

# 2019 New Mexico State Fair Vendor Manual

*Upon signing your contract you certify that you have read, understand, and agree to be bound by the provisions outlined in this Manual.*

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## **PARTICIPANT CLASSIFICATION**

Concessionaire – a participant that sells packaged or prepared foods and non-alcoholic beverage items. A food or beverage item is considered to be any product that is edible and/or designed for consumption immediately after purchase.

Commercial Exhibitor – a participant that sells non-food products or services directly to the public with the purpose of generating immediate or future sales.

Informational/Non-Profit Exhibitor – a participant who would like to have a presence for informational purposes of their group/organization/club.

Sponsor – any of the above participants may also be a New Mexico State Fair Sponsor. A sponsor is a person or company who supports and endorses the Fair. Sponsors must comply with the provisions of the Space Agreement and this Manual.

## **SPACE AGREEMENT**

Every concession or commercial exhibit participating in the Fair must have a signed space agreement. The space agreement is the only document that guarantees a space on the fairgrounds. The space agreement must be signed by the participant and by an authorized representative of Fair management prior to participation.

Upon execution of the space agreement, it is the responsibility of each individual or business to abide by all the terms and conditions of the Space Agreement and this Manual. Failure to comply may constitute grounds for termination of the space agreement and may result in forfeiture of all payments, rights and privileges of the individual or business.

Space Agreements are for the current Fair only and do not carry over year to year.

Only those products or services that are listed on the Space Agreement may be promoted, sold, or displayed. If a request to sell or promote certain items on the application is not reflected on the Space Agreement, those items or activities were not approved. Any changes in the availability of items for sale, the purpose or activity, or a change in the amount of space must receive approval from the Fair before the change can be instituted and must be included in written amendment to the Space Agreement.

Should participants fail to submit required documents and fees, as stated in the Space Agreement or this Manual, the Fair reserves the right to cancel the Space Agreement.

## **PAYMENT SCHEDULE**

Payments are not accepted prior to the issuance of a Space Agreement and will be returned.

Most Space Agreements will have two payment options available. Space Agreements must be paid in full according to the first payment option in order to benefit from the fee reduction. Applications received after August 1<sup>st</sup> and awarded a Space Agreement will not benefit from the fee reduction extended to those applications submitted prior to August 1<sup>st</sup>.

Any service or utility fees not included in the Space Agreement are due upon receipt of a bill.

If the Space Agreement fee is a percentage based on sales, payment is due by the date stated on the Space Agreement.

All payments for space fees must be made with cash, money order, cashier's check, certified check, or credit card. All payments made with credit card will have a 3% convenience fee added to total due. No personal or business checks will be accepted.

All Space Agreements must be paid in full prior to opening of business on the first day of the Fair. If the concessionaire or exhibitor has not paid in full and opens for business, the Fair has the right to close the booth until full payment is made or cancel the Space Agreement without further notice and have the concessionaire or exhibitor immediately remove merchandise/equipment from the fairgrounds.

Failure to pay all fees associated with the space agreement may result in the concessionaire or commercial exhibitor being permanently banned from doing business with the Fair.

**CANCELLATIONS AND REFUNDS**

A concessionaire or exhibitor desiring to cancel a Space Agreement must notify the Fair in writing or by e-mail stating the reason for cancellation. Phone calls are not an acceptable method to cancel a space, **it must be in writing or by e-mail.**

Written notice of cancellation received by the Fair from concessionaire or exhibitor after payment of fees:

Before August 1st	50% of fees paid will be refunded.
On or after August 1st	No refund of fees paid.

All refunds due will be mailed within 90 days of the approval date of your request.

**SUBLEASING**

Concessionaires and exhibitors shall not sublease any portion of the services to be performed under the Space Agreement without the prior written approval of the Fair. Subleasing consists of:

- A. Allowing another person or company to display or sell from the assigned space.
- B. Exhibiting, selling, or distributing literature or product for any other entity other than the assigned concessionaire or exhibitor.

Upon request by Fair, concessionaire or exhibitor agrees to provide paperwork showing legal ownership of company providing services under the Space Agreement.

**NONCOMPLIANCE**

In the event that the Concessions & Commercial Exhibits Department determines an infraction of the Fair policies outlined in the Space Agreement or this Vendor Manual has occurred, penalties will be assessed according to the following schedule:

- First violation: Written warning or citation,
- Second violation: \$200.00 fine,
- Third violation: Agreement termination and eviction, and/or future participation privileges revoked.

All infractions will be documented and become a permanent record of concessionaire or exhibitor file. Violations do not have to be of the same nature for this step structure to apply. It will be the responsibility of the concessionaire and exhibitor to make their employees aware of the rules and policies required.

**INSURANCE REQUIREMENTS**

**Public Liability and Property Damage Insurance** Contractor shall, at Contractor's expense, obtain and keep in force during the term of this Contract, a policy of comprehensive public liability insurance, insuring the parties against any liability arising out of the use, occupancy or maintenance of the Space and the New Mexico State Fairgrounds issued by an insurer authorized to do business in New Mexico. Such insurance shall be in the amount of not less than one Million Dollars (\$1,000,000.00) for injury or death of more than one person in any one accident or occurrence, including One Million Dollars (\$1,000,000.00) for injury or death of any one person in any one accident or occurrence. Such insurance shall further insure the parties against liability for property damage in the amount of not less than One Hundred Thousand Dollars (\$100,000.00). As an Alternative, Contractor may provide a split limits policy with minimum limits of Seven Hundred Thousand Dollars (\$700,000.00) for bodily injury or death per person, One Million Dollars (\$1,000,000.00) bodily injury or death per occurrence and One Hundred Thousand Dollars (\$100,000.00) property damage per occurrence.

**Insurance for Contractor's personal property** Contractor shall obtain contents insurance for all personal property in the Space and New Mexico State Fairgrounds owned by Contractor in an amount to be determined by Contractor. Fair shall not be required to obtain such contents insurance or make payment for such insurance.

**Additional insured, notice and default requirements** All policies of insurance shall contain a provision in the insurance policy providing for Fair to be an additional insured and to receive the required notice due to the provisions of this Contract or the insurer shall issue and policy endorsement or rider naming the Fair as an additional insured. All such policies shall be written as primary policies not contributing with and not in excess of coverage which Fair may carry.

**Worker's Compensation** Contractor shall obtain and keep in force appropriate Workers' Compensation insurance as required by law.

**Miscellaneous requirements** Contractor shall make available for Fair's inspection, copies of the policies of liability insurance required herein and certificates evidencing the existence and amount of such insurance with loss payable clauses satisfactory to Fair. Contractor's obligations to obtain the insurance provided for above may be satisfied by inclusion of the Space within the coverage of a blanket policy or policies of insurance carried and maintained by Contractor, provided, however, that Fair shall be named as an additional insured there under and that notice be given to the Fair, as previously required in this section and that the coverage afforded Fair will not be reduced or diminished by reason of the use of such blanket policies of insurance, and provided further that the requirements set forth herein are otherwise satisfied.

To the Extent permitted by New Mexico Law and under their respective insurance policies, Contractor and Fair waive all rights against each other for damages arising out of any damage to or destruction of the Contractor's Space caused by fire or other perils insured against.

### **HOURS OF OPERATION**

The Concessions & Commercial Exhibits office is open at 8:00 a.m. and closes at 5:00 p.m. each day of the Fair. Otherwise, office hours are 8:00 a.m. to 5:00 p.m. Monday through Friday.

All concessions and exhibits must be open, staffed and in full operation every day of the Fair during the specified times listed below.

Thursday Opening Day – 10:00 a.m. through 9:00 p.m.

Sunday through Thursday – 10:00 a.m. through 9:00 p.m.

Friday and Saturday – 10:00 a.m. through 10:00 p.m.

The Commercial Exhibit Complex will be open to concessionaires and exhibitors daily beginning at 8:00 a.m. once the Fair begins. Entrance may be accessed through the back roll-up door and will only be allowed to those vendors wearing an exhibitor badge.

The Commercial Exhibit Complex will be cleared and secured every night at closing time. Articles on display should be covered and secured by each exhibitor after the closing hour each night. This must be done as rapidly as possible. The building coordinator will then check the building and secure all doors.

Businesses operating outdoors may open earlier than 10:00 a.m. and remain open until 12:30 a.m., if security allows.

Management reserves the right to change opening and closing time.

### **CREDENTIALS**

Advance purchase of all credentials must be made through the Concessions & Commercial Exhibits Office in conjunction with the payment of your Space Agreement. A minimum of two (2) badges allowing Fair admission have been added to the total cost of your Space Agreement. Additional admission passes and all parking passes may be purchased at a discounted rate prior to September 1<sup>st</sup>. All admission and parking passes will be full price beginning September 1<sup>st</sup>. Refer to the current rate sheet for the prices.

The duplication, selling or bartering of any credentials (passes, permits or badges) by a concessionaire or exhibitor is prohibited. Any duplicated credentials found in the possession of a concessionaire or exhibitor or his/her employees shall be confiscated by the Fair and the concessionaire or exhibitor may lose the privilege of current and future participation in the Fair.

Concessionaires and exhibitors are responsible for reporting all lost or stolen credentials to the Concessions & Commercial Exhibits Office. The Fair will not replace any credentials which have been lost or stolen. No exceptions will be made.

Vendors may park at Gate 8 (off of Louisiana & Lomas) with the purchase of a parking passes or at Gate 1 (off of Central Ave) for \$10 to \$20 paid at the gate daily. Parking at Gate 6 (off of San Pedro) is a pass only gate and is limited in size. Gate 6 is reserved for Villa Hispana, Indian Village, and livestock parking. A parking permit is required for Gate 6, although the parking permit does not guarantee or reserve a parking space. During peak hours, a concessionaire or exhibitor may find that the designated parking lot is full. In this case, the

concessionaire or exhibitor may be routed to another gate to park the vehicle, if space is available. Otherwise the concessionaire or exhibitor will need to make other arrangements for parking at his/her own expense.

Vendors may purchase Reserved parking through the Concessions & Commercial Exhibits office. Reserved parking is located at Gate 1 near the pedestrian entrance.

Vehicles are parked at owner's risk. The Fair and the State of New Mexico assume no responsibility for loss due to fire, theft, collision, force majeure, or otherwise, to vehicles or its contents.

Any motor vehicle which is unlawfully parked is subject to wheel booting immobilization by New Mexico State Fair personnel. An immobilization notice will be placed on your windshield. Upon payment of the One Hundred and Fifty Dollar (\$150.00) wheel boot removal fee, the wheel boot mechanism will be removed promptly as reasonable. Where the owner or operator of a wheel booted vehicle fails to make all payments within 24 hours from the time the vehicle is wheel booted, said vehicle becomes subject to being towed. Once a vehicle has been wheel booted and subsequently towed, the registered driver/owner will be responsible for all fees incurred (including wheel boot removal fee, towing and storage fee). Any person(s) who tampers with or damages an immobilizer wheel boot will be responsible for an immobilizer wheel boot replacement cost of Five Hundred Dollars (\$500.00) and face criminal charges.

### **STOCK TRUCK PARKING**

Stock trucks and oversized vehicles will not be allowed to park in general parking lots. Limited space will be designated to accommodate stock trucks at Lot 3 and a special parking permit will be required. Arrangements for those permits may be made through the Concessions & Commercial Exhibits Office.

### **SIGNAGE**

Only professionally painted signs are allowed. No hand painted signs will be permitted. Signs must be professional in appearance, be proportional to the booth size, and be located within the confines of the contracted space. Fair reserves the rights to determine the appropriateness of all signage appearance and size.

### **SOUND SYSTEMS**

Sound systems (loudspeakers, amplifiers, radios, broadcasting devices, music systems, or instruments) are a privilege regulated by the Fair. If sound is allowed, it must be of such nature as not to cause annoyance to other exhibits, concessionaires or visitors. All wiring of any sound system shall comply with NEC #70, the National Electrical Code, (2004 edition) and as specified in the Electrical Service section of this manual.

### **MOVE-IN (Indoor Facilities)**

All concessionaires and exhibitors must check-in with the Concessions & Commercial Exhibits Office prior to set-up and will receive a booth identification number which is to be kept visible in each booth during set-up.

Concessionaires and exhibitors must wear their badge at all times including set-up and move-out dates. Others assisting with move-in or tear down must wear some type of identification showing the business name.

Concessionaires and exhibitors may begin to move into the Exhibit Complex beginning Tuesday, September 3<sup>rd</sup>. Security patrol services, provided by the Fair, will begin at 5:00 p.m. that night. Hours for move-in will be Tuesday from 8:00 a.m. to 5:00 p.m. and Wednesday from 8:00 a.m. to 8:00 p.m. Concessionaires and exhibitors are to check-in with the Building Coordinator before set-up may begin. All equipment, materials and supplies must be in place and ready for operation by 10:00 a.m. on opening day of the Fair. Exhibitors failing to check in by 8:00 a.m. on opening day will have their space resold without further notice, unless the Concessions & Commercial Exhibits Department is notified and late arrival is approved.

The Fair assumes no responsibility for security of individual booths. Loitering in the building before and after business hours is not permitted.

### **MOVE-IN (Outdoor Locations)**

All concessionaires and exhibitors must check-in with the Concessions & Commercial Exhibits Office prior to set-up and will receive a utility number which is to be posted visibly on each booth for Fair trade personnel who will then connect booth to the necessary utilities.

It is recommended that concessionaires and exhibitors arrive early, if possible, to avoid the heightened activity when hundreds of concessions and exhibits move-in and erect in a very short time. Food court concessionaires

may begin set-up Monday, August 19th with the approval of the Fair. Other outdoor concessions and exhibits may begin set-up Friday, August 30th with the approval of the Fair. All structures must be in place no later than Thursday, at 10:00 a.m., on opening day of the Fair, unless the Concessions & Commercial Exhibits Department is notified and late arrival is approved.

Should a problem be encountered during move-in such as tree limbs, or utility lines, exhibitor shall notify the Concessions & Commercial Exhibits Department. No concessionaire or exhibitor shall cut tree limbs or remove Fair property to access any location.

Forklifts with operators for unloading heavy material are available on request through the Concessions & Commercial Exhibits Office. Arrangements must be made in advance and for a specific time. The cost of forklift service is \$50.00 per hour, with a one-hour minimum, and \$32.00 for each additional hour. The Fair reserves the right of first priority for use of the forklift.

### **MOVE-OUT SCHEDULE AND PROCEDURES**

All concessionaires and exhibitors must remain open until 9:00 p.m. on Sunday, the last day of the Fair, unless otherwise specified by security or the Concessions & Commercial Exhibits Department. Outside concessionaires and exhibitors may remain open beyond 9:00 p.m., if security allows.

During move-out, while crowds exist, traffic will be restricted on the fairgrounds. Safety for the public is the primary concern as exhibitors prepare to pack up and move out. A diagram and map of move-out procedures will be provided during the last week of the Fair to each concessionaire and exhibitor. A plan will be in place that will allow traffic to move in a safe and orderly fashion. Please be patient.

Security patrol services will be provided on closing night. However, the Fair is not responsible for security at individual spaces. Articles or equipment left unattended provide an open invitation to thieves. Please remove any valuable property on the last day. The Fair is not responsible or liable for theft, breakage, or any other damage.

The Commercial Exhibit Complex will be open to exhibitors until 12:00 a.m. (midnight) on closing night for the purpose of removing merchandise and portable equipment. The building will reopen at 8:00 a.m. Monday morning and all property belonging to any concessionaire or exhibitor must be removed by 5:00 p.m. that day. For security purposes all exhibitors must wear their exhibitors badge while tearing down the booths.

All outdoor concessionaires and exhibitors must have all property and belongings removed from the fairgrounds by 5:00 p.m. on Wednesday, following the last day of the Fair. Any concession or exhibit remaining on site beyond Wednesday will be charged a \$100 per day late move-out fee.

Any concessionaire charged a security deposit must have the booth cleaned by 5:00 p.m. Friday following the last day of the Fair. Failure to meet this deadline may result in a forfeit of the security deposit refund. A Concessions & Commercial Exhibits Department representative will inspect the contracted premise for damage and cleanliness prior to a refund being dispersed.

### **BOOTH STANDARDS (Indoor Facilities)**

All booths will be furnished with an 8-foot high back drape and 3-foot high side drape. Concessionaires and exhibitors must provide all materials, decorations, and equipment necessary for operation, including chairs and tables. The Fair does not provide or rent any equipment for exhibitor booth space.

Concessionaires and exhibitors may not affix signs, decorations, or display material to any permanent walls or the ceiling in any building, unless approved in writing by the Fair. Handmade signs are not allowed.

Booth display may not exceed 8' in height on any side.

Concessionaires and exhibitors may not erect canopies or tents of any type in the Commercial Exhibit Complex. In addition, concessionaires and exhibitors may not erect a canopy or tent frame for the use of displaying product in the space.

All commercial exhibitors must post their respective Return Policy in a visible location within the confines of the contracted space.

All exhibits are expected to accommodate all products and materials related to the operation of the exhibit within their booth size limits. All persons must work from within the confines of their booth. Exhibitors are not permitted to expand their space without permission from the Concessions & Commercial Exhibits Department.

Demonstration areas must be organized within the leased space so as to not interfere with any aisle traffic. Sampling and/or demonstration tables must be placed a minimum of 2 ft back from the aisle line and must ensure that the crowd does not block aisles, disturb other businesses, and prevent the normal flow of foot traffic.

All exhibits are expected to contain attractive displays and must meet Fair standards. Space must be clean and put in an attractive order prior to 10:00 a.m. each day of the Fair. All storage of supplies, boxes, cases, must be kept from public view. Empty cases and packing materials must be removed promptly from exhibit area upon unpacking. Staff must be neat and clean in their personal appearance and dressed appropriately at all times during the operation of any exhibit.

All vehicles brought onto the fairgrounds for daily restocking must enter through Gate 3 and be completed prior to 9:00 a.m. Vehicles remaining on the fairgrounds after 9:00 a.m. will be towed to an off grounds location by a private towing company. Payment of the towing fee and recovery of the vehicle is the responsibility of the vehicle operator. Supplies required after 9:00 a.m. must be brought in with a hand truck/dolly or other non-motorized means.

### **BOOTH STANDARDS (Outdoor Locations)**

Canopies and tents must be of sturdy construction to withstand the elements and must be fire retardant. All booths should be constructed so that they are secure and merchandise can be left in the booth during the night.

Flea Market set-ups (pipe and tarp) will not be allowed. All booth set-ups will be required to conform to Fair standards. Fair management reserves the right to determine the appropriateness of a concession display or exhibit.

Awnings, overhangs and any other appurtenances shall be at least eight feet above any public walkway or sidewalk.

All commercial exhibitors must post their respective Return Policy in a visible location within the confines of the contracted space.

All concessions and exhibits are expected to provide all products and materials related to the operation of the exhibit within their booth size limits. All persons must work from within the confines of their booth. No roving concessions or exhibits are permitted. Concessionaires and exhibitors are not permitted to expand their space without permission from the Concessions & Commercial Exhibits Department.

All concessions and exhibits are expected to contain attractive displays and must meet Fair standards. Handmade signs are not allowed. Space must be clean and put in an attractive order prior to 10:00 a.m. each day of the Fair. All storage of supplies, boxes, cases, must be kept from public view. Empty cases and packing materials must be removed promptly from exhibit area upon unpacking. Staff must be neat and clean in their personal appearance and dressed appropriately at all times during the operation of any concession or exhibit.

All vehicles brought onto the fairgrounds for daily restocking must enter through Gate 3 and be completed prior to 9:00 a.m. Vehicles remaining on the fairgrounds after 9:00 a.m. will be towed to an off grounds location by a private towing company. Payment of the towing fee and recovery of the vehicle is the responsibility of the vehicle operator. Supplies required after 9:00 a.m. must be brought in with a hand truck/dolly or other non-motorized means.

Unless specifically authorized by written agreement with the Concessions & Commercial Exhibits Department, advertising by concessionaires or exhibitors by means of posters, handbills, or signs on buildings, trees, posts, or other places on the fairgrounds is not allowed other than from a contracted space.

Plans for any alterations, additions, or improvements whatsoever to the existing premises must be submitted to the Concessions & Commercial Exhibits Department for approval. Construction may not begin until approval has been given. Should Concessionaire or exhibitor install air-conditioning equipment on the roof of the premises, Concessionaire or exhibitor assumes primary responsibility for any damage incurred. Any and all approved

alterations, additions, and improvements made at the exhibitor's expense and affixed to Fair property becomes property of the Fair and shall not be removed by the concessionaire or exhibitor.

Trailer units are acceptable only if they are of an approved concession type design. All units shall be skirted on all sides, including the hitch, to keep debris from gathering underneath the unit.

Storage is permitted behind stands only when space permits. All storage areas shall be screened from public view. The screening shall be neat and sturdy. Concessionaires or exhibitors failing to properly screen their storage areas shall be cited.

### **UPS/FedEx DELIVERIES PRIOR TO FAIR**

Product deliveries shipped to the Fair will not be accepted prior to Monday, August 26<sup>th</sup>, as storage facilities are not available. If you are shipping merchandise to the fairgrounds, you MUST have a representative available to receive the shipment. If it is impossible for you or your representative to be available to receive deliveries, you must have the cartage company hold your shipment at its local office until you can pick it up.

The Fair will begin accepting shipments Monday, August 26<sup>th</sup> by carriers at the Gate 3 mail trailer. Shipments must have concessionaire or exhibitor name and location clearly marked on the outside of the package. The Fair's physical address is 300 San Pedro NE, Albuquerque, NM 87108. Concessionaires and exhibitors will need to make their own arrangements in relocating the packages to their leased space. The mail trailer will be open beginning September 3<sup>rd</sup> for package pick up from 7:30am to 5:30pm. Pick up prior to September 3<sup>rd</sup>, please visit the Concessions & Commercial Exhibit office.

### **UPS/FedEx and OTHER DELIVERIES DURING FAIR**

Fair retains the rights to determine all vehicle and delivery paths. All personal deliveries for daily restocking must be made through Gate 3 and completed prior to 9:00 a.m. Vehicles on the fairgrounds may not be driven at more than 5 m.p.h. Any vehicle found parked in exhibit areas, including streets within exhibit area boundaries after 9:00 a.m. will be towed to an off grounds location by a private towing company. Payment of the towing fee and recovery of the vehicle is the responsibility of the vehicle operator. Supplies required after 9:00 a.m. must be brought in with a hand truck/dolly or other non-motorized means.

Shipments must have concessionaire or exhibitor name and location clearly marked on the outside of the package. The Fair's physical address is 300 San Pedro NE, Albuquerque, NM 87108. Concessionaires and exhibitors will need to make their own arrangements in relocating the packages to their leased space. The mail trailer located at Gate 3 will be open for package pick up from 7:30am to 5:30pm.

### **PERCENTAGE SPACE AGREEMENTS**

Concessionaires and exhibitors that are required to pay a percentage of gross receipts (less state gross receipt tax) shall use an approved electronic or computerized cash register method for reporting purposes which must have the following features:

1. A digital display
2. A non-re-settable cumulative grand total
3. A minimum 30 day, battery powered memory protection system
4. An "X" and "Z" counter reading
5. Consecutive transaction numbers
6. Current grand total
7. Current printed date on detail tape
8. A key protector

"Gross receipts", means all monies paid or payable, whether for cash or credit, to the concessionaire or exhibitor for sales made or service rendered at the Fair.

If more than one register is in use, a separate "Z" tape must be submitted from each cash register.

Cash drawers must be closed following each sale. Continuously open cash drawer or use of a cash box or apron is prohibited.

The information documented in the "Z" tape shall be used to prepare the gross receipts reporting forms. Instructions and report forms are included in your Space Agreement packet. A coordinator from the Concessions



& Commercial Exhibits Department will collect your reporting forms as per the schedule in your Space Agreement packet. Additional forms can be acquired from the Concessions & Commercial Exhibits Office.

Each concessionaire or exhibitor is responsible for preparing the reports, keeping the proper receipts and void slips, filing out report sheets, locating missing voids and making certain the proper dates are shown on all "Z" readings. All documentation must be complete and ready on each day of collection.

Payment is due no later than the date stated on the Space Agreement.

**FOOD CONCESSIONS**

No food establishment may open for business until a fire, propane, and environmental inspection has been made and the establishment has passed all inspections.

No food product may be demonstrated, sold, dispensed, distributed, or sampled until a valid food service permit is issued by the New Mexico Environment Department. Food samples are not to exceed 2 fluid ounces or be larger than 1-inch square. All food products must be dispensed according to the Food Service Act and the Food Service and Processor Regulations.

All food vendors are required to attend one Environment Department Food Safety Class. Food Safety Training must be completed by all owners and other persons who supervise employees prior to the issuance of a permit. At least one person who attended the training must be present in the booth at all times. Classes are offered:

<u>Date</u>	<u>Time</u>	<u>Location</u>
Wednesday, August 28 <sup>th</sup>	6pm – 8pm	African American Performing Arts Center - Auditorium
Wednesday, September 4 <sup>th</sup>	3pm – 5pm	African American Performing Arts Center - Auditorium

Food concessionaires must submit their menu and price list with the application. Only those items listed will be considered for inclusion on the contract. Only those items listed on the contract have been approved for sale. The Fair reserves the right to have items removed from the menu if an item is found to be priced unreasonably or fails to maintain an appropriate product mix. Any menu or price change must be submitted to the Concessions & Commercial Exhibits Office in writing, and approved by the Concessions & Commercial Exhibits Department, before a change can be instituted. A menu board with pricing of all items for sale must be posted at each food concession location.

The New Mexico State Fair asks that all concessions use Trans-fat-free oil.

Concessionaire may only sell or dispense drinks in disposable plastic bottles, foam or paper cups. Glass containers are not permitted.

Each concessionaire must operate an electronic cash register system which shall have the following features:

1. A digital display
2. A non-re-settable cumulative grand total
3. A minimum 30 day, battery powered memory protection system
4. An "X" and "Z" counter reading
5. Consecutive transaction numbers
6. Current grand total
7. Current printed date on detail tape
8. A key protector

Cash drawers must be closed following each sale. Continuously open cash drawer or use of a cash box or apron is prohibited. Concessionaire must follow the exclusive grants provided by Fair

The information documented in the "Z" tape shall be used to prepare the gross receipts reporting forms. If more than one register is in use, a separate "Z" tape must be submitted from each cash register. Instructions and report forms are included in your Space Agreement packet. A coordinator from the Concession & Commercial Exhibits Department will collect your reporting forms as per the schedule attached to the original form included in your Space Agreement packet. Additional forms can be acquired from the Concessions & Commercial Exhibits Office.

Each concessionaire is responsible for preparing the reports, keeping the proper receipts and void slips, filing out report sheets, locating missing voids and making certain the proper dates are shown on all "Z" readings. All documentation must be complete and ready on each day of collection.

Permanent food locations – any changes needing to be made to the suppression system to accommodate concession set up will be at the sole cost of the Concessionaire. No changes may be made without prior Concession Department approval and must be made by a licensed plumber.

### **EXCLUSIVE GRANTS BY FAIR**

Fair currently has an exclusive agreement with a provider for all carbonated beverages, bottled water, isotonic sports drinks, ready to drink teas, and energy drink products sold or dispensed on the Fair's grounds. Contractors approved to sell or dispense all such beverages are required to purchase supplies and product from the Fair. Selling, dispensing, or advertising any other brand is prohibited, including signage, i.e., cups, fountain taps, posters, etc.

A commissary will be on location to maintain needed inventories of supplies and product. All product must be purchased from the Fair's commissary on the fairgrounds in the specific size exclusive to the New Mexico State Fair.

Fair also currently has an exclusive agreement with a provider for all lemonade/limeade drinks or any other flavor combination including lemon or lime.

### **INSPECTIONS AND PERMITS**

All inspectors, law enforcement officials, Fair management and Concession & Commercial Exhibit Department employees have the right during reasonable hours, to enter a concession or exhibit booth in the discharge of their duties for the purpose of making any investigation or inspection.

No concessionaire or exhibitor may open for business until the necessary fire, safety, construction industries division, and environmental inspections have been made and the establishment has passed all inspections.

An inspector may cause immediate discontinuance of service to any installation, device, appliance, or equipment found to be dangerous to life or property because it is defective, faulty in design, installation does not meet code, or has been incorrectly installed.

Any booth, operation or business that fails to comply with any environmental, construction industry, safety, or fire code requirements will be subject to immediate closure until compliance is made.

### **REGULATORY AGENCIES**

Representatives of the following agencies and departments shall be allowed access to all areas on the fairgrounds:

1. NM Environment Department – 505/222-9500
2. NM State Fire Marshal – 800/244-6702
3. Regulations and Licensing Bureau, NM Construction Industries Division – 505/286-4616
4. Employment Service Bureau – 505/841-8983
5. NM Taxation & Revenue Department – 505/841-6263
6. Worker's Compensation Administration – 505/841-6000
7. The Fair's safety consultant
8. Law Enforcement Agencies
9. Fair Management and Concession & Commercial Exhibit Department staff

The cooperation of concessionaires and exhibitors with these agencies and people is required.

### **ELECTICAL SERVICE**

A complete listing of all electrical equipment and appliances including watts, amps and voltage needs must be submitted to the Fair with the signed space agreement on the equipment list form provided in the Space Agreement packet. A concession or exhibit may be held responsible for any damage or costs incurred due to electrical overloads caused by equipment that was or was not on the equipment list. The Fair assumes no responsibility or liability for any failure of electrical service of any kind, nor damage to equipment or property caused by drops or increases in power supply, low voltage, power surges, or improperly wired equipment.

The Fair will provide one electrical hookup for each booth that has requested and paid for the electrical service. Concessionaires and exhibitors must furnish all materials necessary to connect to the utility source. All exterior equipment must be plugged into the concession or exhibit booth. It is the concessionaire's and exhibitor's responsibility to ensure that they have adequate power for any additional equipment.

The Fair's electrician reserves the right to refuse to connect service to a booth that is not safe or wired according to the state building and electrical codes. Prior to hookup, all booths must have been inspected by the local electrical governing authorities (State Inspector). An inspection certificate must be available for examination by the Fair electrician upon hookup or hookup will not occur. The electrician shall have access to all concession and exhibit electrical panels upon request.

All concessionaires and exhibitors must check in with the Concessions & Commercial Exhibits Office prior to set-up and receive a utility hook-up number which is to be posted visibly on each booth for Fair trade personnel who will then connect your booth to the necessary utilities.

Under no circumstances shall anyone other than the Fair electrician make electrical connections to distribution panels.

All wiring of stands/booths must be up to code in the approved wire gauge and breaker size. A Fair electrician will be available to answer any questions.

All electrical must meet all current adopted codes, NEC #70, the New Mexico Electrical Code and the National Electrical Code. There will be no exceptions made for anyone for any reason. Concession operators and exhibitors must provide 100 ft of proper gauge and approved cable for connection between booth/stand location and existing electrical panels.

All equipment regardless of source of power must comply with all national, state and local safety codes. When exhibitors purchase tools and appliances, they should check for the Underwriters Laboratories (UL or any of the listed Nationally Recognized Testing Laboratory NRTL providers on the OSHA webpage <https://www.osha.gov/dts/otpca/nrtl/nrtllist.html>) seal of approval. All cords used to connect to a power source shall be 3 wire grounded type and must be wired according to code using compatible wire size and breaker size. Cords shall not be damaged or have any repairs evident other than listed cord end replacement, all grouping pins on the male adapters shall not be damaged or removed.

The following will be required:

<b>Breaker</b>	<b>Wire Size</b>	<b>Breaker</b>	<b>Wire Size</b>
20 amp	12	60-70 amp	6
30 amp	10	70-80 amp	4
40-50 amp	8	100 amp	2

Concessionaire must provide 100 feet of proper size approved cable to connect to New Mexico State Fair Distribution Panels.

- For 120 volt service.....3-wire cable
- For 208 volt service.....4-wire cable
- For 120/208 3 phase service.....5-wire cable

All booths shall be wired in conduit. Romex is not allowed. Extension cords that are less than 14 gauge rating in size shall not be allowed. Approved multi-plug adaptors are allowed in the Commercial Exhibit Complex upon approval by the Concessions & Commercial Exhibits Department and shall have a breaker switch that will activate and shut-off the current if the adaptor is overloaded. Electrical power strip bars equipped with UL (or any of the listed Nationally Recognized Testing Laboratory NRTL providers on the OSHA webpage <https://www.osha.gov/dts/otpca/nrtl/nrtllist.html>) approved circuit breakers are allowed for use, but may not be connected in sequence. All power connections must be inspected prior to use and operation.

All decorative light or other such light for booths shall not exceed 60-watt lamps. Absolutely no halogen lights or power floods are allowed.

Multi-plug adaptors, extension cords and other items that are being used by an exhibitor that are not in compliance with the requirements stated in this Manual shall be immediately disconnected.

All power cords that feed concessions that lay on the ground must be a minimum rating of 5E00W, NEC and shall also be protected with a ground fault circuit interrupter device. All approved cords or wires crossing any walkway or means of egress must be protected by UL listed floor track cable positioning duct, modular cable protecting system, or cable bridges which shall be secured in place. Rubber mats are not allowed.

Do not overload extension cords, or use octopus fixtures that enable several appliances to be run from a single outlet. Only approved electrical extension cords that are UL listed and are in compliance with NFPA #70 that meet a minimum 14 gauge rating with three prong plugs (grounding wire) may be used. Extension cords will be one length from the device to the outlet. Cords will not run along pedestrian travel or egress, unless approved as stated above, this includes taping the cord to the floor. There will be no electrical hookups made unless existing hardwire is within 6 feet (maximum permitted length of an extension cord) of the device. Extension cords are prohibited to be extended or supported by trees. Any riser supporting extension cords are to be grounded. **No household electrical extension cords (2 wire extension cords) are allowed to be used in concession and exhibit booths or locations.**

Many electrically caused fires can be traced to faulty cords, outlets and switches. Check them often to prevent accidents. Do not repair damaged cords with tape. Replace them.

Portable generators must have an inspection by the Authority having jurisdiction prior to use or operation anywhere on the fairgrounds.

Installation of a GFI outlet is required for any electric outlet which is within six (6) feet of a water source. All hot tub booths must have GFCI protection for each water display. The Fair will not provide these breakers.

Electrical service for all locations will be disconnected by 12:00 a.m. on closing night.

### **NATURAL GAS CONNECTIONS**

Natural gas is only available in certain permanent buildings on the fairgrounds. All work involving connections to natural gas lines shall be performed by a licensed plumber contracted by concessionaire who shall consult with the Fair prior to performing any work involving connections to Fair's natural gas lines.

Each fixture and burner directly connected to gas piping shall be by black steel pipe with flex connectors not to exceed three (3) feet long.

Natural gas shall not be turned on from the main line unless the Fair's plumber is present.

### **PROPANE STANDARDS**

The use of liquefied petroleum gas is not allowed inside permanent facilities without Fire Marshal or LP Gas Bureau approval.

1. All containers must be located outside the booth, the building, or the enclosure.
2. All containers must be secured in a position so that vapor only will be present at the vapor service valve. The secured container's device, such as a chain, must be able to support the weight of the container plus the container's contents.
3. All containers must be approved LP gas containers.
4. Any DOT cylinder for LP gas must be marked with the re-qualification dates (s) if the container is more than twelve (12) years old.
5. All containers must be leak-free.
6. Any LP gas container showing excessive rust, corrosion, pitting, or denting shall not be used. The bottom of each container shall be checked for these conditions.
7. All portable DOT cylinders must have a fixed "warning" label that includes information on the potential hazards of LP gas to include identification of the cylinder "Propane".
8. Outlets for all unused containers shall be capped or plugged. The vapor service valve must be sealed when the container is not in use.
9. When a container's water capacity is greater than 239 pounds (120 gallons), an LP gas permit must be obtained before using such container.
10. A leak test shall be performed each day before the food booth is opened for business, any time a cylinder is exchanged, and any time the LP gas system is modified. Soap (without ammonia) mixed with water can be used for detection of leaks. The entire LP gas system must be free of leaks.
11. The only hoses that shall be used are those approved for use with LP gas. The hose end couplings must be installed as recommended by the hose manufacturer. (Unacceptable: an automotive screw-type clamp)

installed on the end of the hose.) All hoses must be leak-free. All hoses must be kept out of the way of foot and vehicular traffic.

12. All appliances used in food booths must have an accessible shut-off valve near the appliance that can be easily closed in case of an emergency. Only appliances that are leak-free and approved for the use of LP gas shall be used.
13. All corn roasters (or similar type of appliance) must have a burner and pilot 100% safety valve installed.

### **Filling of Containers**

1. The filling of LP gas containers (Cylinders) on site shall be done in a designated area separate from the general public or at times when the visitation of the public is not present.
2. Nylon jackets, cigarette lighters, strikers, and/or matches are not allowed in the filling area.

Negligent acts and omissions can result in fire legal liability.

### **WATER CONNECTIONS**

Water faucets are available on the fairgrounds on a limited basis and in some cases several concessions must share faucets equally. Concession must provide a back flow prevention device between hose and faucet connection.

All hoses in use must be food grade. Hoses shall be run in such a way to avoid crossing pedestrian walkways. If hoses are approved to be laid across sidewalks, vendor shall cover with matting or other suitable material to avoid tripping hazards.

All water lines and waste water lines should be inspected daily for leaks and repaired as needed. Potable water or wastewater is not permitted to run onto the ground. The Fair reserves the right to disconnect defective or damaged hoses.

### **SEWER/WASTEWATER DISPOSAL**

Wastewater discharge is regulated by the NM Environment Department. Wastewater is defined as any and all run-off from dishwashing, soda, beer, ice melt, and any other source of wastewater generated by the food concessionaire's operation.

All wastewater shall be disposed of properly. Do not dump wastewater on asphalt, streets, grass areas or flowerbeds.

It is recommended that ABS or PVC piping be used for indirect connection to drain outlets. All pipe- fittings shall be secured with the proper sealant or compound to prevent any leakage. The drainage pipes and/or hoses should not be of excessive length so as to reach into the existing water level of the trap. The length should be such that the hose or piping slightly dips into the trap.

Drain lines shall not discharge or allow discharge of any wastewater on the ground, around or under buildings or otherwise create a nuisance. Clean up of any accumulation of wastewater shall be the concessionaire's responsibility.

Failure to properly retain food waste that clogs drain lines may result in assessment of drain line cleaning fees. It is recommended that 16-mesh screening be used over drains to trap food waste, which could cause or contribute to clogging of lines in drain outlets or boxes. Any screening provided over drain locations shall not be punctured or removed.

### **GARBAGE AND WASTE**

The Fair cleanup crews are not permitted to enter or clean inside any booth. This is the responsibility of the concessionaire and exhibitor. Concessionaires and exhibitors shall furnish their own garbage bags and containers. All refuse shall be placed in plastic bags, tied securely, and disposed of in such a manner as to prevent an environmental hazard or nuisance. Leak proof bags or containers are to be used to dispose of food or liquid waste. All waste, trash and garbage may be placed in designated areas, containers, dumpster, or rubbish compactors provided by the Fair. Waste materials shall not be placed where they block exits or passageways.

All boxes must be collapsed and separated from other wet or dry garbage. These items will be collected separately for recycling purposes.

## **GREASE DEPOSITORIES**

**Grease shall be disposed of in grease depositories only. Grease depositories will be placed at designated areas of the fairgrounds. Food and liquid waste or garbage is not to be disposed of in grease depositories. This rule will be strictly enforced.**

## **FIRE AND SAFETY STANDARDS**

All portable structures and/or buildings are to be constructed, arranged, equipped, maintained and operated so as to avoid undue danger to the lives and safety of its occupants and Fair patrons and must meet applicable State Building and Fire Codes. Structures must be of fire resistant construction. All decorations and booth material must be flame resistant.

### **Fire Prevention**

All concession and exhibit booths must have a fire/life safety inspection and prior approval by all of the following "Authorities Having Jurisdiction", New Mexico State Fair, New Mexico Construction Industry Division, New Mexico Environmental Department, New Mexico State Fire Marshal's Office or designee and the New Mexico LPG Bureau.

1. Smoking is prohibited in any building, concession or exhibit booth or space, tent or area deemed as a non-smoking area. Approved "No Smoking" signs shall be conspicuously posted.
2. No furnishings, decorations, displays, or other subjects shall be placed to obstruct exits or any means of egress. If the authority having jurisdiction determines a vendor is impeding the traffic flow of egress the vendor may be relocated.
3. An approved exit sign shall be posted to identify a means of egress. A vendor booth may be required to post an approved exit sign to identify a means of egress.
4. All tents and portable structures that have an occupant load of more than 50 occupants are required to have illuminated exit lighting and battery operated emergency lighting installed. In addition, these facilities must have as a minimum of (2) means of egress from the facility and the exits must be clearly marked.
5. Fire lanes/access emergency response around or near concession or exhibit booths or locations will be free and clear and remain unobstructed at all times. This includes no parking any vehicle within these areas unless it is of security, fire, or medical emergency by those personnel.
6. All concession and exhibit booths or locations must have a minimum of one (1) 10lb. ABC type fire extinguisher maintained and serviced as required per NFPA #10 standard for Portable Fire Extinguishers. All cooking areas that have grease-laden vapors are required to install a type K fire extinguisher in addition to the ABC type fire extinguisher that is also required. Vendor is responsible for the purchase, care, and maintenance of all fire extinguishers. This includes an annual service inspection by a licensed vendor. All fire extinguishers must be in plain view, unobstructed, and mounted to a fixed structure no higher than five feet off the finished floor.
7. All concessionaires and exhibitors and employees are required to be familiar with the use and operation of fire extinguisher(s), emergency evacuation and emergency procedures.
8. All emergency phone numbers will be posted in an accessible location within each booth.
9. All combustible waste materials accumulation is prohibitive, such as boxes, papers, and other combustible materials creating a fire hazard and shall not be stored behind any portable tent or portable structure or obstruct means of egress.
10. All tents, canopy, umbrellas, membrane structures and other type of materials being used as temporary membranes must have the appropriate UL or FM listing or nationally recognized standard for fire resistive ratings and shall have a permanently affixed label bearing the identification of size and fabric or material type in accordance with IFC 2003 Chapter 24.
11. Any flame-resistant treatment will not be approved until a certificate executed by an approved testing laboratory, certifying that the tent, canopy, umbrella, or membrane structure and its appurtenances, sidewalls, drops and tarpaulins, floor coverings, bunting, combustible decorative materials and effects, including sawdust when used on floors or passageways, shall be composed of flame-resistant material or shall be treated with a flame retardant in an approved manner and meet the requirements for flame resistance as determined in accordance with NFPA 701 and IFC 2003 Chapter 24, and that such flame resistance is effective for the period specified by the permit is filed with the fire code official.  
Certificate shall include:
  1. Name and address of owner of tent, canopy, umbrella or membrane structure.
  2. Date fabric was last treated with flame-resistant solution.
  3. Trade name or kind of chemical used in treatment.
  4. Name of person or firm treating the material.
  5. Name of testing agency and test standard by which the fabric was tested.

12. Combustible materials such as hay, straw, shavings or similar materials shall not be located within any tent, canopy or membrane structure containing an assembly occupancy, except the materials necessary for the daily feeding and care of animals. Sawdust and shavings utilized for a public performance or exhibit shall not be prohibited provided the sawdust and shavings are kept damp. Combustible materials shall not be permitted under stands or seats at any time. The areas within and adjacent to the tent or membrane structure shall be maintained clear of all combustible materials or vegetation that could create a fire hazard within 20 feet from the structure. Combustible trash shall be removed at least once a day from the structure during the period the structure is occupied by the public.

### **Open Out-door Fires**

1. All open outdoor fires must have an approval or permit by the Authority having Jurisdiction. This permit or approval notice must be displayed near the open fire area.
2. A fire extinguisher or a garden hose connected to a domestic water supply must be readily available at all times.
3. Open fires will be located not less than 50 ft from any structure or building.
4. Any authority having jurisdiction may prohibit any or all-open fires when atmospheric conditions or circumstances make such fires a serious fire hazard.
5. All barbeque fireplaces shall be equipped and maintained with a spark arrestor as required and cooking units shall be maintained in good condition and working order at all times. If repairs are needed the appliance shall be placed out of service and removed until repaired and in good working order.
6. Fuel for open fires will be stored or located a minimum of 50 ft from the fire area.
7. A competent person must constantly attend open fires until the fire is extinguished. All fires are to be extinguished at the end of the business day at which the authority having jurisdiction will be notified.

### **Electrical Fire Safety**

1. All new, existing, permanent or temporary electrical wiring must be installed, maintained and operated in accordance with NFPA #70, the National Electrical Code.
2. Only approved electrical extension cords that are UL listed and are in compliance with NFPA #70 that meet a minimum 14 gauge rating with three prong plugs (grounding wire). Extension cords will be one length from the device to the outlet. Cords will not run along pedestrian travel or egress, this includes taping the cord to the floor. There will be no electrical hookups made unless existing hardwire is within 6 feet (maximum permitted length of an extension cord) of the device. Extension cords are prohibited to be suspended, supported or anchored from trees. Any riser supporting extension cords are to be grounded. **No household electrical extension cords (2 wire extension cords) are allowed to be used in concession and exhibit booths or locations.**
3. All electrical connections for concession and exhibit booths or locations must be connected by a Fair licensed electrician and inspected by a representative from the Fair or from NM Construction Industries Division.
4. Portable generators must have an inspection by the State Construction Industries Division prior to operation anywhere on the fairgrounds and approved by Fair officials prior to event. Refueling any power generator shall be conducted on down time hours and not during the event. Any portable generator must be a minimum of 20 feet away from any permanent building and protected from the public.
5. Any lighting shall be equipped with protective covers.
6. Vendors inside any building will be allowed the use of electricity within the limits as specified in the Electrical Service section of this manual.

### **Commercial Cooking**

1. Kitchens equipped with a hood exhaust system and fire suppression system must maintain said systems and cooking equipment used for heating and cooking food and which produce grease-laden vapors, fumes, smoke, or odors shall be properly placed under hood exhaust system and comply with The International Fire Code 2003. Such appliances include but are not limited to deep fat fryers; upright broilers; griddles; broilers; steam-jacketed kettles; hot-top ranges; charbroilers; ovens; steam tables and warmers; barbecues; rotisseries; pizza ovens; nut roasters; and similar appliances. The installation must be in compliance with the 2006 Uniform Mechanical Code, UL 300, NFPA #17A Wet Chemical Cooking Equipment standard and The International Fire Code 2003. Dry Chemical cooking suppression system will no longer be accepted due to the incapability of maintaining or servicing the systems by a licensed vendor.
2. The installed fire suppression system must be inspected every six months and must have a current inspection tag/sticker displayed.
3. Hoods, grease removal devices, fans, ducts and other appliances shall be cleaned and maintained to prevent the accumulation of grease or oily sludge.

4. Deep fat fryers shall be equipped with a separate high limit control in addition to the adjustable operating control (thermostat) to shut off the fuel when the unit temperature reaches manufacture recommendations. Any tampering of deep fat fryers limit control and operating control (thermostat) will not be tolerated and result in immediate removal of the unit.
5. Portable buildings and tents without a fire suppression system shall have:
  - 5/8 sheet rock type X behind cooking appliances covering the area starting at the point of cooking and a minimum of 4 feet high including 3 feet beyond the appliances on either side.
  - shall maintain a clearance space of 12 to 24 inches between appliance and sheet rock...minimum space required shall be determined at time of inspection by the State Fire Marshal's Office.
6. All portable buildings and tents must be equipped with a fire rated floor.
7. Class K fire extinguishers are required in all food concession booths conducting any type of grease cooking. The concessionaire or exhibitor is responsible for the purchase, care and maintenance of a class K fire extinguisher.
8. Outdoor cooking that produces sparks or grease-laden vapors shall not be performed within 20 feet (6096 mm) from a tent, canopy or membrane structure.

#### **Combustible Waste and Refuse**

No concessionaire or exhibitor shall allow combustible waste materials to accumulate, such as boxes, papers, and other combustible materials creating a fire hazard and shall not be stored behind any portable tent or portable structure or obstructing the means of egress.

The inspection and permit process will be strictly enforced. THERE WILL BE NO EXCEPTIONS.

**All inspections will be conducted by the New Mexico State Fire Inspector(s) or a designated representative by other designated agencies. If there are questions on fire prevention issues, please call the State Fire Marshal's Office at 1-800-244-6702.**

#### **TAXATION & REVENUE DEPARTMENT (New Mexico)**

Any person who is selling tangible personal property or performing services at the New Mexico State Fair is engaging in business. The receipts derived from this activity are taxable as gross receipts and must be reported and tax paid to the Taxation and Revenue Department. The taxes are due and payable on each scheduled collection day and should be remitted to the Taxation and Revenue Department office located between Tingley Coliseum and the back side of the Creative Arts Bldg.

For more information, please contact Gabriel Anaya at 505-841-6232 or David Trujillo at 505-841-6205 at the New Mexico Taxation and Revenue Department.

#### **GOLF CARTS AND UTILITY VEHICLES**

A special permit is required to operate golf carts or other utility vehicles on the fairgrounds. Only a limited number of permits will be issued granting the use of a golf cart or other utility vehicle on the fairgrounds. Golf carts and utility vehicles must be pre-owned or leased by the operator from an outside company. The Fair does not lease golf carts or utility vehicles.

Any concessionaire or exhibitor desiring to use a golf cart or similar motorized vehicle during the Fair must apply for that privilege by submitting the Golf Cart permit application included in the Space Agreement packet. The respective fee, listed on the application, and a certificate of insurance must accompany the application covering public liability and property damage in the amount of not less than \$100,000/\$300,000 combined single limit. **The certificate must also name the New Mexico State Fair as an additional insured.** The Certificate must cover the time the service vehicle is to be on the fairgrounds. Permits issued will be at the discretion of the Concessions & Commercial Exhibits Department and must be displayed on the front of the vehicle.

Golf cart and utility vehicle usage is a privilege granted by the Fair and carries a tremendous responsibility. It is a responsibility you and your employees or additional drivers should take seriously. It is your responsibility to instruct your employees or additional drivers in the safe use of a cart and to familiarize them with the rules and regulations stated here within. If the rules are not followed, the golf cart or utility vehicle will be either booted or towed at owner's expense and/or privilege may be revoked without warning.

Drivers of golf carts or utility vehicles must observe the following:

- Drivers must be at least 16 years of age and hold a current driver's license (State law: Motor Vehicle Code; Statute 66-5-9, NMSA).
- Drivers must not allow more riders on the golf cart or utility vehicle than it was designed to carry.



- Must drive in a safe and responsible manner at all times.
- Speed is not to exceed 5 m.p.h.
- Right-of-way must be given to pedestrian traffic.
- Driving in buildings, on the grass, or any sidewalks will not be permitted at any time.
- Golf carts and utility vehicles are to be parked out of view of public and not in front of any stand, exhibit, building, or doorway once the Fair is open to the public.

Golf carts and utility vehicles registered with the proper permit will be allowed to travel on the fairgrounds until 9:00 a.m. Thereafter, no travel will be allowed on the interior of the fairgrounds and will be restricted to the parking lots. A map indicating approved areas of travel on the exterior of the grounds will be distributed with your permit.

Any accident, no matter how minor, must be reported to the State Police and investigated by the Fair's designated safety consultant who may be contacted at the administration office located near gate 4.

### **TELEPHONE SERVICE**

It is possible to arrange for individual telephones in a leased space. Service is available in many areas. The concessionaire or exhibitor must complete and return the telephone service order form, included in packet, with the signed Space Agreement. If it is not possible to provide telephone service to your leased space, you will be contacted by a Concessions & Commercial Exhibits representative.

The Concessionaire or Exhibitor will be assessed a fee by the Fair plus New Mexico state gross receipts tax per line for telephone installation. These charges are in addition to any "Qwest" telephone service charges. Only the Fair's communications contractor is permitted to install wire telephones on the Fair's premises.

### **PROHIBITED MERCHANDISE AND PRIZES**

The Fair reserves the right to prohibit the sale and display of any product the Fair deems objectionable. It will be the sole decision of the Fair to determine whether an item is offensive or in poor taste.

The display, sale, or distribution of weapons (firearms, knives, mace, martial art items, chains, etc.), toy weapons, fireworks, illegal drugs, illegal drug related merchandise or paraphernalia, pornographic materials, offensive wording or graphics of any type, and counterfeit or "knock-off" items" are prohibited unless authorized under the terms of the Space Agreement executed by the Fair.

The Space Agreement may be terminated immediately and the Contractor may be immediately evicted from the Fair grounds if the Contractor engages in the sale of counterfeit goods.

### **RAFFLES & LOTTERIES**

Raffles, lotteries, or selling a chance for any amount is prohibited on the fairgrounds.

### **PRIZE DRAWINGS**

The following rules apply to all drawings held at the Fair.

1. Participant who intends to hold a prize drawing must complete and return the required form enclosed in Space Agreement packet.
2. Drawings must be limited to the period of the Fair, unless approved by the Concessions & Commercial Exhibits Department.
3. No prize may be awarded other than that which is advertised at the sign up location.
4. No further drawing or purchase may be required for a person to be eligible for the prize drawing and to obtain the prize(s) to be awarded.
5. At the booth where the drawings are entered, a clearly visible sign must be posted to include the following information: 1) Date of drawing, 2) Need to be present to win, 3) No purchase necessary, 4) If entrants are subject to sales appointments, calls and/or contacts.

The prize must be absolutely free with no additional payment of money or other consideration required by the winner.

### **GIVE AWAYS, HANDOUTS, & SAMPLES**

Any sample, item given away or free hand out must be approved by the Concessions & Commercial Exhibits Department. Space Agreements are executed with concessionaires and exhibitors granting the privilege of

selling particular items. In an effort to honor these space agreements there are restrictions on items sampled, handed out or given away.

### **GRAPHIC USE (STATE FAIR)**

Use of the name Expo New Mexico, New Mexico State Fair, the Fair's theme, logo, color scheme or any other aspect of the Fair's graphic program is forbidden without the written consent of the Fair.

### **PERSONNEL REQUIREMENTS/CONDUCT**

**Concessionaires and exhibitors assume full responsibility for the character, acts, and conduct of all persons under its employ and direction. Fair reserves the right to remove any person deemed by Fair to be detrimental to the Fair or the operations of its business.** The New Mexico State Fair mission is to host a safe and family-friendly entertainment environment for the State of NM.

Intoxication, use of or possession of any controlled substance, or impolite, discourteous or obscene speech or conduct toward, or in the hearing range of the public will not be tolerated and is grounds for termination of the Space Agreement at the sole discretion of the Fair.

Concessionaires, exhibitors, and their staff must be clean and neat in their personal appearance, hygiene and dress at all times during the operation of any concession or exhibit. Uniform wearing apparel should be provided when possible.

The New Mexico State Fair has internal procedures in place for addressing and implementing dispute resolution as it occurs. Thus, vendor must notify the Concessions & Commercial Exhibits Office of any issue/conflict arising between itself and another vendor, with any State Fair employee, or with any State Fair contractor. All issues will be resolved through the Fair.

### **EMPLOYEE DISCOUNTS**

Concessionaire and exhibitors will not offer, nor are they obligated to extend, discounted merchandise or food to any employee of the Fair, security personnel, or other law enforcement agents. Please notify the Concession & Commercial Exhibits Department if approached or solicited by an employee asking for free or discounted merchandise or food.

### **BANK FACILITY**

Concessionaires and exhibitors may exchange bill denominations and coin at the bank facility located south of the administration building during the Fair. Bank hours for exchanges are 10:00 a.m. to 12:00 p.m. and 4:00pm to 6:00pm only each day of the Fair. Concessionaires and exhibitors will be charged an exchange fee of \$5.00 per exchange up to \$500.00 and \$10.00 for exchanges over \$500.00.

### **ACCOMMODATIONS**

A limited number of RV parking spaces are available on the fairgrounds during the Fair. These locations will be sold and distributed on a first come first serve basis. All other lodging of concessionaires, exhibitors and employees shall be off the fairgrounds. Included in the Space Agreement packet are flyers listing neighboring RV and hotel accommodations.

### **PETS**

Only qualified service animals and approved livestock or show animals are permitted in exhibit areas of the Fair.

### **MAIL**

Mail addressed in care of The New Mexico State Fair may be picked up at the gate 6 UPS trailer. Photo ID required. Mail will not be accepted prior to Tuesday, September 4th. Any mail not picked up by the end of the Fair is returned to sender.

Mail should be addressed to:

Exhibitor's name  
Firm name, Location, contact #  
C/o New Mexico State Fair  
P.O. Box 8546  
Albuquerque, NM 87198