

# How to Become a Vendor at the El Dorado County Fair

(The Fair does not offer exclusivity (Sponsorships will offer exceptions), however, the fair coordinator will limit "like" businesses or allow a certain amount of said businesses inside the building and outside the building. If you are uncertain and would like to know if your type of business is full prior to submitting an application, you can email the vendor coordinator at [amanda@eldoradocountyfair.org](mailto:amanda@eldoradocountyfair.org))

1. Complete the appropriate application (use the Concessionaire application if you sell food or entertainment), and make sure you list all items you wish to sell or services offered at the fair. Booth placement will be based on these items. Make sure and designate which area you would like to be placed in, in order of preference.
2. Include a check or money order, or complete credit card authorization form, for 50% of the booth fee. (Payment will not be processed until the application is approved by Fair staff).
3. Attach a copy of your California resale permit.
4. Attach photographs of a recent booth setup (unless you are a returning vendor and are making no changes to your setup).
5. Submit to vendor coordinator via email, snail mail, or in person.

**APPLICATIONS THAT ARE RECEIVED WITHOUT PAYMENT CAN NOT BE PROCESSED.**

6. Vendor coordinator will assign booth space, submit to CEO for signature, and return a signed copy of your application via email, along with an invoice for the remaining balance (due within 60 days or by May 12<sup>th</sup>, 2023), and a request for liability insurance.
7. If all necessary documents and payments are submitted, your vendor packet will be ready for pick up at the Armory Rd Gate on Tuesday, June 13<sup>th</sup> at 8:30 am.

Phone: 530-621-5860 Return to: 100 Placerville Dr., Placerville, CA 95667

Location \_\_\_\_\_

FAX: 530-295-2566

**APPLICATION/CONTRACT FOR COMMERCIAL VENDOR SPACE**

The undersigned vendor submits this application/contract for approval to occupy commercial 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 Guidelines Packet, and any other subsequent Exhibits or as may be amended.

**Please note: 50% of the space fee must be submitted with this application/contract to reserve space.** Balance due within 60 days of submission of application. Or no later than May 12, 2023, whichever comes first.

Company/Organization \_\_\_\_\_ Owner/Operator \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ County \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Business phone ( ) \_\_\_\_\_ Cell Phone ( ) \_\_\_\_\_

Email \_\_\_\_\_ CA Sellers Permit # \_\_\_\_\_

**PLEASE PRINT EMAIL ADDRESS LEGIBLY**

(attach copy of permit)

**LIST ALL ITEMS YOU ARE APPLYING TO SELL OR SERVICES OFFERED. If a contract is issued, it will be assigned on the basis of this list only. If not listed you may be asked to remove items from the sale. Please attach a separate sheet if necessary.**

**Space size requested** \_\_\_\_\_ **Most spaces are sold in 10' increments. Same Space as last year** \_\_\_\_\_

- \_\_\_ **Indoor** - Commercial Building
- \_\_\_ **Outdoor** - Breezeway 1 (under shade cloth, 9' wide by 10' deep spaces, no canopy tops allowed unless rain)
- \_\_\_ **Outdoor** - Breezeway 1 (19'x10 - #35-36; 32-33; 30-31; 27-28 sold together, must provide own straight legged canopy with top)
- \_\_\_ **Outdoor** - Breezeway 2 (10' spaces, must provide own straight legged canopy with top)
- \_\_\_ **Outdoor** - Check One - \_\_\_ Food Court \_\_\_ Avenue Tent \_\_\_ Plaza \_\_\_ Other
- \_\_\_ **Outdoor** - Food Court (19x10 - #3-4; 6-7; 8-9; 11-12 sold together)
- \_\_\_ **Corner** - (additional \$50 granted upon availability)

Electrical power is supplied at (1)20 amp 120 volts. **Specify any additional needs.** \_\_\_\_\_ **See fees**

**Stock Truck?** ☐ YES \$50.00 for the duration of the fair. (No camping in stock trucks allowed) Dimensions of truck: \_\_\_\_\_

**Space is limited, you must let us know if you will be bringing a stock truck/trailer**

**RV PARKING** – Water/30 AMPS ONLY.

**NO ARRIVALS AFTER 9 pm** unless pre-arranged with Fair Staff.

**Type of RV** \_\_\_\_\_ **Length of RV** \_\_\_\_\_ **Check in date:** \_\_\_\_\_ **Check out date:** \_\_\_\_\_

Only one tow vehicle per space. RV spaces are 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 RVs 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. The Fair office will have contact info for an outside company to dump your RV if needed. Arrangements must be made by you prior to the fair opening.

**Choose one of the following options:**

Provide own insurance \_\_\_\_\_ (Reference guidelines for requirements) CFSA Master # \_\_\_\_\_ Purchase thru fair @\$90 \_\_\_\_\_

*I have read and understand all information given with this application/contract including Vendor Guideline and Commercial Space Requirements and Fees. Once the completed application/contract has been signed by both parties, full payment will be expected. I certify that all information contained in this application is true and accurate to the best of my knowledge.*

**El Dorado County Fair Association**

**Company Name** \_\_\_\_\_

Kathy Dunkak, Chief Executive Officer

Signature \_\_\_\_\_

FOR OFFICE USE ONLY

|                     |                |             |           |          |            |           |
|---------------------|----------------|-------------|-----------|----------|------------|-----------|
| Date _____ \$ _____ | Receipt# _____ | Booth _____ | Ins _____ | RV _____ | Elec _____ | Oth _____ |
| Date _____ \$ _____ | Receipt# _____ | Booth _____ | Ins _____ | RV _____ | Elec _____ | Oth _____ |
| Date _____ \$ _____ | Receipt# _____ | Booth _____ | Ins _____ | RV _____ | Elec _____ | Oth _____ |

# EL DORADO COUNTY FAIR & EVENT CENTER COMMERCIAL & CONCESSIONS INFORMATION & GUIDELINES 2023 FAIR

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# COMMERCIAL & CONCESSIONS INFORMATION

Fair Date: June 15-18, 2023

## EL DORADO COUNTY FAIR

100 Placerville Drive ~ Placerville CA 95667

(530) 621-5860 ~ Fax (530) 295-2566 ~ [eldoradocountyfair.org](http://eldoradocountyfair.org) ~ [fair@eldoradocountyfair.org](mailto:fair@eldoradocountyfair.org)

### Fair CEO

Kathy Dunkak

(530) 621-5863

[kathy@eldoradocountyfair.org](mailto:kathy@eldoradocountyfair.org)

### Vendor Coordinator:

Amanda Koch

[amanda@eldoradocountyfair.org](mailto:amanda@eldoradocountyfair.org)

### Regular Office Hours:

Monday – Friday 9am-4pm

### Fair Time Office Hours:

Thursday – Sunday 9am-8pm

**Monday, June 19th 11am-5pm**

## COMMERCIAL EXHIBIT PRICES

| Payment method                           | Cash Disc | Credit Card |
|--|-----------|-------------|
| Indoor 10x10 (El Dorado County business) | \$525     | \$550       |
| Indoor 10x10 (Out of County business)    | \$550     | \$575       |

**(ADD \$50 for CORNER SPACES INDOORS)**

### Plaza, Pavilion Tent, Breezeway, Food Court & Avenue

|   |       |       |
|---|-------|-------|
| Outdoor 10x10/10x9 (EDC business)           | \$375 | \$400 |
| Outdoor 10x10/10x9 (Out of County business) | \$400 | \$425 |
| Outdoor 19x10 (see application)             | \$725 | \$750 |

**(ADD \$50 for CORNER SPACES OUTDOORS)**

### Outdoor (Bulk Spaces)

These areas are designated by Fair management and located through-out the fairgrounds. Bulk spaces are not supplied with drapes, carpeting or shading. Rate applies to NO LESS than 300 Sq Ft. 2.75 sq ft 3.00 sq.ft.

### ELECTRICAL FEES (If requested)

|                    |          |                    |           |
|--------------------|----------|--------------------|-----------|
| 20 amp – 120 volts | \$50.00  | 50 amp – 208 volts | \$ 197.00 |
| 60 amp – 208 volts | \$236.00 | 70 amp – 208 volts | \$ 275.00 |

Not all electrical available in all areas.

**PLEASE LIST YOUR NEEDS ON YOUR VENDOR APPLICATION!!!!**

## CONCESSIONAIRE RATES

**22% (20% FOR NON-PROFITS) OF GROSS FOOD SALES\***  
(LESS SALES TAX IF APPLICABLE).

Minimum Guarantee Set Based on Menu, Pricing, And Footprint.  
Applicable electrical fees apply.

**\*3% convenience fee added for credit card payments**

## FAIR HOURS

### Gates Open to Public:

|                   |               |
|-------------------|---------------|
| Thursday, June 15 | Noon-Midnight |
| Friday, June 16   | Noon-Midnight |
| Saturday, June 17 | 10am-Midnight |
| Sunday, June 18   | Noon-10pm     |

Buildings close at 10pm daily.

**DURING FAIR:** All Vehicles off grounds

**ONE HOUR PRIOR TO OPENING**

### Set-Up

Monday – By prior approval only  
Tuesday – 8:30am – 6:00pm  
Wednesday – 8:00am-9:00pm  
Thursday (NOT ADVISED) 8:00am-10:00am

### 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 13, 2023.

**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 February 1, 2023 to claim their space.*

After the first of February, all spaces not reserved are available to new vendors.

**Claiming your space involves submitting a complete application with 50% payment.**

***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.***

## BOOTH FEES

50% of the booth fee is due with the return of the signed application and the balance is due within 60 days of submission of the application. Applications submitted without payment may not receive their desired booth space. Checks may only be received until May 13, 2023.

However, if you pay with a check and the check does not clear or your final payment is received after this date; then you will be responsible for the full rental rate as well as a \$25 check fee for non-cleared checks, and you may not receive requested booth space.

Any application not returned and not paid in full, including all fees, is subject to cancellation whenever fair management deems necessary.



## 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 the booth cost

***If we are unable to sell all the space in your area, such as the 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.



## VENDOR ADMISSION & PARKING CREDENTIAL INFORMATION

**(16) Daily Vendor (Commercial & Concessions) Passes and one (1) parking credential per vendor will be issued.** Admission credentials may be used at any admission gate. Be sure your staff is given the correct amount of credentials or are prepared to pay full price at the gates. NO ONE will be permitted on the grounds without credentials. Lost credentials will not be replaced. **Additional Vendor Admission credentials are available for purchase at \$7.00 each, up to 52.** Beginning Thursday of the Fair, Vendors with coolers & outside food should utilize Vendor Walk-Thru Gate, (which is near Skate Park). Parking permits are valid in Vendor Parking Lot only and once that lot is full, vendors must use public parking. The El Dorado Transit shuttle will be picking up at various locations and dropping off at the Placerville Dr. gate from opening until 30 minutes after fair closing each day of fair. **Please let your staff know of this service, as this parking and shuttle are free.** Complete shuttle locations and times will be available by calling the fair office in April or by checking our website [www.eldoradocountyfair.org](http://www.eldoradocountyfair.org). **No additional fair-time parking credentials are available.**



## DAILY ADMISSION

|                      |      |
|----------------------|------|
| Adult (13+)          | \$12 |
| Children (7-12)      | \$ 8 |
| Seniors (60+)        | \$ 8 |
| Children (6 & under) | FREE |

**\*DISCOUNTED PASSES** Please see the website [www.eldoradocountyfair.org](http://www.eldoradocountyfair.org) or call 530-621-5860.

**\*DISCOUNTED TICKETS** must be purchased through the fairgrounds or online no later than 6 pm on June 14, 2023.

## WILL CALL

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

## SET-UP SCHEDULE

**Vendor Credentials will be available at the Armory Rd Gate beginning Tuesday, June 13<sup>th</sup> at 8:30 am.** 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 the grounds. Additional temporary passes for parking during setup are available at the Armory Rd Gate. If Fair Management has not received all necessary documents or payments your packet will NOT be available at Armory Rd. Gate and you will have to go to the Fair Office to complete the 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 another exhibit. Tools, Ladders, Extension Cords, etc are not available from the fairgrounds. There is a Home Depot within 2 miles of the fairgrounds. **FAIR STAFF WILL NOT PROVIDE TRANSPORTATION TO AND FROM THE VENDOR PARKING LOT. PLEASE MAKE SURE YOU HAVE THE APPROPRIATE EQUIPMENT NEEDED SUCH AS A DOLLY OR WAGON FOR YOUR PRODUCT.**

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



## VENDOR GATE

Beginning **Thursday, June 15th**, all concessionaires, and commercial vendors should utilize the “Vendor Gate” to walk onto the grounds. Vendor Gate is located between the entrance to Grandstands and Skate Park in the first parking tier. Please have your credentials ready for staff at the 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 their 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 the fair opening. There will be a **separate vendor gate entrance (next to the skate park, in parking tier 1) for vendors to bring in cooler** refills if needed. **NO GLASS CONTAINERS ARE ALLOWED ON THE GROUNDS.** All food/beverages must be consumed from paper cups, cans, or plastic bottles.

## 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, Main Lawn except under shade cloth, and “SMOKING” tent behind Carnival along Wine Garden Road. **ABSOLUTELY NO SMOKING/VAPING or ALCOHOLIC BEVERAGES IN VENDOR BOOTH!**

## BOOTH ACCESS DURING THE FAIR

All vendors must be off grounds by 12:30 am Thurs/Fri/Sat night. Outside booths may be accessed during the times listed below. The Commercial Building will be open for vendors at 8 am Thurs, 8 am Fri, 8 am Sat, and 8 am Sun, and vendors may remain in the booth until 30 minutes after the building closes at night (except Sunday). **Vehicles** will only be allowed on grounds at the following times: Thursday 7 – 10 am, Friday 9 – 11 am, Saturday, 7 -9 am, and Sunday 9 – 11 am..

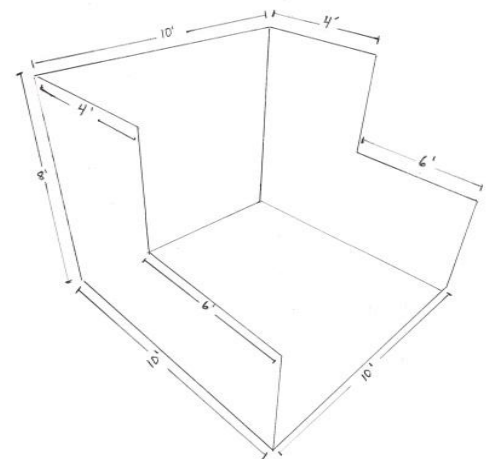


## BOOTH APPEARANCE/DECORATIONS

The licensee is totally responsible for the maintenance and attractive condition of the 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.** **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 products!**



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 is allowed.**

All spaces are furnished by the Exhibitor, including tables & chairs, Fire Marshal-approved shade covering, and extension cords. All aisle space belongs to the Association, and all activities of the Exhibitor, his agents, employees, or representatives must be confined within the allotted area and may not be carried on elsewhere on the fairgrounds.

The following will not be allowed: Solicitation above the ordinary speaking tone of voice; gifts or souvenirs upon which 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.

**Outside vendors with booths should not begin setting up without first being spotted by Management.**

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 may result in termination of the contract and the Vendor will be billed at the prevailing rate. In addition, the Licensee may not be invited to return. All vendors must work **within** the confines of the assigned space.



### 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 the Vendor Coordinator.**

### PARKING

Parking is at a premium on the grounds during the fair. Licensees are responsible for advising their employees of all parking regulations. **THE FAIR STAFF WILL NOT BE ABLE TO PROVIDE TRANSPORTATION TO OR FROM THE PARKING LOT. PLEASE BE PREPARED!**

- \* Vehicles will not be permitted within the enclosure of the Fair at any time fair management deems necessary. See section "ADMISSION & PARKING CREDENTIAL INFORMATION" for details.
- \* **Licensees 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 passes is strictly forbidden.

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 nondesignated 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 RVs & Stock Trucks.**

### TOWING POLICY

Towing cars is necessary when violators park in No Parking Zones. **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 SETUP

Use high-pressure steam cleaning or a mop and bucket to clean your stands during setup 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 setup 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, and those items were not approved for sale, you may be asked to remove those items from the sale. No *substitutions* can be made without the prior written approval of management. 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 the cancellation of the contract. **Please check your returned contract copy as the items listed may have been disallowed by Fair Management.**



### 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 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 an item for sale.

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 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 the contract.

### **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 effect.

### **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 is 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 the same is available through the Calif Dept of Tax & Fee Administration. **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 seller's permit during the fair may be closed down.**

### **INSURANCE – GENERAL LIABILITY**

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 State of California, County of El Dorado, El Dorado County Fair and Event Center, their agents, servants, and employees as additionally insured. Insurance must include setup days, Fair dates, and teardown**

**days (if applicable).** Licensee shall defend, indemnify, and hold the Association, the County, the State, 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 attorney's 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 the 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 they have full-time, part-time, or temporary employees. The policy must be current, valid and in force under the name of your legal.



### **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 the 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. The permit fee is \$171.00\* for hazardous items and \$86.00\* for prepackaged items. Forms can be downloaded at: [http://www.co.el-dorado.ca.us/emd/pdf/TFF\\_Application.pdf](http://www.co.el-dorado.ca.us/emd/pdf/TFF_Application.pdf). Return forms and money to EDC Fair, with a check for permit payable to El Dorado County Environmental Health. Forms and money must be received by the Fairgrounds no later than May 13, 2023. If submitted after that date the fees are \$223 and \$112 respectively. \*Rates are 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. 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 forklifts available for unloading shipment, if not, shipment will be refused.

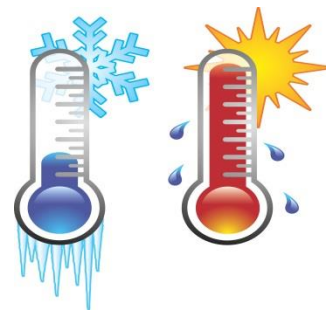


### FORKLIFTS

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 the 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 Commercial Building after 4 pm Tuesday, June 13th.** The outdoor areas will be dependent on accessibility. Vendors using their own forklifts must be certified to operate on the grounds. 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 the sun, wind, inclement weather, flooding, etc. 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 shall bear the seal of the California State Fire Marshal. **No smoking shall be allowed in any tent.** 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, the **vendor must provide its own 3-prong, 12-gauge, extension cord.** Each vendor is allotted a 1- 110v plug-in. If more power is required, it must be noted on the vendor application and paid for. All plumbing and electrical work required (other than the 110v electric outlets) **must be installed at the 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 fairground 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 electric-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 the 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 the 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.** Break down boxes and place them in recycle bins. 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 the 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 wastewater 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 beginning Tuesday, June 14<sup>th</sup> thru Sunday, June 19<sup>th</sup>. **The 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 precautions for the protection of the Exhibitor's property, but shall assume no responsibility for loss or damage to the Exhibitor's property. Small or fragile articles or displays should be put away for safekeeping by the Exhibitor at the closing hour each night. Exhibitors must be out of the 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 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 the 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, a 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.



### **FIRST AID**

Medical personnel is 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.

### **AMERICANS WITH DISABILITIES ACT**

The Americans With Disabilities Act (ADA) makes it illegal to discriminate against anyone because of physical or mental impairment. It is the responsibility of each licensee and their employees to adhere to the requirements of the 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, and 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 are treated in an equal and courteous manner so that they may participate in the fun and enjoyment the fair offers while ensuring 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 that is free from sexual harassment. **Sexual harassment refers to behavior that is not welcome, personally offensive and interferes with employees' effectiveness and work environment.**

### **CLOSING NIGHT / TEAR-DOWN PROCEDURES**

The official closing of the 2022 El Dorado County Fair is **Sunday, June 19th 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 the following year's booth.** Guest services staff will monitor booths for early teardown, and document such actions.



### **NO VEHICLES ON FAIRGROUNDS UNTIL AFTER 11:00 PM, 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 20th by Noon). 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 the owner's expense, at the Fair's discretion. Fair management is not responsible for any merchandise or booth material(s) left on the grounds.

# **FOOD / DRINK / CONCESSIONAIRES**

## **CASH REGISTER REQUIREMENTS**

- Every concession stand **must** have a working cash register that has 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 the cash drawer or using 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 into the cash register. If excessive over rings occur, the licensee will be required to use a register with pre-set price keys that can be canceled 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 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. The 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 registered tapes to the office by 10 am, 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 the 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 the 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 Requirements in this guideline. A Concessions Auditor may 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 the concession name and the date. Remember to bring your ring sheets. Over rings are not the auditor's jobs to locate! On the 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 with audit procedures is required upon request. Concessionaires must provide their own cash registers and be fully operational by noon on opening day. This includes register tape and readable ink ribbon.

### REMOTE POINT OF SALE UNITS

A detailed, daily report may be submitted electronically with the vendor coordinator's approval. The report should show the detail of each transaction, with totals at the end of the report.

### MENU/PRICELIST

All booth signage (price signs, etc.) must be of a professional nature. 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.

### FOOD TRUCKS

Food trucks may not open until the Fire Marshall has inspected the interior. Ansul systems must be current, and a fully charged fire extinguisher on board. Due to placement during the fair, food trucks may not be able to pull out until the Fair is over.

### 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 its existence.

### CONCESSION CLEANING

Concessionaires must, at their own expense, keep their concession space and adjacent areas properly arranged and clean. All concessions must be clean, and all coverings removed, and be ready for business each day at the opening of the fair. 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

The kitchen will be available every day of the 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 – 9:30 pm, Saturday 10 am – 9:30 pm. No food vendor shall utilize any restroom sink, hose, or drinking fountain for the purpose of washing dishes/utensils.

### PERMANENT CONCESSIONS STANDS

Permanent concession 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 (or another suitable server) 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 fair will result in a \$250.00 fine plus damages. This may jeopardize your ability to return to this fair.



## 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. The permit fee is \$171.00\* for hazardous items and \$86.00\* 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 a check payable to EDC Environmental Management, **NO LATER THAN MAY 13, 2022**. If submitted after that date the fees for hazardous items are \$205.00\*. If the licensee already has an EDC health permit, submit a copy directly to El Dorado County Fair, along with the completed form above by May 13, 2023.

*\*Fees are not in our control and are 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.

**Thank you for being a good fair partner!**  
**We appreciate you!**

# 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 WRITE 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: \_\_\_\_\_

Date Received \_\_\_\_\_

Date Processed \_\_\_\_\_

Processed by \_\_\_\_\_