 36. GOVERNING LAW:** This Agreement shall be governed by and construed under the laws of the State of California without regard to the conflict of laws rules of such state. The parties hereby acknowledge and agree that this Agreement was made and shall be performed in the County of Sonoma in the State of California, and hereby consent to the exclusive jurisdiction and Center of such county.

ACCEPTANCE: By signing the Facilities Rental Agreement, the Client agrees to all Terms and Conditions set forth in the Facilities Rental Agreement (Schedules 1 & 2) and Terms and Conditions (Exhibits A & B).

VENUE:

Luther Burbank Memorial Foundation
a California non-profit public benefit corporation

Signature: _____

Name: Audrey Hansen-Rosado

Date: _____

CLIENT:

Sonoma County Harvest Fair

Signature: _____

Name: _____

Date: _____

[illegible]

Directors (from Bylaws)ARTICLE IIIDirectors

Section 3.01 The Board of Directors shall consist of seventeen (17) persons. The number of directors may be changed by amendment of this bylaw; provided, however, that there shall never be less than three (3) directors.

Section 3.02 The Board of Directors shall be composed of the following persons selected in the following manner:

1. Four members from the Sonoma County Fair and Exposition, Inc., Board of Directors, designated in writing by the President of the Board of Directors of the Sonoma County Fair and Exposition, Inc. Two appointees will be current County Fair Board members and two appointees will be Honorary County Fair Board members.
2. Sonoma County Fair CEO, who will serve as an ex officio of the board, and have voting rights in the case of a tie or lack of quorum.
3. Agricultural Commissioner of the County of Sonoma.
3. Two persons nominated in writing by the Agricultural Commissioner of the County of Sonoma representing agriculture and elected by the Sonoma County Harvest Fair Board of Directors.
4. Six persons elected by the Sonoma County Harvest Fair Board of Directors for expertise in fields relating to the Sonoma County Harvest Fair.
5. Two persons nominated in writing by the Sonoma County Vintners, and elected by the Sonoma County Harvest Fair Board of Directors as representatives of the wineries of Sonoma County.
6. Current Executive Director of the Sonoma County Vintners.
7. Current President of the Sonoma County Wine Grape Commission.

A senior staff member may be appointed to the seat for the Sonoma County Vintners and the Sonoma County Winegrowers provided that it is for a minimum term of one year.

Section 3.03 The following Directors shall hold office for an indefinite term:

- a) The Sonoma County Fair CEO –Secretary/Treasurer to the Board
- b) The Sonoma County Agricultural Commissioner
- c) The current Executive Director of the Sonoma County Vintners.
- d) The current President of the Sonoma County Wine Grape Commission.

Section 3.04 The terms of all other Directors shall be three (3) years, expiring on December 31 of the third calendar year following the election or designation of each such Director, and until a successor Director has been elected or designated and qualified, unless such Director resigns or is removed sooner.

Section 3.04.1 Excepting the four members appointed from the Sonoma County Fair & Exposition, Inc. Board, Directors terms shall be limited to three (3) consecutive terms (9 consecutive years). Excepting the four members appointed from the Sonoma County Fair & Exposition, Inc. Board, any Director who has served 9 consecutive years must vacate his/her seat for a minimum of one (1) year. At a later date, he/she may be re-elected back by a vote of 2/3 majority of the Board.

Section 3.05 "Elected Directors" six (6) elected by the Board under Section 3.02 whose terms expire on December 31 shall be elected at the regular meeting of the Board of Directors in November of each year. Prior to such meeting, the President shall appoint a nominating committee consisting of three (3) Directors who shall consider candidates to fill the office and report to the Board at such meeting. Vacancies on the Board which occur in the interim may be filled by majority vote of the Directors at any regular Board meeting subsequent to such occurrence.

Section 3.05.1 "Designated Directors" eight (8) designated by an nominating entity or individual under Section 3.02 whose terms expire on December 31 shall be subject to a re-nomination or replacement by the nominating authority and re-elected at the regular meeting of the Board of Directors in November of each year. In case a vacancy occurs at any time, notification of such vacancy shall be given to the nominating authority. If a period of forty-five (45) days passes following such notification and a replacement has not been designated to fill the vacancy, the Board, at any subsequent regular meeting, may fill the office for the remainder of the unexpired term of the vacant directorship by a majority vote of the Directors.

Section 3.06 Directors may be removed from office by majority vote of the Board of Directors. The Board by majority vote may declare vacant the office of a Director who fails to attend three (3) Board meetings in any calendar year without obtaining from the President an excuse from attendance. In either case, whether the vacancy is created by removal, death, resignation, or absenteeism, the Board of Directors shall cause the vacancy to be filled in the manner set forth above in Section 3.05 as to "Elected Directors" and in Section 3.05.1 as to "Designated Directors".

Section 3.07 At the regular meeting of the Board of Directors in November of each year, the Directors shall elect a President, a Vice-President, from among the Directors who shall serve at the pleasure of the Board. The Fair CEO shall serve as Secretary/Treasurer. All voting for elections of directors and officers and for their removal shall be by secret written ballot at a meeting of the Board at which a majority of the authorized number of Directors is present, or was initially present. Directors may not cumulate votes.

Directors Whose Terms Expire December 31, 2019

Cindy Crane (County Fair Board Appointee)	Eligible for re-appointment
Scott Goyne (At Large)	Eligible for re-appointment
Tammi Matthias (At Large)	Eligible for re-appointment
Sonoma County Vintners Appointee	
Tom Scott Former Seat (At Large)	

Nominating Committee (Consisting Of Three Directors) Appointed By President

Nominating Committee:

Chair –

Director -

Director -

Officer Nomination:

President - _____

Vice-President – _____

Ballot:

President - _____

Vice-President – _____