

Concessions Rules & Regulations- 2017 Allen County Fair

The following information has been compiled to furnish concessionaires/exhibitors with complete details affecting the successful operation of their exhibit at the 2016 Allen County Fair. It is important that all persons responsible for their exhibit be aware of this information and procedures.

All Concessionaires, especially food vendors, are expected to fulfill all obligations of local, state and federal law.

Each concession or exhibit shall comply with and observe all laws, ordinances or statutes of the United States, the State of Ohio, the County of Allen and the Township of Perry and protect and hold harmless the Society from any and all liability resulting in noncompliance. The Ohio Revised Code Sections 1711.09 and 2915.01 Prohibit immoral shows, lottery devices, games of chance, gambling of any kind (including the sale of pools and paddle wheels) and the sale of intoxicants on any Ohio Fairgrounds at all times. No drug related explosive item may be sold or give away.

Tax Registration & Payment. Each concession or exhibit shall be responsible for and save the Society harmless from any and all tax levies or tax due to any governmental body or agency.

Ohio Health Department. The Ohio Health Department requires **all food concessions** to have a Fair Stand License. The cost is \$94.00 for a mobile food license and one needs to be obtained from your county you are from. If you are out of state, you need an Ohio License. A temporary license is \$125].00 and paperwork must be in before 10 days of the event.

For more information on licensing, go online at [allencountyhealthdepartment.org/our-service/environment/food service](http://allencountyhealthdepartment.org/our-service/environment/food-service); or call 419-228-4457 for the Allen County General Health District, 219 East Market St., Lima, OH 45802.

Or:

The Ohio State Department of Health Bureau of Local Services, 246 North High St. PO Box 118, Columbus, OH 43266-0118 614-466-1390

RULES OF CONDUCT: All Exhibitors are expected to conduct themselves in a professional manner and according to the rules governing exhibits. Exhibitors will refrain from mentioning their competitors or their products or services in a derogatory manner or in any way disparaging another Exhibitor who is also participating in the Fair. Any unruly conduct, refusal to follow rules, or use of foul language may be considered grounds for expulsion from the fair. Such Exhibitors may not be invited to return to subsequent Fairs.

All business will be conducted in a courteous manner and all Fair patrons will be treated politely and courteously at all times.

1. CHECK-IN. All concessionaires/Exhibitors are required to check-in with the concession office upon arrival. The window is located on the North side of the Administration Office. Payments and insurance should be sent in by July 15, 2017. If final payment is not received by July 15, 2017 will be charged a \$50.00 late fee.

Under no circumstances will a Concessionaire/Exhibitor be allowed to set-up without first checking in at the concessions office and unless all required contractual obligations, i.e. payments, certificate of insurance, etc. have been fulfilled.

The Concessions office hours of operation are as follows:

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|---------------|----------------|
| August 1 - 16 | 9am - 5 pm |
| August 17 | 9 am -7 pm |
| August 18 | 8 am - 6 pm |
| August 20-25 | noon - 5 pm |
| August 26 | 12 noon - 7 pm |
| August 27 | 8am - 11 am |

Your complete package of passes, permits, etc. will be available starting August 7, 2017. **We do not mail packets out.** They must be picked up at the Concession Office times. Please refer to paragraph #2 for specific information relative to the availability of your concession space for setting up.

2. SET-UP. Outdoor concessions can begin setting-up Tuesday, August 15, 2017. The fairgrounds will be available for set-up from 9:00 am to 6:00 pm Tuesday and Wednesday, and 8:00 am to 8:00 pm Thursday prior to opening day of the Fair. Any space that is not set up by 4:00 pm opening day will be considered vacant and can be rented to someone else. **ALL EXHIBITS MUST BE SET-UP BY FRIDAY, AUGUST 18, @ 4:00 PM.**

3. ELECTRICAL SERVICE/HOOK-UPS. Base power for all locations will be available on the respective set-up dates. Concessionaires who have requested additional service, such as 220 Volt, dedicated circuits, power for supply trucks and trailers will be required to wait for the licensed electrician to direct them to their power source prior to setting up. Service will be provided on a first come, first serve basis.

Concessionaires who require any (or additional) electrical services that have not been requested in advance will be accommodated in a first come first serve manner as well. Services will be provided on a time and material basis, added to your contract and paid for by the vendor promptly at the concession window at the time of check-in.

- See **Electrical Requirements at www.allencofair.com.**

4. DELIVERY PERMITS. A delivery permit is required to use a motor vehicle for inner grounds travel to service exhibits or booths. This permit allows you to drive on the property until 11:00 am ONLY! A Season Pass must also be purchased in addition to the delivery permit. Those can be purchased at the Administration Office as well as the Concession window. Golf carts and utility vehicles used for delivery must produce proof of liability insurance and obtain a permit from the concession office.

5. PARKING PERMITS. Reserved parking permits must be hung from your rearview mirror. Permits can be picked up at the concession window when packets are picked up.

6. PASSES/Single Day Tickets. Passes issued to Concessionaire/Exhibitors are issued to satisfy operational requirements. **Passes/tickets cannot be sold.** Each person contracting concession or exhibit space must purchase either a membership card or a season pass for each contract written. One free season pass will be given for each space contracted. Additional season passes can be bought for \$30.00 or daily tickets at a discounted price, (\$5.00 each) until 4:00 pm Aug.18, 2017. Season passes can be passed around between workers, but can only be used once a day, because they are punched daily. The sale and/or misuse of daily Exhibitor Passes and parking passes by Exhibitors, their agents, their family members, or

any other person may result in immediate expulsion with no refund. The Exhibitor may not be allowed to return to subsequent fairs.

7. OPERATING HOURS. The administration office will be opened 8 am to 8 pm during the fair, August 18 - 26, 2017. Hours of operation for the Merchant Buildings will be 11:00 am - 10:00 pm daily. **Thursday, August 24, Senior Citizens Day, buildings will open at 9:00 am.** Workers can be in their booths 15 minutes before the building opens every day. Outside Concessions can open their booths at noon. Those serving breakfast can open when they choose.

** Food stands are permitted to open prior to opening day of the Fair (August 18) for the convenience of any Fairground workers. All other exhibitors may open at 12 noon on the first day of the Fair.

8. BUILDING SECURITY. Buildings are locked and secured during all hours the facilities are closed to the general public. Concessions or exhibits shall secure and pay for any type of security that either they or the Society determines necessary.

9. EMPLOYEES UNDER 16. According to the U. S. Department of Labor, Wage and Hour Division, minors 16 may not, under most employment situations:

- Work between 7:00 pm and 7:00 am
- Work more than 8 hours a day
- Work more than 6 days a week
- Work more than 40 hours per week (non-school week)
- Work more than 18 hours per week (in a school week)

10. BOOTH GUIDELINES. Booths should look professional, be aesthetically pleasing and in good structural condition. Table coverings and skirting should be wrinkle free and of good quality. All products and materials related to the operation of the booth must be contained within the confines of the assigned area. The Allen County Fair strongly encourages the display of flowers, corn stalks, skirting, etc. to improve the overall look of displays, and thus improving the overall look of the Fair. Vinyl snap tile flooring or carpets outside concessionaires' trailer/booths are also welcome.

OUTDOOR VENDORS. Professional quality tents are required. Lightweight tents and awnings can become dangerous obstacles with inclement weather and will not be allowed. Clear plastic, blue tarp, army-type tents (except military display), canopies, lightweight pop-up tents, or similar structures are not allowed. If you are unsure, please call ACF.

You can rent a tent through the ACF. Our vendor is Delphos Tent & Awning. They will come in, set up the tent, starting the Monday before the fair, and come and tear them down starting the Sunday after the fair. Call the ACF for sizes and pricing.

11. INSPECTION. All Concessions/Exhibits will be reviewed and inspected during the Fair. ACF is concerned about the appearance of the booths and the professional look of the fair. Booths that look good are good for business, yours and ours.

12. HANDICAPPED ACCESSIBILITY. Concessionaires, especially food and outdoor Exhibitors, should be sensitive to the needs of guests with disabilities and work to remove barriers.

13. SIGNS. All signs should be professionally lettered and designed. No "paper menu's" at food concessions. Pricing must be easily visible for customers to read, and not crowded and confusing. This will be enforced during the Fair. **Handwritten or unprofessional paper signage will not be allowed.**

14. OVERHANGS - OUTDOOR CONCESSIONS. Signs, canopies, awnings, etc., cannot extend over roadways nor cause interference for the movement of Emergency vehicles. Concession unit must sit back far enough from the road to prevent overhangs.

15. ELECTRICAL WIRING. All wiring must conform to latest National Electrical Code. Electrical cords must be provided by Concessionaires/Exhibitors. All electrical service work including plugging in must be handled by the official ACF electrician. Should you have any questions, please contact the ACF at (419)-228-7141.

16. FREE DRAWINGS/GIVEAWAYS. Exhibitors planning to conduct any type of free prize drawing must advise the Concession Manager in writing, prior to the Fair, of the specifics of their drawing (s). Exhibitors may conduct free drawings from their contracted area, provided that:

- Sign-up tickets used shall have the names of the company conducting the drawing printed thereon.
- A listing of the prizes and their value must be posted and the drawing held at the conclusion of the Fair.
- All patrons are eligible to participate in the contest. No purchase is required to receive a prize.
- Winners of gift prizes shall not be required to leave their domicile area in order to receive prizes and the exhibitor shall undertake to mail, ship or deliver prizes to the winners. Arrangements can also be made to pick up gift prizes as well.
- The Concessions Manager shall be given the name, address and telephone number of all winners and a description of their prizes within one week after the fair.

Raffles. Raffles are not allowed. The only exceptions are those operated for the purpose of raising funds to be used in charitable undertakings as authorized by state statutes and only with the prior written consent of the ACF.

Giveaways. Nothing shall be sold or given away that conflict with a privilege or concession contracted by ACF. **Balloons are not allowed as a giveaway except in pre-approved sponsorship agreements.**

Sampling. If your booth is giving out product samples, please remember to keep it at a sample size—**Full size samples are not allowed.** A good rule to follow: a sample is one bite or two sips.

Stickers. Promotional stickers or any other items with adhesive back or front are not allowed as giveaway items. If stickers with your logo/name are found on public utilities, fair buildings or other fixtures, you will be charged for the cost of removal.

17. UPS/FREIGHT DELIVERIES. There will be no deliveries to individual booths. Concessionaires/Exhibitors must be at Gate 1 to meet the UPS deliveries. Time will be posted at the concession window when checking in. Please make sure all packages are shipped with Your Company Name, (what we have on file) c/o Allen County Fair, 2750 Harding Highway, Lima, OH 45804. Please use same company name for delivery as listed on your contract. Orders that arrive before you do will be held in the administration office.

18. DEPOSITS FOR 2018. Deposits for the 2018 Allen County Fair will be accepted at the Concession window beginning Wednesday, August 23, 2017. We cannot guarantee location but will make every effort to do so if in the best interest of the fair. All deposits received for the upcoming year are considered non-refundable after April 15, 2018. **Deposits will be accepted, by invitation only, based on performance standards for this year's Fair.**

19. TEAR DOWN. All exhibits, displays and display material must be removed from the fairgrounds by **1:00 pm on Monday, August 28, 2017. No space may be closed, vacated and/or torn down from 10:00 pm August 26, until 12:00 midnight. If tear down is not complete by midnight, you must return Sunday.**

GENERAL RULES, NOTICES AND REGULATIONS

1. The Management reserves the right to amend or add to these rules at any time. In the event of conflict of general and special rules, the latter will govern.
2. The following rules and regulations will apply to all Exhibitors and Concessionaires who are required to familiarize themselves with the rules.
3. All property of every character entered for display or any other purpose or brought upon the Allen County Fairgrounds by any person shall be subject to the rules and regulations prescribed by said Allen County Fairgrounds.
4. In no case shall the Allen County Fair or any of its officers be held responsible in damages for any loss, damage, injury or death or disability by disease or from theft or from any other cause to any such property, or to any person coming upon said Allen County Fairgrounds while said persons or property are on said Allen County Fairgrounds.
5. No claims for injury to any person or property shall ever be asserted or suit instituted or maintained against the Allen County Fairgrounds, its officers, agents, representatives, servants or employees for any cause by any person having license or privilege to exhibit on the fairgrounds or occupying any space thereon, and it is part of the consideration for such license or privilege that such claims for damage are specifically waived.
6. If the property owner or others interested in the property desire protection against loss, damage, or injury from fire or any cause, they must make their own arrangements and pay for such insurance.
7. The management reserves the right to remove from the grounds any exhibit, concession or show that may be falsely entered or may be deemed unsuitable or objectionable, or to remove any advertising matter of any kind which may be deemed unsuitable or objectionable by them, without assigning a reason. No concession shall be operated in a manner which presents a safety hazard or nuisance to the patrons or the general public. If the Society Directors deem that this directive is violated, the Concession operation may be suspended.
8. Where booth/exhibit signs or banners are used, they must be neat and inoffensive and the manager or authorized representatives shall have the right to require an exhibitor to remove any signs or banners which are considered undesirable. It is required that you avoid any unprofessional hand-made signs.
9. Volume from audio-visuals, films, slides and any other form of sound amplification must be kept at a reasonable level so as not to distract other exhibitors. The rule is that the sound must not emanate from the confines of your display. The use of loud speakers will not be allowed. No hawking will be permitted.
10. The Board of Directors authorizes the letting of only such privileges or concessions that are required to supply the necessary wants of the public, or that may add to their comfort, convenience and pleasure, but under no circumstances will a privilege of a questionable nature

or a demoralizing tendency be let or in any manner tolerated upon the grounds, or in the buildings, nor will any privileges be permitted where the business is conducted in other than a legitimate and trade-like manner.

11. Concessionaires must confine themselves to the space assigned. Any relocation from assigned exhibit space, or changes/additions in product (s) other than specified in concessions contract, without prior approval from the Allen County Fairgrounds, will result in immediate cancellation of license to exhibit. You must stay within your rented space. Signage will not be allowed outside of your rented area, except as agreed to in certain sponsorships.
12. The management reserves the right to reassign any space not occupied by the exhibitor on or before specified date, and no Exhibitor will be allowed to sublet or sell any space or privilege without the written permission of the Manager. Management also reserves the right to cancel or relocate any vendor/exhibitor without recourse for any reason which may be deemed in the best interest of the Fair.
13. The Board of Directors and Concessions Manager will use every precaution to guard against extortion in any form practiced upon the patrons of the Fair. A violation of this rule by any concessionaire will cause the forfeiture of contract, money paid or expulsion from the grounds, as the management may direct.
14. No person will be permitted to distribute advertising matter upon the grounds except from their place of business or exhibit space. The tacking or posting of any advertisement, bills, etc., other than within the space occupied by exhibits, is strictly prohibited. The distribution of handbills, fliers and heralds will not under any circumstances be permitted. The carrying of signs, banners, and similar promotional items is also prohibited. Political candidates are also expected to abide by these rules and regulations. Anyone violating this rule is liable to fine or expulsion from the grounds. Begging, soliciting, singing, or public speaking is positively prohibited.
15. The management will consider it a favor if patrons will report any mistreatment or extortion practiced by an employee of the Fair or Concessionaires. Please, do no wait until the Fair is over to file the complaint; do it at once.
16. No one may offer anything for sale or give anything away on any part of the Fairgrounds during the Fair without first obtaining a contract for space for such sale or giveaway.
17. No one may set up any game, concession or exhibit before or during the Fair without first obtaining a contract for such game, food concession or other exhibit.
18. The person who obtains the contract mentioned in paragraph 1 and 2 above is responsible for the actions of all employees and agents while on the grounds.
19. All space(s) shall be used for the purpose outlined on each respective contract.
20. Only items listed on your contract may be sold from or displayed in your space.
21. Concessions or exhibits shall not transfer, sell, assign, exchange, barter or permit his employees to sell, transfer, assign, exchange or barter any privileges, ticket of admission or rights issued to concessions or exhibits or his employees hereunder.

22. Any building, tent or enclosure needed for the operation of the concession/exhibit must be furnished by the persons contracting the space unless negotiated otherwise. All buildings, tents or enclosures constructed or used must have the approval of the Society.
23. All concessions or exhibits shall use the leased space(s) AT THEIR SOLE RISK. The Society shall not be responsible for any destruction, damage or deterioration of their property from weather, storm(s), acts of God, rebellion or riot. Additionally the Society shall not be responsible for any damage or destruction of property caused by any person, invitee, licensee or trespasser in any manner.
24. Each concession or exhibit shall provide and pay for his own insurance coverage for fire, theft, vandalism, damage, or destruction for their property. The Society shall not be responsible or chargeable for such damage or destruction.
25. Each concession or exhibit assumes all liability for any claims of damage arising out of their activities at the Allen County Fairgrounds. The Society, its directors, officers, employees and the Board of Allen County Commissioners will be held harmless in any and all claims for damages arising from the heretofore mentioned activities. Additionally, they must provide to the Society a Certificate of Insurance verifying liability coverage (at least \$1,000,000.00) for their operation prior to the opening day of the Fair. The ACF must be listed as the certificate holder in the lower left hand corner.
26. Concessions or exhibits shall not assign nor sublet their contract to any person, partnership or corporation
27. Concessions or exhibits shall secure and pay for permits, licenses, sanction fees, etc., necessary to conduct the scheduled activities.
28. Each concession or exhibit shall post in a conspicuous manner at the front or entrance to their place of business a sign showing the price to be charged for meal, lunches, or drinks or other types of food to be sold. The size of the sign, manner and place of posting to be approved by the Society.
29. The Society does not guarantee or assure that the sidewalks, paths, streets or avenues on its grounds, or aisle and passageways in its buildings, stands, or enclosures will be kept free from obstruction caused by persons crowding, loitering, standing or sitting therein, causing passage to be difficult or impractical. Such crowding or blocking of said sidewalks, paths, streets, avenues, aisles or passageways shall in no manner or way affect the terms, conditions or provisions of a contract.
30. Each space must have an area of two (2) feet from the walkways/roadways clear of stakes, poles, signs and similar potentially hazardous items.
31. All rides, games, food and other sales must observe the curfew if it is announced each night.
32. No dogs are permitted on the Fairgrounds during the operation of the Fair except for special dog shows or guide dogs.

33. Prohibited items: All motorized vehicles are prohibited on the fairgrounds except authorized delivery vehicles, which must be removed by 11:00 am, and cars, trucks and motorcycles properly parked in permitted parking areas. Prohibited vehicles include but are not limited to golf carts, mopeds, scooters and other powered wheeled transportation. Also prohibited are bicycles, roller blades, skateboards and "razor type" scooters. Personal handicap mobility devices are allowed. Allen County Fair security will have final say on prohibited vehicles.
34. No campers or sleeping quarters are permitted in or behind any concession space except in the designated camping areas. All campers and sleeping quarters must pay camping fees.
35. Lighters must be sold empty. The lighter may be filled at the request of an adult.
36. No reptiles, silly string, or laser lights may be sold or given away as prizes. No knives, of any kind. No guns of any kind, including toy guns, or anything that looks like a gun. No profanity or objectionable words written on merchandise.
37. Food and beverages may not be served in glass containers.
38. At the expiration of each contract, the space shall be surrendered to the Society in as good repair as when possession was taken.
39. The Society shall have a lien upon all property being kept, used or situated upon the Fairgrounds, for the rent or privilege money to be paid under their contract and for any damages sustained; the Society shall have the right to restrain the same without process of law, and appropriate the property to satisfy all claims against the concession.
40. The violation of any of the terms, conditions or provisions of a contract shall, at the election of the Society's Directors, cause the whole amount of this contract to become due and work a revocation and forfeiture of all rights and privileges granted to the concession. In the event of such breach and such election, any and all sums paid or contracted to be paid under a contract to the Society, shall be and become the property of the Society as liquidated damages for said breach.
41. Any exceptions to foregoing rules must have prior approval by the Fair officials. Otherwise, violation will be considered basis for expulsion from fairgrounds and forfeiture of any future display privileges.

AWARDS PROGRAM FOR CONCESSIONAIRES/EXHIBITORS

As part of our on-going program to upgrade the overall “look” of the Allen County Fair, ACF will provide special awards to Concessionaires and Exhibitors who recognize individual effort and accomplishment in the quality and appearances of booth/stands.

Awards will be presented for “Best Display” in:

- ◆ Indoor Display
- ◆ Outdoor Display (food)
- ◆ Outdoor Display (non-food)

Each winner will receive a plaque and a \$100.00 discount towards 2017 base rent.

Judging will be based on the following criteria:

- Overall presentation and quality of display
- Signage and Readability
- Cleanliness/neatness
- Overall appearance of employees

2016 Concession Award Winners

Merchant Building - Choose to Plunder Jewelry
Midway Food - Bare Bones BBQ
Midway Non - Food - Murphy Tractor & Equipment

ACF General Manager:
Bob Fricke

Director for Midway Concessions:
Gary Kramer

Director for Merchant Building
Gary Kramer / Bill Florida

ACF Concessions Manager
Dar Hollar