

DELTA FAIR & MUSIC FESTIVAL

FOOD CONCESSIONAIRE RULES AND REGULATIONS

1. ALL FOOD CONCESSIONS CONTRIBUTE ON A PERCENTAGE OF DAILY GROSS SALES. MONIES DUE DELTA FAIR INC. MUST BE PAID NO LATER THAN 12 NOON THE DAY AFTER THE FUNDS ARE COLLECTED. PAYMENT SHALL BE MADE TO THE DELTA FAIR OFFICE LOCATED IN SEMINAR ROOM C ON THE LOWER FLOOR OF THE AGRICENTER. FAILURE TO MAKE TIMELY PAYMENTS MAY RESULT IN REVOCATION OF CONCESSION CONTRACT.
2. CONCESSION BADGES WILL BE ISSUED TO THE CONCESSIONAIRE AT THE CONCESSIONAIRE'S MEETING
3. ADDITIONAL ADMISSION PASSES (REDUCED RATE) MUST BE PURCHASED THROUGH THE DELTA FAIR OFFICE AND ARE FOR EMPLOYEES OF THE CONCESSION. MISUSE OF DISCOUNTED TICKETS MAY RESULT IN REVOCATION OF REDUCED RATE PURCHASE PRIVILEGES.
4. CONCESSIONAIRE IS RESPONSIBLE FOR PROCUREMENT OF ADDITIONAL PARKING PASSES FROM SHOW OFFICE.
5. NO CONCESSIONAIRE SHALL SET UP OR OPERATE ON THE DELTA FAIR GROUNDS UNTIL A STANDARD ACORD INSURANCE CERTIFICATE IS ON FILE IN THE DELTA FAIR OFFICE. INSURANCE CERTIFICATES MUST NAME THE FOLLOWING AS ALSO INSURED: AGRICENTER INTERNATIONAL, ITS STAFF AND DIRECTORS; SHELBY COUNTY GOVERNMENT; DELTA FAIR, INC., ITS STAFF, DIRECTORS, AND EMPLOYEES. CERTIFICATE MUST SHOW THAT CONCESSIONAIRE HAS COMPREHENSIVE GENERAL COVERAGE WITH AT LEAST \$1,000,000 PER OCCURRENCE FOR BODILY INJURY AND PROPERTY DAMAGE. CONCESSIONAIRES MUST PROVIDE STATUTORY LIMITS OF WORKMAN'S COMPENSATION FOR ITS EMPLOYEES.
6. CONCESSIONAIRES MUST PURCHASE ALL ITEMS USED AT THE DELTA FAIR FROM APPROVED DELTA FAIR WHOLESALERS. CONCESSIONAIRES ARE NOT PERMITTED TO BRING ANY GOODS OR ITEMS ONTO THE DELTA FAIR GROUNDS WHICH ARE TO BE CONSUMED BY THE PUBLIC WITHOUT THE WRITTEN CONSENT OF THE DELTA FAIR MANAGEMENT.
7. CONCESSIONAIRE IS RESPONSIBLE FOR ALL GROSS RECEIPTS TAXES DUE.
8. CONCESSIONAIRE IS RESPONSIBLE FOR ALL SALES TAXES DUE.
9. CONCESSIONAIRE IS RESPONSIBLE FOR THE FOLLOWING FEES: AREA CLEANUP, UTILITIES, HEALTH PERMITS, AND TENT INSPECTION FEES WHERE APPLICABLE.
10. PRICE AND MENU BOARDS MUST BE PLACED IN PLAIN VIEW OF THE BUYING PUBLIC. BOARDS MUST LIST ALL ITEMS SOLD WITH PRICES OF EACH AND ARE LIMITED TO DISPLAY IN THE INDIVIDUAL AREA ASSIGNED TO THE CONCESSIONAIRE.
11. CONCESSION UNIT NUMBERS MUST BE PROMINENTLY DISPLAYED AT EACH CONCESSION UNIT IN PLAIN VIEW OF THE BUYING PUBLIC.
12. SOUND PRODUCTION DEVICES ARE NOT ALLOWED WITHOUT SPECIFIC WRITTEN PERMISSION FROM THE DELTA FAIR REGARDING PLACEMENT, TIMES, AND SPECIFIC USE.
13. ONLY ITEMS SPECIFICALLY LISTED IN CONCESSIONS CONTRACT MAY BE SOLD. SUBSTITUTIONS, ADDITIONS, OR CHANGES MUST BE DOCUMENTED WITH LETTERS OF PERMISSION ON FILE WITH THE DELTA FAIR.
14. CONCESSIONAIRES ARE SUBJECT TO AUDITS. SUCH AUDITS SHALL BE CONDUCTED BY DELTA FAIR OFFICIALS AND SHALL BE CONDUCTED IN SUCH A MANNER AS NOT TO HINDER NORMAL BUSINESS. REFUSAL TO SUBMIT TO AUDITS MAY RESULT IN IMMEDIATE REVOCATION OF CONCESSIONAIRE PRIVILEGES AND REMOVAL FROM GROUNDS.
15. CONCESSIONAIRES ARE RESPONSIBLE FOR MAINTAINING THEIR CONCESSION UNIT IN A CLEAN STATE.
16. SIGNAGE MUST BE PRODUCED IN A PROFESSIONAL MANNER AND ATTACHED TO THE CONCESSION STAND.
17. EACH CONCESSIONAIRE MUST COMPLY WITH THE RULES AND REGULATIONS OF THE SHELBY COUNTY HEALTH DEPARTMENT. FAILURE TO COMPLY WILL RESULT IN REVOCATION OF CONCESSION LICENSE.
18. AT LEAST ONE FULLY CHARGED, CURRENTLY INSPECTED, OPERATIONAL 40 BC EXTINGUISHER MUST BE AVAILABLE IN THE CONCESSIONAIRE'S BOOTH, IF CONCESSIONAIRE IS USING GRILLS OR OTHER COOKING DEVICES.
19. A FIRE INSPECTION IS REQUIRED BY THE CITY FOR ANY PERSONS OR ORGANIZATIONS USING PROPANE GAS APPLIANCES AND TANKS, OR OPERATING A FOOD CONCESSION AT ANY FESTIVAL. NO CONCESSIONAIRE WILL BE PERMITTED TO OPERATE AT THE EVENT WITHOUT THIS INSPECTION. THE CONCESSIONAIRE'S APPROVED FIRE PERMIT MUST BE PUBLICLY DISPLAYED DURING THE FESTIVAL.
20. SETUP TIME IS WEDNESDAY AFTER 8:00 AM., OR THURSDAY AFTER 8:00 AM. CONCESSIONAIRE MUST BE READY TO SERVE 15 MINUTES BEFORE POSTED OPENING TIME ON EACH DAY OF THE EVENT. CONCESSIONAIRE SHALL NOT CLOSE PRIOR TO 10:00 PM EACH DAY UNLESS APPROVED IN ADVANCE BY DELTA FAIR. EARLY CLOSURE MAY RESULT IN AN ON THE SPOT PENALTY OF \$50.
21. ELECTRICAL HOOKUPS WILL BE PROVIDED FOR A FEE AND MUST BE PERFORMED BY THE EVENT SPECIFIED ELECTRICIAN. UNAUTHORIZED HOOKUPS MAY RESULT IN TERMINATION OF CONCESSION PRIVILEGES. SPECIFIC AMPERAGE AND VOLTAGE NEEDS MUST BE NOTED ON INITIAL APPLICATION TO ASSURE AVAILABILITY. EACH CONCESSIONAIRE MUST BRING 150 FOOT OF APPROPRIATE ELECTRICAL CABLE WITH APPROPRIATE 50 AMP, 60 AMP OR CAM LOCK HOOKUPS.
22. THIS FAIR IS A FAMILY EVENT PROVIDING GOOD FOOD, GOOD ENTERTAINMENT, AND EDUCATIONAL EXHIBITS. THEREFORE, AT ALL TIMES, THE CONCESSIONAIRE'S CONDUCT SHALL PROMOTE THOSE THEMES. CUSTOMER SERVICE AND PRODUCT QUALITY SHALL BE THE NUMBER ONE PRIORITY OF THE CONCESSIONAIRE. IN ISSUES CONCERNING THE CUSTOMER, IT SHALL BE PRESUMED THAT THE CUSTOMER IS ALWAYS RIGHT. THE CONCESSIONAIRE SHALL HAVE ENOUGH PRODUCT AND STAFF TO KEEP WAITING LINES TO A MINIMUM.
23. CONCESSIONAIRE MUST KEEP ITS FACILITY CLEAN AND MAINTAIN APPROPRIATE CONTAINERS FOR TRASH AND LITTER. CONDITIONS AVAILABLE TO THE PUBLIC MUST BE PROPERLY COVERED. CONCESSIONAIRE MUST NOT PERMIT ITS TRASH CONTAINERS TO OVERFLOW. CONCESSIONAIRE WILL HAVE PROPER REFRIGERATION AND CLEAN FOOD SERVICE AREAS. IN THE EVENT THE CONCESSIONAIRE IS ADVISED THAT SUCH DOES NOT EXIST, IT WILL PROMPTLY IMPLEMENT ACTIONS TO COMPLY WITH THESE REFRIGERATION OR CLEANLINESS REQUIREMENTS.
24. CONCESSIONAIRE WILL NOT DRAIN WASTEWATER ON THE GROUNDS OF THE EVENT. GRAY WATER HOLDING TANKS ARE AVAILABLE FOR \$100 FROM DELTA FAIR WHICH INCLUDES SERVICING. \$500 FINE FOR DUMPING GREY WATER ON PREMISES.
25. ALL TRAILERS MUST HAVE AT LEAST A 150 FOOT RV HOSE FOR WATER HOOKUPS & 150 FOOT GREY WATER HOSE. STANDARD GREEN GARDEN HOSE IS NOT PERMITTED.
26. DESIGNATED MONITORS MAY CHECK THE QUALITY OF CONCESSION OPERATIONS DURING THE FAIR. CONCESSION AGREES TO PROMPTLY CORRECT ANY CONDITIONS FOUND BY SAID MONITORS AND BROUGHT TO THE CONCESSIONAIRE'S ATTENTION. FAILURE TO PROMPTLY CORRECT NOTED CONDITIONS MAY RESULT IN DISCONTINUATION OF CONCESSIONAIRE'S OPERATIONS.
27. NO PARKING IS PERMITTED EXCEPT IN DESIGNATED CONCESSIONAIRE PARKING AREA. UNLOADING IS ONLY ALLOWED IN APPROVED UNLOADING ZONES.