

**LEASE/AGREEMENT FOR OPERATION, MANAGEMENT AND MAINTENANCE  
OF HUMBOLDT COUNTY FAIR AND FAIRGROUNDS**

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This Lease Agreement, made and entered into on the 16<sup>th</sup> day of October, 2018, by and between the COUNTY OF HUMBOLDT, a political subdivision of the State of California, hereinafter referred to as COUNTY, and the HUMBOLDT COUNTY FAIR ASSOCIATION, a California private nonprofit corporation, hereinafter referred to as ASSOCIATION.

**RECITALS:**

WHEREAS, COUNTY owns the County Fairgrounds located in the City of Ferndale (hereinafter referred to as "FAIRGROUNDS"); and

WHEREAS, pursuant to Government Code Section 25536, the Board of Supervisors, by a four-fifth's vote, may enter into a lease of the FAIRGROUNDS without competitive bidding; and

WHEREAS, Government Code Section 25906 authorizes COUNTY to contract with a nonprofit corporation to conduct an agricultural fair in the county for such period and under such conditions as COUNTY may determine; and

WHEREAS, COUNTY desires to hold and conduct an annual County Fair in said county at the FAIRGROUNDS and has designated the fair as the Humboldt County Fair (hereinafter referred to as "FAIR"); and

WHEREAS, the State of California has appropriated certain monies for the encouragement of county fairs, and such monies are apportioned to such FAIR by the Department of Food and Agriculture; and

WHEREAS, ASSOCIATION has the experience necessary to promote the agriculture, industrial, and recreational interests of the people of Humboldt County; and

WHEREAS, COUNTY wishes to contract with ASSOCIATION, pursuant to the provisions of Government Code Section 25906, for the purpose of having ASSOCIATION hold and conduct the FAIR and use, possess, and manage the FAIRGROUNDS for the period of this agreement.

NOW, THEREFORE, it is agreed to as follows:

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### 1. PREMISES

COUNTY leases to ASSOCIATION and ASSOCIATION leases from COUNTY the following described premises located in Ferndale, County of Humboldt, State of California:

APN'S 030-011-003, 030-021-003, 030-071-001, 030-081-006, 030-112-017, 030-112-20, and 100-181-03, most commonly known as the County Fairgrounds. Leased premises are approximately 65 acres. The location of these premises is more particularly shown on Exhibit A, which is attached hereto and incorporated herein.

### 2. CONSIDERATION

The consideration for the Agreement of FAIRGROUNDS is the benefit received by COUNTY and its residents from the management and operation of the County Fair by ASSOCIATION and the maintenance and repair of the leased premises by ASSOCIATION.

### 3. CONDUCT OF COUNTY FAIR AND MANAGEMENT OF FAIRGROUNDS

A. ASSOCIATION shall annually hold and conduct an agricultural fair at the FAIRGROUNDS. The FAIR shall be held and conducted by ASSOCIATION once each year during the term of this Agreement, on such dates and at such times as ASSOCIATION may select. ASSOCIATION shall use, possess, and manage the FAIRGROUNDS for the purpose of conducting the FAIR. ASSOCIATION may also use the FAIRGROUNDS for purposes not inconsistent with the terms of this Agreement or with the conduct and operation of the FAIR. To the extent permitted by law, ASSOCIATION may conduct horse races on the FAIRGROUNDS.

B. Notwithstanding the foregoing and upon COUNTY'S advising ASSOCIATION of its intended use, COUNTY may use the FAIRGROUNDS for any lawful COUNTY purposes including, but not limited to, a polling place, disaster care center, and/or community emergency coordinating center. Any such use shall be at no charge to COUNTY.

ASSOCIATION shall require any group using and/or renting FAIRGROUNDS to relinquish the premises in the event of a disaster or emergency pursuant to this paragraph.

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### 4. TERM

The term of this Agreement shall commence on the date when:

- A. Both COUNTY and ASSOCIATION have signed this Agreement, and
- B. COUNTY has received written notice from the California Department of Food and Agriculture that it has approved the Agreement.

This Agreement shall terminate eight (8) years from the commencement date unless terminated prior thereto as hereafter provided.

Agreement may be terminated on December 31 of each year during the term of this Agreement by written notice and by mutual consent of both COUNTY and ASSOCIATION. Such notice of termination shall be effective if submitted not less than ninety (90) days prior to December 31 of the year when such termination becomes effective.

### 5. PREPARATION AND SUBMISSION OF BUDGET TO COUNTY AND DEPARTMENT OF FOOD AND AGRICULTURE

Upon the execution of this Agreement, and annually thereafter during the term hereof, ASSOCIATION shall submit to COUNTY a budget showing the estimated revenues and the proposed expenditures from all sources during the ensuing calendar year. Upon approval of said budget by COUNTY'S Board of Supervisors, ASSOCIATION shall submit said approved budget to the California Department of Food and Agriculture. The approved budget and its submittal to the California Department of Food and Agriculture shall constitute an application to COUNTY for an apportionment to COUNTY of funds from the Fairs and Expositions Fund of the State of California (FEF).

The budget and application provided for in this paragraph shall request and provide for the maximum allocation allowed by law. The budget provided for by this paragraph shall comply with all requirements of the California Department of Food and Agriculture, the State Department of Finance, and other concerned State agencies, and provisions of the Food and Agricultural Code, and Business and Professions Code which apply to fairs, and ASSOCIATION shall prepare and submit all information and do all things necessary to qualify COUNTY for the maximum allocation permissible from the FEF.

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### 6. STATEMENT OF OPERATIONS

Within ninety (90) days of the end of each fiscal year during the term of this Agreement, ASSOCIATION shall file with the California Department of Food and Agriculture a detailed statement of ASSOCIATION'S operations in the previous fiscal year. The statement shall comply with provisions of Section 4505 of the Food and Agricultural Code and other applicable laws.

### 7. DEPOSITS AND EXPENDITURES

ASSOCIATION shall retain and use all monies received by it from the conduction of said FAIR and from the use, possession, and management of FAIRGROUNDS and shall pay therefrom all expenses incurred in connection with both.

COUNTY shall comply with Food and Agricultural Code Section 4481 for any state money apportioned to COUNTY for FAIR.

### 8. AWARDS AND PREMIUMS

ASSOCIATION shall pay all premiums awarded by the judges at FAIR, subject to the prior approval of the premium list by the California Department of Food and Agriculture and the necessary apportionment and disbursement of the required funds by the State of California to COUNTY, provided that:

A. All premium awards are made in accordance with a published premium list approved by the California Department of Food and Agriculture, as aforesaid, and applicable rules and regulations of the California Department of Food and Agriculture;

B. Certification of the awards of said premiums by said judges has been duly and regularly made and presented to ASSOCIATION; and

C. State of California, Department of Food and Agriculture, Division of Fairs and Expositions, its officers, agents, employees, and servants shall not be liable for premiums paid or not paid or awards made or not made.

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### 9. RECORDS AND ACCOUNTS

ASSOCIATION shall prepare and maintain accurate and complete records in accordance with applicable state laws and regulations. On or before August 1 of each year, ASSOCIATION will complete an itemized statement of all receipts and disbursements resulting from activities conducted by ASSOCIATION on FAIRGROUNDS during the previous fiscal year (July 1 of the previous year through June 30 of the current year). ASSOCIATION hereby agrees that all contracts, receipts, disbursements and other financial documents pertaining to said management and control of the FAIR and FAIRGROUNDS shall be subject to examination by COUNTY, the California Department of Food and Agriculture, and the State Department of Finance. All contracts, receipts, disbursements and other financial documents pertaining to said management and control of the FAIR and FAIRGROUNDS shall be provided to COUNTY in a digital format when requested. COUNTY may request paper reproductions of statements, relevant accounts and records used to support ASSOCIATION'S said annual itemized statement. ASSOCIATION shall make these items available within thirty (30) days of such request by COUNTY.

### 10. AUDIT

ASSOCIATION shall cause to be conducted an independent annual fiscal review as required by the California Department of Food and Agriculture for FEF money, and an independent financial audit every fifth year. ASSOCIATION shall forward the annual fiscal review each year, to the Department of Food and Agriculture, Division of Fairs and Expositions, and certify the financial viability of ASSOCIATION and the fair it conducts. Pursuant to Business and Professions Code Section 19638, the books and records of ASSOCIATION shall be subject to audit by the Department of Finance, at the discretion of the Department of Finance.

### 11. ADDITIONAL APPROPRIATIONS UNDER SECTION 19630 OF THE BUSINESS AND PROFESSIONS CODE

ASSOCIATION and COUNTY agree that, with respect to the commitment or expenditure of any funds allocated by an executive order of the State Director of Food and Agriculture pursuant to Section 19630 of Business and Professions Code or by any other authority, procedures applicable to COUNTY with respect to purchases and contracts shall be followed.

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### 12. LIMITATION OF CONDUCT OF OTHER FAIRS

During the period of this Agreement, ASSOCIATION, during the period of said FAIR, will not engage in the conduct or operation in Humboldt County of any other fair, exposition, or contest.

### 13. ASSOCIATION / INDEPENDENT CONTRACTOR

In the performance of this Agreement and in the use, possession, management, and control of FAIR and FAIRGROUNDS, ASSOCIATION is acting as an independent contractor and not an agent of COUNTY or State of California.

### 14. CONTRACTS ENTERED INTO BY ASSOCIATION

The Board of Directors of ASSOCIATION may delegate to ASSOCIATION'S General Manager the authority to execute any contracts pertaining to the FAIR, or FAIRGROUNDS, in accord with this Agreement, with prior approval of the Board if the contract does not involve the receipt or expenditure of more than Twenty-five Thousand Dollars (\$25,000.00).

### 15. MODIFICATIONS

ASSOCIATION shall not make any changes or modifications to FAIRGROUNDS or structures without obtaining COUNTY'S prior written consent, which shall not be unreasonably withheld, except that ASSOCIATION may make modifications which do not cost more than \$25,000.00 without obtaining COUNTY'S prior consent. Should ASSOCIATION request consent for a modification, COUNTY'S failure to respond to that request within 10 business days shall be deemed consent by COUNTY. Any changes or modifications made by ASSOCIATION shall be at ASSOCIATION's sole expense, except for funds received by ASSOCIATION from other sources. Any construction, improvement, maintenance or repair work on FAIRGROUNDS may be subject to provisions of Section 22030 et seq. of the Public Contract Code (public works contracts and bidding requirements) to the extent said law may be applicable to lessees of public property.

### 16. SUBCONTRACTORS

Should ASSOCIATION subcontract any portion of the work to be performed under this Agreement, said SUBCONTRACTORS shall be required by ASSOCIATION to:

- A. Enter into a written contract with ASSOCIATION acknowledging that

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no employee/employer relationship exists between ASSOCIATION and SUBCONTRACTOR and that no Workers' Compensation, unemployment benefits, or other personnel benefits are required by or available to SUBCONTRACTOR through ASSOCIATION or COUNTY.

B. Hold harmless and to indemnify, defend, and save harmless ASSOCIATION and COUNTY, Board of Directors of ASSOCIATION, County of Humboldt Board of Supervisors, officers, agents, and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers, and any other person, firm, or corporation who may be injured or damaged by SUBCONTRACTOR in the performance of this Agreement.

### 17. PREVAILING WAGES

ASSOCIATION acknowledges and agrees that all work on physical modifications required to be performed as a condition precedent to the commencement of the term of this Agreement, or any such future work performed by ASSOCIATION at the request of COUNTY, shall be governed by, and performed in accordance with, the provisions of Article 2 of Chapter 1, Part 7, Division 2 of the Labor Code of the State of California (Sections 1770 et seq.). These provisions are not applicable to modifications costing not more than One Thousand Dollars (\$1,000.00).

Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the Humboldt County Board of Supervisors has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality applicable to this Agreement for each craft, classification, or type of workman needed to execute the aforesaid structural modifications from the director of the State Department of Industrial Relations. ASSOCIATION herein agrees that ASSOCIATION shall post, or cause to be posted, a copy of such wage rates at the job site and shall pay the adopted prevailing wage rates. Copies of said prevailing wage rates may be obtained from the California Department of Industrial Relations.

Except as expressly set forth in this Agreement, nothing herein is intended to grant authority for ASSOCIATION to perform construction work on space currently leased by COUNTY or for which COUNTY has entered into an agreement or amendment to the agreement.

### 18. BUILDING STANDARDS AND COMPLIANCE WITH LAWS

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ASSOCIATION covenants and warrants that any remodeling will be done in accordance with all local, state, and federal laws and regulations, including but not limited to, the Americans With Disabilities Act. ASSOCIATION further agrees to comply with any federal, state, or local licensing standards, any applicable accrediting standards, and any other applicable standards or criteria established locally or by the state or federal governments.

ASSOCIATION shall also comply with all applicable laws and regulations relating to the conduct of county fairs or relating to any operations or activities conducted on FAIRGROUNDS by ASSOCIATION or conducted by others with ASSOCIATION'S permission, express or implied. ASSOCIATION shall obtain all licenses or permits and pay all fees which may be required in order to conduct any such operation or activity, including, but not limited to, all costs for environmental review as may be required to comply with the California Environmental Quality Act, Public Resources Code section 21000 et seq.

COUNTY shall have the right to terminate this Agreement upon reasonable notice, as determined by COUNTY, if any of the above mentioned applicable laws, standards, or criteria are not complied with.

### 19. SMOKING

Pursuant to Humboldt County Code §971-1 et seq., COUNTY owned or leased premises are smoke free. ASSOCIATION shall comply with said provision.

### 20. MAINTENANCE AND REPAIR OF FAIRGROUNDS

ASSOCIATION agrees to maintain FAIRGROUNDS and all facilities and improvements located thereon in a good state of repair and to make all necessary repairs to such FAIRGROUNDS, facilities, and improvements, and agrees to bear, assume, pay, and discharge all expenses and obligations incurred by it in connection with said FAIR and FAIRGROUNDS facilities and improvements. All such expenses and obligations shall be paid by ASSOCIATION from its own funds, except that ASSOCIATION may use the following funds to pay and discharge such expenses and obligations:

Such sum as COUNTY may allocate for work in advance of holding FAIR and other purposes incidental to the plans and preparation of FAIR;



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Such sums as may be appropriated by COUNTY to be used for the general conduct of the FAIR;

Such sums as have been approved for disbursement by the Board of Supervisors of COUNTY;

Such sums as have been or may be appropriated by the California Department of Food and Agriculture to COUNTY from the FEF, which said Board of Supervisors, with the consent of the California Department of Food and Agriculture, may determine to use for the purpose of said FAIR.

### 21. HOLD HARMLESS INDEMNIFICATION

COUNTY agrees to indemnify and hold harmless, and at its own risk, cost, and expense defend the State of California, Department of Food and Agriculture, Division of Fairs and Expositions, its officers, agents, employees, and servants and ASSOCIATION and its officers, directors, employees, contractors and agents from and against any and all liability expense, including defense costs, legal fees, and claims for damages arising from COUNTY'S negligence, intentional acts, or breaches of this Agreement. Indemnification with respect to defense costs shall be made at the time ASSOCIATION and/or the State of California, Department of Food and Agriculture, Division of Fairs and Expositions incur such costs.

ASSOCIATION agrees to indemnify and hold harmless, and at its own risk, cost, and expense defend the State of California, Department of Food and Agriculture, Division of Fairs and Expositions, its officers, agents, employees, and servants and COUNTY, its Board of Supervisors, officers, agents, and employees from and against any and all liability expense, including defense costs, legal fees, and claims for damages arising from ASSOCIATION'S negligence, intentional acts, violation of county, municipal, federal and/or state laws or regulations, or breaches of this Agreement. Indemnification with respect to defense costs shall be made at the time COUNTY and/or the State of California, Department of Food and Agriculture, Division of Fairs and Expositions incur such costs.

### 22. INSURANCE

ASSOCIATION shall, at its own expense and for the life of this Agreement, obtain and maintain policies of insurance for:

Comprehensive General Liability Insurance (broad form endorsement) ,

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including public liability, premises operation, contractual liability, with minimum limits of \$5,000,000.00 combined single limit (CSL - any one incident/any one occurrence), covering all bodily injury and property damage, including any legal fees, arising out of its operation under this Agreement.

The General Liability Insurance coverage must also include liquor legal liability.

Comprehensive Automobile Insurance for all owned, non-owned, and hired vehicles covering all bodily injury and property liability incurred during the performance of this Agreement with minimum coverage of \$1,000,000.00 any one occurrence.

Workers' Compensation Insurance as required by law covering all its employees and volunteers.

ASSOCIATION shall, throughout the period of this Agreement, maintain any other insurance, permits, or surety bonding that may be required by applicable local, state, or federal laws and regulations.

The above insurance shall be underwritten by insurance companies authorized to do business in the State of California and certificates, referred to above, must include thirty (30) days prior written notice of any material change or cancellation.

COUNTY reserves the right to obtain complete copies of the original insurance policies, if the County Risk Manager desires to do so.

If ASSOCIATION does not keep the above mentioned insurance in full force and effect during the life of this Agreement, COUNTY, at ASSOCIATION'S expense, may elect to purchase the necessary insurance, and ASSOCIATION agrees to pay the cost of said insurance or, in the alternative, COUNTY may elect to treat the failure to maintain requisite insurance as a breach of contract and terminate the Agreement as provided herein.

This Agreement shall not be executed by COUNTY until certificates or other sufficient proof that these insurance provisions have been complied with are filed with the Clerk of the Humboldt County Board of Supervisors.

### 23. USER/ CONCESSIONAIRE INSURANCE

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ASSOCIATION shall require any USER/ CONCESSIONAIRE using FAIRGROUNDS to provide the following insurance, as applicable to their use, at their own expense and for the term of their use:

A. Comprehensive General Liability Insurance (broad form endorsement) including public liability, products liability, premises operation, contractual liability, liquor legal liability or host liquor liability, fire legal liability, with a minimum of \$1,000,000.00 combined single limit.

B. Comprehensive Auto Liability for all owned, non-owned and hired vehicles covering all bodily injury and property damage incurred during the performance of their use of FAIRGROUNDS with the minimum coverage of \$1,000,000.00 per accident combined single limit.

C. Workers' Compensation Insurance, as required by law, covering all contractors, employees, and volunteers.

The above insurance shall be underwritten by insurance companies authorized to do business in the State of California and certificates referred to above must include the following:

1. Name COUNTY and ASSOCIATION as "additional insured".

2. Shall constitute primary insurance as to the COUNTY, its Board of Supervisors, officers, agents, and employees and ASSOCIATION so that any other policies held by COUNTY or ASSOCIATION shall not contribute to any loss under said insurance policies.

3. USER/CONCESSIONAIRE is not entitled to any rights unless Certificates of Insurance or other sufficient proof that the above mentioned insurance is in effect and the provisions complied with. Such certificate(s) or other proof shall be on file with ASSOCIATION.

### 24. NUCLEAR FREE CLAUSE

ASSOCIATION certifies by its signature below that ASSOCIATION is not a nuclear weapons contractor, in that ASSOCIATION is not knowingly or intentionally engaged in the research, development, production, or testing of nuclear warheads, nuclear weapons systems, or nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. ASSOCIATION agrees to notify COUNTY

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immediately if it becomes a nuclear weapons contractor as defined above. COUNTY may immediately terminate this Agreement if it determines that the foregoing certification is false or if ASSOCIATION becomes a nuclear weapons contractor.

### 25. ASSOCIATION'S DEFAULT

ASSOCIATION shall be in default of this Agreement if it fails or refuses to perform any provision of this Agreement that it is obligated to perform if the failure to perform is not cured within thirty (30) days after written notice of the default has been given by COUNTY to ASSOCIATION.

If the default cannot reasonably be cured within thirty (30) days, ASSOCIATION shall not be in default of this Agreement if ASSOCIATION commences to cure the default within the 30-day period and diligently and in good faith continues to cure the default.

COUNTY, at any time after ASSOCIATION commits a default can cure the default at ASSOCIATION'S cost. If COUNTY at any time, by reason of ASSOCIATION 'S default, pays any sum or does any act that requires the payment of any sum, the sum paid by COUNTY shall be due immediately from ASSOCIATION to COUNTY at the time the sum is paid, and if paid at a later date, shall bear interest at the maximum rate an individual is permitted by law to charge from the date the sum is paid by COUNTY until COUNTY is reimbursed by ASSOCIATION.

If ASSOCIATION fails to cure the default, COUNTY shall have the right to terminate this Agreement.

### 26. TERMINATION

Except as otherwise provided, and except during the FAIR period or any period leading up to the FAIR period where the FAIR has been substantially planned, either party may terminate this Agreement, upon seven (7) days written notice, for any cause or reason provided by the Agreement itself, or by law, or upon the happening of one or more of the following:

A. The making of any general assignment for the benefit of creditors by either party.

B. The failure of either party to pay promptly when due all undisputed charges, fees, or other payments in accordance with this Agreement.

C. The failure of either party to remedy any default, breach, or violation of

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county, municipal, federal and/or state laws or regulations.

D. The continued violation/breach of any of the provisions of this Agreement by either party after being given at least thirty (30) business days to cure the breach/violation.

E. Intentionally supplying false or misleading information or misrepresenting any material fact relative to this Agreement by either party, or intentional failure to make full disclosure on financial statement or other documents.

### 27. DESTRUCTION OF PREMISES

In the event the FAIRGROUNDS premises, facilities, or improvements are destroyed in whole or in part by fire or other casualty to the extent that they are substantially unusable, ASSOCIATION reserves the right to forthwith terminate this Agreement upon written notice within seven (7) days following the date of loss.

In the event that the FAIRGROUNDS premises, facilities or improvements are destroyed in whole or in part by fire or other casualty, COUNTY shall have the option to rebuild or to terminate this Agreement. Such option shall be exercised by COUNTY by notice in writing to ASSOCIATION within thirty (30) days following the date of ASSOCIATION'S written notice of loss. COUNTY'S option to rebuild shall not constitute a waiver of ASSOCIATION'S right to terminate this Agreement, as provided in this Section (27).

### 28. SURRENDER OF PREMISES

At the termination of this Agreement, ASSOCIATION shall surrender the leased Premises to COUNTY in good condition and repair, except for normal wear and tear.

### 29. POSSESSORY INTEREST

This Agreement may create a possessory interest, as described in Section 107 et seq. of the Revenue and Taxation Code of the State of California in tax exempt property. If such an interest is created, it may be subject to property taxation and the party in whom the possessory interest is vested may be subject to the payment of taxes on such interest.

### 30. NOTICE

Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party or any other person shall be in

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writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

### ASSOCIATION:

Humboldt County Fair Association  
1250 5th Street  
Ferndale, CA 95536

### DEPARTMENT OF FOOD AND AGRICULTURE:

Division of Fairs and Expositions  
Attention: Director California Department of Food and Agriculture  
1010 Hurley Way, Suite 200  
Sacramento, CA 95825

### COUNTY:

County of Humboldt  
Public Works Department  
1106 Second Street  
Eureka, CA 95501  
All insurance notices shall also be addressed to:

County of Humboldt  
Attn: Risk Management  
825 5th Street, Room 131  
Eureka, CA 95501

### 31. ASSIGNMENT

This Agreement shall not be assigned by either party without the written consent of the other party.

### 32. AGREEMENT MODIFICATION

This Agreement may be modified only by subsequent written agreement signed by COUNTY and ASSOCIATION.

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### 33. WAIVER OF BREACH

The waiver by either party of any breach of any provisions of this Agreement shall not constitute a continuing waiver of any subsequent breach of the same or a different provision of this Agreement.

### 34. REMEDY FOR BREACH

In the event of breach of this Agreement by ASSOCIATION, COUNTY shall have all rights and remedies provided by law, including those set forth in California Civil Code Section 1951.2.

### 35. BINDING EFFECT

All provisions of this Agreement shall be fully binding upon, and inure to the benefit of, the parties and to each of their heirs, executors, successors, and assigns.

### 36. JURISDICTION AND APPLICABLE LAWS

This Agreement shall be construed under the Laws of the State of California. Any dispute arising hereunder or relating to this Lease shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by Court order pursuant to Code of Civil Procedure sections 394 and 395.

### 37. ADA COMPLIANCE

ASSOCIATION agrees to make all necessary repairs and remodeling to FAIRGROUNDS to bring it into compliance with the Americans With Disabilities Act (ADA). All such repairs and remodeling shall be at ASSOCIATION'S sole cost and expense.

### 38. PREMISES INSPECTION BY CERTIFIED ACCESS SPECIALIST

The Premises have undergone an initial inspection by a Certified Access Specialist (CAsp). ASSOCIATION acknowledges and agrees that a copy of the CAsp report was provided to ASSOCIATION at least forty-eight (48) hours prior to the execution of this Agreement and that the information in the CAsp report shall remain confidential, except as necessary for the ASSOCIATION to complete repairs and corrections of violations of construction-related accessibility standards that the ASSOCIATION agrees to make. COUNTY will provide to ASSOCIATION a copy of disability access inspection certificate

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for the Premises within thirty (30) days from the COUNTY'S receipt of the same, after all repairs and corrections have been completed by the ASSOCIATION.

### 39. STATE DEPARTMENT OF FOOD AND AGRICULTURE

It is understood and agreed that this Agreement shall not go into effect unless it is approved by the California Department of Food and Agriculture, Division of Fairs and Expositions.

[Signatures on Following Page]



LEASE AGREEMENT

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto upon the date first written above.

ASSOCIATION:  
HUMBOLDT COUNTY FAIR ASSOCIATION

SIGNED: Richard Conway

NAME: Richard T Conway

TITLE: General Manager

COUNTY:  
COUNTY OF HUMBOLDT  
BOARD OF SUPERVISORS

(SEAL)

SIGNED: Ryan Sundberg

NAME: Ryan Sundberg

TITLE: Chair, Board of Supervisors ATTEST:

Ryan Sharp  
CLERK OF THE BOARD  
Ryan Sharp, Deputy

STATE:

CALIFORNIA DEPARTMENT OF  
FOOD & AGRICULTURE

SIGNED: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

