

APPLICATION/CONTRACT FOR CONCESSIONS SPACE

Fair Dates: **June 18-21, 2020**

Phone: 530-621-5860

Return to: 100 Placerville Dr., Placerville, CA 95667 **OR**

email: kathy@eldoradocountyfair.org

Contract# _____

Location _____

The undersigned vendor submits this application/contract for approval to occupy concessions space during the El Dorado County Fair and acknowledges and agrees to be bound by all rules and regulations set forth in this application/contract, Vendor Packet, General Information & Fees, and any other subsequent Exhibits or as may be amended. **Please note: 50% of minimum guarantee must be submitted with this application/contract in order to reserve space.** Balance is due within 60 days of submission of this application/contract or by May 1, 2020, whichever comes first.

Company/Organization _____ Owner/Manager _____

Address _____

City _____ County _____ State _____ Zip _____

Business phone () _____ Cell Phone () _____

Email _____ CA Sellers Permit # _____

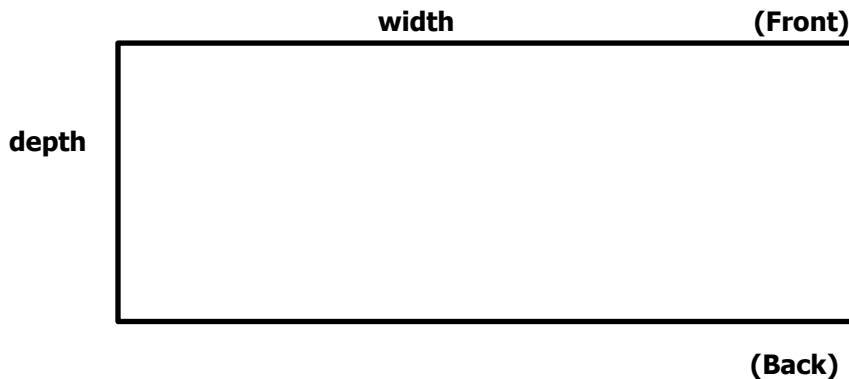
Self-contained unit? YES NO Electrical: 20 amp \$50 ea 50 amp \$197 ea 70 amp \$275 ea
 End Serve Side Serve Counters Awnings Seating/Tables

Total dimensions of operation _____ Other Electrical and water needs _____

Sewer connections are not available. The Fair office will have contact info for outside company to dump your RV if needed.

Arrangements must be made by you prior to fair opening.

Please use the diagram below to write the measurements of your trailer, **include the hitch (if not removable) and slide-outs, awnings and/or doors extended.** Next to your diagram, please write minimum 'back yard' requirements.



PLEASE INCLUDE ALL SPACE YOU WILL NEED TO MANAGE YOUR BOOTH. FAILURE TO DO SO MAY RESULT IN NOT ENOUGH SPACE FOR YOU!!!!

Do you have a Prep Trailer? YES NO If yes, what size? _____ Please show position to trailer on diagram.

Will you be using a grill outside for cooking? YES NO If yes, what size? _____

STOCK TRUCK? YES NO \$50 for duration of fair. ADD \$25 if power required for stock truck.

RV PARKING – Water/30 AMPS ONLY. YES NO **NO ARRIVALS AFTER 10pm** unless pre-arranged with Fair Staff.
\$45/Night

Type of RV _____ **Length** of RV _____ Check in date: _____ Check out date: _____

Only one tow vehicle per space. RV spaces assigned by size and order of request – spaces are limited. PLEASE NOTE: 1- 30 AMP service is available for each space, please do not touch/alter any other RV's plugs. Large RV's may not be able to run all internal equipment. You must provide your own 12 gauge, 3 wire power cord and water hose. Water splitters may be necessary. The EDC Fair Association is not responsible for any damage to your RV. Sewer dump may be available after Noon on Monday, June 22nd. The Fair office will have contact info for outside company to dump your RV if needed. Arrangements must be made by you prior to fair opening.

Please list of **ALL** menu items (with prices) below. If a contract is issued, **it will be assigned on the basis of this list only**. Be complete. Only items approved by Vendor Coordinator may be sold. A copy of your menu will be returned with approved items.

_____ % of gross sales due with a Minimum Guarantee of _____.
_____ Booth Fee
_____ Cleaning/Key Deposit (Refundable if key returned/kitchen cleaned)
_____ Purchase insurance through Fair (\$90) CFSA Master List # _____ Provide own _____

By signing below, I agree I have read and understand all information given with this application/contract including Vendor Guidelines and Concessions General Information and Fees. Once completed application/contract has been signed by both parties, full payment of excess over minimum guarantee will be expected at end of fair. I certify that all information contained in this application to be true and accurate to the best of my knowledge.

EI Dorado County Fair Association

Company Name _____

Jody W. Gray, Chief Executive Officer

Signature, *print & sign in blue or black ink.*

FOR OFFICE USE ONLY							
Date _____	\$ _____	Receipt # _____	Guar _____	Elec _____	Ins _____	RV _____	Other _____
Date _____	\$ _____	Receipt # _____	Guar _____	Elec _____	Ins _____	RV _____	Other _____
Date _____	\$ _____	Receipt # _____	Guar _____	Elec _____	Ins _____	RV _____	Other _____

COMMERCIAL & CONCESSIONS INFORMATION

Fair Date: June 18-21, 2020

EL DORADO COUNTY FAIR

100 Placerville Drive ~ Placerville CA 95667

(530) 621-5860 ~ Fax: (530) 295-2566 ~ eldoradocountyfair.org ~ fair@eldoradocountyfair.org

FAIR TIME STAFF:

Jody Gray - CEO

Kathy Jurgens - Deputy Mgr (Vendor coordinator)

Ann McMillan - Office Manager

Heather Watson - Administrative Assistant

Dianne Wright - Administrative Assistant

Kendall Lindstrom - Maintenance

Regular Office Hours:

Monday – Friday 9am-4pm

Fair Time Office Hours:

Thursday – Sunday 9am-8pm

Monday, June 22nd 11am-5pm

Concessionaires receive 20 'Vendor' passes, along with 1 parking pass. Vendor credentials may be used at any gate. Additional Vendor admission passes may be purchased for \$6.00 each.

Once fair begins, vendors with coolers & outside food/drink should utilize Vendor Gate (which is near the skate park in Parking Tier 1).

Vendors are also encouraged to utilize the FREE Fair Shuttle, which picks up at two stops (within Placerville) and drops off at the Placerville Drive Gate. The shuttle begins 30 minutes prior to fair opening, and the last shuttle leaves 30 minute after fair closes.

FAIR HOURS

Gates Open to Public:

Thursday, June 18 th	Noon-Midnight
Friday, June 19 th	Noon-Midnight
Saturday June 20 th	10am-Midnight
Sunday, June 21 st	Noon-10pm

BOOTH ACCESS FOR VENDORS

Tues, June 16 th	8am-6pm (outside until 9pm)
Wed, June 17 th	8am-6pm (outside until 9pm)
Thurs, June 18 th	8am-10pm
Fri, June 19 th	8am-10pm
Sat, June 20 th	8am-10pm
Sun, June 21 th	8am-Midnight

DURING FAIR: All Vehicles off grounds

ONE HOUR PRIOR TO OPENING

Tear-Down

Sunday – Approximately 11pm-Midnight

Monday 8am-4pm

PAYMENT OF FEES ... A deposit of at least 50% of total booth fee is required with application. Balance is due within 60 days of application submittal, or no later than May 1st.

CONTRACT .. will be issued upon the Fair's receipt of all necessary documents and payments. (Completed application, sellers permit, certificate of liability insurance, etc).

Exhibitors in good standing from previous year are invited to return and have until January 31, 2020 to claim their space. After the first of February, all spaces not reserved are available to new vendors.

A late penalty of 5% of the full contract amount will be assessed to exhibitors who do not submit all fees by the specified due date.

FOOD / DRINK / CONCESSIONAIRES

ADDITIONAL INFORMATION FOR CONCESSION VENDORS

CASH REGISTER REQUIREMENTS

- Every concession stand **must** have a working cash register that has a removable tape. There must be a working, legible ink tape in place as well. The register shall be visible to customers when placing an order. Maintenance of registers is the Licensees' responsibility. Please report downtime to Fair Office immediately.
- **All sales must be rung up on the cash register.** Cash drawers will be closed following each sale. Continuously opening cash drawer or use of separate cash box is prohibited.



- Please keep "No Sales" to a minimum. Excessive use of the "No Sale" key will be construed as an unrecorded sale and a factored amount will be added to daily sales by Fair auditors.
- **Over rings** - All sales must be rung into the cash register. If a cashier makes an error after the sale is finalized on the register, then it **must be recorded on the over ring report and circled on the cash register tape. Do not ring a void or try to credit the sale.** The correct sale amount must be re-rung in to the cash register. If excessive over rings occur, licensee will be required to use a register with pre-set price keys that can be cancelled before hitting the cash key. Once the cash key is entered, voids are prohibited. Attach receipt tape to over ring report. **Reporting over rings is your responsibility. The concessions auditor will not be able to locate your over rings for you.**
- **Under rings** - There should be no under rings.
- **"Z" Tapes** – Please start the fair with a new ink cartridge. Tape must be legible. The auditor will take readings from your stand on opening day, or earlier by arrangement with Fair Office. Each day thereafter you will "Z" your tapes before opening for the day and bring the "Z" and all register tapes to the office by 10am, clearly marked with the date and concession name. These tapes will not be returned to you. Daily sales figures as reported by the Concessions Auditor will be used as the basis for your final sales figures.
- On closing night, our auditors will come around to "Z" you out. **Under no circumstances should a concessionaire "z" themselves out on closing night! Do not leave the grounds without being "Z'd".**
- Every concession stand must have a cash register. No stand may operate from an open cash drawer. Each register must have the following capabilities:
 - ⇒ Customer Display (must be visible to public -pivot display suggested)
 - ⇒ Continuous grand total
 - ⇒ Cumulative Z counter
 - ⇒ 30-day battery back-up
 - ⇒ Readable tape
 - ⇒ Consecutive transaction number
 - ⇒ X reading
 - ⇒ Key protector
 - ⇒ **CURRENT PRINTED DATE & TIME ON DETAIL TAPE**
 - ⇒ **DUAL TAPE CASH REGISTER IS HIGHLY SUGGESTED!!– If you do not have a dual tape, you must be able to provide customer receipts.**

Fair reserves the right to approve the type of cash register used. While it is not mandatory, it is recommended that cash registers have pre-set keys. We strongly encourage point of sale registers to avoid mistakes. **Any cash register problems must be reported immediately to the Concessions Auditor!!!**

AUDITS

Each concession stand **must** have a cash register. Please refer to Cash Register Regulations in this guideline. A Concessions Auditor will observe all concession stands for violations. **Our Concessions Auditor will come by opening day to “Z” your registers prior to your first transaction for Fair. If you would like to be “Z’d” earlier, please contact the fair office so arrangements can be made. Upon opening each additional morning, “Z” your own registers and bring the opening tapes to the Fair Office by 10am. Tapes must be marked with concession name and the date. Remember to bring your over ring sheets. Over rings are not the auditor’s jobs to locate! On closing night of the Fair, the Concessions Audit staff will close your stand and collect tapes, at which time you must report to the Fair office for final settlement even if you believe you don’t owe any money. Arrangements for settlement on Monday must be approved through Fair Management prior to Sunday night. All Concessionaires are subject to daily auditing by Management for the duration of the Fair. Full cooperation and compliance to audit procedures is required upon request. Concessionaires must provide their own cash registers and be fully operational by noon opening day. This includes register tape and readable ink ribbon.**

MENU/PRICELIST

All booth signage (price signs, etc.) must be of a professional nature. **No handwritten signs will be allowed.** The Concessionaire shall post clear and professional signage showing the prices to be charged for all items/services offered for sale to the public under the Concession Agreement; the size of said sign, manner and place of posting subject to approval by Management, and will furnish Management prior to opening day with a list of all sales prices and other charges of any kind whatsoever to be charged by the Concessionaire in said concession space(s).

BEVERAGE CONTAINERS

No glass containers are allowed on the grounds. All beverages must be served in paper/plastic/aluminum cups, cans or bottles.

CONDIMENTS

Each stand must provide napkins available upon request. Condiment areas must be kept cleaned and fully stocked at all times.

FIRE EXTINGUISHERS

Each Fair owned food service location shall be provided with a portable fire extinguisher. **Self-contained units must provide their own extinguishers.** They must be fully charged and serviced. Fire Marshall will verify existence.



CONCESSION CLEANING

In addition to cleaning requirements listed above, Fair Management will provide necessary janitor service for all aisles, streets, roads and areas used by the public, but the Concessionaire must, at his own expense, keep his concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concessions ready for business each day at the time specified by Fair Management. The Concessionaire is entirely responsible for the space allotted to him and agrees to reimburse Management for any damage to the floor, hall, equipment, or grounds used in connection with the space allotted to the Concessionaire, reasonable wear and tear and damage from causes beyond Concessionaire’s control are excepted. The Marshall Building

Kitchen will be available every day of fair for rinsing dishes and disposal of gray water, if necessary. Grease is not allowed down the drain, sinks or toilets. Hours for kitchen use are as follows: Thursday, Friday and Sunday Noon – 9:30pm, Saturday 10am –9:30pm. No food vendor shall utilize any restroom sink, hose, or drinking fountain for the purpose of washing dishes/utensils.

PERMANENT CONCESSIONS STANDS

Permanent concessions stands will be supplied with the first batch of paper towels and soap. If additional towels and soap are required they can be purchased through the maintenance staff.

GRAY WATER

Concessionaires are not allowed to release gray water onto the fairground's landscaping, pavement or storm drains.

Concessionaires are required to be totally self-contained for the duration of the Fair. If you cannot be self-contained for the duration, please contact Wilkinson Portable Toilets at (530) 622-6169 to discuss options for gray water removal.

GREASE DISPOSAL

Do not dispose of grease in planters, trash bins or sewers---you **will** be fined \$250.00 plus damages for each violation. It is the entire responsibility of the Licensee to have all grease removed at the end of the fair. **Failure to use the proper containers for disposal of your grease or remove all grease after the fair will result in a \$250.00 fine plus damages,** and you will not be allowed to return to the fairgrounds the following year.

HEALTH DEPARTMENT PERMIT

All licensees that handle food in the booth (including prepackaged items and sampling) must obtain a health permit from the County of El Dorado. Permit fee is \$164.00* for hazardous items and \$82.00* for prepackaged items. Forms can be downloaded by going to:

[http://www.edcgov.us/Government/EMD/EnvironmentalHealth/Temporary Food Facilities.aspx](http://www.edcgov.us/Government/EMD/EnvironmentalHealth/Temporary_Food_Facilities.aspx). Click the link and open "Temporary Food Facility Permits:" Even if you have an annual permit, you are required to also fill out and return this form (Need Adobe Acrobat to open). Although those with annual permits do not need to pay fees.

Return forms to THE EL DORADO COUNTY FAIR with check payable to: EDC Environmental Management, NO LATER THAN APRIL 30, 2020. If submitted after that date the fees for hazardous items are \$205.00*. If licensee already has EDC health permit, submit a copy directly to El Dorado County Fair, along with the completed form above by May 12, 2020.

**Fees are not in our control and subject to change.*

All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed. The Concessionaire will conduct the privileges granted in the Concession Agreement according to all rules and requirements of the State Department of Public Health and local health authorities, and without infringement upon the rights and privileges provided in the Concession Agreement, and that any and all exclusives granted the concessionaire shall not include the Carnival and the Carnival area.

REFUND INFORMATION

If a Licensee cancels prior to the fair, the refund of payments made is as follows:

- Fair Office receives cancellation notice in **writing**:
- Less than 30 days prior to Fair – no refund
- More than 30 days prior to Fair - minimum 25% retention fee of booth cost

If we are unable to sell all the space in your area, such as Mattress Firm Commercial Building, (not your exact spot) no refund will be issued. All requests for refunds must be made in writing and are subject to approval by the Board of Directors.

WILL CALL

If you wish to leave tickets for someone, please deliver them (in addressed envelope) to the Armory Rd Gate if they are parking on grounds, or Placerville Dr. Gate if they are arriving via shuttle bus.

Vendor Credentials will be available at the Armory Rd Gate beginning Tuesday June 16th at 8am. You must place the parking permit that is in your packet on your dashboard. The permit must include a valid phone number so we may contact you while you are on grounds. Additional 4 hour temporary passes for parking during set up are available at the Armory Rd Gate. If the Fair Management has not received all necessary documents/payments your packet will NOT be available at Armory Rd. Gate and you will have to go to the Fair Office to complete necessary paperwork/payment which, during fair week, can take an extensive amount of time. Licensees will be responsible for the installation and disassembling of their own displays. No part of the display may interfere in any way with

VENDOR GATE

Beginning **Thursday June 18th**, all concessionaires and commercial vendors should utilize “Vendor Gate” to walk onto grounds. Vendor Gate is located in between entrance to Grandstands and Skate Park in the first parking tier. Please have your credentials ready for staff at gate. All people entering this gate will be electronically searched (wanded) and bags/ice chests will also be searched. Vendors are allowed to bring in own food and SEALED drink, however no alcohol is allowed. **No person may enter fairgrounds with a weapon of any kind, including people with a CCW.**

OUTSIDE VENDOR FOOD & DRINK POLICY

Vendors, concessionaires, and their employees will be allowed to bring in a small ice chest, food items and commercially sealed plastic or canned drinks. **(NO ALCOHOL ALLOWED!!)** As a courtesy to your patrons who are not allowed to do this, we ask that you bring in your coolers prior to fair opening. There will be a **separate vendor gate entrance (next to skate park, in parking tier 1) for vendors to bring in cooler refills** if needed. **NO GLASS CONTAINERS ARE ALLOWED ON GROUNDS.** All food/beverages must be consumed from paper/plastic/aluminum cups, cans or bottles.

another exhibit. **Lumber, tools, ladders, electrical fixtures, light bulbs, plastic trash liners, paper towels, etc. are not available**

If you have ANY questions about your location please contact Fair Management prior to setting up!



DAILY ADMISSION

Adult (13+)	\$12
Children (7-12)	\$7
Seniors (60+)	\$7
Children (6 & under)	FREE

***DISCOUNTED PASSES** Please see website www.eldoradocountyfair.org or call 530-621-5860.

***DISCOUNTED TICKETS** must be purchased through the fairgrounds or online no later than 6pm on June 12th.

SMOKING AND ALCOHOL

Smoking/vaping is prohibited in all licensee's booths, Grandstands, Carnival Areas, Kids Corral (free children's activity area), Livestock Areas, concession row, in the buildings, and within 20' of any building at all times. Smoking is allowed in the following areas: Behind the Grandstands, Beer Tree, and behind Carnival (see smoking tent on map). ABSOLUTELY NO SMOKING/VAPING or ALCOHOLIC BEVERAGES IN VENDOR BOOTH!

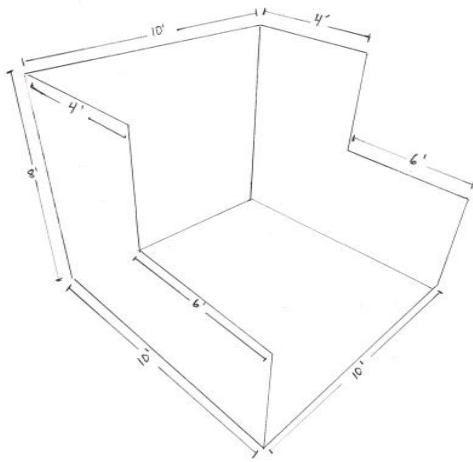
BOOTH ACCESS DURING FAIR

All vendors must be off grounds by 1am Thurs/Fri/Sat night. Outside booths may be accessed during times listed below. The Mattress Firm Commercial Building will be open for vendors at 8am Thurs, 8am Fri, 8am Sat, 8am Sun; and vendors may remain in booth until 30 minutes after the building closes at night (except Sunday). Entrances: **Vehicles** will only be allowed on grounds at the following times: Thursday 7 – 10am, Friday 9 – 11am, Saturday, 7 - 9am and Sunday 9 – 11am. There are two separate vehicle entrances for vendors who have an admission credential – Armory Rd Gate near Raley's, and Fair Lane Gate on Fair Lane. After ending times **NO VEHICLES WILL BE ALLOWED ON GROUNDS!**

BOOTH APPEARANCE/DECORATIONS

Licensee is totally responsible for the maintenance and attractive condition of assigned space. Space must be cleaned and put in attractive condition **prior** to the official opening time each day of the Fair. All storage of supplies, boxes, or cases must be skirted or screened and **kept from public view**. Licensees may decorate their booths or employ an independent firm to do so at their own cost. **All materials must be flameproof** with final approval resting with the Fire Marshal and local fire safety authorities.

Booth height may not exceed 8 feet if in the center of the room and 8 feet if on a hard wall, and 4 feet on sides, unless prior approval is given by fair management. Indoor spaces include 3 foot pipe and drape side walls. Vendors not against a solid wall also have a pipe and drape back wall of 8 feet. Back walls may not extend higher than 8 feet, and side walls may extend to 8 feet high for the back 4 feet of space and 3 feet high thereafter. No exhibit or display may be as high along the front or sides of the booth as to hide the adjoining or neighboring exhibits from the view of visitors passing along the aisles. **This includes all signs, display materials, and product!**



Your booth must not exceed the size for which you have contracted. All vendors must work **within** the confines of the assigned space. **No hawking in the aisles or outside of your booth allowed.**

Outside vendors with booths should not begin setting up without first being spotted by Management. All spaces are furnished by Exhibitor, including tables, chairs, Fire Marshal approved shade covering (if not provided by Management), and extension cords. All aisle space belongs to the Association, and all activities of Exhibitor, his agents, employees or representatives must be confined within the allotted area and may not be carried on elsewhere on the fairgrounds. Goods may be sold and orders taken only within the confines of the exhibit. The following will not be allowed: Solicitation above the ordinary speaking tone of voice; gifts or souvenirs upon which a noise can be made (whether sold or given away). Sound-producing devices may be installed and operated, but only by first obtaining written permission from the Association.

All reasonable care must be exercised in the interest of public safety, and compliance with safety requirements must be maintained. All fire regulations as prescribed by the State Fire Marshal, local authorities and Management must be strictly observed. Anyone exhibiting a pool or spa that contains water

MUST COVER the pool or spa when leaving at night, and must have at least a rope and stand barrier around these items at all times. The Exhibitor is entirely responsible for allotted space, reasonable wear and tear excepted. **PAINTERS TAPE ONLY ALLOWED ON FLOORS** (no duct tape).

UNAUTHORIZED USE OF ADDITIONAL SPACE

Unauthorized use of additional space will result in a violation and the Licensee will be billed at the prevailing rate. In addition, Licensee may not be invited to return. Violations will be issued to vendors working outside their booth space. All vendors must work **within** the confines of the assigned space.

A fine of \$500.00 per violation applies to the distribution of flyers outside your booth. Advertising by means of posters, handbills, flyers, etc., on buildings, trees, posts, parked vehicles or other places is not permitted, nor will anyone be permitted to distribute advertising material outside their assigned space. Placing of advertising material on or in automobiles on the fairgrounds is specifically prohibited. Fair Management reserves the right to determine whether an item is considered offensive or in poor taste, and to prohibit the sale/display of such an item.

Failure to comply will result in immediate termination of contract.

STAFFING YOUR BOOTH AND APPEARANCE OF PERSONNEL

YOUR BOOTH MUST BE PROPERLY STAFFED AT ALL TIMES DURING FAIR OPERATING HOURS. YOUR BOOTH SHOULD NEVER BE LEFT UNATTENDED!

Licensee shall be solely and absolutely responsible for the conduct and personal appearance of all personnel in his/her employ. Such employees shall be neatly dressed, orderly and polite in their conduct and speech at all times. Models dressed inappropriately (i.e. bathing suits of any kind, etc.) are prohibited. **Intoxication, use or possession of any controlled substance, or impolite, discourteous or obscene speech or conduct toward, or within hearing range of the public, shall be sufficient grounds for termination of this contract** at the sole discretion of Fair Management.

SUBLEASING/BOOTH SHARING

Licensees may share or sublease a portion of their booth upon written approval by Vendor Coordinator.

Subcontracting shall be allowed only to permit a manufacturer to sell its own product through a third party. No subcontracting or subleasing shall be allowed to a third party to sell, advertise, or exhibit anything but the assigned licensee's goods or services.

PARKING

Parking is at a premium on the grounds during the fair. Licensees are responsible for advising their employees of all parking regulations.

* Vehicles will not be permitted within the enclosure of the Fair at any time fair management deems necessary.

* **Licenses are expressly prohibited from selling, duplicating, or reissuing parking credentials.** Violators will be removed from the fairgrounds and will be unable to operate at future fairs. Sleeping in vehicles with parking pass is strictly forbidden.



PROHIBITED ITEMS

The following may not be sold, displayed, or given away on the fairgrounds: Items determined offensive by Fair Management, in its sole discretion, will be ordered removed.

- Items referring to alcohol abuse, illegal drug use, violence, pornography, hatred, gangs and/or discrimination or are suggestive in nature. No law enforcement, FBI, or Security t-shirts are to be sold.
- Stun guns, switchblades, brass knuckles, high-powered water guns, **TOY GUNS OF ANY TYPE**, knives, pyrotechnical equipment and martial arts weapons.

If you are unsure about an item, please have management's approval prior to offering item for sale.

The Fair is not responsible for fire, theft, damage to, or loss of vehicles; or articles left therein, on the premises. Any person parking in non-designated areas does so at their own risk, and is subject to towing and storage fees.

Vehicles without a valid parking pass are subject to towing, this includes RV's & Stock Trucks.

TOWING POLICY

Towing cars is a necessary evil to maintain order in our facility and we will not hesitate to do so. **In the event your vehicle has been towed, please contact one of the Gate personnel and ask them to contact the guest services supervisor**, from whom you will receive instructions on recovering your vehicle. Be prepared to pay towing charges! Do not go to **the Fair Office, as we will be unable to help you.**

SIGNAGE

All booth signage (price signs, etc.) must be of a professional nature. **No handwritten signs will be allowed.**

WATER USE DURING SET UP

Once the canopies are up for outdoor exhibitors, the problem of water run-off is an even greater nuisance. Use high pressure steam cleaning or a mop and bucket to clean your stands during set up and for the duration of the fair. Washing floor mats and slats in the street after closing is prohibited! **Water run-off is a waste of water and prevents a smooth set up for other exhibitors.**

PRODUCT SALES/RESTRICTIONS

Only those products listed on the contract may be sold or displayed. If a request to sell certain items on the application is not reflected on the contract, those items were not approved for sale and you may be asked to remove those items from sale. No *substitutions* can be made without prior written approval of management. Fair management reserves the right to decline or prohibit any Exhibit, Exhibitor or proposed Exhibit or Exhibitor, not approved by it, and to permit only such matter and conduct as it may approve. This reservation covers persons, things, conduct, printed matter, advertising, souvenirs and emblems, and all else that affect the Fair. Misrepresentation of product or business on the application will result in cancellation of contract. **Please check your returned contract copy as items listed may have been disallowed by Fair Management.**

COPYRIGHTED / LICENSED MERCHANDISE

Any licensee that is selling copyrighted or licensed merchandise must provide documentation upon request that supports their right to sell these items.

MICROWAVE NOTICE

If a microwave is in use, vendors must post a notice visible to the public to that affect.

STOCK TRUCKS

Parking for **stock trucks is limited and available on a first-come first-served basis.** The cost is \$50.00. Please add this amount to your contract, including length and electrical needs. A stock truck pass will be issued after payment received. **Any stock truck without a valid pass will be towed! No sleeping in stock trucks allowed!**

SELLER'S PERMIT

Any licensee who will be selling or taking orders must obtain a California State Seller's permit number. Any information regarding sellers permits and applications for same are available through the State Board of Equalization. **All licensees must file for this permit and have a copy included with your application (or Calif Dept Tax & Fee Administration Form 410 completed).** For further information, contact the California Dept of Tax & Fee Administration at 800-400-7115. **Vendors without a valid sellers permit during the fair may be closed down.**

INSURANCE – GENERAL LIABILITY

Unless otherwise approved by Fair management, a Certificate of Insurance for general liability is mandatory for all vendors and must be submitted directly from your agent to the Fair Office. **All vendors will be required to provide \$1,000,000 public liability insurance naming the County of El Dorado, El Dorado County Fair, and the State of California as additionally insured. Insurance must include June 16 & 17, 2020 for setup days, June 18-21, 2020 for Fair dates and June 22, 2020 for a teardown day.** The Certificate of Insurance shall list the applicable policy forms, including endorsements. Any exclusions or coverage limitations, including sub-limits, that apply to the contractor/renter's activities, or business to be conducted under the contract or rental agreement/lease, must be listed in the Certificate of Insurance. If there is a self-insured retention or deductible in the contractor/renter's coverage equal to or in excess of \$100,000, the self-insured retention/deductible amount shall be included as part of the Certificate of Insurance. A copy of the contractor/renter's policy declaration page containing this information as an attachment/exhibit to the Certificate of

Insurance will be acceptable, provided it contains all the aforementioned information Licensee shall defend, indemnify, and hold the El Dorado County Fair Association, the County of El Dorado, the State of California and each of them harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys fees and costs incurred, brought for, or on account of, injuries, death of any person, including but not limited to workers, Association or employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with Licensee's activities or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the State, the Association, Licensee, subcontractor(s) and employee(s) of any of these, except for the active negligence of the County, the State, the Association, or each of them, or officers and employees of either, or as expressly prohibited by statute. This duty of Licensee to indemnify and save the County, the State, the Association, and each of them harmless includes the duties to defend set forth in California Civil Code section 2778

CFSA Master List – if you have coverage through CFSA and are on their Master List, please provide your number to the fair office. Insurance coverage may be purchased through the fair office. The current rate is \$90.00. (Price subject to change) This should be submitted no less than 20 days prior to opening day.

INSURANCE – WORKER'S COMPENSATION

California State Law Requires: All employers must carry Worker's Compensation Insurance whether you have full-time, part-time or temporary employees. The policy must be current, valid and in force under the name of your legal entity which would be the same as your registration with the California Dept Tax & Fee Administration, Employment Development Department and the Internal Revenue Service

WORK PERMIT

Employees, under eighteen years old, must have current school work permits, whether residents of California or out of state.

BUSINESS LICENSES AND PERMITS

All licensees will be required to comply with all applicable licenses & permits.

RAFFLES/FREE DRAWINGS

Raffles are not allowed to be conducted during the fair. Free drawings may be conducted within booth space and winners must be drawn by closing day of the fair. Copies of entry forms and names of all winners must be supplied to fair management.

GIVEAWAYS

Exhibitors may not give away advertising novelties that compete with concessionaires' merchandise, who have paid for the privilege of selling these items.



List intended giveaways on your application, as prior management approval is necessary for any giveaway. If the giveaway is to be a fair approved food item or cups of water, a health permit will also be necessary. All licensees that handle food in the booth (including prepackaged items and sampling) must obtain a health permit from the County of El Dorado. Permit fee is \$164.00* for hazardous items and \$82.00* for prepackaged items. Forms can be downloaded at: http://www.co.el-dorado.ca.us/emd/pdf/TFF_Application.pdf. Return forms and money to EDC Fair, with check for permit

payable to El Dorado County Environmental Health. Forms and money must be received by the Fairgrounds no later than 30 days prior to event opening. If submitted after that date the fees are \$205 and \$103 respectively. *Rates subject to change.

EMPLOYEE DISCOUNTS

Licensees are not expected to offer, nor are they obligated to extend, discounted merchandise or food to employees or officers of the Fair. You are encouraged to **notify the Fair Office if approached or solicited by any employee asking for free or discounted merchandise/food.**

SHIPMENTS

C.O.D. shipments are never accepted! Fair personnel are not permitted to handle money or checks, please do not ask them to do so on your behalf. All prepaid shipments to licensees should be addressed as follows:

Licensee Business Name
El Dorado County Fair
100 Placerville Drive
Placerville, CA 95667

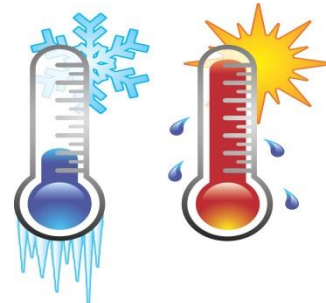
Fair management is not responsible for delivering these goods to you. If you are expecting a shipment please check with Fair Office. Fair management is not responsible for loss or damages to merchandise. Fairgrounds may or may not have forklift available for unloading shipment, if not, shipment will be refused.

FORKLIFTS

Forklifts with operators for unloading heavy material are available upon request through the Fair Office. Arrangements must be made in advance and for a specific time. The cost of **forklift assistance is \$85.00 per hour** or any portion thereof, and payment is the sole responsibility of Licensee. Please note that the Fair **reserves the right of first priority** for use of the forklift. **The forklift will not be available in the Main Building after 4pm Tuesday June 16.** The outdoor areas will be dependent on accessibility. Vendors using their own forklifts must be certified to operate on grounds (must have current validation on their person). Fair staff can revoke the use of forklifts for safety reasons.

INCLEMENT WEATHER

In the event of inclement weather, all booths (outdoor locations included) are expected to continue operating as per normal fair hours. Licensees are expected to make any necessary provisions for protecting stock from sun, wind, inclement weather, flooding, sprinklers, etc. **Booths located in the Breezeway can use the tops to their pop-ups only in the event of inclement weather.** The fair does not have access to pop-up tops for vendors. Store one in your vehicle for the unexpected. The Fair is not responsible for damage to booth merchandise.



TENTS

The following fire and life-safety requirements shall be applicable for all tents, awnings, and fabric-covered enclosures.

All tents, awnings, and other fabric-covered enclosures shall be made from a non-flammable material or shall be treated and maintained in an approved flame retardant condition.

Documentation shall be maintained with the tent or awning.

All tents with an occupancy of 11 or more shall bear the seal of the California State Fire Marshal. **No smoking shall be allowed in any tent.** NO SMOKING signs shall be posted. No open-flame device shall be permitted in any tent or tent structure.

UTILITIES

110v electric outlets are available within 100 feet of all booths. However, **vendor must provide own 3-prong, 12-gauge, 100' extension cord.** If more than one outlet is needed, vendor must provide own power strip with surge protector. All plumbing and electrical work required (other than the 110v electric outlets) **must be installed at licensee's own expense under the supervision of fairgrounds management PRIOR to fair opening.** All such installations shall conform to regulations established by the applicable city, state, and local governmental authorities.

UTILITY CONNECTIONS

Any hard wiring of electrical equipment will be at the discretion of fairgrounds management. Requests for hook-ups must be made at the Fair Office. Licensees are responsible for the proper installation and operation of their equipment. **The fairgrounds will not be responsible for damage resulting from improperly wired or installed equipment. The Fair is not responsible for voltage fluctuation or power failure due to temporary conditions. For your protection you should install a surge protector on your computer(s) or other electrical powered equipment.**

LICENSEES LOCATED ALONG THE WALLS MUST NOT BLOCK ACCESS TO FIRE HOSES OR EXTINGUISHERS AND PHONE WIRINGS ON WALLS.

CLEANING YOUR BOOTH/TRASH

All packing cases, crates and debris of any kind must be removed from exhibit space prior to time of opening each day.

Management will furnish necessary janitor service for all aisles and areas used by the public, but Exhibitors must, at their own expense, keep their exhibit space arranged and clean. All trash must be placed in receptacles provided by fair or swept into aisles after closing. Rubbish must not be swept into aisles except immediately after closing. **All trash must be set out after the fair closes at night, do not leave this until the morning as daytime pick-ups will not be made.** Do not stack empty boxes, instead break down and place in trash receptacles or outside building entrances after the fair is closed. Refuse cans are outside the exhibit buildings for the licensee's convenience. **Please be sure that the cardboard goes in the appropriate containers.** When vacating your space, please be sure it is left clean and free of debris.

WATER TRUCK

All **outdoor vendors and concessionaires must be aware that a water truck is used** in order to dampen the streets and keep dust down. Before leaving your booth each night, please pick up any items that cannot get wet and place them on crates or tables.

LANDSCAPING

No licensee shall cut, trim, damage, or place anything in any of the Fair's landscaping. **Dumping of waste water or other liquids into landscaping or storm drains is prohibited.** Violators will be charged time and material for repairs.

PAINTING

No painting of floors, booth backgrounds or space dividers will be permitted without written permission from fair management.

SECURITY/THEFT PROTECTION

The Fair will provide 24-hour general grounds and building security. **Licensee is responsible for any booth left unattended and during non-fair hours.** Fair management will not be responsible for lost, damaged or stolen merchandise. Management will provide roving guest services and will exercise reasonable precaution for the protection of Exhibitor's property, but shall assume no responsibility for loss or damage to Exhibitor's property. Small or fragile articles or displays should be put away for safe keeping by Exhibitor at the closing hour each night. Exhibitors must be out of the Mattress Firm Commercial Building within 30 minutes of closing each night. A guest services staff member will be on duty in the building from when the building opens for cleaning and re-stocking until the building opens to the public, also at closing, 30 minutes past closing and during set up/tear down. Exhibitors who have valuable merchandise in their booths should be present at building opening.

BABY CORNER – SPONSORED BY FIRST 5 of EL DORADO

For use by families, moms and dads. Baby Corner has room to change baby's diapers, a quiet place for nursing moms, running water, microwave, toys and books for the toddlers.

BAD CHECKS

An administrative fee of \$25.00 will be charged for any check returned for ANY reason.

ELECTRIC OR GAS CARTS / MOPEDS / SCOOTERS

All carts and mopeds are prohibited on fairgrounds during Fair hours. Such vehicles are considered a safety hazard and Fair management shall have sole discretion to determine their use and limits on the grounds. **Skateboards or roller skates/blades** are prohibited on the fairgrounds at all times.

EVALUATIONS/VIOLATION SLIPS

Vendors not adhering to written guidelines are subject to violation slips. **Please note that each booth must maintain a copy of the Guidelines at all times in their assigned space.** It is your responsibility to make your employees aware fairgrounds rules and regulations.

FIRST AID

Professional medical personnel are on the grounds during all operating hours of the fair. *First Aid is located in the area behind the Tiki Bar, which is outside the Corker Building across from the Beer Tree Area.* Please direct persons seeking assistance to First Aid.



POSSESSORY INTEREST TAX

This rental may create a possessory interest subject to property taxation and the licensee may be subject to the payment of property taxes levied on such interest. In brief, the law states: "Under States law, a possessory interest is the taxable value for the private use of nontaxable public property. The taxable value of the possessory interest is determined by considering the length of the rental, the rental payments, and the permitted use of space."

AMERICANS WITH DISABILITIES ACT

The Americans With Disabilities Act (ADA) makes it illegal to discriminate against anyone because of a physical or mental impairment. It is the responsibility of each licensee and their employees to adhere to the requirements of ADA. In simple terms, every effort should be made to allow guests with disabilities to participate in the purchase of food or merchandise, receive services, etc. The following specific examples will be of assistance in accomplishing compliance. **All vendors at the El Dorado County Fair must make a special effort to serve guests with disabilities,** for example:

- If someone in a wheelchair needs assistance in ordering, examining, or receiving a product, extra effort should be made to assist this person, even if it requires sending an employee outside the exhibit or concession to take their order, show them the product, provide service, or deliver the product.
- Your staff should be prepared to read your product price list and/or menu to a visually impaired guest.

Any questions, comments or complaints should be directed to the Fair Office.

It is the position of the El Dorado County Fair that all guests be treated in an equal and courteous manner so that they may participate in the fun and enjoyment the fair offers, while insuring a safe and enjoyable experience for all.

STATE, FEDERAL AND LOCAL LAWS

The exhibit shall be conducted and the privileges exercised in strict conformity with all applicable State and Federal laws, all local ordinances and the rules governing the Fair, now existing.

HATE AND DISCRIMINATION-FREE

On February 8, 2005, the Mayor of Placerville, declared "that the City of Placerville opposes any acts of bigotry and prejudice against any individuals and declares itself a hate-free and discrimination-free city." In keeping with this declaration, the fairgrounds reserves the right to refuse any vendor that fairgrounds management deems is in opposition to the spirit of this declaration.

SEXUAL HARASSMENT POLICY The El Dorado County Fair is committed to providing a work environment which is free from sexual harassment. **Sexual harassment refers to behavior which is not welcome, personally offensive and interferes with employees' effectiveness and work environment.** Sexual Harassment is unacceptable and will not be tolerated.

CLOSING NIGHT / TEAR-DOWN PROCEDURES

The official closing of the 2020 El Dorado County Fair is **Sunday, June 21 at 10 pm. All vendors must remain open until this time - no exceptions!** Any vendors who dismantle their stand or any part thereof prior to 10 pm **may not be invited to return or will pay a \$50 surcharge for following year's booth. Guest services staff will monitor booths for early tear down, and document such actions.**



NO VEHICLES ON FAIRGROUNDS UNTIL AFTER 11:00PM, OR UNTIL GUEST SERVICES STAFF DEEMS IT SAFE.

Detailed instructions will be included in your vendor packets. Unless otherwise authorized, all exhibit material must be removed from the grounds **within two days** after the closing of the fair (Tuesday, June 22 by 3pm). Failure to remove exhibit material(s) by this deadline may result in **moving/storage fees of not less than \$100.00 per day** and material(s) will be subject to disposal at owner expense, at the Fair's discretion. Fair management is not responsible for any merchandise or booth material(s) left on the grounds

El Dorado County Fair Association

100 Placerville Drive Placerville, CA 95667

CREDIT CARD AUTHORIZATION FORM

NAME: _____ TO: EL DORADO COUNTY FAIR ASSOCIATION
COMPANY: _____ DATE: _____
FAX NUMBER: _____ PHONE NUMBER: (530) 621-5860
PHONE NUMBER: _____ FAX NUMBER: (530) 295-2566

In order to authorize the billing of charges to your credit card, please provide the following:

Credit Card# _____ CID# on back _____

PLEASE PRINT LEGIBLY

Expiration Date: _____ Amount \$ _____ Card type: MC / VISA

Purpose: Deposit / Balance Due / Insurance / Electric / RV / Guarantee / Credentials / _____

Name of Cardholder: _____

Cardholder's Address: _____

My signature hereby authorizes the El Dorado County Fair Association to charge the amount, based on the above information, to the credit card listed above.

Cardholder's Signature: _____

Cardholder's phone number: _____ **NOTE: This sheet will be shredded post fair.**

Cardholder's Email Address for receipt purposes: _____