



Food Concession Manual

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2020 Food Concession Manual

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PURPOSE AND SCOPE

The purpose of this concession manual is to provide a clear understanding of the rules, policies and procedures regarding Vendor operations during the annual Benton Franklin Fair and Rodeo.

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

The Benton Franklin Fair 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 Benton Franklin Fair requires that all contracts for use of the Fairgrounds be written between the concessionaire and the Benton Franklin Fair. The Benton Franklin Fair Association sets policy and procedures for 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 the assigned space is kept clean with no accumulation of trash, paper, or other combustible material.

TERMINATION: Concessionaires are to maintain exemplary business practices at all times. For consumer protection, the Benton Franklin Fair reserves the right to terminate this agreement at any time for reasons of perceived or realized impropriety or, in the Benton Franklin Fair's sole opinion, dubious business practices by Concessionaires.

The Benton Franklin Fair retains the right to enforce any or all provisions of this agreement, including possible termination of the agreement if Concessionaires breaches the terms of the agreement.

LICENSE AGREEMENTS (CONTRACTS)

CONTRACTS: Every Concessionaire must have a written and signed contract with the Benton Franklin Fair authorizing the Concessionaire's activities. The Benton Franklin Fair reserves the right to cancel all contracts of any kind should an Act of Providence such as war, riot, fire, flood, storm or pestilence prevent the holding of the Fair in whole or part. 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 picking up Welcome packet and tickets.

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

CANCELLATION OF CONTRACT: If this contract is canceled by Concessionaire for any reason, any monies paid to the Benton Franklin Fair by Concession shall be forfeited.

*Before May 1	100% of contract amount
*After May 1 before July 1	50% of contract amount

The forfeited funds constitute liquidated damages for the direct and indirect costs incurred by the Benton Franklin Fair in organizing, setting up and providing a booth for Concessionaire and expenses caused by Concessionaires' withdrawal, including re-letting the space.

Concessionaire agrees the Benton Franklin Fair's actual loss and damages for Concessionaire's default may be difficult to ascertain, that the Benton Franklin Fair's collection and retention of this sum represents a reasonable estimation of its actual loss, and that this provision does not constitute a penalty.

DELAY OR CANCELLATION OF FAIR: The Benton Franklin Fair shall not be liable for any damage or expense incurred by the Concessionaire in the event the fair is delayed, interrupted or canceled. If the Fair is canceled for any reason, the Benton Franklin Fair may retain as much of the rental paid by vendor as is necessary to cover expenses incurred by the Benton Franklin Fair.

INDEMNIFICATION: Concessionaire shall indemnify and hold harmless the Benton Franklin Fair, Benton County, 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 Liability/Insurance.

SECURITY OF RENTAL: Concessionaire hereby grants the Benton Franklin Fair 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, the Benton Franklin Fair 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 contract. The Benton Franklin Fair shall not be responsible for the deterioration or spoilage of any such property. The Benton Franklin Fair shall have the right to dispose of the security in a commercially-reasonable manner. Any sale proceeds shall be retained by the Benton Franklin Fair 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 fair. Any excess proceeds shall be disbursed to Concessionaire.

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

VENUE: Any action brought to enforce this contract shall be filed in Benton County, Washington.

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

ASSIGNMENT: The Benton Franklin Fair may sell, assign or transfer any or all its rights, benefits, privileges, obligations, or duties under this contract without prior notification to Concessionaire. Concessionaire may not sell or sublet it's assigned space under the terms of this agreement with the Benton Franklin Fair.

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 as permitted. Ordinary wear and tear, damage by the elements, acts of nature or casualties beyond the control of the Concessionaire are an exception to this rule. The Concessionaire agrees to pay the costs of repair and replacement from any and all damages of whatever origin or nature, which may have occurred during the term of this agreement, by the Vendor for restoring the premises to a condition equal to that which existed at the time the participant took possession.

UNAUTHORIZED PRODUCTS: If a Concessionaire substitutes or adds any food items, prizes, giveaways, products, or services that have not been approved by the Benton Franklin Fair and/or deletes any such items approved by the Benton Franklin Fair, it is a material breach of contract and the Benton Franklin Fair 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 the Benton Franklin Fair.

The following statute will apply to all exhibitors at the fair: RWC 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 a sling shot, sand club, or metal knuckles, or spring blade knife, or any knife or blade of which is automatically released by a spring mechanism or other mechanical device, or any knife having a blade which opens, or falls, or is ejected into a position by the force or gravity, or by an outward, downward, or centrifugal thrust or movement; (2) Furtively carries with intent to conceal any dagger, pistol, or other dangerous weapons (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.

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 advanced approval. (Example: Pepsi, Maytag, etc.)

UNLAWFUL BUSINESS PRACTICES: The Benton Franklin Fair 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 the Benton Franklin Fair directs.

SOLICITATIONS & ADVERTISING: Soliciting by Concessionaires is positively prohibited, except as authorized in advance in a written contract. All solicitations for sales, charitable contributions, or other purposes must be made from within the confines of an assigned booth or display area. All raffles and drawing prizes must be given away during the course of the fair and the winner must be recorded in the Fair Office before the Fair ends.

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.

WASHINGTON STATE DEPARTMENT OF REVENUE: All Concessionaires must have an open tax registration number with the Washington Department of revenue. Vendors are required to provide their **UBI** number to the Benton Franklin Fair as part of their contractual agreement. Temporary permits are available. Please contact the **Department of Revenue at (800) 647-7706.**

PAYMENT: Payment due for booth fees, and insurance is to be made online. Additional tickets, etc. made after Aug. 1, will be accepted in the form of cash, cashier or bank check, money order, credit card (Visa and Mastercard) only.

No checks will be accepted after Aug. 1.

CONCESSION HOURS OF OPERATION

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

Tuesday, August 25:	10:00 a.m. - 11:00 p.m.
Wednesday, August 26:	10:00 a.m. - 11:00 p.m.
Thursday, August 27:	10:00 a.m. - 11:00 p.m.
Friday, August 28:	10:00 a.m. - 11:00 p.m.
Saturday, August 29:	10:00 a.m. – Midnight

BOOTH LIMITATIONS, SET-UP & RESTOCKING

BOOTH LIMITATIONS: The booth is to be used solely by the Concessionaire and no portion shall be sublet or assigned without prior written permission by the Benton Franklin Fair. Concessionaire recognizes that it is a tenant of the booth and thus should Concessionaire not enter into a lease with the Benton Franklin Fair 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 the Benton Franklin Fair.

SET-UP & RESTOCKING: Prior to Fair, Concessionaire may commence installation of exhibits starting Sat., Aug. 22, Grounds are open from 8 a.m. - 8 p.m. Concessionaires who want to set-up prior to Aug. 22 must have approval prior to setting up.

RESTOCKING HOURS: NO later than 8:30 a.m. Aug. 25-29. If the need to restock items during fair hours arises, please use the West Gate (gate subject to change). A shuttle will be available.

SET-UP COMPLETION: Set-up must be completed no later than 9 a.m. Tue., Aug. 25. the opening day of fair. If a Concessionaire is not completely set-up by 9 a.m. the Concessionaire will be in breach of this 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 the concession during the hours the Fair is open to the Public.

Unless agreed to in writing with the Benton Franklin Fair, Concessionaire shall forfeit the booth and all paid rentals, and shall pay any rend balance owing to the Benton Franklin Fair, for failure to have its exhibit completed by the opening of the fair at 10 a.m. Tue., Aug. 25. Concessionaire agrees the Benton Franklin Fair is actual loss and damage for Concessionaires default may be difficult to ascertain, that Benton Franklin Fair

collection and retention of this sum represents a reasonable estimation of its actual loss, and that this provision does not constitute a penalty.

CHILD SAFETY: Because of the potentially hazardous conditions during set-up and tear-down, the Benton Franklin Fair recommends that Concessionaires do not allow children under the age of 12 to accompany them during these times.

EXPENSES & SET-UP: Concessionaires are responsible for all its own expenses incurred in connection with decoration, equipment, or occupancy of the assigned space. 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.

LAST DAY OF FAIR RELEASE: All Concessionaire materials must remain in place the entire length of the fair. NO CONCESSIONAIRE IS PERMITTED TO REMOVE ITS DISPLAY PRIOR TO 1 a.m. or before the crowds have cleared Sun., August 30. **Concessionaires will be allowed to remove items from their allotted space(s) after all pedestrian traffic is reduced to a safe number.** All Concessionaire materials must be removed by 5 p.m. Sun., August 30 unless prior arrangements have been made with the Fair Office.

BOOTH OPERATIONS REQUIREMENTS

The Benton Franklin Fair reserves the right to restrict or remove Concessionaire and its exhibit from the fairgrounds without refund if any representations made by Concessionaires in this manual and agreement are false or if Concessionaire's exhibit is deemed, by the Benton Franklin Fair, of unsuitable or objectionable conduct, distribution and/or display of offensive matter.

Any Concessionaire drawing a large crowd of people must insure that the crowd does not block aisles or prevent the normal flow of traffic.

POINT OF SALES SYSTEMS:

All POS must be inspected and certified by the Concessions. The system must be able to print receipts and have a cash drawer that opens electronically with each transaction.

HANDLING OF RECEIPTS: All vendors are required to hand out a receipt with every transaction or the product is free to the customer at the vendors expense. We want to see the hand motion, do not ask the customer if they want a receipt, it must be handed out automatically.

USE OF BENTON FRANKLIN FAIR ARTWORK/LOGO: Original artwork and/or logo designs created for the Benton Franklin Fair are developed for public use. Special permission is not required to use this artwork and we encourage use of it in Concessionaires booths. Artwork/Logo available at www.bffairrodeo.com.

REFUNDS & 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 telephone number and address for patrons to contact, must be available upon request.

SOUND DEVICES: No sound device (Ipods, tape recorders, etc.) shall be allowed unless it is an integral part of the items on sale or display. Concessionaire desiring to use public address systems or other sound making devices must obtain advance written approval by the Fair Management. Approval may be revoked at any time if the noise level is objectionable in the judgment of the Fair Management. **Volume of any sound device or vocal pitch sales must not interfere with the activities and sales of other Concessionaires. The calling of people from the aisles or from other booths is strictly prohibited.**

DEMONSTRATION PRODUCTS: Any work performed or demonstration of products that produce dust or spraying of materials must be shielded behind heavy plastic or glass enclosure to prevent dust or other material from being distributed on other concessions or persons.

SIGNAGE LIMITATIONS: Concessionaires shall not erect signs or display products obstructing the view of, causing potential injury to, or disadvantageously affecting the display of other concessionaires or Vendors. Concessionaires shall not affix to surfaces of the facility any advertisements, signs, etc., nor shall they use scotch tape, masking tape or any other adhesive-type material on any portion of the facility.

FREE DRAWING: Free drawings must be approved in advance by the Fair Management. Drawings must be conducted within assigned space. In addition to any condition imposed by Fair Management, free drawings must comply with the following:

1. Patrons' ticket stubs must have printed thereon the name, address and phone number of the Vendor conducting the drawing and a list of prizes indicating the value of each.
2. All patrons are eligible to participate in the drawing. Employees of the Vendors and their families 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 9 p.m. on the last day of fair.
5. Fair Management must receive the name, address and telephone number of all winners and a description of their prizes by the end of fair.
6. All drawings must comply with all applicable laws, including but not limited to, Chapter 9.46 RCW.

GIVEAWAYS: Giveaways and giveaway items (pens, key chains, pencils, balloons, etc.) must be approved in advance by the Fair Management. Please list all items to be given away on your application.

CONCESSIONAIRES SHALL NOT ENGAGE IN ANY RAFFLE, CHANCE DRAWING, LOTTERY OR OTHER GAME OF CHANCE WITHOUT PRIOR CONSENT OF THE BENTON FRANKLIN FAIR AND IN COMPLIANCE WITH ALL APPLICABLE LAWS AND REGULATIONS, INCLUDING APPROVAL OF THE WASHINGTON STATE GAMBLING COMMISSION.

ADVERTISING MATERIALS AND SIGNS

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

SIGNS ARE SUBJECT TO THE FOLLOWING CONDITIONS:

1. Signs may not exceed a height of 36” above the top of the booth unless approved in writing by the Fair Management. Signs must be single-sided only.
2. Width of sign may not exceed the width of the booth.
3. Fair management may demand and effect the removal of any advertising matter, which in its discretion, it considers objectionable.

HANDMADE SIGNS: Will not be allowed.

PRICE SIGNS: Price signs must be legible and visible to all fairgoers. Products and pricing may not be changed during the event.

BOOTH STAFFING AND FEES

STAFFING: 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 each day. If booth is closed at this time, the Fair will not be held accountable for any lost, stolen or vandalized items during this time. No one is allowed to stay overnight in a booth. If any Concessionaire fails or refuses to abide by these rules, the Benton Franklin Fair reserves the right to terminate the contract and to take possession of the exhibit. In the event of a breach of contract, the Benton Franklin Fair will not return advance payments to the Vendor and may seek other remedies.

CONCESSIONS TICKET OFFICE INFORMATION: The Fair Office will be open on the following dates and times for your convenience for procuring admission and parking passes. Tickets may also be pre-ordered and picked up at the times below:

August 17-22	8 a.m. -5 p.m.
August 25-29	8 a.m. - 7 p.m.

WILL-CALL PROCEDURES: Will-call will be available for your connivance. Concessionaires must leave passes in an envelope at the Main Entrance “Will-Call” booth. Please write business name on the front, including contact name and cell number in case of questions.

BOOTH SPACE FEE: Full payment is due with your contract, failure to pay the following fees by the assigned due date will result in booth termination. Fees will not be applied as a deposit toward the 20% commission owed.

Deposit - \$600 due before event and applied to 20% commission owed August 30.

Booth Fees:

Disposal - \$50 due before event

Insurance - \$100 due before event

Commission - 20% due Sunday August 30 before noon.

Electrical fees - Determined from 2019 usage (We encourage propane usage).

- \$150 20-30amp, 120volt or below**
- \$200 50amp, 240volt**
- \$250 100amp, 240volt**

GATE ADMISSION/PARKING FEES: The Benton Franklin Fair will provide to Concessionaire, at no charge, admission and parking passes based on 2019 total gross commission sales:

- \$25,000 and under – 25 daily admission passes
- \$26,000 - \$50,000 – 50 daily admission passes
- \$51,000 - \$75,000 – 75 daily admission passes
- \$76,000 and over – 100 daily admission passes

1 Fairway Season Parking pass per space rented.

Complimentary passes may be traded for additional daily before Aug. 24, 2020.

Additional passes may be purchased at the reduced rates indicated below (form included in packet). All passes will be packaged and available for pick-up at the fair office Mon., Aug. 12, through Mon., Aug. 19, 2020.

Daily Admission Passes - \$10 each
Season Admission Passes - \$35 each
Season Parking Passes - \$30 each

Any attempt on the part of the Concessionaire to sell, exchange, barter or gift any privilege of admission or parking passes issued by the Benton Franklin Fair 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.

Concessionaire passes are only available at the Fair Office and will NOT be mailed. Concessionaire Manager is responsible for obtaining or purchasing admission/parking passes for their employees. Individual employees will not be allowed to purchase passes from the Fair Ticket Office.

Lost or stolen passes will **NOT** be replaced under any circumstances.

Purchase of additional passes after Aug. 1 will not be accepted by check. After Aug. 1, payments will only be accepted in the form of cash, cashier or bank check, money order or credit card (Visa or Mastercard) only.

DELIVERIES AND STORAGE

DELIVERIES: Management is not responsible for lost or stolen packages. All deliveries will be accepted at Main Fair Office.

1. **PRE-FAIR** - When shipping products to the fairgrounds, it is the Concessionaire's responsibility to instruct the cartage company to hold delivery until specific move-in days for your space.
2. **DURING FAIR** - All deliveries will be stored at the Main Fair Office. Please check in everyday to pick up packages. Concessionaires will be responsible for transporting packages from the office.
3. **C.O.D FREIGHT** - Concessionaires receiving C.O.D packages must make arrangements with the Fair Office prior to delivery if they are unable to be present. The Benton Franklin Fair is not responsible for any lost or Stolen packages or monies.

VEHICLES, PARKING AND TRAFFIC PROCEDURES

GENERAL PARKING: Parking for Concessionaires and their employees is available in the fairgrounds parking areas. There is no designated vendor lot. Concessionaires and/or employees may enter the designated “Service Entrance” areas during the restocking hours only to restock their exhibits. Unauthorized vehicles parking on the grounds after restocking hours 9 a.m. each day and vehicles not displaying the proper parking passes will be towed.

FAIRWAY PARKING: Allotted to livestock exhibitors and food concessionaires.

SERVICE/STOCK VEHICLES: Concessionaires with stock/service vehicles will be allowed through the designated service entrance from 6 a.m. to 8:30 a.m.

END OF FAIR MOVE OUT: During the final evening of the Fair, vehicles will not be allowed inside the entrance gates of the fairgrounds until it has been determined safe to do so by staff.

RV PARKING: A limited number of RV spaces with electrical and water hookups are available. RV spaces require pre-registration and are located in designated spots only. Pay registration and fees by June 15. Rates are listed as the following per space:

CAMPING FEE - \$200 Per Trailer - Due before or on June 15.

SEWER - Pumping service is available for \$20 per service. Please tape the Sewer pump card outside the RV in a visible location to truck driver.

EMERGENCIES AND SECURITY

EMERGENCY OR INCIDENT REPORTING PROCEDURES: The Benton Franklin 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 fair. A report form in the Fair 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. Concessionaire should acquaint themselves with the location of fire extinguishers, First Aid Station, Security Office and the Fair Office.

While the Benton Franklin Fair provides 24-hour security, the Benton Franklin Fair assume NO responsibility for material left in the booths. Concessionaires are responsible for securing their booths and materials before leaving each night.

LIABILITY/INSURANCE

Liability/Insurance: The Benton Franklin Fair will automatically obtain insurance for you in the coverage of five million (\$5,000,000) general liability rider. The cost is \$100 that will be applied directly to the Vendor. \$35 per additional location.

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 the Fair Management. Please contact the Fair Office with electrical requests.

- 4.) Concessionaire shall not bring onto the fairgrounds any material, substance, equipment or object which, in the judgement of the 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. The Benton Franklin Fair 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 immediate removal.
- 5.) Concessionaire agrees to reimburse the Benton Franklin Fair for any loss, damage, or expenses, including attorney fees incurred by the Benton Franklin Fair due to failure to comply with this section.

HEALTH DISTRICT REQUIREMENTS

Fair management requires all Concessionaires that are handling food in any manner to contact the Benton Franklin 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.

Benton Franklin Health Department - (509) 460-4200 ask for a food safety specialist.

Itinerant permits to operate a food booth must be purchased one (1) week prior to the Fair at the Benton Franklin Health Department. Concessionaires can call for “mail-in” permits. This must be done at least one (1) month prior to the fair. Permits purchased on site without prior arrangements will be subject to penalty. Info: www.bfhd.wa.gov.

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 dirty water and discard in a sanitary manner (such as specially marked sewer drain areas) not in flower beds and grass!
2. Water supply - any hose that is used for drinking or cooking water must be of NSF or food-grade plastic.
3. Fee information for the Itinerant Permit to operate a food booth for the fair (10 days) is available from the Benton County Health Department - contact information stated above.

The Benton Franklin Health Department has established the guidelines which must be followed by Concessionaires preparing food and are included on the Health Department web site: <http://www.bfhd.wa.gov>.

FOOD GIVEAWAYS AND DEMONSTRATIONS: The Benton Franklin 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. Hand-washing and wiping cloths as described above are required, as well as valid Washington State food handler’s cards.

FIRE AND SAFETY REQUIREMENTS

Fair management requires all Concessionaires to comply with all rules and regulations of the Kennewick 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 Kennewick Fire Department’s rule and regulations. (Kennewick Fire Department Office (509) 737-0911.)

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

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 of flame-retardant treatment. Electrical bulbs may not be decorated with paper or other combustible materials.

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

HEATING, COOKING EQUIPMENT & 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 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 cooking media and the deep fryer appliance is not rated as high efficiency.

DOORS & EXITS – Doors to all buildings on the Fairgrounds are under control of the Fair Management and may not be operated by Concessionaires. Exits must always be kept completely clear.

TENTS & 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 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.

CONCESSIONS 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 vegetables 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 requirements. (**Washington State Labor and Industries, electrical division – 360-896-2300.**)

(1) electrical outlet (110v, 5 amp) service is available for each booth. Requests for additional electrical should be directed to Sara Renee (Vendor Coordinator (509) 619-6260). All modifications and any additional electrical services will be at Vendor’s expense.

ELECTRICAL FEES: - Electrical fees are ala cart. A fair committee member will meet with each concessionaire and discuss the electrical being used and the fees. Any additional power fees will be due the last day of check out Sunday, August 30 before noon. Propane hook-up and appliances preferred.

\$150 20-30 amp, 120 volt or below

\$200 50 amp, 240 volt

\$250 100 amp, 240 volt or building location

ELECTRICAL & PLUMBING – Any special requirements for electrical or plumbing needs must be approved by the Fair Management. All plugs must be grounded, and UL approved.

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 personal convenience of Vendors are not allowed without written consent of the Fair Management. (Costly power failures can result from overloading of electrical circuits.)

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 extensions cords serve only one appliance or fixture.
 - b. The current capacity of the cord shall not be LES 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 flooring coverings and, not be subject to environmental damage of 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 Fair property shall comply with city Code requirements. Any Concessionaire that fails to comply with the above shall be subjected 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 fire hazard. IFC Section 605.

This section is directed at all individuals who are in sole or part paying the Benton Franklin Fair 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 June 1, 2020.

POINT OF SALE SYSTEM

All Concessionaires will be required to use a Point of Sale System. Cash Registers are no longer allowed.

Concessionaires are **NOT** permitted to work from an open cash drawer, money apron, or cash box.

POINT OF SALE REQUIREMENTS- All POS must be inspected and certified by the Concessions. The system must be able to print receipts and have a cash drawer that opens electronically with each transaction.

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

RECOMMENDED POINT OF SALES DEVICE – Clover Point of sale system – Can be rented for event or purchased out right. Clover Rep: Tina Hollis - (239) 287-8221 tina.hollis@firstdata.com.

All Point of Sale Systems must have an identifying number (the serial number will be used for this purpose). Concessionaires are always required to have an ample supply of POS supplies on hand.

HANDLING OF RECEIPTS

All vendors are required to hand out a receipt with every transaction or the product is free to the customer at the vendors expense. We want to see the hand motion, do not ask the customer if they want a receipt, it must be handed out automatically.

POINT OF SALE REPORTS: The Benton Franklin Fair has the right to keep any and all tapes for a maximum of 60 days. If the Benton Franklin Fair deems it necessary, copies of the reports will be made prior to returning them.

DAILY REPORTING:

1. Each booth has received a complete Food Concessions Manual.
2. Concessionaires must turn in printable reports under the Rodeo Grandstands or emailed to ztapes@outlook.com by following day by 10 AM. Failure to turn paperwork or email reports on time will result in a \$100 fine.
3. All concessionaires shall make their final payment no later than noon Sun. Aug. 30. Payments must be made at the main Fair Office.

THE BENTON FRANKLIN FAIR RESERVES THE RIGHT TO REQUIRE THE FINAL PAYMENT TO BE EITHER PERSONAL CHECK, CASHIER'S CHECK OR MONEY ORDER. NO CREDIT CARDS WILL BE ACCEPTED.

FOOD VENDOR VIOLATION NOTICES

The Benton Franklin Fair Management will use “Violation Notices” to inform food Concessions of occurrences that are not in accordance with the Rules and Regulations established in the Concessions Manual Issued to all Concessions.

It is Fair Management’s Philosophy that the use of written notification given to the offending Concessionaires 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 the 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.
- Improper position of Point of Sale System.
- Non-compliant Point of Sale System.
- Changing menu and pricing.

LEVEL II

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

- Repeated Level I violation.
- Use of a POS without having it registered with the Concessions Audit Supervisor.
- Loss of data in the cash register 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 Point of Sale System.
- Failure to abide by the rules outlined in this manual.
- Hand-written Signage

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 Management’s opinion that, due to the many variables and contributing factors, each instance must be decided independently based on the facts available.

MISCELLANEOUS

- A. **ANIMALS** – No dogs or other pets are allowed on the Fairgrounds except those pre-entered into exhibit competitions.
- B. **ALCOHOLIC BEVERAGES/ILLEGAL SUBSTANCES** – Vendor and guests shall not consume any Alcoholic beverages nor use illegal substances at the Fairgrounds (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** – The Benton Franklin Fair reserves the right to photograph and video any Vendor exhibit and products while Vendor is participating at the Benton Franklin Fair. All Such photographic and video material shall become the sole ownership and contain all rights to use of the Benton Franklin Fair, and Vendor hereby waives any rights of use, royalty, or other intellectual property, rights related to the media or its future use by the Benton Franklin Fair.
- D. **NO SMOKING** – Smoking is strictly prohibited in all buildings including the livestock barn areas, inside any food concessions 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 on grounds.
- E. **ADDRESS & TELEPHONE NUMBER CHANGES** – Vendors must immediately notify the Benton Franklin Fair 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 fairgrounds buildings unless prior written consent is obtained from the Benton Franklin Fair. 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.
- H. **RETURNED CHECKS** – A \$25 fee will be charged for all checks returned by the Bank. Vendor shall Then be required to pay all fees and applicable charges in cash or cashiers' check. Any Vendor whose check is returned risks cancellation of contact.
- I. **SIGNAGE** - All signage is to be neat and legible, no hand-written signs will be allowed. Menu items and pricing are required to match the signed contract. Any menu pricing and changes after the signed contract will need Fair approval.
- J. **MENU** - must be 15 items or less and approved by the Fair and cannot be changed thereafter.

- K. EMPLOYEE DISCOUNTS** – Vendors are not expected to offer nor are they obligated to extend free Or discounted merchandise or food to employees and directors of the Benton Franklin Fair. Vendors are encouraged to notify the Fair Management if they are approached by anyone asking for free or discounted merchandise or food.
- L. FORKLIFT SERVICES** – The Benton Franklin Fair is not obligated to provide Vendors with forklift service. If you need assistance, please come to the Fair Office and an effort will be made to try to accommodate your needs.
- M. RELEASE/DISCLOSURE** – Vendor irrevocably consents to and authorizes the Benton Franklin Fair The use by the Benton Franklin Fair or anyone authorized by the Benton Franklin Fair of my name, likeness, voice, picture, video, business address, business telephone and electronic address for any business purpose. The Benton Franklin Fair does not release this information for profit or sale. We further disclose that all requests for vendor information are screened by the Benton Franklin Fair staff for accuracy and privacy purposes.
- N. LOCAL SALES TAX RATE** - The sales tax rate for transactions at the Benton County Fairgrounds is .086 (8.6%). Any notice of tax rate changes will be mailed to Vendors.
- O. 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 Contact. In compliance with the 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. Vendor agrees to provide equal opportunity in the administration of the contract and its subcontracts or other agreement.
- P. 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.
- Q. CAPTIONS** – Captions and paragraph headings used herein are for convenience only and not a part of This Contract and do not limit or alter any provisions hereof and are not relevant in construing this Contract.
- R. 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.