



**2023
Food & Percentage
Concessions Manual**

**CLARK COUNTY FAIR
August 4 – 13, 2023**

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CONCESSIONS MANUAL DEFINITIONS

As used in this agreement, the following terms shall have the respective meanings indicated:

CCFA	Clark County Fair Association, a non-profit corporation which sets policy for and produces the annual Fair.
Clark County Event Center at the Fairgrounds	Clark County Fairgrounds
Concession	Food and/or beverage vendor, or any other vendor with rent paid all or in part as a percentage of sales.
Concessionaire	Lessee, as referenced in the Concession Contract, their officers, agents, employees, volunteers and concession-related invitees.
County	Clark County, Washington, a political subdivision of the State of Washington, and shall include, without limitations, the various departments, employees, agents, and elected officials of the County, and any assignee or delegate to their various rights and powers.
Fair	Annual Clark County Fair.
Fairgrounds	Clark County Event Center at Fairgrounds (Clark County Fairgrounds)
FSMG	Fairgrounds Site Management Group, a non-profit corporation contracted by Clark County to manage the Clark County Event Center (i.e. Fairgrounds).
Fair Management	The FSMG Fair Manager, CEO or other appointed representative and/or authorized delegate.

PURPOSE AND SCOPE

The purpose of this Concessions Manual is to provide clear understanding of the rules, policies and procedures in regards to concession operations during the annual Clark County Fair.

Every Concessionaire is required to know and abide by these rules and regulations. Every Concessionaire is responsible for assuring that all concessionaire members know and abide by these rules and regulations. Additional copies of this manual are available upon request from the Administration Office.

FSMG and Fair Management reserve the right to amend, add to and interpret the following rules and regulations and to determine finally all questions and differences with respect to them arising out of, connected with, or incident to the Fair.

The Management agreement with Clark County requires that all contracts for use of the Clark County Event Center at the Fairgrounds be written between the Concessionaire and FSMG. Clark County Fair Association sets policy for and produces the Fair.

CONDUCT

ASSIGNED SPACE: Concessionaires shall operate strictly within the limits of their assigned space, not in the aisles or roadways. Concessionaires shall ensure that all officers, agents, employees, and concession-related invitees are clean, orderly and polite in their conduct and speech and that the assigned space is kept clean with no accumulation of trash, paper, or other combustible material.

TERMINATION: Concessionaire is to maintain exemplary business practices at all times. For consumer protection, FSMG reserves the right to terminate this Agreement at any time for reasons of perceived or realized impropriety or in FSMG's sole opinion dubious business practices by Concessionaire.

FSMG retains the right to enforce any or all provisions of this Agreement, including possible termination of the Agreement if Vendor breaches the terms of the Agreement.

CONTRACTS

A. CONTRACTS: Every Concessionaire must have a written and signed contract with Fairgrounds Site Management Group authorizing the Concessionaire's activities. FSMG reserves the right to cancel all contracts of any kind should an Act of Providence such as war, riot, fire, flood, storm, pandemic or pestilence prevent the holding of the Clark County Fair in whole or part. FSMG reserves the right to make adjustments to the floor plan for any reason in betterment of the Clark County Fair. Any and all county, state or federal licenses, inspections or permits required for the installation or operation of Concessionaires booth shall be obtained by Concessionaire, at its expense, prior to noon on Thursday, August 3, 2023.

B. ANNUAL PARTICIPATION: Contracts are issued on an annual basis and do not indicate participation in any future Clark County Fairs or events sponsored either in whole or part by FSMG. Contracts, spaces and related privileges are not transferable.

C. APPLICATION DEADLINE/CANCELLATION OF CONTRACT: If this contract is canceled by Concessionaire for any reason, rental paid to FSMG by Concessionaire shall be forfeited as follows:

APPLICATION AND GUARANTEE:

1. Application deadline is May 1, 2023.
2. The guarantee payment amount specified in each concessionaire's contract is due by June 1, 2023.

CANCELLATION:

1. If concessionaire notifies FSMG of their cancelation on or before May 31st, the guarantee payment will be refunded in full. Cancelation requests received between June 1st and June 30th will be eligible for a 50% refund. The guarantee payment is non-refundable if cancelation is received on or after July 1st.
2. Booth assignments will be given by June 1, 2023.
3. Failure to comply with the terms of this Concessionaire Contract shall be deemed to be a cancellation by the Concessionaire. This includes but is not limited to; no further response, mailings returned as undeliverable, no forwarding address, and inability or failure to make or complete payments.

The forfeited funds constitute liquidated damages for the direct and indirect costs incurred by FSMG in organizing, setting up and providing a booth for Concessionaire and expenses caused by Concessionaire's withdrawal, including re-letting the space. Concessionaire agrees FSMG's actual loss and damages for Concessionaire's default may be difficult to ascertain, that FSMG's collection and retention of this sum represents a reasonable estimation of its actual loss, and that this provision does not constitute a penalty.

D. DELAY OR CANCELLATION OF FAIR: Neither FSMG nor CCFA shall be liable for any damage or expense incurred by Concessionaire in the event the Clark County Fair is delayed, interrupted or canceled. If the Clark County Fair is canceled for any reason, FSMG may retain as much of the rental paid by Concessionaire as is necessary to cover expenses incurred by FSMG.

E. INDEMNIFICATION: Concessionaire shall indemnify and hold harmless Clark County, FSMG and CCFA, their directors, officers, volunteers, employees, agents and assignors from and against any and all claims, damages, losses and expenses including but not limited to personal injury, property damage and attorney fees arising out of or resulting from the activities of Concessionaire, or its employees, agents and guests. Refer to section about Liability/Insurance.

F. SECURITY FOR RENTAL: Concessionaire hereby grants to FSMG a security interest in all of Concessionaire's merchandise and exhibit materials, including, but not limited to, raw materials, work in process, materials to be used or consumed in Concessionaire's exhibit, inventory, equipment, and the products and proceeds thereof, to secure payment and performance of any and all of Concessionaire's obligations specified herein. In addition to all other remedies, FSMG shall have the right to take possession of said property without notice or demand and without legal proceedings in the event of Concessionaire's default under this Contract. FSMG shall not be responsible for the deterioration or spoilage of any such property. FSMG shall have the right to dispose of the security in a commercially-reasonable manner. Any sale proceeds shall be retained by FSMG and applied to costs of repossession and/or foreclosure including attorney fees, storing and selling the property, and the unpaid rental due from Concessionaire for the entire Clark County Fair. Any excess proceeds shall be disbursed to Concessionaire.

G. ATTORNEY FEES: If any action is brought to enforce the terms of this Contract, the prevailing party shall be entitled to reasonable attorney fees from the losing party in an amount as may be adjudged reasonable by the court, including an appeal.

H. VENUE: Any action brought to enforce this Contract shall be filed in Clark County, Washington.

I. GOVERNING LAW: This Contract shall be governed by and construed in accordance with Washington State Law.

J. ASSIGNMENT: FSMG may sell, assign, or transfer any or all of its rights, benefits, privileges, obligations, or duties under this Contract without prior notification to Concessionaire. Concessionaire may not sell or sublet their assigned space under the terms of this agreement with FSMG.

K. DAMAGES: Concessionaire agrees to return said premises and the area to which it has access in the same condition as the premises were before the use of the same was permitted. Ordinary wear and tear, damage by the elements, acts of nature or casualties beyond the control of the Concessionaire is an exception to this rule. The Concessionaire agrees to pay the costs of repair and replacement for any and all damages of whatever origin or nature, which may have occurred during the term of this agreement, by the Concessionaire for restoring the premises to a condition equal to that which existed at the time the participant took possession.

L. UNAUTHORIZED PRODUCTS: If a Concessionaire substitutes or adds any food items, prizes, giveaways, products, or services that have not been approved by Fair Management and/or deletes any such items approved by Fair Management, it is a material breach of the contract and FSMG may terminate the contract immediately upon notice to Concessionaire of the violation. Items must be removed immediately. The Concessionaire may not be granted future contracts by FSMG.

The demonstration and/or sale of the following products during the Fair are strictly prohibited: firearms, weapons (including pocket or hunting knives), guns (either toy or real), blow guns, blow-gun darts, explosives, alcoholic beverages, drug paraphernalia, the sale of any items that promote or glorify drug use, candy or toy cigarettes, combustibles, laser pointers, spud (potato) guns, adhesive-backed stickers, stink bombs and any other items which the CCFA deems to be dangerous, obscene or highly offensive such as items displaying the Confederate symbol, and items with profanity.

The following statute will apply to all exhibitors at the Fair:

RCW 9.41.250 Dangerous weapons
Every person who:

- (1) Manufactures, sells or disposes of or possesses any instrument or weapon of the kind usually known as sling shot, sand club, metal knuckles, spring blade knife, any knife the blade of which is automatically released by a spring mechanism or other mechanical device, any knife having a blade which opens or falls or is ejected into position by the force of gravity, by an outward, downward or centrifugal thrust or movement;
- (2) Furtively carries with intent to conceal any dagger, dirk, pistol or other dangerous weapon; or
- (3) Uses any contrivance or device for suppressing the noise of any firearm, is guilty of a gross misdemeanor punishable under chapter 9A.20 RCW.

M. SUPPLIER OR SPONSOR PRODUCTS: Space, products and signage is limited to the name of Concessionaire and the primary products as established on the contract. Suppliers or sponsor company products or names cannot be used without advance approval by FSMG (example: Coca-Cola®, etc.)

N. UNLAWFUL BUSINESS PRACTICES: FSMG will use every precaution to guard against unlawful business practices in any form. A violation of this rule will cause the forfeiture of all contract money paid, or expulsion from the grounds, or both, as FSMG may direct.

O. SOLICITATIONS AND ADVERTISING: The Clark County Event Center at the Fairgrounds (Fairgrounds) is the property of Clark County. Soliciting by Concessionaires is positively prohibited, except as authorized in advance in a written contract. All solicitation for sales, charitable contributions, or other purposes must be made from within the confines of an assigned booth or display area.

No Concessionaire shall distribute advertising matter, handbills, fliers, tokens or other material on the Fairgrounds except from an assigned booth or display space. The tacking or positioning of any advertisement, bill, sign, banner or printed matter other than within the assigned space is strictly prohibited. No Concessionaire shall solicit or distribute such material in aisles or while roving the grounds. Anyone violating this rule is subject to removal from the grounds.

P. PAYMENT: Payment due for booth fees, insurance, etc. made after July 15, 2023 will be accepted in the form of cash, cashier or bank check, money order, credit card (Visa, MasterCard, Discover, or American Express) only. Credit card transactions will incur a 3% fee. **No personal or business checks will be accepted after July 15, 2023.**

Q. SALES TAX RATE: The sales tax rate for transactions at the Clark County Fairgrounds is .085 (8.5%).

WASHINGTON STATE DEPARTMENT OF REVENUE - All Vendors must have an open tax registration (UBI) number with the Washington Department of Revenue. Vendors are required to provide their UBI number to the FSMG as part of their contractual agreement. Temporary permits are available. For further information contact the **Washington Department of Revenue 206-727-5327.**

LIABILITY / INSURANCE

A. LIABILITY INSURANCE: Concessionaire shall, at its sole cost and expense, maintain the following insurance during the period in which it participates in The Clark County Fair at the Clark County Event Center, including travel and move-in and move-out days:

- a) General Liability insurance with bodily injury and property damage coverage of not less than \$1,000,000 for each occurrence and not less than \$2,000,000 in the aggregate.
- b) Automobile liability insurance with bodily injury and property damage coverage of not less than \$1,000,000 for each accident.
- c) Worker's Compensation Insurance providing coverage for Washington statutory requirements of not less than \$500,000 for each occurrence.
- d) Additional Insured: The insurance required by this Agreement shall name FSMG, CCFA, Clark County and the members, officers, directors, agents and employees of each entity as ADDITIONAL INSURED.
- e) Parties agree that the specified coverage of limits of insurance in no way limits the liability of the Vendor.
- f) Indemnification: Vendor agrees to indemnify and hold harmless FSMG, CCFA, and Clark County, including its principles, agents, officers, employees (collectively referred to herein as FSMG) and FSMG's contractors and invitees from all claims, losses, costs, damages or expenses resulting or arising from any and all injuries to or death of any person or damage to any property caused by an act, omission or neglect of Vendor, including principles, agents, officers, employees, invitees or contractors which occur in or around the Event Center. Vendor agrees to use and occupy the Vendor booth space at Vendor's own risk, and hereby releases FSMG and FSMG's contractors and invitees from all claims for any damage, loss or injury to persons, property or profits occurring in

or about the Event Center, including, but not limited to damages, loss or injury to persons, property or profits resulting from the acts of other Vendors, theft, vandalism, fire and other casualty events or damage. Such indemnification by Vendor shall apply unless such damage or injury results from the sole negligence or willful misconduct of FSMG.

B. INSURANCE FOR PURCHASE – Concessionaire may purchase General Liability insurance through FSMG's insurance carrier. Contact the FSMG office for details.

C. GENERAL CONDITIONS

1. Concessionaire is responsible for the booth and shall not injure, mar or deface the booth or any part of the facility.
2. Any alteration to the booth must be approved by Fair Management.
3. Any electrical repair, installation or modification must be approved by Clark County Facilities Management. Please contact the Fair Administration Office well in advance prior to any planned electrical work.
4. Concessionaire shall not bring onto the Fairgrounds any material, substance, equipment or object which, in the judgment of Fair Management, is likely to endanger the life of, or to cause bodily injury to any person on the premises or which is likely to constitute a hazard to property. FSMG shall have the right to refuse to allow such material, substance, equipment or object to be brought on the Fairgrounds and the further right to require its immediate removal.
5. Concessionaire agrees to reimburse FSMG for any loss, damage or expenses, including attorney fees, incurred by FSMG due to failure to comply with this section.
6. No insurance coverage is available for activities that are caused by the negligence or recklessness of Concessionaire, or outside the scope of this agreement.
7. In the event of a power outage for any reason, insurance coverage for spoilage of inventory is the responsibility of each food concessionaire. This should be based on your estimate of the maximum amount of inventory retained in your booth on a daily basis.

EMERGENCIES AND SECURITY

A. EMERGENCY OR INCIDENT REPORTING PROCEDURES: Clark County Fair is confronted with various emergency situations and hazardous conditions during the annual event. Fair Management needs to be immediately informed of accidents and incidents that occur during the Clark County Fair. A report form in the Administration Office must be filled out by a Concessionaire that observes any of the following: injury or accident to a person or property, verbal threats, violence, theft, fire, or hazardous condition of any kind. The Fairgrounds has an emergency and security network that can respond within minutes to any incident that may occur. Concessionaires should acquaint themselves with the location of fire extinguishers, first aid and the sheriff's on-site office. Good judgment is essential in any emergency. Remember that all incident reports must be filed with the Administration Office.

B. BUILDING AND GROUNDS SECURITY: For Concessionaires located inside, buildings will be secured at closing times and locked within thirty (30) minutes after closing. There will be no admittance after this time. Buildings will be open at 9:00am daily for restocking. Only those Concessionaires or their employees are admitted into the building in which their space is located before 10:00am. These persons must have appropriate admission credentials, or they will not be allowed to enter the building.

While the CCFA provides 24-hour security, Clark County, FSMG and the CCFA assume no responsibility for material left in the booths. If you have anything in your display that could be carried away, it is suggested you take it with you when you leave each night.

VEHICLES/TRAFFIC PROCEDURES

A. TOW VEHICLES, ATVs, SERVICE CARTS, GOLF CARTS AND CARRIER REQUIREMENTS: A permit is required for use of tow vehicles, ATVs, service carts, golf carts, motorized carriers, or similar vehicles on the Fairgrounds. An application for a permit may be obtained at the Administration Office upon submission of the following:

1. Photocopy of drivers licenses of all persons operating the vehicle.
2. Proof of liability insurance coverage, in a form acceptable to the Fairgrounds Site Management Group Insurance carrier, with limits of liability not less than \$1,000,000 combined limit/bodily injury and property damage. A copy of the insurance certificate listing the vehicle will be required listing Clark County, Clark County Fair Association and Fairgrounds Site Management Group as additional insured.
3. Proper identification must be placed on the vehicle listing the company or organization operating the vehicle including all authorized operators.

4. Permit may be revoked and vehicle removed from the Fairgrounds should Fair Management conclude that the vehicle has been used improperly (i.e., excessive speed, unlicensed or unauthorized driver, reckless driving, unwanted use through crowds, etc.)

B. GENERAL PARKING: Parking for Concessionaires and their employees is available in the public Fairgrounds parking areas. There is no designated Concessionaires lot.

C. SERVICE/STOCK VEHICLES: Concessionaires with stock/service vehicles will be allowed through the Yellow gate starting at 7:00am each day and all vehicles must be off the Fairgrounds 30 minutes prior to the opening of the Fair (7:30am on opening day and 9:30am on all other days). Do not park in front of doorways or block vehicle traffic and fire lanes. Violators will be towed at their own expense, held liable for any obstruction, and risk loss of future Clark County Fair participation.

D. RV PARKING: A limited number of RV spaces with electrical and water hookups are available. RV spaces are allocated on a first-come, first-serve basis and located in designated lots only. The fees for RV parking are as follows:

No hook-ups	\$24.00 per night*
Hook-ups	\$30.00 per night*
Bunkhouse Style Trailers	\$50.00 per night*

*Above rates are subject to change. Please contact the Administration Office at (564) 397-6180 to confirm current rates.

IMPORTANT - RV spaces in the designated lots are restricted to one RV or trailer and one other vehicle (example: tow vehicle or commuter vehicle) only. Additional vehicles or supply trailers must park in designated parking areas.

E. SKATEBOARDS, ETC.: No skateboards, roller skates, roller blades, bicycles, scooters, motorcycles, Segways or similar recreational vehicles are allowed on the grounds. Golf carts and other motorized transportation may be authorized under Section #6-A Vehicles.

F. MOVE-IN/SETUP TRAFFIC: To keep move-in and setup as safe as possible, the following procedures will be adhered to at all times throughout the annual Clark County Fair:

1. Vehicles may enter the Fairgrounds during the initial setup, prior to 7:30am during the first day of the Fair and prior to 9:30am for the remaining days of the Fair. A one-way traffic system has been established to help keep the flow of traffic smooth and timely. All vehicles will be asked to follow this pattern. Designated personnel will be on site to direct the flow of traffic and ensure the one-way traffic system is adhered to.
2. Limit the vehicle time on the grounds so that other exhibitors and vendors working on setting up will not be inconvenienced. Unload, then move your vehicle. Do not leave your vehicle parked on grounds while you set up.
3. The use of hand trucks during the open hours of the Fair is an approved method to re-supply your booth.
4. Only those suppliers that are registered in the CCFA office and approved by the Fair Manager/CEO may use tow vehicles, ATVs, service carts, golf carts, motorized carriers or similar vehicles on the Fairgrounds during the Fair.
5. During set up and tear down times, all golf carts/ATVs will be required to adhere to the one-way traffic patterns indicated on the set up map and tear down map.
6. Violations of these rules will result in one and/or all of the following:
 - a. Revocation of the permit
 - b. Removal of booth and cancellation of contract
7. Any vehicle blocking fire lanes, doors or other vehicles will be towed at the owner's expense.
8. After unloading, all vehicles must be moved to the parking lots.

G. END OF FAIR MOVE OUT: During the final evening of the Clark County Fair, vehicles will not be allowed within the Fairgrounds prior to 10:00pm or later should pedestrian traffic make this necessary. A one-way traffic pattern will be enforced. You may wait until the following day to clean up your booth area. However, Clark County, FSMG and CCFA will not be held liable for any valuables left in or around your booth.

DELIVERIES & STORAGE

A. DELIVERIES: Management is not responsible for lost or stolen packages. All deliveries will be accepted at the FSMG designated receiving facility located on the north side of the Exhibition Hall.

1. **PRE-FAIR** (July 31 – August 3, 2023): When shipping products to the Fairgrounds, it is Concessionaire's responsibility to instruct the cartage company to hold delivery until specific move-in days for your space, and to provide sufficient labor and, if necessary, a forklift to unload and move goods to the appropriate location (see

Miscellaneous Info). If goods must be signed for, Concessionaire must have a representative present when delivery is made.

2. **DURING FAIR:** All deliveries on grounds must be prior to 9:00am daily (7:30am on opening day). After that time, deliveries may be made to the loading dock of the Exhibition Hall and must include Vendor's booth name and booth number. Vendors are responsible for the unloading and transportation of any items delivered. Items delivered must be transported to Vendor's booth within eight hours of delivery. If a forklift is required, this service must be ordered and paid for through the decorating company at their prevailing equipment and labor rates.

3. **C.O.D. FREIGHT:** FSMG cannot accept COD shipments and is not responsible for payment or collection from Concessionaire in regards to packages.

B. STORAGE AFTER FAIR: Storage of materials within permanent food booth structures is not allowed off-Fair without prior written approval on a space available basis (perishables and grease may not be stored in booths). In no case is the Fair or FSMG liable for items left in booths after the Fair.

BOOTH LIMITATIONS, SET-UP & RESTOCKING

The assigned booth(s) is/are to be used solely by the Concessionaire and no portion shall be sublet or assigned. Concessionaire recognizes that it is a tenant of the booth and thus should Concessionaire not enter into a lease with the FSMG for subsequent Fairs, Concessionaire shall not assign or in any way transfer the booth, but rather acknowledges that any other booth tenant must negotiate directly with FSMG.

OUTSIDE SPACES: Space sizes are outlined on each individual contract. Tents and canopies are not included in the outdoor spaces and are the responsibility of the Concessionaire to supply. Tents and canopies must be flame retardant. Plastic tarps are not acceptable backwall. Outdoor tents must be sufficiently weighted to withstand high wind gusts. One (1) power outlet is included per 10' x 10' space. Additional electrical services can be ordered directly through Hollywood Lights using the form included in this packet. Please fax directly to Hollywood Lights with payment information. We will not process payments for electrical services.

DECORATOR SERVICES - The Clark County Fair has retained the services of **Trade Show Supply House** to handle all decorating needs during the Fair including tables, chairs, booth carpet and forklift services. Please feel free to contact them at (360) 624-4498.

A. SET UP: Prior to the Clark County Fair, Concessionaire may commence set-up of concession as outlined below. For days and times to begin earlier set-up or repair, permission from Fair Management is required. Remember, all electrical work must be approved by Clark County Facilities Management. Clark County has put master locks on all food court booths. Concessionaires in the food court have access during open hours listed below. During Fair, food court concessionaires may use personal locks to secure their booths.

1. Pressure washing/steam cleaning of Food Court booths must be completed by Sunday, July 23, 2023.
2. Set-up begins Monday, July 31, 2023.
3. Monday, July 31 – Wednesday, August 2, 2023: Buildings and grounds will be open from 8:00am to 8:00pm.
4. Thursday, August 3, 2023: Building and grounds will be open from 8:00am to 10:00pm.

B. SET UP COMPLETION: Set up must be completed no later than 7:30am on Friday, August 4, 2023, the opening day of the Clark County Fair. If a Concessionaire is not completed and open for business by 8:00am on Friday, the Concessionaire will be in breach of the contract and may be subject to immediate cancellation of all rights and forfeiture of all monies paid, at the sole discretion of the Fair Management. Fair Management will not, under any circumstances, permit a Concessionaire to work on the installation of their concession during the hours the Fair is open to the public.

Unless agreed to in writing with FSMG, Concessionaire shall forfeit the booth and all paid rentals, and shall pay any rent balance owing to FSMG for failure to occupy the booth or to have its exhibit completed by the opening of the Clark County Fair at 8:00am on Friday, August 4, 2023. Concessionaire agrees FSMG's actual loss and damage for Concessionaire's default may be difficult to ascertain, that FSMG's collection and retention of this sum represents a reasonable estimation of its actual loss, and that this provision does not constitute a penalty.

C. CHILD SAFETY: Because of the potentially hazardous conditions children under the age of 12 are not allowed in food booths at any time.

D. EXPENSES AND SET UP: Concessionaires are responsible for all their own expenses incurred in connection with decoration, equipment, or occupancy of the assigned space, with the exception of one 20-amp electrical outlet provided for booths outside of the food court or as stated in the contract. FSMG will charge food court concessionaires using

propane a flat rate fee of \$225 per booth to cover the 10 days of usage during the Fair. The Concessionaire is also responsible for any expenses incurred for service people hired in connection with the concession. Any special arrangements for cleaning or services must be made with Fair Management. Concessionaires may use the dumpsters on the grounds or call the Fairgrounds Office for dumpsters (if needed and at Concessionaire's cost).

E. LAST DAY OF FAIR RELEASE: All concession materials must remain in place the entire length of the Clark County Fair. No Concessionaire is permitted to remove their display prior to 10:00pm on Sunday, August 13, 2023. Concessionaires will be allowed to remove items from their allotted space(s) after all pedestrian traffic is reduced to a safe number. Dismantling and removal of concessions may also begin at 8:00am on Monday, August 14, 2023.

Concession and all concession materials must be removed within the period set out in the appropriate contract. Concessionaires must remove all cooking oils and grease by Wednesday, August 23, 2023. Concession stands must be clean, food removed and electrical appliances unplugged by August 31, 2023.

CONCESSION HOURS OF OPERATION

A. PUBLIC HOURS - ALL CONCESSIONS: Following are the required hours of operation during which booth spaces must be manned and open to the public.

Friday, August 4	8:00am to 11:00pm
Saturday, August 5	10:00am to 11:00pm
Sunday - Thursday, August 6-10	10:00am to 10:00pm
Friday – Saturday, August 11-12	10:00am to 11:00pm
Sunday, August 13	10:00am to 10:00pm

STAFFING

A. GATE ADMISSION/PARKING FEES:

1. Concessionaires must submit a pass/parking ticket request for review and approval by Fair management. The passes granted from this request will be complimentary.
2. Concessionaires who need additional passes can purchase them at regular admission prices. Regular admission is:

Adults:	\$12.00 (Ages 13 – 61)
Youth:	\$9.00 (Ages 7 – 12)
Senior:	\$10.00 (Ages 62+)
Children under 7:	Free
3. Any attempt on the part of the Concessionaire to sell, exchange, barter or gift any privilege of admission or parking passes issued by the CCFA will be sufficient cause for cancellation of the contract and removal from the property. All passes allotted are specifically for the use of Concessionaire staff only.
4. Concessionaire passes are only available at the Vendor Office and will not be mailed.
5. Concessionaire is responsible for obtaining admission/parking passes for their employees. Individual employees will not be allowed to obtain passes from the Vendor Office.
6. Lost or stolen passes will not be replaced under any circumstances.

B. STAFFING YOUR BOOTH - During the official open hours of each day of the Fair, all booth spaces must be open to the public and supervised by a competent attendant at all times. No one is allowed to stay overnight in a booth. If any Vendor fails or refuses to abide by these rules, FSMG reserves the right to terminate the contract and to take possession of the exhibit. In the event of a breach of contract, FSMG will not return advance payments to the Vendor and may seek other remedies.

In addition to the other actions described above, Vendors who do not follow these staffing guidelines may not be invited to participate in the 2024 Fair.

C. VENDOR OFFICE INFORMATION – The Vendor Office will be open on the following dates and times for your convenience:

July 10 – July 28, 2023	Mondays:	9:00am – 5:00pm
	Tuesday-Friday:	10:00am – 2:00pm
July 31		9:00am – 5:00pm
August 1 – 2		9:00am – 7:00pm

August 3	9:00am – 9:00pm	
August 4	8:00am – 7:00pm	(opening day)
August 5 – 13, 2023	9:00am – 7:00pm	(duration of fair)

D. WILL-CALL PROCEDURES - The Vendor Office does not maintain an admission pass “will-call” service for the general public. However, the South Public Entrance (Orange Gate) will allow Concessionaires to leave “Will-call” passes. To use this service, Concessionaires must leave passes in a sealed envelope with the following information listed on the outside of the envelope:

1. Concessionaire name (as listed on contract)
2. Employee’s name
3. Date of use

Any envelopes left at the end of the day will be returned to the Vendor Office.

BOOTH OPERATION REQUIREMENTS

FSMG reserves the right to restrict or remove Concessionaire and Concession from the Fairgrounds without refund if any representations made by Concessionaire in this manual and agreement are false or if Concessionaire’s exhibit is deemed, by CCFA, unsuitable or objectionable. This restriction applies to, but is not limited to, noise (i.e. public address systems), objectionable conduct, distribution and/or display of offensive matter.

Management reserves the right to determine what is offensive material and contrary to the family oriented nature of this event.

Any Concessionaire drawing a large crowd of people must ensure that the crowd does not block aisles and interfere with the normal flow of traffic.

A. USE OF CLARK COUNTY FAIR ARTWORK/LOGO: Original artwork and/or logo designs created for the Clark County Fair are developed for use in advertising and promotions of the annual Fair. Use of the Fair’s logo, annual theme or thumbed artwork produced by the Fair’s Marketing Department must be approved in writing by Fair Management. Use of the artwork without prior approval will result in a licensing fee assessment payable to FSMG.

B. REFUNDS AND SALES AGREEMENTS: Concessionaire must post its policy regarding refunds on merchandise within the assigned booth space so that it is visible to patrons. Additional refund information, which may include a telephone number and address for patrons to contact must be available upon request.

C. SOUND DEVICES: No sound device (such as microphones, speakers) shall be allowed unless they are an integral part of the items on sale or display. Concessionaires desiring to use public address systems or other sound making devices must obtain advance written approval by Fair Management. Approval may be revoked at any time if the noise level is objectionable in the judgment of Fair Management.

The volume of any sound device or vocal pitch sales must not interfere with the activities and sales of other Concessionaires.

D. BOOTH ETIQUETTE: The calling of people from the aisles or from other booths is strictly prohibited.

E. DRAWINGS/RAFFLES: All drawings and raffles must be approved in advance by Fair Management. Applications to conduct drawings must be submitted to the Fairgrounds Office at least 14 days before opening day.

Drawings/raffles must be approved in advance by Fair management and conducted within the assigned space. In addition to any conditions imposed by Fair Management, drawings must comply with the following:

1. Patron’s ticket stubs must have printed thereon the name, address and phone number of the Vendor conducting the drawing/raffle and a list of prizes indicating the value of each.
2. All Fair patrons are eligible to participate in the drawing/raffle. Employees and their families of the Vendor are not eligible to participate in the drawing.
3. No purchase may be required to receive a prize.
4. All drawings must be completed by 5:00pm on the last day of the Fair.
5. Fair Management must receive the name, address and telephone number of all winners and a description of their prizes within one week after the Fair.
6. Prizes may not be exclusively discounts on the purchase of particular products or services.
7. All drawings must comply with all applicable laws, including but not limited to, Chapter 9.46 RCW.

F. GIVEAWAYS: Giveaways and giveaway items (pens, key chains, pencils, etc.) must be approved in advance by Fair Management. Applications to conduct giveaways must be submitted to the Administration Office at least 14 days before opening day. Helium balloons and sticky-backed giveaway items are strictly prohibited.

Concessionaire shall not engage in any raffle, chance drawing, lottery or other game of chance without the prior written consent of CCFA and in compliance with all applicable laws and regulations.

COCA-COLA BEVERAGE AND ADVERTISING EXCLUSIVITY POLICY

Vendors/Concessionaires must purchase from Swire Coca-Cola all fountain, bottled, and canned beverage products, including without limitation, carbonated and non-carbonated beverages, soft drinks, mineral waters, water, flavored water, juices, sports drinks, energy drinks, protein drinks, iced teas, iced coffees and similar products, all cups and lids in which beverages are sold, and all CO₂ (tank and bulk where Swire Coca-Cola offers bulk CO₂). This does not include unflavored dairy products and water from the public water supply.

Lemonade for sale must be made from fresh squeezed lemons only. Powdered mixes and concentrates are not allowed. Iced Tea must be fresh brewed from tea leaves or bags. No powdered mixes are allowed.

Vendors/Concessionaires will advertise and sell only products distributed by Swire Coca-Cola USA. No other corporate name or logo may be displayed in the booth space, including signage, cups, coolers, dispensers, etc.

ADVERTISING MATERIALS AND SIGNS

The aisles, passageways and overhead space remain under the control of the CCFA and no signs, decorations, banners, advertising or exhibits will be permitted in those areas, except upon prior written permission of CCFA.

Signs may not extend into the aisles, and must be confined to the booth area. Distribution of brochures or promotional materials may be handed out from the assigned space only.

A. INDOOR SIGNS:

Signs are subject to the following conditions for indoor concessions within commercial space area:

1. Signs may not exceed a height of 36" above the top of the concession stand unless approved in writing by Fair Management. Signs must be single-sided only.
2. Width of sign or the combined widths of all signs may not exceed the total front width of the concession stand.
3. Signs may not extend beyond the front of the concession stand.
4. Signs attached to roofs must be attached under the supervision of Fairgrounds Staff.
5. Flush mounted signs may not exceed 36" in height unless otherwise approved by Fair Management.
6. Fair Management may demand and effect the removal of any advertising matter, which in its discretion, it considers objectionable or not in the best interest of the Fair.

B. HANDMADE SIGNS: All concession signs must be of professional quality as determined by Fair Management.

C. PRICE SIGNS: Price signs must be legible and visible to all Fairgoers at the booth. Price signs must include all items on the menu. Price signs should indicate whether or not sales tax is included in the price.

Food concessionaires are required to submit a list of menu items with their application by May 1st for Fair Management approval. Although CCFA nor FSMG do not set prices, the menu should include prices to be charged for each item. The Fair Management will notify each concessionaire of the menu items which have been approved for sale. If you wish to make changes to the menus or prices after the Clark County Fair has sent approval, you must submit the request in writing identifying the reasons for the change for Fair Management approval. Once the Fair has started, prices cannot be changed without approval from Fair management.

CASH REGISTERS/POS SYSTEMS

This section is directed at all individuals who are paying FSMG on a percentage basis.

Material covered in this section is subject to change. Any changes will be mailed to all Concessionaires by certified mail prior to July 1, 2023.

CASH REGISTER/POS SYSTEM SPECIFICATIONS – All cash registers/POS systems must be inspected and certified by the Concessions Auditor or Vendor Manager prior to the first sale. Concessionaire must be able to provide the Concessions Auditor or Vendor Manager with the make and model of each cash register or POS system in use.

Concessionaires are required to keep an operating manual or have access to an electronic copy of the operating manual for each cash register/POS system in the booth in which that cash register/POS system is being used and available to the Concessions Auditor or Vendor Manager at all times during the run of the Clark County Fair. All cash registers/POS systems must have an identifying number (the serial number will be used for this purpose).

Each Concessionaire is required to have an ample supply of cash register/POS system supplies on hand at all times.

Concessionaires are not permitted to work from an open cash drawer, money apron, or cash box. Each item sold must be rung in the cash register/POS system, including those for which cash is not received – i.e. Fair-issued meal vouchers.

A. Percentage based Vendors are **REQUIRED** to use cash registers/POS Systems that meet the following specifications:

1. Cash registers/POS systems must have non-adjustable grand total.
2. Cash registers must have the non-resettable “Z” counter.
3. Cash registers must have the ability to take daily “X” readings that will not alter the running “Z” totals. POS systems must have the ability to create electronic reports showing the total daily sales.
4. Cash registers must have detail journal tape at all times.
5. Cash registers must have two-way displays and both the register and display must be placed in plain view of the customers at all times. POS Systems must either have a two-way display or must be capable of swiveling to face the customer. Fair Management or auditors reserves the right to request change of cash register/POS system location.
6. Cash registers/POS systems shall print the date and time of each transaction and have consecutive transaction numbers on the detail tape and be accurately set.
7. Cash registers/POS systems must have battery back-up with memory and surge protection in operation.
8. **Cash registers/POS systems must be able to provide the customer with a printed receipt upon request.**
9. All non-sales must have a written explanation noted on register tape.

Recommended, but not required:

11. Preset key/plu's
12. Waterproof keyboard layouts
13. Department keys
14. Cashier identification
15. Compulsory closed door mechanism
16. High amount lockout
17. Customer change computation
18. Error correction and refund/void keys should be separate on both keyboard and financial report

Concessionaires are not permitted to work from an open cash drawer, money apron, or cash box. Each item sold must be rung in the cash register, including those for which cash is not received – i.e. Fair-issued meal vouchers.

Concessionaires are required to keep an operating manual for each cash register in the booth in which that cash register is being used and available to the CCFA Concessions Auditor at all times during the run of the Clark County Fair. All cash registers must have an identifying number (the serial number will be used for this purpose).

Each Concessionaire is required to have an ample supply of cash register supplies on hand at all times.

B. OVER RINGS - Please keep these to a minimum. If possible, pre-program your registers with menu pricing on keys and not allow for individual ringups of sales. Do not deduct over ring from cash register. Circle, date and initial the over

ring on the tape. All over ring amounts must be recorded on the over ring form. The over ring forms must have location, date, register number and managers approval marked on slip to be acceptable. Over ring slips will not be accepted unless they are attached to the journal or detail tape showing the same information. FSMG will not honor any over ring that is not circled on the tape, initialed by the supervisor and reported on the appropriate forms.

C. REGISTER RENTAL/REPAIR - All cash registers/POS Systems must be in good working order. Concessionaires will be responsible to select and contract whatever company they wish for cash register/POS system rentals, repairs and for providing the necessary gate and parking passes to the rental company. Before using a replacement register, you must notify the Concessions Auditor and have the replacement register approved by the Concessions Auditor. Any register leaving the Fairgrounds to have maintenance work done that could alter totals, must be checked out by the Concessions Auditor.

D. CASH REGISTER TAPES - The CCFA has the right to keep any and all tapes for a maximum of 60 days.

E. DAILY REPORTING

1. CCFA will provide reporting forms. Forms will be available in the Concession Auditors Office.
2. Concessionaires must turn in the original daily reporting form along with your daily cash register tapes/POS reports. **The daily reports and tapes from all registers/POS systems and over ring forms are to be turned into the Fair Concessions Office the following day by 9:00am.** After the first time reports are late, the Fair may subject the vendor to a late report penalty.
3. Concessionaires are required to schedule appointments with the Concessions Auditor. All Concessionaires shall make their final payment at their scheduled appointment time on Sunday night, August 13, 2023. Concessionaires who are late for their settlement appointment may be subject to a late penalty charge.
4. FSMG requires the final payment to be paid by either check or money order; Cash payments will not be accepted.

FOOD VOUCHERS

Rules pertaining to vouchers:

- Concessionaires must accept vouchers and enter it on their Cash Register/Point-of-Sale.
 - Concessionaires shall not give change for remaining dollar amount on vouchers.
 - Multiple vouchers may be used on the same transaction.
 - Concessionaires will be reimbursed for the receipt amount or the voucher amount, whichever is less.
1. **Every voucher must have an order receipt stapled together and turned in with Daily Sales Reports. Turn in vouchers to Ticket Booth 2.**
 2. **Vouchers not turned in by the time Daily Sales Reports are due will not be eligible for the voucher refund. Concessionaires who are late must speak directly with the Food Vendor Auditor (this does not guarantee acceptance of late vouchers).**
 3. **Vouchers without stapled receipts will not be accepted.**
 4. **Voucher reimbursement will be shown on Concessionaires' Daily Commission Report.**
 5. **Vouchers will be in the amount \$5.00**

FOOD CONCESSIONAIRE VIOLATION NOTICES

Clark County Fair Management will use Violation Notices to inform Concessionaires of occurrences that are not in accordance with the Rules and Regulations established in the Concessions Manual issued to all Concessionaires.

It is Fair Management's philosophy that the use of written notification given to the offending Concessionaire in a timely manner offers the following benefits:

- Provides the Concessionaire the opportunity to take corrective measures.
- Defines the offense in exact terms instead of the vagueness that sometimes accompanies verbal descriptions.
- Provides the opportunity for verbal dialogue with management regarding reasonable corrections.
- Enhances the long-term relationship between Fair Management and the Concessionaire.

Violations are divided into three levels depending on the seriousness/repetitiveness of the particular offense. While it is virtually impossible to anticipate and list all potential infractions, an effort is made here to cite examples of the various

levels in order to provide an understanding of the concept for the Concessionaire. Severe violations may cause finding of Level III or termination of contract.

LEVEL I

Examples of infractions that may cause an issuance of a Level I Violation Notice include:

- Failure to turn in daily report forms to the Concessions Office by the time requested.
- Failure to follow the outlined procedure for reporting cash register over rings.
- Improper position of cash register/POS system.
- Improper cash register/POS System.

LEVEL II

Examples of infractions that may cause an issuance of a Level II Violation Notice include:

- Repeated Level I violation.
- Use of a cash register/POS system without having it registered with the Concessions Audit Supervisor.
- Relocation of a cash register/POS System without prior notification to the Concessions Audit Supervisor (Multiple locations).
- Loss of data in the cash register/POS System due to actions of the Concessionaire (i.e. failing to have adequate battery back-up to safeguard against AC power loss).
- Improper conduct of Concessionaire's staff.

LEVEL III

Examples of infractions that may cause an issuance of a Level III Violation Notice include:

- Repeated Level II violation.
- Failure to enter sales accurately into cash register/POS system.

NOTE: It is important to note, as stated previously, that the above examples are given to assist Concessionaires in understanding Fair Management's philosophy and views of the types of offenses that create the issuance of a Violation Notice. In no instance are the examples listed above to be interpreted as the complete list, nor are they intended to be rigid in their enforcement. It is Fair Management's opinion that, due to the many variables and contributing factors, each instance must be decided independently based on the facts available.

HEALTH DEPARTMENT REQUIREMENTS

Fair Management requires all Concessionaires that are handling food in any manner to contact the Clark County Health Department for all rules and regulations. Listed below are key items that all Concessionaires must be aware of and in no way should be construed as the complete listing of all Health District rules and regulations.

Clark County Health Department - (564) 397-8000 ask for Food Safety Specialist.

Temporary Food Event/Health Permits are required to operate a food booth at the Fair. Applications may be submitted online a minimum of 21 days prior to Fair. Follow the website link below for step-by-step guidance:
<https://www.clark.wa.gov/public-health/food-service-temporary-event>

Food Worker testing must be completed prior to the Clark County Fair dates. Testing for Food Workers is offered online at foodworkercard.wa.gov. Testing is also available at the Clark County Public Health Office by appointment on Tuesdays and Thursdays, 8:30am – 12:00pm. For more information, see the Clark County Public Health website at <https://clark.wa.gov/public-health/food-worker-testing>.

A. REQUIREMENTS TO OPERATE A TEMPORARY FOOD SERVICE FACILITY

1. Liquid waste must not be dumped into streets, storm drains, or onto the ground. Use containers to collect the dirty water and discard in a sanitary manner (such as specially marked sewer drain areas or mop sinks. (Not in flower beds or grass.) A representative of the Clark County Fair will orient you as to location of mop sinks.
2. Water supply hoses (any hose that is used for drinking or cooking water) must be of NSF or food grade plastic.

B. FOOD CONCESSIONS

Fair Management has requested the Health Department's strict application and enforcement of these rules and other health regulations in order to avoid incidents involving food hazards. Cooperation by Concessionaires is required.

C. FOOD GIVEAWAYS AND DEMONSTRATIONS

The Clark County Health Department will inspect hand washing facilities of all concessions conducting demonstrations or food sampling from their booths. All samples of food products for giveaways must be approved in advance by Fair Management. Upon approval, Concessionaires are allowed to give food samples only within the premises of the assigned booth space and must obtain approval and permits from the Health Department in respect to food handling, food storage, etc. Fair Management requires that food sampling be listed on their insurance policy. Hand washing and wiping cloths are required, as well as valid Washington State food cards.

FIRE AND SAFETY REQUIREMENTS

Fair Management requires all Concessionaires to comply with all rules and regulations of the Clark County Fire Marshal's Office. Below are listed items that need to be stressed to all Concessionaires and in no way should be construed as the complete listing of the Clark County Fire Marshal's rules and regulations.

Clark County Fire Marshal's Office – (564) 397-2186

Any Concessionaire that fails to comply with requirements of the International Fire Code or this section will be subject to immediate closure.

Fire Marshal Restrictions: Any decorative materials used in your booth must be flame retardant, including but not limited to tents/canopies, linens, hanging fabrics & netting. Please see the attached form for Fire Marshal restrictions in the exhibition hall. Any decorative materials used in your booth must be flame retardant, and the form provided must be completed and at your booth all hours of the show.

PERMITS - A separate permit from the Clark County Fire Marshal's Office is required for open flame devices and to erect or operate a tent having an area in excess of 200 square feet or a canopy having an area in excess of 400 square feet.

A. DISPLAY BOOTH DRAPES, CURTAINS AND DECORATIVE MATERIALS - All decorative materials, either natural or artificial, straw, leaves, dry vines or any other highly flammable material shall not be used unless it is made flame retardant. Proof of such flame retardant treatment shall be made available upon request. Electrical bulbs may not be decorated with paper or other combustible materials.

B. FIRE LANES, FIRE HYDRANTS AND FIRE EXTINGUISHERS - Fire lanes shall be kept clear at all times. A 6 foot clear radius shall be maintained around all fire hydrants so that they may be made available at all times. Clearance shall be maintained around fire extinguishers so that they are readily available at all times.

C. HEATING, COOKING EQUIPMENT AND WOOD BURNING STOVES – Display units shall be located and installed in accordance with applicable sections of the Uniform Mechanical Code and installation shall be approved by the Clark County Building Department and Fire Marshal's Office. LPG Fuel tanks for the above installations shall be limited to 1.5 gallons of capacity and such fuel tanks shall be separated by more than 20 ft. or located outside of the building.

Commercial cooking equipment that produces grease-laden vapors shall be equipped with an approved ventilating hood and duct system. Such equipment shall be protected by an approved UL 300 fixed fire protection system. Existing non-UL 300 compliant fire suppression systems may be approved provided that deep fat fryers protected by such systems are not using vegetable oils as a cooking media and the deep fryer appliance is not rated as high efficiency. Fire extinguishing systems are required to be serviced on a semi-annual basis.

D. DOORS AND EXITS - Doors to all buildings on the Fairgrounds are under the control of Fair Management and may not be operated by Concessionaires. Exits must be kept completely clear at all times.

E. TENTS AND CANOPIES –Tents in excess of 200 square feet and canopies in excess of 400 square feet shall meet the following requirements:

- Shall be of fire retardant material or made fire retardant in an approved manner
- Smoking shall not be allowed
- Heating and cooking equipment shall not be located within 10 feet of an exit
- Fuel burning equipment shall be vented to the outside air by means of a vent which is at least 12 inches from all portions of the tent
- Shall be separated from property lines, buildings, other tents or structures by at least 20 feet

F. CONCESSION STANDS - Concession stands used for cooking shall have a minimum of 10 feet of clearance on two sides and shall not be located within 10 feet of amusement rides or devices.

A 40-B: C rated fire extinguisher shall be provided where deep fat fryers are used. Where high efficiency deep fryers using vegetable oil as a cooking media are used a "K" class fire extinguisher shall be provided.

ELECTRICAL

Fair Management requires that all Concessionaires be in compliance with the Washington State Department of Labor and Industries electrical guidelines. Contact Labor and Industries for questions regarding electrical permits, inspections or other electrical requirements. **Washington State Labor and Industries, electrical section – (564) 896-2300.**

One electrical outlet (110/120v, 20amp) service is available for each booth. Requests for additional electrical should be directed to Hollywood Lights a minimum of 3 weeks prior to the Fair. All modifications and any additional electrical service will be at Concessionaire's expense.

A. ELECTRICAL & PLUMBING - Any special requirements for electrical or plumbing needs must be approved by Fair Management. Installation of additional electrical power must be done by a Clark County Facilities Management approved contractor, at the expense of the Concessionaire. All plugs must be grounded and UL approved.

B. ELECTRICAL APPLIANCES - All electrical appliances must be UL approved - not just the parts, but the complete products. Concessionaires must have GROUNDED EXTENSION AND APPLIANCE CORDS. This will help prevent electrical shocks. See, Fire and Safety Requirements.

Electrical appliances such as kettles, coffee pots, space heaters, air conditioners, microwave ovens or hot plates which draw more than 200 watts and which are intended for the personal convenience of Concessionaires are not allowed without written consent of the Fair Management (costly power failures can result from overloading of electrical circuits).

C. EXTENSION CORDS - IFC Section 605

1. PROHIBITED USE. Extension cords shall not be used as a substitute for permanent wiring.
2. USE WITH PORTABLE APPLIANCE. Extension cords are permitted only with portable appliances or fixtures, while in immediate use, in accordance with the following:
 - a) Each extension cord shall be plugged directly into an approved receptacle and shall, except for approved extension cords, serve only one appliance or fixture.
 - b) The current capacity of the cord shall not be less than rated capacity of the appliance or fixture.
 - c) The extension cord must be maintained in good condition without splices, deterioration or damage.
 - d) The extension cord must be of the grounded type.
 - e) INSTALLATION - Extension cords and flexible cords shall not be affixed to structures, extended through walls, ceilings, floors, under doors or floor coverings, not be subject to environmental damage or physical impact. IFC Section 605.
 - f) MULTI-PLUG ADAPTERS, such as multi-plug extension cords, cube adapters, strip plugs and other devices that do not comply with the Uniform Fire Code or the Electrical Code are prohibited and shall not be used. IFC Section 605.4.
 - g) Extension cords must not cross aisles.

ENFORCEMENT - Users of the Clark County Fair property shall comply with all County Code requirements. Any Concessionaire that fails to comply with the above shall be subject to immediate closure in accordance with the following: The Fire Marshal may order any operation or use stopped, or the evacuation of any premises, building, or vehicle, or portion thereof, which has or is a fire hazard. IFC Section 605. State Dept. of Labor and Industries may also take corrective action.

MISCELLANEOUS

A. ANIMALS - No dogs or other pets are allowed on the Fairgrounds except those entered into exhibit competitions or service dogs (example: dogs that have been trained to perform a specific task such as assist the blind or hearing-impaired).

B. ALCOHOLIC BEVERAGES/CANNIBAS/ILLEGAL SUBSTANCES - Concessionaire, its employees, agents and guests shall not consume any alcoholic beverages or cannibas, nor use illegal substances at the Facility (including the parking lot). Violation of this section will be grounds for immediate termination of this Agreement (including forfeiture of all rental paid and owing). Additionally, those persons violating this policy will be asked to immediately leave the Fairgrounds.

C. PHOTOS/VIDEO TAPING - CCFA reserves the right to photograph and video tape any concession and products while Concessionaire is participating at the Clark County Fair. All such photographic and video material shall become the sole ownership and contain all rights to use of the Clark County Fair and Concessionaire hereby waives any rights of use, royalty, or other intellectual property rights related to the media or its future use by CCFA or FSMG.

D. NO SMOKING/VAPING - Smoking is strictly prohibited in all buildings including the livestock barn areas, inside any food concession spaces and grandstand areas or within 25 ft. of a doorway, window capable of opening, or ventilation system air intake. For the convenience of vendors and Fair guests, ashtrays are provided outside of buildings in designated smoking areas.

E. ADDRESS AND TELEPHONE NUMBER CHANGES - Concessionaires must immediately notify FSMG of any address or telephone number changes. Fair Management will not be responsible for loss of any correspondence or contracts due to non-notification.

F. RUNNING OF ENGINES - Oil or gasoline engines shall not be operated within any of the Facility buildings unless prior written consent is obtained from CCFA. If consent is obtained, equipment shall have a drip pan and/or protective material under to safeguard the floor from dirt, oil stains, etc.

G. LANDSCAPED AREAS - All landscaped areas shall have a barrier under them to safeguard the floor and/or walls.

H. RETURNED CHECKS - A \$25 fee will be charged on all checks returned by the Bank/County. Concessionaire shall then be required to pay all fees and applicable charges in cash or cashier's check. Any Concessionaire whose check is returned risks cancellation of contract.

I. TIP JARS/DONATIONS - There will be no placing of "tip" jars on any stand or the soliciting of "tips" anywhere on the grounds. Soliciting donations is prohibited on the Fairgrounds. This does not preclude tips accepted as a programmed part of a Point of Sale system if there is also a no-tip option. FSMG will provide "Tips" signage that notifies customers that tips are appreciated and accepted. **Concessionaires in violation of tip jars being visible to customers and on countertops will be given an infraction notice and charged a \$50 fine. If fined, concessionaire must pay the fine 24 hours from the time the infraction took place to the Food Vendor Auditor or will be subject to further fines.**

J. EMPLOYEE DISCOUNTS - Concessionaires are not allowed to offer free or discounted merchandise or food to employees and directors of the Clark County Fair or FSMG. Concessionaires are encouraged to notify the Fair Management if they are approached by anyone asking for free or discounted merchandise or food.

K. TELEPHONE/INTERNET SERVICE – FSMG offers password protected WiFi service for concessionaires.

L. FORKLIFT SERVICES - Trade Show Supply House, Inc. provides forklift services to Concessionaires at an hourly rate. Contact them on grounds or prior to the event for additional information at (360) 624-4498.

M. RELEASE / DISCLOSURE - Concessionaire irrevocably consents to and authorizes FSMG the use by FSMG, CCFA or anyone authorized by CCFA of my name, likeness, voice, picture, video, business address, business telephone and electronic address for any business purpose. CCFA does not release this information for profit or sale. We further disclose that all requests for vendor information are screened by CCFA staff for accuracy and privacy purposes.

N. LOCAL SALES TAX RATE - The sales tax rate for transactions at the Clark County Fairgrounds is .085 (8.5%).

<p><u>WASHINGTON STATE DEPARTMENT OF REVENUE</u> - All concessionaires must have an open tax registration (UBI) number with the Washington Department of Revenue. Concessionaires are required to provide their UBI number to the FSMG as part of their contractual agreement. Temporary permits are available free of charge. For further information contact: Washington Department of Revenue (800) 647-7706</p>

O. CONFLICT OF INTEREST – Concessionaire certifies that no employees or officials of Clark County, FSMG or CCFA have any known interest, financial or otherwise in the Concession.

P. EQUAL OPPORTUNITY – No person shall, on the grounds of race, color, religion, sex, disability, national origin, age, sexual orientation, marital status, political affiliation or belief, be denied employment or benefits, or be discriminated against as a consumer, administrator or staff person under any program or activity receiving funds under this Contract.

In compliance with Department of Labor Regulations implementing Section 504 of the Rehabilitation Act of 1973, as amended, no qualified disabled individual shall be discriminated against in admission or access to any program or activity.

Concessionaire agrees to provide equal opportunity in the administration of the contract and its subcontracts or other agreements.

Q. ALTERATIONS TO CONTRACT – No alterations of conditions of the terms of the Contract shall be valid unless made in writing and signed by the parties hereto and no oral understanding or agreements not incorporated herein and no alteration or variation of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties.

R. SEVERABILITY – If any provision of this Contract is declared void or unenforceable, such provision will be deemed severed from this Contract, which shall otherwise remain in full force and effect, provided that this Contract must be construed to give effect to the Parties' intent.

S. CAPTIONS – Captions and paragraph heading used herein are for convenience only and are not a part of this Contract and do not limit or alter any provisions hereof and are not relevant in construing this Contract.

T. MOVE OUT AFTER FAIR – All grease and cooking oils must be removed from vendor booths and put into the grease vats located at the Maintenance Building by August 25, 2023. All booths must be cleaned and perishables removed by August 31, 2023. The power will be disconnected on August 31, 2023.

-----End of Concessions Manual-----