

# CONCESSION

## RULES & REGULATIONS



# 2018 OFFICIAL CONCESSION RULES AND REGULATIONS

SEPTEMBER 19<sup>TH</sup> – 30<sup>TH</sup>

ALL RULES AND REGULATIONS ARE SUBJECT TO CHANGE WITHOUT NOTICE

## 2018 OFFICIAL CONCESSION (FOOD & BEVERAGE) RULES & REGULATIONS

READ THESE RULES AND REGULATIONS CAREFULLY, BE INFORMED, INFORM ALL OF YOUR EMPLOYEES AND VOLUNTEERS, AND PLEASE ASK QUESTIONS ABOUT ANY PARTICULAR MATTER YOU DO NOT FULLY UNDERSTAND.

### A

**ADMISSION, GATE & PARKING PASSES:** May be picked up in the Administration "Will Call" office beginning Tuesday, September 4, 2018 from 10:00am to 4:00pm. During the Fair, hours are 10:00am to 6:00pm. No passes will be sold on the last day of the fair. Issued passes cannot be traded. The sale of passes is a violation and deemed a breach of the Rental Agreement/Contract and the Kern County Fair will take necessary action.

**ALCOHOLIC BEVERAGE SALES:** Unless you have the following you cannot sell any alcoholic beverages of any kind:

- A current Alcoholic Beverage License from the State of California Department of Alcoholic Beverage Control (ABC) authorizing the sale of alcohol and approved by the Fair to conduct limited sales.
- All employees and volunteers serving and/or selling alcoholic beverages to the general public must possess a current Alcohol Seller/Server certification from the ABC L.E.A.D. Training program.
- Those concessions selling alcoholic beverages will contact the Bakersfield local Department of Alcoholic Beverages (661.395.2731) by May of each year for updated L.E.A.D. policies and arrange for new employees/volunteers to attend L.E.A.D. training program prior to the current Fair.
- Liquor Liability Insurance coverage for not less than \$1,000,000.00 (1 million dollars) required.

All Concessionaires serving beer will pour the beverage into an identifiable 16oz. cup showing the brand name of Coors, Miller, Budweiser, etc. No generic cups can be used for the purpose of Alcoholic Beverage Sales.

**AMERICANS WITH DISABILITIES ACT:** The United States Senate passed the Americans with Disabilities Act which went into effect July 26, 1992, making it illegal to discriminate against anyone because they have a physical impairment.

- It is the responsibility of each contractor, its management, employees and volunteers to adhere to the ADA law. In simple terms, all effort should be made to allow people with disabilities to participate in rides, games, exhibits, and the purchase of food and beverage or other articles.
- All food and beverage concession stands on the Kern County Fairgrounds must make available an open window or service counter at least 36" long and no higher than 34" above the ground level for wheelchair patrons with disabilities.
- All patrons with disabilities who are voicing dissatisfaction with any service rendered should be directed to the Fair Administration Office. It is the position of the Kern County Fair that all patrons be treated in an equal and courteous manner so that they can participate in the fun and enjoyment the Fair offers while insuring a safe and enjoyable experience.

**AUDITS:** Throughout the Kern County Fair, auditors will do spot audits which will test any or all of the following: use of P.L.U. registers, starting cash, paid out receipts, money drops, over rings, daily sales, and all other transactions which denote appropriate cash control system. If a spot check or spot audit turns up financial discrepancies you will be notified with a written violation. Failure to cease the discrepancies and correct them will result in a fine or other appropriate action by the Kern County Fair Management. This may include an order to discontinue operations.

## B

**BARBECUING FOODS/OUTDOOR COOKING UNITS:** Cooking on an outdoor cooking unit is not permitted without prior permission from Fair Management, Fire Marshal and the Health Department. If permitted the concessionaire will follow the Fair's, Fire Marshal and Health Department Rules and Regulations.

- 1) You are required to have a 10' square wood type fenced area keeping the public at a safe distance from the outdoor cooking unit. This applies to any area around the concession site
- 2) Outdoor cooking unit must be at least 5' from public access inside the 10' square fenced area and 5' away from building, and/or portable concession unit.
- 3) Outdoor cooking cannot take place under any type of canvas/cloth tent, canopy and/or overhead structure.
- 4) If the outdoor cooking unit uses propane, the propane unit must be strapped to the cooking unit
- 5) The outdoor cooking unit should be located in an area reasonably protected from dust.
- 6) No outside flat top grills are permitted for cooking meat, onions, potatoes, etc. These food items must be prepared and cooked inside the concession unit
- 7) The *Kern Public Health Services Department, Environmental Health Division* will approve all food items submitted to be cooked on an outdoor cooking unit

### **BOTTLES, CANS & PLASTICS:**

- Plastic beverage bottles may be sold; the Concessionaire will pay the Fair 25% of the gross after applicable tax deduction. Each sale must be entered into a cash register.
- Beverages served from glass or aluminum containers such as imported beer, fruit drinks, tea drinks, must be poured into a paper type cup ("**ALUMI-TEK**" 24/25oz.is the exception and is recyclable); the Concessionaire will pay the Fair 25% of the gross after applicable tax deduction and a \$1.50 for each bottle; "Alumi-Tek" can and a can of alcoholic or nonalcoholic beverage.

## C

**CABLE SERVICE:** No cable service is available in any building or on the grounds. All cable lines and satellite dishes must be pre-approved by Kern County Fair Management. All cable lines and satellite dishes that are attached to a building; structure; etc. must be removed at the close of Fair. The Concessionaires will be responsible for paying the Fair for any/all damages and will receive a billing invoice which will be due upon receipt of invoice.

**CARDBOARD RECYCLING:** Concessionaires will breakdown and flatten all cardboard daily and set it out nightly for pick up. The flattened cardboard will be picked up the following morning for recycling by Fair Staff.

### **CASH REGISTER:**

- All cash registers must have a two-way sales display. The cash register must be positioned such as that one display is always visible to the customer. Concession where this is not possible due to layout must request a waiver in writing prior to operation.

## 2018 CONCESSION RULES & REGULATIONS

- Concessionaires will not work from open cash drawer at any time. Cash drawers will be closed following each sale. Continuously open cash drawer or use of a cash box separate from cash register is **PROHIBITED AND A VIOLATION**.
- All transactions will be rung on the register for the full and correct sale amount at the time of sale. Therefore, the customer receipt and journal tape will reflect the full and correct amount of the total sale, the monies paid by the customer and any change given by concessionaire.
- The cash register must have the following functions, and these functions must be fully operational. **A staff member trained to use these functions must be present at all times.**
  - a. a non-resettable Grand Total function;
  - b. a cumulative “Z” counter and an “X” reading that does not alter the “Z” total;
  - c. separate refund/void and error correction keys, both of which are recorded on and printed on the electronic journal;
  - d. consecutive and non-resettable transaction numbers;
  - e. a “no sale” transaction counter clock that prints current date and time on detail receipt
  - f. key protectors, wet cover advisable; and
  - g. readable type (on all printed tapes and displays) if tape is not legible Fair retains the right to close Concession until problem is corrected.
- All cash registers must have a functioning battery back-up with memory protection.
- Cash register manual must be kept in concession stand/booth at all times and it is the responsibility of the concessionaire to know how to set the time and date on each register and have sufficient register tape to provide all required tapes and receipts.
- All cash registers must have the ability to run both the detailed electronic journal tape (including sale, bid, refund, and no-sale transaction times and amounts, numbered sequentially) and receipt tape at all times.
- All cash registers must be **tagged** to record the model number and serial number for all cash registers, including backup registers. Once it is approved for use, each register will get its own register tag. Register tagging by the Kern County Fair Auditors will be conducted **Monday, September 17<sup>th</sup> from 11a.m. to 3p.m.** Be aware that register cannot be used for sales until they have been tagged and the information has been recorded.
- Cash registers must be programmed for individual menu items – i.e. \$3.00 Sandwich \*KEY #1, \$2.50 Drink \*KEY #2, etc.
- Down time on registers must be reported to the Audit Dept. immediately.
- Un-used cash registers cannot be left on counter. These registers must be removed until needed during high peak hours.
- General Operating Rules:
  - a. “**Voids**” and “**No-sales**” are not allowed at any time; please process transaction as an **over ring** and include the transaction on the Fair’s Over Ring Sheet/Report.
  - b. No concessionaire shall operate from an **open cash drawer** or **separate cash box** at any time.
  - c. For every sale, follow these procedures:
    - 1. Ring sale on register
    - 2. Receive money from customer and place on register plate
    - 3. Return correct change and receipt to customer.
    - 4. Put money in register.
    - 5. Immediately close drawer.
  - d. When an **over ring** occurs, follow these procedures:
    - 1. Circle the **over ring** in **RED INK** on the register tape

## 2018 CONCESSION RULES & REGULATIONS

2. Record on the **over ring** on the Daily Sales Report and Over Ring Sheet/Report indicate date, time, amount, reason
3. Cashier and Concession Owner/Manager must sign the Over Ring Sheet/Report
4. Turn "**Over Ring Sheet/Report**" into Auditors daily no later than 2:00 p.m. of the following day to receive consideration.

**LATE RECEIPT OF OVER RINGS WILL NOT BE CONSIDERED.**

- Sale Reports:

- a. An Electronic journal, "**Z**" tape and complete Fair daily sales report must be submitted to the Auditor's office from 8:30 a.m. to 2:00 p.m. each day.
  1. A separate report is required for each booth location
  2. The electronic journal tape reading will be run after closing each day for each register, whether or not the register was used that day. The electronic journal should be run prior to running the "**Z**" tape.
  3. The "**Z**" tape reading will be run after closing each day for each register, whether of not the register was used that day.
  4. All concession's will make a mid-fair settlement by seventh (7<sup>th</sup>) day of business **Tuesday, September 25<sup>th</sup>**, upon receipt to total percentage from the Auditing Dept. Payment must be made by check or credit card. CASH WILL NO LONGER BE ACCEPTED.
- b. Each electronic journal and "**Z**" tape must be clearly marked with the register number (i.e. Register 1, Register 2) and identification sticker number. Please take care to check the cash register number on our Fair issued sticker to avoid confusion.
- c. Each over ring will be recorded on the Fair's over ring form. The over ring form will be turned in daily with the sales report. Over rings must be highlighted on the register tape and initialed. Over rings will not be recognized if they are not accompanied by the required paperwork.
- d. The final electronic journal, "**Z**" tape and Fairs daily sales report (for sales occurring on Sunday, September 30, 2018) will be submitted to the Auditor's office NO LATER THAN 11:00 a.m. MONDAY, OCTOBER 1, 2018 following the conclusion of the Kern County Fair. Payment must be made by CHECK OR CREDIT CARD. CASH WILL NO LONGER BE ACCEPTED.

FINAL PAYMENT AFTER FRIDAY, OCTOBER 5, 2018 WILL RESULT IN A PENALTY OF 2.5% ASSESSED ON UNPAID BALANCE WHICH IS A PENALTY FOR NON-COMPLIANCE, AND ACCRUES FOR EACH 30 DAY INCREMENT, UNTIL PAID.

AFTER FRIDAY, OCTOBER 5, 2018 LEGAL ACTION WILL BE TAKEN TO COLLECT MONIES DUE AND PROHIBIT SAID CONCESSIONAIRE FROM PARTICIPATING IN FUTURE FAIRS AND/OR ACTIVITIES ON THE FAIRGROUND.

ALL LEGAL ACTION EXPENSES ACCRUED WILL BE ADDED ON TO THE UNPAID BALANCE DUE, AND THE 2.5% PENALTY FEE WILL CONTINUE TO ACCRUE ON THE UNPAID BALANCE DUE UNTIL LEGAL ACTION IS FINALIZED AND PAYMENT AND PENALTIES ARE PAID IN FULL.

### **CLEANLINESS/HOUSEKEEPING:**

- Concessionaire agrees to keep the area surrounding their concession booth/stand free from debris/trash, not to sweep debris/trash into street and will maintain a safe and clean area with adequate clean-up personnel. Night closing procedures will require Concessionaire to clean booth/stands and remove all debris/trash into garbage bags that will then be placed in the gutter by the Concessionaire. Any Concessionaire that cleans their booth/stand in the morning and fills the garbage cans will be charged for special garbage pick-up.
- Concessionaire agrees that all condiment tables will be neat and clean at all times. For Health reasons condiments should be served in hinged containers that close automatically or in individual serving packets.
- Concessionaire agrees that all boxes, crates, kegs and canisters, will be kept from public view.

## 2018 CONCESSION RULES & REGULATIONS

- Concessionaire shall train and closely supervise all employees/volunteers so that they are aware of and habitually practice the highest standards of cleanliness, courtesy, and service required.
- Concessionaire agrees that all portable concession trailers must have proper skirting to cover the bottom of booth/stand to the ground, and be self-contained, and abide by the *County of Kern Public Health Services Department, Environmental Health Division* and 2018 Concession Rules and Regulations.
- Portable storage containers of any type will **not** be permitted on the grounds. Concessionaire must make provision inside concession booth/stand for all supplies necessary to conduct business or a truck/trailer parked in the stock truck parking area.
- Beverage tanks, product inventory, boxes will not be stored outside the booth/stand unless it is concealed in an attractive manner. Concessionaire agrees to maintain beautification of the Fairgrounds by fencing off the storage, or work areas, of the concession booth/stand with attractive color coordinated material to completely block the storage areas of the food/beverage booth/stand from public view. The portable material utilized must comply with state and county codes, and all State Fire Marshal requirements.

**CONCESSION DEPOSITS:** Concessionaire agrees to pay a non-refundable \$500.00 deposit on each concession booth/stand; the deposit will not be refunded if Concessionaire cancels for any reason or Fair cancels due to breach of contract. The \$500.00 non-refundable deposit will be deducted from your final percentage (%) payment to the Fair.

**CONCESSION (FOOD) HOURS:** All Concessionaires are required to keep their food and beverage booth/stand open all twelve (12) days of *Fair Hours of Operation/Official Fair Hours*. Late openings or early closings by a Concessionaire is prohibited and will be deemed a breach of contract and the Fair will take necessary action by charging a **\$50.00 FINE** and could result in cancellation of a future Rental Agreement/Contract. See *Fines & Violations*. Concession (**FOOD ONLY**) booth/stands may remain open one (1) hour AFTER *Hours of Operation/Official Fair Hours*. When the “Carnival Big Wheel” lights go out, close immediately. This will be strictly enforced by the Kern County Sheriff’s Department. See *Hours of Operation/Official Fair Hours*.

- Sale of Alcohol can close at 10pm Sunday – Thursday but will cease at 11pm every night. Food concessions can stay open one (1) hour after the “Official Fair Hours”, BUT must close immediately when the “Carnival Big Wheel” lights go out or ordered to close by the Kern County Sheriff’s Dept.

**CONCESSIONS POLICY:** It is understood that the 15<sup>th</sup> District Agricultural Association is a business and the fiscal integrity of the agency is of paramount importance. The 15<sup>th</sup> DAA is responsible for generating 99.5% of the revenue required to operate on a year round basis.

- All permanent buildings on the Fairgrounds belong to the State of California, including concessions building.
- Non-profit groups or individuals are prohibited from transferring concession buildings and/or businesses operating in a concession building to another entity.
- It is the responsibility of the current organization or business in the permanent concession building to maintain all up-grades according the 15<sup>th</sup> DAA policy, *State Fire Marshall, Cal OSHA* and the *County of Kern Public Health Services Department, Environmental Health Division* codes and requirements.
- Each non-profit and individual doing business in a permanent concession building is responsible for all equipment owned, rented, or leased for the operation of the concession building. The 15<sup>th</sup> DAA is not responsible for damage, theft or the operation of any equipment within the building. Each business entity should carry property insurance to cover any damage or theft of equipment twelve (12) months of the year.
- Concessionaire is required to have two (2) adults responsible for food and beverage service who will hold a current “ServSafe” certificate from the *Kern County Public Health Services Department, Environmental Health Division*.

## 2018 CONCESSION RULES & REGULATIONS

- After each fair, an evaluation of all concessions will be conducted by Kern County Fair Management. From that evaluation of performance, criteria that will be used in the evaluation includes, but not limited to, historical payments to the fair vs. minimum guarantee, input from the Fair's audit team, public response to the Concessionaire, violations of *Kern County Public Health Services Department, Environmental Health Division, Department of Alcoholic Beverage Control* or Fair policy.
- If the minimum guarantee of \$4,500.00 for food and non-alcoholic beverage sale \$2,500.00 minimum guarantee for alcoholic beverage sales is paid to the Fair the Board of Directors may make the determination to exclude that concessionaire from operation during future Fair.

## D

**DAMAGES & OVER-LOADS:** Concessionaire agrees that they are responsible for any damage they do to the Fair's grounds, buildings, equipment or electrical system (over-loads) and will be billed for the amount it costs the Fair to repair and/or replace damaged item and/or areas. Said bill will be due and payable in the Accounting Office before the closing day of the Fair. It is further agreed that any special electrical service, installation charges, equipment rental and other services provided to Concessionaire by Fair staff is due and payable in the Accounting Office before the closing day of the Fair.

**DELIVERIES:** Deliveries are accepted no more than 5 (five) days prior to the first day of the Fair. All delivered boxes or cartons will be stored in the **Maintenance Department for pick-up call maintenance at 661.833.4940. Large deliveries must be arranged for in advance if a forklift is required.** Be sure to give company name; location: building number; space number; and person receiving shipment of product to the Kern County Fair. Make sure all packages are addressed as follows:

- (Concessionaire's Business Name)
- c/o Kern County Fair
- 1142 South "P" Street
- Bakersfield, CA 93307

**~ NO C.O.D. DELIVERIES WILL BE ACCEPTED**

## E

**ELETRICAL FEES:** Concessions that exceed the 50 amps power available will pay an additional fee to the Fair as determined by the Fair Electrician. Your power requirements that are over the available 50 amps must be submitted to the Fair prior to arrival.

**EQUIPMENT RENTAL:** Concessionaire may rent equipment from an outside rental company or provide their own equipment. Such equipment cannot be set-up by Fairgrounds personnel, per SB 198 Written Injury and Illness Prevention (safety) Program.

**EXTENSION CORDS:** All required extension cords must be provided by Concessionaire. All extension cords used on the premises must meet CAL-OSHA and NATIONAL ELECTRICAL CODE REQUIREMENTS; REQUIRED SIZE: 12 GAUGES, 3 PRONGS FOR 10 AMPS.

## F

## 2018 CONCESSION RULES & REGULATIONS

**FAIR COUPONS:** If Fair Judges or Directors use Fair coupons, they must be turned into the audit/accounting office the next day for full credit. Coupons turned in later than the next day will not be honored.

**NO EXCEPTIONS!**

**FAIR TIME FOOD CONCESSIONS POLICY:** Individual concession businesses are prohibited from transferring or selling a prior year location to another entity.

- There is no guarantee that a Concessionaire will be invited to participate in next year's fair.
- An agreement with the Kern County Fair is not to be construed as a license for continuous operation in a specific location.
- Rental Agreements/Contracts are valid only for the duration of each fair.
- After each fair, an evaluation of all concessions will be conducted by Kern County Fair Management. From that evaluation of performance, criteria that will be used in the evaluation includes, but not limited to, historical payments to the fair vs. minimum guarantee, input from the Fair's audit team, public response to the Concessionaire, violations of *Kern County Public Health Services Department, Environmental Health Division, Department of Alcoholic Beverage Control* or Fair policy.

**FAUCETS:** Faucets for back flow prevention will be supplied by Concessionaire.

### **FINES & VIOLATIONS:**

- \$500.00 \* Wrongful Grease Disposal
- \$500.00 \* Use of Alcohol, controlled substance or smoking in concession booth/stands
- \$200.00 \* Unauthorized Menu Price Changes and/or obstruction of Menu by patrons
- \$100.00 \* Switching Out Cash Register **without** Fair Management/Audit Department approval
- \$100.00 \* Open Cash Register Drawer, Drop Boxes or Slots
- \$100.00 \* Larger or Smaller Beer Cup Size & Pricing
- \$100.00 \* Larger or Smaller Non-Alcoholic Beverage Cup Size & Pricing
- \$100.00 \* Voucher/Coupon Printing & Distribution
- \$50.00 \* Closing Early
- \$50.00 \* Illegible Register Tapes
- \$50.00 \* Not Complying With Cash Register Policy
- \$50.00 \* Opening Late
- \$50.00 \* Register Tapes/Reports Turned In After 2:00pm
- \$50.00 \* Register Tagging
- \$50.00 \* Unjustifiable Over Rings
- \$25.00 \* Late Fee for not returning Rental Agreement/Contract or Certificate of Liability Insurance by due date stated on the Rental Agreement/Contract.
- \$25.00 \* Menu change after September 1<sup>st</sup>, for each change or omission

It is further understood and agreed that should Concessionaire fail, neglect or refuse to operate according to policy, the Fair Management deems this a breach of Rental Agreement/Contract and could result in cancellation of future Rental Agreements/Contracts with Concessionaires.

### **FIRE MARSHAL POLICY:**

- Concessionaire agrees that commercial cooking may be allowed only in approved locations by the State Fire Marshal. Approval must be submitted to Fair Management thirty (30) days prior to the Opening Day of the Fair.



## 2018 CONCESSION RULES & REGULATIONS

- Concessionaire agrees that each food service location shall provide a minimum CLASS “K” portable fire extinguisher and that extinguisher will be fully charged and serviced three (3) weeks prior to Opening Day of fair.
- Concessionaire agrees to perform the annual service of Fire Suppression System.

The Fire Marshall will arrive the Monday prior to the fair to check on all Fire Suppression Systems and CLASS “K” portable fire extinguishers.

**FOOD SAFETY CERTIFICATION:** Being Food Safety Certified (ServSafe) means you or at least one of your employees has taken and passed an approved food safety certification class and possesses a valid certificate in food safety, this person is responsible for training all staff about food safety practices California Law requires that at least one owner/manager of each food concession be *Food Safety Certified* by an approved program. If your trained staff member should leave, you have 60 days to certify another staff member. If you sell only pre-packaged food or beverages such as: dried fruit, nuts, jerky and bottled or canned beverages you are not required to be certified. Certificates are valid for five (5) years from date of issuance. Certificates must be renewed prior to expiration and a new copy submitted to the Commercial & Concession Office, for more information on ServSafe Certificate go to the County of Kern web site [www.co.kern.ca.us/eh](http://www.co.kern.ca.us/eh)

Certified food safety testing providers:

- |                                     |                |  |
|-------------------------------------|----------------|--|
| • American Food Safety Institute    | (800) 723.3873 | <a href="http://www.americanfoodsafety.com">www.americanfoodsafety.com</a> |
| • California Food Handlers School   | (661) 387.8001 | <a href="http://www.CalFoodHandlerCard.com">www.CalFoodHandlerCard.com</a> |
| • California Restaurant Association | (800) 765.4842 | <a href="http://www.calrest.org">www.calrest.org</a>                       |
| • California Safety Training Corp.  | (661) 377.8300 | <a href="http://www.cstcsafety.com">www.cstcsafety.com</a>                 |

### **FORGED PASSES & ISSUED PASSES:**

- Concessionaire will be responsible to pay the Fair the full admission, gate or parking charge on any/all forged passes.
- Concessionaire should list the names and pass numbers issued to each employee or volunteer who participates in your concession area.
- Issued passes cannot be sold. The sale of issued ADMISSION, GATE or PARKING passes is a violation of policy and deemed a breach of contract and the Kern County Fair Management will take appropriate action.

**FORKLIFT:** A forklift will be available to help spot your outside portable concession stand between 8:00am and 5:00pm Wednesday, September 12<sup>th</sup> thru Tuesday, September 18<sup>th</sup>. All requests will be responded to as quickly as possible upon your arrival according to availability and work load of the Maintenance Department 661.833.4940. No forklift will be available closing night of Fair.

## G

**GENERATORS:** Portable generators are not permitted to supply/operate any inside or outside concessions or commercial exhibits. The Fair provides electrical for your business. See *Utility Connections*

**GOLF CARTS:** No electric or gas carts are permitted on the Fairgrounds without prior authorization by Fair Management and submission of automobile insurance naming the State of California, etc., as additional insured.

## 2018 CONCESSION RULES & REGULATIONS

Permits are required for carts and can be obtained in the Credential/Will Call Office in the Administration office with proof of authorized insurance.

**GREASE RECOVERY PROGRAM:** Concessionaire agrees that used grease will be placed or sealed in containers (or original containers) and taken to a designated area by Gate #34 for Fair disposal. A dumpster will be located by/near the grease disposal area. All grease to be poured into the recycled container(s) and the empty grease containers **MUST** be disposed of in the dumpster when empty. Anyone reported leaving grease in a container or empty container outside the disposal site will result in a fine to be determined by Fair Management. **DO NOT** dump water or trash in these barrels/containers. Please wipe any grease from your equipment before washing and educate your staff/volunteers that under no circumstance may grease and/or food scrapes go down the drain. **\$500.00 Fine** for wrongful grease disposal, see *Fines & Violations*.

**ABSOLUTELY NO GREASE TO BE DUMPED IN DRAINS!**

**GRAY WATER:** Gray water must be disposed of in appropriate sanitary sewers. Concessionaires found disposing of gray water in other than appropriate sanitary sewers will be charged for the cost of removing such gray water and repairing any damage resulting from concessionaires' improper disposal.

## H

**HAZARDOUS MATERIALS:** Concessionaires are not to leave any hazardous materials on the Fairgrounds including paint and paint materials; these materials cannot be disposed of in Fair trash cans or dumpsters they must be disposed of by concessionaire when leaving the Fairgrounds.

**HEALTH & SAFETY CODE:** Concessionaire by signature of the attached "Exhibit E" agrees to follow Article #114010 and Article #114175 and understand that violation of any one of these Articles will result in immediate cancellation of current Rental Agreement/Contract. Contact the *Kern County Public Health Services Department, Environmental Health Division* at: (voice) 661.862.8700, (fax) 661.862.8701, web: [www.co.kern.ca.us/eh](http://www.co.kern.ca.us/eh) or e-mail: [eh@co.kern.ca.us](mailto:eh@co.kern.ca.us) requesting updated information of any and all 2018 retail food codes and a summary of major changes in 2018.

**HIGH SPEED INTERNET BUSINESS EDITION/DSL SERVICE:** Interested parties should contact your internet provider for more information. The Fair has free Wi-Fi, but cannot guarantee availability of service therefore the Fair recommends you provide your own portable Wi-Fi if your business or travel depend on it.

**HOLDING TANKS:** All portable concession stands must have holding tanks for liquid waste and should be pumped accordingly.

### **HOURS OF OPERATION/OFFICIAL FAIR HOURS:**

- **COMMERCIAL BUILDINGS, FOOD & ALCOHOLIC BEVERAGE CONCESSIONS**

Mondays through Thursdays	3:00pm to 10:00pm
Friday, September 21	10:30am to 11:00pm
Friday, September 28	3:00pm to 11:00pm
Saturdays	Noon to 11:00pm
Sundays	Noon to 10:00pm

- Sale of Alcohol can close at 10pm Sunday – Thursday but will cease at 11pm every night. Food concessions can stay open one (1) hour after the *Hours of Operation/Official Fair Hours*, BUT must close immediately when the "Carnival Big Wheel" lights go out or ordered closed by the Kern County Sheriff's Dept.

**HOSE BIBS:** Hose Bibs can be rented from the Maintenance Department call 661.833.4940.

## 2018 CONCESSION RULES & REGULATIONS

**HOSE:** Water hoses must be *NSF* green or *NSF* approved with green tape that can clearly be identified by the *Kern County Environmental Health Services Department* inspectors. Concessionaire will supply “Food Grade” hoses. No garden hoses are permitted.

### I

**INSURANCE AND LIABILITY:** Concessionaires must obtain public liability and property damage insurance, according to the Insurance Statement, and submit a Certificate of Liability Insurance to the Concession Department with the following verbiage: *“The State of California, The District Agricultural Association, County Fair, The County in which the County Fair is located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fair, or California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned.”* by date specified on your Rental Agreement/Contract. Insurance is available through the Fair and can be purchased by VISA ®, MASTERCARD ®, AMERICAN EXPRESS® or a Personal Check made out to “Kern County Fair”. Insurance information will be included in your Rental Agreement/Contract.

**ISSUED PASSES CANNOT BE SOLD!** Sale of ADMISSION, GATE, or PARKING passes is a violation and deemed a breach of contract; the Fair Management will take necessary action.

### L

**Late Fees:** **\$25.00 Late Fee** can/will be invoiced to Concessionaire/Commercial Exhibitor if the required Rental Agreement/Contract and Certificate of Liability Insurance are not received by due date stated on the Rental Agreement/Contract.

### M

**MENU CHANGES:** No menu changes after September 1<sup>st</sup>. Any changes after September 1<sup>st</sup> will incur a **\$25.00 FINE** for each change or omission. See *Fines & Violations*.

**MENU SIGNAGE & PRICE LIST:** At each concession booth/stand the menu must be easily visible and readable from the front of the booth/stand and can not be obstructed by patrons. Anytime it is determined a concessionaire has changed a menu without written permission from Concession’s Audit Department or Fair Management a **\$200.00 FINE** per incident will be levied. See *Fines & Violations*.

**MERCHANDISE:** Concessions cannot sell merchandise of any type and cannot display promotional material such as fliers to advertise your organization for the general public to take.

**MINIMUM GUARANTEE:** If the minimum guarantee of \$4,500.00 for food and non-alcoholic beverage sale, \$2,500.00 minimum guarantee for alcoholic beverage sales is paid to the Fair the Board of Directors may make the determination to exclude that concessionaire from operation during future Fair.

### N

## 2018 CONCESSION RULES & REGULATIONS

**NO CONSUMPTION OF ALCOHOL AND/OR CONTROLLED SUBSTANCES:** No consumption of alcohol and/or use of a controlled substance in concession booth/stands by volunteers/employees is permitted. Violation of this policy will result in a **\$500.00 FINE** and deemed a breach of contract and appropriate action will be taken by the Kern County Fair Management. See *Fines & Violations*.

**NON ALCOHOLIC BEVERAGE REFILLS:** Refill sales will **not** be permitted at any concession. No P.O.P. merchandising or logo souvenir cups/containers for beverages can be sold/permitted without permission from Fair Management.

**NON SUFFICIENT FUNDS:** The Fair will charge \$30.00 on all checks refused by the bank.

# P

## **PAYMENT SCHEDULE:**

Concessionaires' payment are as follows:

- A non-refundable \$500.00 deposit for contract processing
- Pay 25% of Daily Gross Sales, (less 7.25% sales tax) or a \$4,500.00 minimum guarantee, whichever is greater
- Mid-fair settlement due on the seventh (7<sup>th</sup>) day of business, upon receipt of total percentage from the Auditing Department
- Concession food and non-alcoholic beverages percentages are due and payable for the full run of the Fair, in the Audit Department no later than 2:00pm, Monday, following the conclusion of the Fair

Alcohol Beverage Concessionaire payment schedule as follows:

- A non-refundable \$500.00 deposit for contract processing
- \$170.00 per empty ½ keg of beer
- \$50.00 per empty 1/6 keg of beer
- \$40.00 per 18 liter box of wine purchased
- \$1.50 each bottle/ can alcoholic or nonalcoholic beverages
- **\$10.00 per 24oz. can of beer**

### No generic cups permitted

- Beer – 16 oz. clear cup brand logo \$5.00 each
- Wine - 10 oz. glass \$4.00 each
- Wine cooler - 12 oz. \$4.50 each
- Hard liquor and wine based specialty drink - 25% of (CASH REGISTER TAPE REQUIRED).
- Specialty Wine and Beer Brands, in bottles or cans \$7.00 each
- Alcohol Beverage Concession monies are due and payable for the full run of the Fair, in the Fair

Accounting Office no later than 4:00p.m. FRIDAY, following the conclusion of the Fair. Monies not paid by due date will incur a 2.5% penalty which accrues for each 30 days past due until paid.

IT IS THE RESPONSIBILITY OF THE CONCESSIONAIRE, NOT THE FAIR, TO TRACK AND BALANCE ALL ALCOHOL RELATED INVOICES.

Payments must be made by CHECK OR CREDIT CARD. CASH will no longer be accepted.

**PERMANENT CONCESSION BUILDINGS:** It's a privilege to operate a permanent concession stand and is determined by Fair Management and the Kern County Fair Board of Directors.

- There will be no remodeling, renovation or painting of any permanent structures without prior written request outlining, in detail, work to be done. Requests should be directed to Fair Management, or if applicable to the State Fire Marshal and California Construction Authority.

## 2018 CONCESSION RULES & REGULATIONS

- Concessionaire shall be responsible for maintaining their concession facility in good condition and repair throughout the year and shall insure that the concession facilities are washed, clean, and painted as often as necessary to maintain a good appearance. Concession stands in obvious need of repair or maintenance are unacceptable and will be repaired by the Concessionaire immediately upon Fair Management's notice.

**PRE-FAIR OPERATIONS:** Concessionaire agrees that if they want to open a few days before the Fair begins they must have prior approval from Fair Management, registers must be read before opening and fees will be paid at the established contract rate. **Remember you need second cash register for back-up.**

**PERSONNEL:** Concession booth/stands must be staffed at all times during *Hours of Operation/Official Fair Hours* by providing an adequate number of personnel in the concession booth/stand to properly service and attend to the patrons. Accessibility for the visitors has to be guaranteed. Management, employees and volunteers must remain within the confines of the space while conducting business. **Children under the age of 18 are not permitted in a concession without a valid work permit and prior approval of Fair Management.** See *Hours of Operation/Official Fair Hours*.

**PROPANE:** If your concession requires propane please arrange for service two (2) weeks prior to the opening of fair. Propane service will not be permitted once fair is in progress.

**PUBLIC HEALTH:** All laws, ordinances and regulations of the *State of California, Kern County Public Health Services Department, Environmental Health Division* and *City of Bakersfield* pertaining to public health will be in effect and every Concessionaire must comply. Violation of *County of Kern Public Health Services Department Environmental Health Division* requirements is sufficient cause for Fair to revoke participation privileges. *Kern County Public Health Services Department, Environmental Health Division* inspectors will check all booth/stands during Fair and supply copies of their reports to Fair Management. Concessionaires are expected to make all necessary changes or repairs as required by the *Kern County Public Health Services, Department Environmental Health Division*.

In addition, each day during the Fair an *Environmental Health Specialist* will conduct a routine food facility inspection. A designated manager of the concession should be on site each day to answer questions the Health Specialist might have.

## R

**RECYCLING:** The *County of Kern Waste Management* will place red/blue containers on the grounds for plastic bottle recycling. Concessionaires, employees, volunteers are urged to inform each person who makes a purchase of a plastic beverage container to "BE SURE TO RECYCLE IN THE DESIGNATED RED/BLUE RECYCLE CONTAINERS".

**"BE SURE TO RECYCLE IN THE DESIGNATED RED/BLUE RECYCLE CONTAINERS".**

**REGISTER TAGGING:** Kern County Fair Auditors will check each booth/stand to record the model numbers and serial numbers for all cash registers, including backup registers. Once it is approved for use, each register will get its own register tag. Register tagging will be conducted **Monday, September 17<sup>th</sup> from 11am to 3pm.** Opening "Z" readings will be required at that time. Please be aware that registers cannot be used for sales until they have been tagged and the information has been recorded. If your booth/stand opens prior to Opening Day you will need to notify Jeannie Burton @ 833.4917 or [www.jburton@kerncountyfair.com](mailto:www.jburton@kerncountyfair.com) to make an appointment for your registers to be tagged ahead of schedule. A **FINE of \$50.00** will be invoiced to concessionaires who fail to be available during these hours.

**REGISTER TAPES:** Under the Rental Agreement/Contract, all cash register tapes documenting your sales are to be turned over to the Kern County Fair Auditors daily. For the purpose of maintaining an accurate audit trail, all cash register tapes need to be identified by the Kern County Fair register tag number, name of booth/stand, space number and date. See *Fines & Violation*

## 2018 CONCESSION RULES & REGULATIONS

**R.V. PARKING:** There are no facilities for overnight parking in the paid parking lots. A limited number of exhibitors, concessionaires can park in the RV/Camper lot, located near Gate 32-A, **\$400** - Camping + **\$100** - Gate 32A Fee

- Must live outside 20 mile radius from the Fair – No dry camping
  - **NEW** Pre-payment will reserve your RV spot *until full* – remaining spots are first-come, first-serve until filled.
  - Electric/Utilities are limited. Power and water in the RV/Camper area is on a first come, first serve basis.
  - Exhibitors/Concessionaires will be responsible for all pumping charges.
    - **Pumping:** (*\$50 cash per pump up to 100 gallons*)
      - Available Monday, Wednesday and Friday mornings
      - Illegal dumping will result in a Fine and loss of future camping privileges
- United Site Services Pumping Services:** Tavo: (661) 201-2863 • Nathan: (661) 978-1126
- The *Kern County Fair* will not be responsible for monitoring your RV/Camper.
  - Pets in the R.V. area must be leashed or fenced at all times. Owners must clean up after their pets.

## S

**SALES TAX:** Concessionaire will include the **7.25% sales tax** in the menu price shown to the general public.

**SERVICING CONCESSION AREA:** Concessionaire agrees that servicing of concession with personal vehicles or supplier vehicles be completed prior to **9:00am** each day. Failure to comply with this policy can result in a fine or other appropriate action by the Kern County Fair Management.

**THIS IS A LIABILITY AND SAFETY ISSUE THAT SHOULD BE TAKEN VERY SERIOUSLY!**

**SIGNAGE:** No corporate identification of any food or beverage product **OUTSIDE** the concession booth/stand will be permitted. This includes banners, pennants, flags, streamers, and menu boards. All point of sale advertising inside a concession area must be pre-approved by Kern County Fair Management. Fair icon "*KC the Bull*" **cannot** be used or made a part of any alcoholic beverage sales promotion or advertising.

**NO SANDWICH BOARD ADVERTISING IS PERMITTED OUTSIDE ANY CONCESSION BOOTH/STAND OR EXHIBIT SPACE**

**SMOKING:** As a State facility, the Kern County Fair does not permit smoking within any covered structure or building. Smoking is prohibited within 25' of main entrance, exits, and operable windows of any buildings that is owned, leased and occupied by the State of California. The consumption or possession of alcohol or a controlled substance is strictly prohibited in any concession rented space of the Kern County Fair. **Violation of this policy will result in a \$50.00 fine and/or immediate expulsion.**

**SODA:** (Bag in a Box) both plastic and cardboard are co-mingled in the fair recycling program. Pull the plastic liner from the box, empty and flatten the cardboard. Make sure the plastic liner is completely empty and place it in the stack of cardboard for pickup as usual.

**SPECIAL DAYS:** It is not mandatory, but we encourage your concession opening early to accommodate the fair visitors on the following special days:

- **Special Friends Day - Gates open at 9:00 am Thursday, September 20<sup>th</sup>**
- **Senior Day - Gates open at 9:00am Friday, September 21<sup>st</sup>**
- **School Days - Gates open at 9:00am Tuesday, September 25<sup>th</sup> & Wednesday, September 26<sup>th</sup>**

**STOCK TRUCK PARKING PERMIT:** If you plan to park a Stock Truck on the Kern County Fairgrounds you will need a "*Stock Truck Parking Permit*", which can be purchased at the "*Will Call*" office for \$50.00, and must be purchase prior to parking. *Stock Truck Parking Permits* must be visible on the vehicle. Any Stock Truck vehicle without a permit will be **FINED \$100.00**. See *Fines & Violations*.

## 2018 CONCESSION RULES & REGULATIONS

### T

**Telephone Service:** *Valley Telephone & Data Cabling Inc.* serves all of the telephone needs for the Kern County Fair. Telephone service may not be available in certain locations on the Fairgrounds or in the commercial exhibit buildings. In the commercial exhibit building service is only available along the walls. To order phone line service please call *Valley Telephone & Data Cabling Inc.* at Cell: 661-201.8232; [ben@valtelserv.com](mailto:ben@valtelserv.com); Office: 661.589.4393; Fax: 661.633.1886 & [www.valtelserv.com](http://www.valtelserv.com) one (1) month in advance to move-in.

**TIP JARS:** There will be no placing of “TIP JARS” on/at any booth/stand. The solicitation of “TIPS”/DONATIONS either visually or vocally on the Fairgrounds is strictly prohibited **\$50.00 FINE**. See *Fines & Violations*

### U

**UTILITY CONNECTIONS:** Concessionaire agrees that portable food stands will not make hardwire connections into Fairgrounds equipment. All units must comply by adapting to fairground connections and receiving approval by the Fair Electricians. The Fair will provide a **MAXIMUM OF 50 AMP’S** to portable food stands. All connections must be covered or roped off for safety reasons. If your food service requires more than 50 AMP’S you will pay an additional fee calculated on the additional AMP’S provided by the Fair Electrician.

### V

**VEHICLE PARKING:** Concessionaire agrees that parking of vehicles by or near a concession booth/stand is PROHIBITED. Concessionaire further agrees that failure to adhere to this parking restriction will result in vehicles being towed from the premises at concessionaire’s expense.

**VEHICLE RULES:** To ensure a safe fairground for both the public and all who work here, the following vehicle rules apply at all times:

- The maximum speed limit is 15 MPH and pedestrians always have the right-of-way.
- All roadways on the Fairgrounds are fire lanes and any vehicle parked in or blocking a fire lane is subject to being towed at the owners’ expense.
- There is no parking on the grounds by or near a concession booth/stand failure to adhere to this parking restriction can result in vehicle being towed from premises at owners’ expense. All vehicles are to be parked in a designated lot/area.
- Parking passes are nontransferable. Hangers/permits must be properly displayed on rear view mirror. Any vehicle found with an unauthorized or counterfeit parking hanger/permit will be towed at owners’ expense. In addition, the registered purchaser of authorized hanger/permit is liable for a fine up to the full face value of said hanger/permit. Vehicles with stickers/permits taped or otherwise placed on dash will be required to properly a fix them before entering the parking area.
- Do no pass a stopped tram. Treat a tram as you would a stopped school bus.

**VOLTAGE:** Inside Concessionaires requiring 220v (15 AMP’S to 50 AMP’S) must be along the wall. 220V is not available to a Concessionaire from any drop cord or outside space. If additional power is required and can be provided by Fair, a minimum of \$50.00 per AMP will be charged to the Concessionaire.

## 2018 CONCESSION RULES & REGULATIONS

**VOUCHERS OR TICKETS:** No vouchers or tickets can be printed by a Concessionaire or outside group for donated, discounted food and/or beverage without prior permission from Kern County Fair Management. If any Concessionaire is approached by a fair staff, volunteers or outside groups requesting donated or discounted food and/or beverage, immediately inform Kern County Fair Management.

## W

**WATER HOSE:** Water hoses must be NSF green or NSF approved with green tape that can clearly be identified by the County of Kern Environmental Health Services Department inspectors. Concessionaire will supply food grade hoses. No garden hoses are permitted.

**WIRELESS NETWORK:** Free Wi-Fi on the Fairgrounds, but we cannot guarantee availability of service, therefore the Fair recommends you provide your own portable Wi-Fi if your business depends on it.

**WORK PERMITS:** Minors under the age of 18 (required to attend school) may not work or volunteer without a valid work permit "Statement of Intent to Employ and Work" and a "Request for Work Permit" (CDE B1-4) California Education Code (EC) 4911(c) and be available for inspection. You are required to adhere strictly to all applicable child labor laws.

**WORKERS' COMPENSTION INSURANCE:** "Workers' Compensation coverage shall be maintained covering contractor/renters' has employees, as required by law." As stated in Item I.A.3 #c Workers' Compensation (California Fair Services Authority). You are required to provide a copy of Workers' Compensation or sign the Workers' Compensation Exempt Statement.

**WORKPLACE HARASSMENT POLICY:** The Kern County Fair is committed to providing a workplace that is respectful of all. Offensive or harassing behavior towards any employee or volunteer will not be tolerated. This policy also applies to vendors, concessionaires, event guests, entertainers, volunteers and other business partners who enter our workplace.

Offensive conduct or harassment of a sexual nature, or based on race, color religion, age, gender, sexual orientation, national origin, disability, veteran status or any protected status is strictly prohibited. This may include but is not limited to offensive or inappropriate:

- Physical actions or requests for sexual favors
- Written words, graphics or pictures
- Verbal statements including jokes or slurs

Complaints should be made to the Kern County Fair Management where there will be an immediately investigated. Workplace harassment by a Kern County Fair business partner, including vendors and concessionaires is a violation of the policy and could lead to dismissal from the event.

**WRISTBANDS:** No Concessionaire can distribute wristbands to the general public, volunteers, and employees attending the Fair for the purpose of advertising, promotion and solicitation to support an organization or offer a discount for a food or beverage item.

Please advise your staff and volunteers that it is against Fair policy to wear T-Shirts, display posters or stickers, and/or hand out flyers that promote any organization other than the one you are representing in your booth/stand or concession. It is considered a violation of your agreement with the Fair.

**ALL RULES & REGULATIONS ARE SUBJECT TO CHANGE WITHOUT NOTIFICATION**

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# 2018 CONCESSION RULES & REGULATIONS

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