

Utah State Fair Vendor/Concessionaire Handbook

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Utah State Fair Commercial Vendor/Food Concessionaire Handbook

This handbook has been prepared as both a guide for you to plan for a successful operation during the Utah State Fair and as a substantive rider to your Space Lease Agreement. This Handbook becomes a part of your Space Lease Agreement.

The Utah State Fair Corporation or its designee reserves the final and absolute right to interpret these rules and regulations and to settle and determine all matters, questions or differences in regards thereto, or otherwise arising out of, connected with, or incident to the Utah State Fair Corporation. It further reserves the right to determine unforeseen matters not covered by these rules.

Violation of any of the terms and conditions of the Space Lease Agreement, published Rules and Regulations, or policies of the Utah State Fair Corporation, forfeits all monies, rights, and privileges.

It is your responsibility to be knowledgeable of the Rules and Regulations and space lease standards which are a part of your Space Lease Agreement.

If you have any questions, please contact the Utah State Fair at (801) 538-8400.

Disclaimer

Every effort has been made to insure the accuracy of the information on this website. However, please be aware that the current rules and regulations of the Utah State Fair Corporation, as interpreted by Fair Administration and the Board of Directors, will take precedence over this listing due to the possibility of typographical error or inadvertent omission.

The Board reserves the final and absolute right to interpret these rules and regulations and arbitrarily settle and determine all matters, questions and differences in regard thereto, or otherwise arising out of, connected with or incident to the Fair.

The Board reserves the right to amend or add to these rules, as it, in its judgment, may deem necessary.

Administration Office

The Administration Office is located on the east end of the Fairpark.

Americans with Disabilities Act

In compliance with the Americans with Disabilities Act, persons needing auxiliary communicative aids and services should call (801) 538-8400 three days prior.

Vendors agree to comply with the requirements of the Americans with Disabilities Act (ADA) 42 U.S.C. Section 12101 et seq. and applicable regulations in performing under a Commercial Vendor Lease Agreement or a Concessionaire Lease Agreement. Vendors and Concessionaires also agree to indemnify and hold harmless the Fairpark from any and all actions which may arise from Vendor's or Concessionaire's failure to comply with ADA in performing under this Lease Agreement.

Animals

No Animals (except Service Animals as defined by the ADA, competitive entries, those for sale by vendors and animals scheduled for performance) are permitted in vendor's booths or on the Fairpark at any time.

Service Animals as defined by the ADA are dogs that are individually trained to do work or perform tasks for the benefit of an individual with a disability.

ATM Machines

The Utah State Fair may provide ATM machines in various locations on the grounds. These locations will be marked on the 'You Are Here' maps as well as on the map on the daily program.

Balloons

At no time are helium balloons allowed on the Fairpark.

Benches and Other Patron Seating

Benches, picnic tables, and tables and chairs are placed through-out the Fairpark as comfort areas for patrons. Please do not move these items from their set locations. If any of these items are affecting your space in any way please bring it to the attention of Fairpark Management so that it can be evaluated and, if necessary, changes made.

Any vendor or concessionaire choosing to set up a comfort area (benches, picnic tables, or tables and chairs) must receive written approval from Fairpark Management prior to doing such. Any comfort area that is set up must be available to all patrons and not limited to only those purchasing items from that vendor/concessionaire.

Cancellation of Lease Space / Refunds

Vendors and concessionaires must provide written notice of cancellation. Because the Utah State Fair will suffer certain losses which cannot be determined, the deposit will automatically be forfeited. Vendors and concessionaires canceling on or after July 22nd will forfeit all monies and installments paid as of the date of cancellation.

Fairpark Management is not responsible for loss of sales for any reason including but not limited to inclement weather, or excessive noise from the carnival, or other attractions on the Fairpark.

Construction and Improvements

The construction of any permanent structure, booth, or enclosure and/or alterations of any structure, booth, or enclosure owned by the Fairpark must be approved in advance in writing by Fairpark Management. Any vendor or concessionaire intending to construct and/or alter such a facility must submit a formal, written request along with plans and specifications to Fairpark Management, illustrating the proposed construction or alteration will be in compliance with applicable codes and regulations as outlined by the State of Utah's Division of Facilities and Construction Management.

Construction and Improvements are at the expense of the vendor/concessionaire and only with written approval by Fairpark Management. In the event a lease agreement is not renewed or is terminated for any reason, such structures, booths, and enclosures and/or the improvements, shall become the property of the Fairpark and the State of Utah, unless agreed upon prior to the construction and/or improvement.

Any vendor/concessionaire who performs any type of construction or alterations to any structure, booth, or enclosure owned by the Fairpark without first obtaining written approval from Fairpark Management will be assessed a \$1,000 fine and be required to pay the cost associated with returning the said structure, booth, or enclosure back to its original status by a contractor that is approved by Fairpark Management.

Any vendor/concessionaire wishing to paint anything owned or operated by the Fairpark must receive prior written approval from Fairpark Management prior to painting such surfaces. Vendors/concessionaires receiving approval are responsible for all cost associated with painting including paint touch-ups as needed as well as returning the surface back to its original color if their lease agreement is not renewed or is terminated for any reason.

Any vendor/concessionaire who performs any type of painting to anything owned or operated by the Fairpark without first receiving written approval from Fairpark Management will be assessed a \$300 fine and be responsible for any cost associated with returning the painted surface(s) back to their original color.

Cardboard

The Utah State Fair recycles all cardboard. We strongly encourage all vendors and concessionaires to take their cardboard to these locations. We ask that vendors/concessionaires break down their boxes and place any non-cardboard items in the proper waste receptacles.

Cleanliness and Trash Disposal

All vendors/concessionaires are responsible for keeping their leased space neat and orderly. Throughout the day and at the end of each day vendors/concessionaires will be required to clean their leased space and place all trash in the receptacles provided. Fair staff will clean all aisle areas and streets throughout the day and after the Fair has closed for the day. Anything put out after cleaning has been completed is the responsibility of the vendor/concessionaire. When the Fair is over it is expected that the leased space be vacated and left clean and free of debris.

Disposal of trash shall be in the proper containers provided. Improper disposal of trash will result in a \$300 fine. This includes the improper disposal of food, food products, and food by-products (see Water and Sewer in the Utilities section).

Fairpark Management will not provide receptacles for vendors/concessionaires to use in their leased space nor will we provide receptacle liners.

Drawings and Prizes

Plans for free prizes or drawings must be furnished in writing with the application and must be approved by the Fairpark Management. No Space Lease Agreement will be issued until plans for any free prizes and drawings have been reviewed. Vendors/concessionaires cannot offer discount vacations, free vacations, free trips or drawings for vacations of any kind without special written approval from the Fairpark Management.

If a vendor/concessionaire is found to be offering any free prizes or conducting such drawings without written approval from Fairpark Management, the vendor/concessionaire will be assessed a \$300 fine and removed from the Fairpark.

When offering free prizes, or drawings for free prizes, full disclosure must be made. There can be no hidden or undisclosed charges or deposits. If the offer says 'free' it must be totally free. If full disclosure is not made, (as deemed appropriate by the Fairpark Management), the exhibit will be closed until appropriate action can be taken.

The announcement of prizes offered, and the time and place of the drawing must be posted in plain view where the Fair patron registers. The drawing must be held publicly on the Fairpark and by Sunday evening, the last day of the Fair.

All parts of the drawing ticket must have printed thereon the name of the company conducting the drawing, a description of the prize(s) and the value thereof.

All patrons are eligible to participate in the drawing (unless age or sex is a reasonable disqualification and the same is advertised on a sign).

A sample of the drawing ticket and a list of prize(s) to be offered must be submitted to Fairpark Management no less than ten (10) days prior to opening day.

A description of the prize(s) offered, the names, addresses and telephone numbers of the winners must be registered by written notice to the Fairpark Management no later than October 1.

The Utah State Fair, Utah State Fairpark, Board of Directors, or its Management, employees or patrons are not to be mentioned in supporting or conducting the drawing in any manner.

Furthermore, commercial vendors/concessionaires are not to conduct any show, drawing, or game which does not have the prior written approval from the Fairpark Management.

Raffles, as defined by Utah State Law, are unlawful.

Entrance Passes

Entrance Passes will be required for all Vendors and Concessionaires, both employees and volunteers, for entry to the Fair on a daily basis. For this purpose, each Vendors and concessionaires will be issued the following amount of passes per Lease Agreement:

10' X 10' vendor booth = 33 passes

10' X 20' vendor booth = 44 passes

10' X 30' vendor booth = 55 passes

20' X 20' or larger vendor booth = 66 passes

1 Lot B (White Ballpark on North Temple) parking pass per lease agreement.

Concessionaires will be issued 66 entrance passes and 1 Lot B parking pass per lease agreement.

Should additional passes be needed, they are available for purchase in the Administration office at a discounted price.

For same day re-entry to the Fairpark, you must have your hand stamped or an additional pass will be required.

Vendors and/or Concessionaires will not be permitted to leave entrance passes in the Administration Office, parking booths, or ticket booths for their employees or volunteers to pick up when they report to work.

Vendors/Concessionaires acknowledge the following restrictions regarding the use and distribution of Vendor/Concessionaire entrance passes:

1. Vendors/Concessionaires agree that it is solely their responsible for the custody, control and care of entrance passes provided by Fairpark to Vendors, Concessionaires, and their employees.
2. Entrance passes shall not be altered, duplicated or reproduced by any Vendor, Concessionaire, or their employees.
3. If an altered, duplicated or reproduced pass is used or attempted to be used by anyone to gain entrance to the Fairpark, Vendors/Concessionaires agree that:
 - a. Vendors/Concessionaires will cooperate in any administrative, civil or criminal investigation resulting from such misuse;

- b. Vendors/Concessionaires will be legally and financially responsible for such misuse, even if such misuse was the result of an employee's illegal conduct;
- c. Fairpark Management may, in its sole discretion, close Vendor's/Concessionaire's booth for the remainder of the Fair;
- d. Vendor/Concessionaire will not be entitled to any refund for any amounts paid or owing to the Fairpark; and
- e. Fairpark may, in its sole discretion, impose a \$100.00 penalty for each altered, duplicated or reproduced pass.

4. If Fairpark Management intends to impose the penalties in paragraph 3. above, or exercise rights conferred therein, Vendors/Concessionaires agree that Fairpark Management may provide written notice of said violation to either Vendor's/Concessionaire's principal place of business, the booth attendant, or both.

Vendor and Concessionaire Evaluations

Vendors and Concessionaires are encouraged to set up their leased space in an appealing, professional manner and abide by all Fair guidelines. In an effort to continue upgrading the appearance of the Fair, each vendor and concessionaire will be evaluated during the Fair. Evaluations will include: performance, payment of fees, compliance with the guidelines in this handbook, appearance of exhibit/concession, revenue generated (if applicable), and any complaints received from the public relating to goods and/or services provided during the Fair. You will be notified in writing of any issues.

Fax Services

Please check with the Administration Office for the location and cost of this service.

Fire/Safety Regulations

This section is intended to highlight certain Fire and Safety Regulations. By no means are these the only Fire and Safety regulations vendors and/or concessionaires must follow. It is the responsibility of the vendor/concessionaire to know what regulations apply to their operations. The State of Utah Fire Marshal Office has jurisdiction over the Utah State Fairpark.

- 1. Every display or exhibit must be installed and operated so as to provide access and visibility of any fire panel, pull station, visual audio device, and/or exit signs. Full access must be made available to firefighting equipment.
- 2. Any drapes, curtains, hangings, or other decorative material must be made from a non-combustible material, or be treated and maintained by means of a flame-retardant process approved by the State Fire Marshal's Office.
- 3. All electrical wiring will meet the latest edition of the National Electrical Code. Temporary wiring, as specified by this code, will be used for non-fixed wiring purposes. Ordinary two-wire extension cords are expressly forbidden. Only heavy-duty, three-prong, rubber or neoprene extension cords are permitted.
- 4. Power strips are allowable, but at no time can be "daisy chained" (plugging one power strip into another) together.
- 5. Smoking, open flames, and propane are prohibited in any and all buildings on the Fairpark.
- 6. Any outdoor open flame must be preapproved by the State Fire Marshal and Fairpark Management. Failure to get prior approval will result in automatic removal from the Fairpark.

7. Vendors/concessionaires must supply and have readily accessible at least one fully charged and operational UL-rated type 2A 10-BC dry chemical fire extinguisher of at least 2 lbs. net capacity in each location using an open flame or electric heat device.
8. Any vendor/concessionaire that is using cooking equipment that involves solid fuels, vegetable or animal oils, and fats must have a Class K rated portable extinguisher with current certification. The minimum requirement is one 2.5-gallon (9L) Class K wet chemical extinguisher.
9. Any vendor/concessionaire that is deep fat frying with up to four fryers having a medium capacity of 80 pounds each, must also have one additional Class K extinguisher of a minimum of 1.5 gallons (6L).
10. It is not required that vendor/concessionaires portable fire extinguishers be certified in Utah but they must have been inspected and certified to meet all NFPA regulations. All extinguishers must be inspected by the Campus Fire Marshal and must be fully charged and in compliance. Additionally, all throw away type extinguishers must not be older than 2 years.
11. Explosive gases or flammable liquids will not be used in connection with any display except by written approval of the State Fire Marshal or Campus Fire Marshal and Fairpark Management.
12. All LP-gas containers having a water capacity greater than 2.5 pounds must be stored in an upright position with the valve end up. All LP-gas containers must be secured so that they will stay in the upright position.
13. Any combination of stored LP-containers exceeding a water capacity of 720 pounds must be stored a minimum of ten feet from any combustible material or structure.
14. Fairpark Management reserves the right to update any of the Fire/Safety regulations at any time without notice to meet or exceed current Fire and Life Safety Standards.

Food/Concessionaires

The following information is provided to vendors/concessionaires as a service. Fairpark Management does not assume any liability in its accuracy.

All concessionaires and vendors serving food must obtain a Temporary Event Permit from the Salt Lake Valley Health Department. These include but are not limited to existing restaurants, fast-food operations, caterers, churches, community or school organizations, volunteer and social groups. Each concessionaire/vendor is responsible for obtaining their own permit. Of the three types of permits offered by the Health Department, an extended permit is required for the Fair. This permit is good for up to 14 days of temporary food service per calendar year. Cost for the permit is \$295.00 and may change without notice.

The permit is issued by the Salt Lake Valley Health Department 'in-person' only, so you will have the opportunity to discuss any questions with them. At the interview a copy of your food handler permit or manager certification will be required.

Office hours for permit application are from 9:00 a.m. to 4:00 p.m., Monday through Friday

Bureau of Food Protection
788 E. Woodoak Lane (5380 South)
Murray, Utah 84107-6379
(385) 468-3845
www.slvhealth.org

The person in charge must demonstrate adequate knowledge of food safety and sanitation practices in order to receive a Temporary Permit. A permit may be revoked if an operator does not comply with health regulations. Permits are not transferable. Multiple vending booths or locations operated by the same owner will each need a separate valid permit. Permit holders must demonstrate the ability to adequately supervise separate locations.

Before applying for a permit, please decide on the following:

- The complete menu including beverages.
- The booth structure (whether provided by the event sponsor or the vendor).
- The equipment that will be required, including a hand washing station.
- Methods to maintain hot and cold product temperatures.
- How all foods will be transported and stored.
- Where and how clean-up of equipment will be done.
- Who will be in charge of the booth (must have a Food Handler Permit).

No food for the public may be prepared or stored in a private residence.

Temporary Event food booths are inspected by the Health Department. All violations must be corrected. Un-permitted or unsafe food practices will result in food removal or booth closure.

Fairpark Management and the Salt Lake Valley Health Department must be notified of significant changes in menu, operating facilities, business name, and any other conditions that may affect the quality of food service.

Fairpark Management reserves the rights to shut down food concessionaires that present any food safety concerns.

Operators must vend from a site that meets the following minimum structural requirements:

1. A roof, awning or other top covering, impermeable to weather, over the entire food preparation, service, clean-up and storage area.
2. Two side walls (not screening), which will reduce the entry of dust and dirt, and exclude non-authorized personnel.
3. The front service wall will be a counter, half-wall or table draped to the floor. The back wall may be open for employee access, or solid as desired.
4. The floor must be a surface of plywood, concrete, asphalt or other acceptable cleanable material. Flooring must be supplied if the vending site is on dirt, gravel, grass or poorly drained surfaces.

All trailers, stands or structures, whether portable or fixed, must be professional looking, in good repair, structurally sound, neat in appearance and meet current Utah Fire Codes, State building, electrical, safety and sanitation codes. Disability access must also be considered. Vendors or Concessionaires not complying with these policies may be asked to dismantle and/or remove their exhibits or stands from the grounds.

All concessionaires/vendors are required to have all food and equipment storage areas screened from the public's view. Fairpark Management prefers all screens to be of the vinyl or canvas type and should not be see through.

No A-frame type (sandwich board) or any other type of freestanding sign may be placed outside of the leased space.

Freight

All deliveries will need to be correctly labeled to ensure that delivery is properly made. Fairpark Management cannot be held accountable for deliveries that are received and are improperly labeled. All packages should be labeled as follows:

Your Business Name
 C/O Utah State Fair
 Your Assigned Building or Section
 Your Space Number
 155 North 1000 West
 Salt Lake City, UT 84116

Once a shipment is received it will be delivered to the vendor/concessionaire at the rate listed below unless the receiving clerk is otherwise notified by the vendor/concessionaire prior to the shipment being received.

Any size Packages Free (except pallets - \$50 fork-lift/operator depending on availability*)

Any shipment that is on a pallet and is required to be unloaded from the delivery truck with a forklift will be assessed a \$50.00 charge.

No "waiting" time for forklift is allowed. Additional charges may apply for odd-sized or special deliveries. ***Forklift availability is NOT guaranteed, shipping trucks are advised to use their own gate-lift and pallet jacket for larger deliveries.** Vendors/Concessionaires are responsible for their own unloading and loading of displays. Any package deliveries are made on availability basis.

Receiving and delivery charges are and will be payable at the time of delivery to the vendor/concessionaire.

No merchandise, display materials, boxes, crates, equipment, etc., will be allowed to be stored on Fairpark property other than inside the vendors/concessionaires leased space or personal vehicle(s). Vendors and concessionaires are responsible for storage of their own inventory, packaging, equipment, etc. Any items left for any extended period of time will be discarded.

Grease Disposal

This service is free of charge, and may be arranged by Fairpark Management. The grease barrels will be located on the west end of the Fairpark behind the Operations Building in the Stock Truck Lot. Barrels are not to be removed from this location at any time. It is the responsibility of the vendor/concessionaire to take the grease to this location and properly dispose of it.

Grease must not be dumped into the sanitary sewer line or the storm water system. A \$300 fine per occurrence will be levied against any vendor/concessionaire who is discovered to have improperly disposed of grease. If there are more than one vendor/concessionaire in area where it is discovered that grease has been disposed of in the sanitary sewer and/or storm water system, **ALL** vendors/concessionaires in that area will each be assessed a \$300 fine, if there is no way of determining the violator.

Concessionaire is also responsible for any other costs associated with the infraction such as cleaning and city imposed fines.

Hood Systems

Concessionaires and vendors operating in a building owned by the Fairpark and doing any type of frying are required to have a hood system. These systems are serviced once per year in accordance with the State Fire Marshal and are inspected and operable. Again, at no time can a vendor or concessionaire fry inside a building owned and operated by the Fairpark without an approved hood system.

Vendors/Concessionaires who have the privilege of operating in a building with a hood system are responsible for any damage to the system and will be responsible to pay the cost of any repairs.

Hours

All exhibits are required to be open to the public at these times:

Thursday	9/10	10:00 a.m. to 10:00 p.m.
Friday	9/11	10:00 a.m. to 11:00 p.m.
Saturday	9/12	10:00 a.m. to 11:00 p.m.
Sunday	9/13	10:00 a.m. to 10:00 p.m.
Monday	9/14	10:00 a.m. to 10:00 p.m.
Tuesday	9/15	12:00 p.m. to 10:00 p.m.
Wednesday	9/16	12:00 p.m. to 10:00 p.m.
Thursday	9/17	12:00 p.m. to 10:00 p.m.
Friday	9/18	10:00 a.m. to 11:00 p.m.
Saturday	9/19	10:00 a.m. to 11:00 p.m.
Sunday	9/20	10:00 a.m. to 10:00 p.m.

Not all the above times are the hours that the Fair is open, but the hours Vendor's and Concessionaires are required to be in their booths. **These operation hours will be reviewed after the 2020 Utah State Fair.**

Admission gates to the Fair often open earlier to allow admittance for other events, attractions and setup. Although the exhibits/concessions are not required to be open until the times listed above, vendors and concessionaires should understand there are people on the grounds earlier than the 7:00 a.m. vendor/concessionaire setup time.

Leased space must be manned all hours listed above, including Sundays. If a leased space is found to be unmanned excessively or a leased space remains closed for any period of time, the vendor/concessionaire will be fined and/or the exhibit/concession closed. Outside vendors and concessionaires may close their leased space each night at closing time (no earlier) with the understanding that the carnival may continue to operate until crowds disperse. Fairpark Management will not be responsible for any thefts or damages during this or any other time. Exhibit buildings will be locked at closing time.

If a leased space is left open and unmanned, it will be closed by Fairpark Management until any fines imposed are paid. (See Rule Violations). Fines must be paid at the Administration Office within 24-hours of receiving notification of a fine. If a fine is not paid the vendor's booth may be removed and the vendor may not be invited back the following year.

Closing day of the Fair, vendors/concessionaires may close at 10:00 p.m. However, no vehicles will be allowed on the grounds until crowds disperse and it is deemed safe by Fairpark Management.

Inspections

Fairpark Management will conduct inspections of all leased spaces prior to the opening of the Fair. Concessionaires must contact Fairpark Management prior to occupying any indoor space to complete proper documentation.

Every booth must be set up, ready and open for inspection by the Fairpark Management by 9:30 a.m. on opening day. (Vendors are not required to be present for inspection). If booths are not set up by 9:30 a.m. on opening day, Fairpark Management reserves the right to assign the booth to another vendor and assign the vendor in violation another location of equal or lesser value, or impose a fine.

Concessionaires must be ready before 8:00 a.m. opening day and notify Fairpark Management that they are ready to be inspected. Concessionaires are required to be present during their inspection.

Fairpark Management will conduct an inspection at the end of the Fair on all spaces that were leased to concessionaires in Fairpark owned buildings. The intent of this inspection is to insure no physical damage was done to the leased space, insure all items that were in the leased space, prior to leasing, are still accounted for (to include but not limited to hood filters and fire extinguishers), and to insure no items were left that could result in insect and/or rodent infestations (i.e. food).

Concessionaires will be notified in writing of any issues discovered during this inspection. Concessionaires will be invoiced for any damaged or missing items, the removal of items left that could result in insect and/or rodent infestation, and any labor associated with these cost.

Concessionaires who do not pay upon receipt invoice will not receive a renewal for their lease agreement.

Indoor Space

Indoor lease spaces are located in the following buildings: Grand Building-bottom floor, Discovery Building and Market Building. (See building maps for layout).

Indoor space pricing is based on a 10x10 space. Any vendor who has a leased space that is on a corner (as deemed by Fairpark Management) will be required to pay the additional cost associated with having a corner space.

Applications received by 4 p.m. MDT on July 22, 2020

Draped Single Booth in Discovery and Grand Buildings: \$950.00

Draped Single Booth in Market Building: \$900.00

Add \$150.00 for corners

Applications received after July 22, 2020 will receive the following rates:

Draped Single Booth in Discovery and Grand Buildings: \$1,050.00

Draped Single Booth in Market Building: \$1,000.00

Add \$150.00 for corners

Indoor space includes pipe and drape which consists of 8' backdrop and 3' sides. Actual space size varies and may be larger or smaller than 10' X 10'. Indoor lease spaces are not to be changed without prior approval from Fairpark Management. Any approved changes must be done by the vendor and at no cost to the Utah State Fair.

Vendor entrance passes are determined by size, one parking pass for the Parking Lot B to the south of the Fairpark across North Temple.

Each indoor leased space will receive one outlet producing 5 amps of electricity.

No Items of any kind may be extended from or attached to the ceiling of a building or area of a leased space.

All materials, fabrics, table coverings, etc. used in an exhibit must be flame resistant. For guidelines, refer to Fire Regulations.

The Fairpark does not provide extension cords; please review the Utility section of this handbook.

While the set-up is important for the viewing of your exhibit, it is also important for vendors not to impede on the view of their neighbor's exhibit. It is recommended that the design of your exhibit adhere to the following:

1. No part of your display should exceed the eight-foot background drape.
2. The front six feet of the booth should not be higher than the three foot high side rails. Displays may be extended up to the eight-foot height limit in the rear four feet of the booth.
3. Vendors must secure the edges of any carpet with tape to prevent a tripping hazard. In addition, all electrical cords must be properly taped down.

Insurance

Commercial Vendors and Concessionaires must have insurance to cover any loss. The Utah State Fair is not responsible. In addition, we require you to provide the Utah State Fair with a liability insurance certificate including personal injury and property naming the Utah State Fairpark as an "additional insured" in the amount of one million dollars **(\$1,000,000.00) per occurrence and three million dollars (\$3,000,000) aggregate. A copy of this insurance certificate must be on file in our office before August 20, 2020.** Copies of your homeowner's policy or business insurance are not acceptable documents. **Only an official Certificate of Liability Insurance with the Utah State Fairpark listed as an "additional insured" will be accepted.**

The insurance certificate copy must be uploaded in the vendor portal online through the Fair website or emailed to vendors@utahstatefair.com. Please have the same company name included in the vendor agreement clearly stated on the certificate. A confirmation email will follow as proof that Fairpark has received it, please save it for your records.

If you do not currently carry this type of insurance, we can offer access to it through Haas & Wilkerson Insurance. The cost for this is \$100.00 for the first space location and \$70.00 for each space location after that.

Vendors and concessionaires are encouraged not to leave valuable merchandise in their leased space overnight (especially outside locations).

Interpretation

Fairpark Management reserves the sole and final right to interpret rules and guidelines and to settle and determine all matters, questions, or differences with regards to the Fair. Fairpark Management also reserves the right to add to or amend rules and guidelines as needed.

Outdoor Space

All outdoor locations are arranged and assigned by Fairpark Management.

All space is sold in 10' X 10' increments only. There will not be any prorating or segmenting of space for sale. Leased space can be added together to create larger sizes, for example 10' X 20' or 20' X 20' depending on vendor's needs and availability of space. Any in-line space sizes larger than a 10' X 20' space requires payment in full when returning the Lease Agreement.

Any vendor, who has a leased space that is deemed a corner by Fairpark Management, will be required to pay the additional cost associated with having a corner space.

OUTDOOR BOOTHS – Sections A, F, Y, D & I

Applications received by July 22, 2020

10' X 10' increments \$900.00

Add \$150.00 for corners

Applications received after July 22, 2020

10' X 10' increments \$1,000.00

Add \$150.00 for corners

OUTDOOR BOOTHS – Section L

Applications received by July 22, 2020

10' x 10' increments \$850.00

Add \$150.00 for corners

Applications received after July 22, 2020

10' x 10' increments \$950.00

Add \$150.00 for corners

Outdoor space includes a canopy tent; entrance passes determined by size, one parking pass for the Parking Lot B to the south of the Fairpark across North Temple and one outlet producing 5 amps of electricity. **Fairpark Management does not provide extension cords; please review the Utility section of this handbook.**

Most outdoor exhibits are housed in canvas tents which have a pitched roof and four canvas sides that snap, hook, or Velcro together in front so they may be closed.

No tents are allowed in Sections B & C. Any vendor desiring to be in Sections B or C must be self-contained with their own trailer or other attraction and be approved by the Fairpark Management. Notice that Sections B & C are mostly designated to Concessionaires. Availability to Commercial Vendors and Sponsors may occur at premium rate depending on square footage and uniqueness of exhibit.

Pod Locations

Pod locations are spaces which stand on their own and are typically larger than the standard booth sizes mentioned above. Pod locations are arranged and assigned by the Fairpark Management at their discretion.

Pod location pricing will be determined by how many feet of frontage the pod location requires in 10' increments and \$50.00 for every 100 square feet of depth. For example, if your pod location is 70'x40' with 70' being the frontage and having no corners you would be charged as follows:

For the front 70' you would be charged \$5,950 per the standard \$850 for a 10 'x 10' pricing.

For the 40' you would be charged an additional \$1,050 per the \$50 per 100 square feet of depth. This would not include the first ten feet as it is charged as part of the frontage.

Therefore the total for your leased space would be: \$7,000

Tents for pod locations are available in 10' X 10', 10' X 20' and 20' X 20' sizes only if ordered through Fairpark Management.

Fairpark Management can assist you when figuring the price of a pod location and may or may not include the price of a tent in the cost. Pod locations may or may not require a tent depending on the type of display.

Vendors are allowed to provide their own tent but must abide by the requirements in this handbook (See Fire Regulations, Tents, and Staking) and no discount is given on space rental. The tent must be white in color and approved by the Fairpark Management.

If a vendor is bringing their own tent, trailer, or will not need a tent for their leased space; it must be indicated on the Commercial Exhibit Application by marking the line that states, "Please DO NOT order a tent for my outside location." If a vendor or representative signs on this line and it is determined after September 1st that a vendor needs a tent after all, there will be a \$100.00 additional setup fee. The tent will then be setup at the earliest convenience of the Fair's Tent Contractor.

In addition, if a tent is ordered for an outside location and it is determined after September 1st that a tent is not needed after all by the vendor, there will be a \$100.00 tent removal fee. The tent will then be removed at the earliest convenience of the Fair's Tent Contractor.

If a vendor is using a trailer which has an awning or their leased space is designed as such that it has an awning which protrudes out into an aisle way, all care must be taken to prevent anyone from bumping into it. In some cases the vendor may be required to purchase additional space to accommodate the awning. No merchandise will be allowed to be hung or displayed from an awning or its supports.

In the event of inclement weather it is recommended floors to be built inside outdoor locations whether on asphalt or grass to raise items off the ground. We suggest a floor made with pallets or other wood materials. Commercial Vendors are fully responsible for their own items and any damage that may occur from the weather.

Tents are not equipped with lights; therefore, it is necessary for you to provide your own lights and power cords. Please review the Utility section of this handbook.

Parking

Commercial Exhibit and Concessionaire Lease Agreements include one parking pass per agreement (**regardless of space size**). This parking pass is non-transferable and will be good for the parking lot south of the Fairpark across North Temple.

Additional discounted season parking passes for the same lot are available for Commercial Vendors and Concessionaires only in the Fairpark Administration Office. The Utah State Fair parking fee is \$10.00* per vehicle each day of the Fair (no re-entry). In addition, there is no overnight camping allowed anywhere on Fairpark property. (*Prices subject to change.)

Concessionaires can purchase one additional parking pass for parking Lot D (West section of main parking lot) at \$100 for the period of the Fair, except vendors located in the North Food Court and South of Rodeo Arena.

Payment

All vendors/concessionaires approved to be in the Utah State Fair must pay a lease fee based on the space agreed upon. There are no discounts for non-profit or government agencies.

Payments by credit card must be submitted via online payment processing service or in person only. No credit card numbers will be accepted with returned Lease Agreement. Once the Lease Agreement is signed and returned to the Fairpark office, an invoice will be emailed to you along with payment instructions. Please provide a **current email address** for this purpose. If you do not have an email address or do not wish to pay by credit card, you may pay with a check, cashier's check or money order by mail or in person. Please include any checks, cashier's checks or money orders with the signed Lease Agreement. All payments regardless of method must be received by due dates listed in paragraph 10 of the Lease Agreement to avoid lease cancellation and / or late fees.

For non-food vendors a non-refundable deposit (per 10' X 10' space) is due when the signed Lease Agreement(s) is returned. For pod locations, a 25% non-refundable deposit of the total cost of the Lease Agreement will be due with the signed Lease Agreement. No Lease Agreement will be officially accepted without the deposit (made via online payment, check, cashier's check or money by mail or in person), and signature (see payment instructions above).

Due dates for the Lease Agreement and deposit will be indicated on the Lease Agreement. Any Lease Agreement not paid in full by 4 p.m. MDT on July 22, 2020 will be charged a one hundred dollar (\$100.00) late fee.

For concessionaires, a minimum non-refundable deposit in the amount of six hundred fifty dollars (\$650.00) will be required to secure the concession Lease Agreement and will be credited toward your daily payment(s). It is required that you report your gross sales each day for the previous day's sales. Figures will be recorded and when you have met your deposit dollar amount, you will then pay the Utah State Fair the percentage portion of your gross daily sales.

Concessionaires are required to pay 22.5% of gross daily sales of food and beverage to the Utah State Fair. Settlement will take place in the settlement office each day of the Fair from 9:00 a.m. to Noon. Any payment not received by Noon will be assessed a \$100.00 late fee for the first time and \$200.00 for the second time that payment is not received in full by Noon.

All food vendors are required to use cash registers or a POS System for accountability.

Fair management will be auditing the use of the registers and violations for not following the expectations for reporting (consequences for violations will include: written, \$100, \$200, out).

ALL food booths must have a cash register(s) that comply with the following:

- Readable double tape
- Customer display (pivot display suggested)
- Continuous grand total (non-resettable by vendors)
- Cumulative "Z"
- "X" reading
- 30-day back up battery
- "Current" printing tie and ate on detail tape
- Consecutive transaction number
- Key protector
- Price look up (PLU) o preset Keys

1. Daily reports and **COMPLETE** tapes must be turned into the Fair between 9:00 a.m. – noon daily during settlement. You will need to include the FULL tapes including the "Z" tape report. The tapes will be returned to you at the end of the event during final settlement.
2. OVERRINGS must be recorded on the overring sheet (will be included in your packet) **AND** circled on the corresponding cash register tape to be accepted. The overring sheet will be turned in with the daily sales report.

Food Court concessionaires are also required to submit a \$100 maintenance fee and a \$200 refundable cleaning and damage deposit per space.

Any Concessionaire Lease Agreement not paid in full by July 22, 2020 will be charged a one hundred dollar (\$100.00) late fee.

Recycling

The Utah State Fair has a recycling program and encourages all vendors and concessionaires to participate.

The Utah State Fair recycles all cardboard. We strongly encourage all vendors and concessionaires to take their cardboard to these locations. We ask that vendors/concessionaires break down their boxes and place any non-cardboard items in the proper waste receptacles.

Vendors and Concessionaires producing food waste will be given a 'green' container for recycling of this waste. Details for this process will be included in your vendor/concessionaire packet.

There are many blue recycling containers located on the Fairpark. Vendor/concessionaires are encouraged to use these for any plastic or paper items.

Restrictions

In the interest of promoting the health, safety and welfare of persons on or about the premises of the Utah State Fairpark, the following will not be allowed to be produced, manufactured, dispensed, advertised or possessed on said premises: (a) controlled substances as defined in the Utah Controlled Substances Act, Title 58, Chapter 37, (b) drug paraphernalia as defined in the Utah Drug Paraphernalia Act, Title 58, Chapter 37a, (c) imitations scintillate as defined in the Imitation Controlled Substances Act, Title 58, Chapter 37b, Utah Code Annotated, 1953, as amended, and (d) Any items prohibited by State and Federal Laws.

In addition, the Fair Board of Directors has determined there will be no piercing, martial arts' items or toys, tattooing, sale of firearms or like weapons, phrenology, fortune telling or psychic reading, (the only exception would be astrological forecasting by computer).

NO ADHESIVE-BACKED PLASTIC OR VINYL DECALS, STICKERS or BUMPER STICKERS of any kind are to be GIVEN AWAY AND/OR SOLD anywhere on the Utah State Fairpark. The only exception would be computer generated custom decal orders costing \$5.00 or more and must be pre-approved by Fairpark Management. Vendors are prohibited from selling laser (pointer) pens, potato guns or blowguns of any kind. The Fairpark has reserved the exclusive right to sell balloons. Vendors will not be allowed to sell or give away balloons. When selling knives of any kind, they must be boxed and sealed.

Fairpark Management will not permit the sale or display of obscene or vulgar material and reserves the right to remove from the grounds any product, exhibit, sign or advertising matter which is not in harmony with the overall goals and objectives of the Fair.

No loud speaker, amplifier, or sound device shall be used in the exhibit space without prior written approval of the Fairpark Management. Excessive noise from any source, including televisions, stereos, organs, saws, microphones, motors, etc., will not be allowed. Health Department guidelines for acceptable noise levels will be enforced. No live music is allowed in any booth.

Microphone brand and bandwidth must be reported to Fairpark Management and must comply with the following specifications to avoid interference with Fairpark's paging system:

1. VHF bandwidth only (No UHF bandwidth, or lower than VHF bandwidth).
2. Must be in proper working condition.
3. Must be of a professional grade.
4. No Comtek brand devices allowed.
5. No bullhorns allowed.

Dust, smoke or smells from the burning of scented candles, incense products, product demonstrations, etc. is prohibited.

Under no circumstances shall a vendor/concessionaire change the contents of their leased space or services offered without written permission from the Fairpark Management once a Lease Agreement has been issued. If it is found that a vendor has changed space contents or services as indicated on their Lease Agreement, they will be fined and the original intent of the booth must be restored or they will be removed.

The contents of any commercial exhibit space must be related products or services. For example, a single booth selling both sunglasses and funeral plans would not be allowed.

No exhibit space is allowed to be shared or sublet.

All solicitations must be confined to the area inside the leased booth space. By order of the Utah State Fairpark Fire Marshall, no person, equipment, boxes, booth contents, etc., may block aisles or corridors.

No Commercial Vendor will be permitted to distribute advertising material on the Fairpark except in their allotted space. Any solicitations outside the confines of your booth or the tacking or posting of any advertising material on the grounds, buildings or fences, other than inside the booth space, can result in confiscation of signs or banners, expulsion from the Fair and/or forfeiture of fees.

It is strictly prohibited for anyone to pass out advertising material, take surveys or conduct business of any kind in the parking lots owned and/or operated by the Utah State Fair Corporation.

No small motorized vehicles such as golf carts, Segway's, motorized skate boards, scooters, etc. will be allowed inside the Fairpark without prior written permission from the Fairpark Management except vehicles required by the disabled.

In addition, roller blades, roller skates, skateboards, scooters and other like mannered items are also prohibited on the Fairpark.

Any vendor selling these items must inform their customers that they are not allowed to use it while on the Fairpark.

Vendors are advised that providing derogatory information regarding another commercial vendor is prohibited. In addition, Fairpark Management will not get involved in any price setting/fixing between competing vendors or get involved in any exclusive agreements a vendor may have with a supplier.

No holes in the asphalt or grass will be allowed without prior special written permission from the Fairpark Management.

Laws of the City, County and State of Utah must be strictly adhered to, including the State Fire Code. It is the responsibility of the vendor to acquire any professional licenses which may be required in the regular course of doing business in Utah.

Removal of Goods after the Fair

Exhibits must be removed after 10:00 p.m. on closing day. The commercial exhibit buildings will be open for approximately two hours following the close of the Fair on Sunday and the following day between 8:00 a.m. and 12:00 p.m. The grounds will be open most of the night after the close of the Fair for outdoor exhibits and for vendors to bring their vehicles onto the grounds once it has been deemed safe by Fairpark Management. Outdoor exhibits may also be accessed the following day between 8:00 a.m. and 9:00 p.m.

A written release must be obtained from the supervisor of your area when removing articles or exhibits from the grounds. Written releases will also be available in the Administration Building on the Monday following the Fair from 8:00 a.m. to 4:00 p.m. if not received before the Fair closes on Sunday evening. Do not leave valuable articles in booths on the last night of the Fair. Tents used during the Fair are taken down on Monday morning, the day after the Fair

closes. Any display or structure left on the Fairpark after the second day will be charged a \$50.00 per day storage fee or may be discarded.

Concessionaires will obtain a release form at the time of final settlement once full balance owed to Utah State Fairpark 22.5% commission from food & beverage sales is fully paid. Concessionaires without a release form will not be allowed to exit Fairpark or remove any equipment, stand displays, trailers, tents or products.

Removal of Goods during the Fair

Commercial exhibits or portions thereof may not be removed from the buildings or grounds during the Utah State Fair without prior written consent of Fairpark Management. The written consent will be checked at an outside gate. No exhibit or portion thereof may be torn down or removed before 10:00 p.m. on the closing night of the Fair.

Right of Renewal / Application Process

Invitations to renew for the upcoming Utah State Fair may be mailed to those vendors/concessionaires who participated in the previous year's Fair only and who are in good standing with the Fair. The Space Lease Agreement between the Utah State Fair and vendors or concessionaires is for one Fair only. Renewal for each year's Fair is by invitation only. Such a renewal is conditional upon the vendors/concessionaires fulfillment of the previous year's Space Lease Agreement, adherence to the rules and regulations as outlined in this handbook, regardless of the number of years an vendor may have participated in prior Utah State Fair's, and vendor/concessionaire evaluations as outlined in the handbook. Space may be awarded or declined based on a need for variety and best-use determined by the Fairpark Management, the Fair Executive Director, and or Utah State Fair Board of Directors.

Vendors/Concessionaires may be offered the same space they occupied the previous year if the Fair layout stays the same. The Fairpark Management reserves the right to change the layout of the commercial buildings, outdoor exhibits, and concessions.

In the event the leased space is changed, eliminated, condemned, or rearranged after a Lease Agreement has been signed, the Fairpark Management may reassign another space to the vendor/concessionaire.

The renewal period will begin in March when Lease Agreements, instead of applications, are emailed to those vendors/concessionaires meeting the renewal criteria. **Any vendor/concessionaire not returning their contract by 4:00 p.m. MDT on Friday, April 17, 2020 or having it postmarked by April 17, 2020 will forfeit the space they held the previous Fair.**

Applications for new vendors/concessionaires will be available March 2, 2020. Spaces are offered on a first come, first served basis based on products or services and at prevailing prices.

To be considered as a new concessionaire (food vendor), you are required to submit references from other Fairs/Events, pictures of your concession trailer (including all sides and storage area), a graph or map showing the foot print of your space including dimensions, your menu and pricing, and contact information to the Administration Office.

New vendors/concessionaires or vendors/concessionaires desiring to make changes to their location or items being sold must submit an application after April 15, 2020. All applications must be filled out completely including all items being displayed, sold and any free drawings or prizes offered. If an application is not filled out completely and signed, it will not be considered. Locations will be assigned, in part, based on the products and/or services listed on the application. When filling out the application, more than one location choice will be required. Every effort will be made to assign you the location you request; however, the Fairpark Management reserves the right to assign locations to avoid conflicts with vendors/concessionaires displaying or selling the same type of product nearby.

Vendors/concessionaires must advise the Fairpark Management of the products or services they will be selling in their leased space when the application is submitted. Vendors and concessionaires must be very specific when listing the items they plan to sell. Broad descriptions such as 'novelties' or 'toys' will not be accepted. Other examples include cook ware, clothing, jewelry, slicers, books, tools, etc. A detailed list of the exact 'novelties' or exact type of 'jewelry' must be included. Attach a separate list and/or picture(s) if necessary when submitting an application. Any 'exact' items not listed on the application will be prohibited in the leased. Vendors/concessionaires are required to submit any samples of brochures or literature they will be distributing to the public. In addition, a vendor/concessionaire must indicate on their application if they will be using a microphone to demonstrate and/ or sell their product.

Once a vendor/concessionaire has been assigned a location and a Lease Agreement has been issued, there will be no changing of location or the products being sold without prior written approval from Fairpark Management.

All vendors and concessionaires desiring to renew their space assignments are responsible for updating any address changes with the Fairpark Management prior to December 29th.

Rule Violations

Whenever a violation of any Utah State Fair rule or Lease Agreement is noted by the Fairpark Management, an infraction ticket will be written and a copy will be left with the vendor. Copies of each recorded violation will be reviewed and placed in the vendor's file. Any violation(s) are cause for:

1. A fine
2. Not inviting the vendor to return the following year
3. Depending on the severity of the rule infraction, it may be cause for the immediate closure of the exhibit.

Vendors and/or concessionaires deemed unsuitable by the Fairpark Management after setup will not be allowed to open until they correct the perceived problem. Should they not comply with the rules and regulations outlined in this handbook regarding State Fair goals and values they may be removed from the grounds and all monies paid forfeited.

Vendors/concessionaires who may be found vandalizing Fairpark property or the property of other vendors/concessionaires will also be removed from the grounds, without a refund and may be subject to criminal prosecution.

Sales Tax

The following information applies to all temporary events in which food and/or merchandise will be sold. All vendors must obtain a Temporary Sales Tax License and Special Return Form; this includes businesses that already have a Utah State Sales Tax License.

This license is independent of any other license and is issued at the beginning of the Utah State Fair by a representative of the Utah State Tax Commission Special Event Unit. There is no cost for this license. The sales taxes must be remitted the last night of the Fair, or business will receive a \$50.00 fine for late submission. Taxes are not allowed to be mailed in.

If you have any questions please call the Utah State Tax Commission, Special Event Unit at (801) 297-6303 or (800) 662-4335 ext. 6303.

Sampling

As part of your booth fee, samples not exceeding two (2) ounces in quantity or 2" X 2" X 2" size may be distributed within your leased space. This rule applies to food, merchandise, cosmetics, etc. These samples can be given out only within your leased space and all rules and regulations outlined in this handbook apply.

Also available is a Sampling Sponsorship Package for the Fair. There is a set fee for this package and sampling may take place at the entrance/exit gates or other specific locations throughout the Fairpark with varying hours. For this fee, sponsors receive a benefit package that outlines their responsibilities and the responsibilities of the Utah State Fairpark. Any interested company or group may contact the Utah State Fairpark Marketing Department.

Setup / Care of Exhibits

Indoor exhibit setup times are as follows:

Monday – September 7, 2020

9:00 a.m. to 5:00 p.m.

Tuesday – September 8, 2020

8:00 a.m. to 6:00 p.m.

Wednesday- September 9, 2020

8:00 a.m. to 9:00 p.m.

Thursday – September 10, 2020

8:00 a.m. to 9:30 a.m.

Outdoor exhibit setup times are as follows:

Monday – September 7, 2020

9:00 a.m. to 5:00 p.m.

Tuesday – September 8, 2020

8:00 a.m. to 6:00 p.m.

Wednesday – September 9, 2020

8:00 a.m. to 10:00 p.m.

Thursday – September 10, 2020

8:00 a.m. to 9:30 a.m.

Each morning of the Fair the grounds will be open at 7:00 a.m. and the buildings will open at 8:30 a.m. on Fridays and Saturdays and 9:00 a.m. for the remaining of the days for vendors and concessionaires to stock their booths. Vehicles are allowed onto the Fairpark between 7:00 a.m. and 9:30 a.m. However, all vehicles must be removed before 9:30 a.m. each day of the Fair or they will be towed away at owner's expense.

Vehicles needing access for stocking purposes will be allowed through a designated gate, to be determined at a later time. Vendors/concessionaires will not be allowed to enter through any other gate with their vehicle, nor will they be allowed to park in lots, A, C, D, or E to service/stock their location. Gate passes will be collected upon entry for all persons in the vehicle and a hand stamp may be obtained for re-entry.

Staking

Any vendor or concessionaire planning to drive any type or stake of fastener more than 6" into the ground is required to notify Fairpark Management prior to doing such. In addition, the vendor/concessionaire is required to contact **BLUE**

STAKES (1-800-662-4111) and receive clearance from utilities. The reference number and clearance tickets must be submitted to Fairpark Management prior to receiving approval.

Stock Trucks

As a convenience to vendors/concessionaires the Utah State Fair may have a stock truck parking area located on the Fairpark. This lot would be filled on a first come first serve basis.

Electricity may be provided to trucks/trailers in this lot for an additional fee.

Vendors/Concessionaires wishing to utilize this lot are required to mark it on their lease agreement as well as provide a graph or map showing the foot print of the space needed including dimensions. Please include any space needed for stairs and/or loading and unloading areas.

Telephone / Internet Service

Telephone / internet service to vendors/concessionaires is available to select locations. Check with the Fairpark Management before choosing a location should you need these services. Vendors/concessionaires are responsible for ordering and paying for their own phone service by contacting Century Link at (800) 603-6000. Telephone / internet service is not included in the space lease price.

Tents

All tents utilized throughout the Utah State Fair must be of the commercial type. No "easy-up", "pop-up", or "instant canopy" style tents are allowed. All tents exceeding 400 square feet must be approved by the State Fire Marshal or its representative.

All tents must meet the performance criteria as outlined in NFPA 701 as well as any other regulations outlined by the National Fire Protection Association (NFPA), the International Fire Code (IFC), and the Utah State Fair.

All tents must have a label affixed to them bearing the identification of size and fabric or material type.

Any vendor/concessionaire renting or leasing tents from someone other than the Fairs tent provider must be present to accept delivery of such tents and must receive approval from Fairpark Management prior to installation. Additionally, it is the responsibility of the person(s) or company installing such tents to abide by the staking rules outlined in this handbook.

Three Day Cancellation of Sales at the Utah State Fair

All commercial vendors must be in compliance with Utah Code Section 13-11-4(2)(m) which states that they must furnish a notice of the purchaser's right to cancel a direct solicitation sale within three business days of the time of purchase if the sale is made other than at the supplier's established place of business pursuant to the supplier's mail, telephone, or personal contact and if the sale price exceeds \$25.00, unless the supplier's cancellation policy is communicated to the buyer and the policy offers greater rights to the buyer than Subsection (2)(m), which notice shall be a conspicuous statement written in dark bold at least 12 point type, on the first page of the purchase documentation, and shall read as follows: "YOU, THE BUYER, MAY CANCEL THIS CONTRACT AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY (or time period reflecting the supplier's cancellation policy but not less than three business days) AFTER THE DATE OF THE TRANSACTION OR RECEIPT OF THE PRODUCT, WHICHEVER IS LATER."

Utilities

Electricity

The Utah State Fair does not assume responsibility or liability for electrical failures of any kind Force Majeure, for damage to equipment/property caused by drops or increases in power supply, low voltage, or power surges and shall not be liable for loss of profits or revenue, loss of use of equipment, cost of capital, cost of temporary equipment, or for any special, indirect, or any damages due to interruption or fluctuation in service on the grounds.

Correspondingly, all vendors and concessionaires expressly agree to indemnify and hold harmless the Utah State Fair Corporation, its members, employees and contractors from such claims. In no case will the Utah State Fair be held responsible for loss of profits, revenues or loss of equipment.

Each 10' X 10' booth location receives 1 outlet producing 5 amps of 110 volt electrical power included in the price of the booth. Any additional electrical power requirements must be requested on the Commercial Exhibit Lease Agreement or Concessionaire Lease Agreement and paid for with the final booth payment. If not indicated on the Lease Agreement, any requests for special power must be made in writing by August 20th. Any request after August 20th will be subject to additional charges and will need to be paid by the vendor/concessionaire directly to the Administration Office before additional service will be provided. **Vendors/Concessionaires will be charged \$25 late request fee, \$20.00/quarter hour minimum for electrician services, charged the cost of any material required and charged for the additional power as listed below, for service not requested by the August 20th deadline.**

Please be aware that lighting is not provided with any vendor space. Fairpark encourages the use of LED or energy efficient lighting.

Listed below are the charges for additional power. For example, one light bulb is between 60 and 100 watts. Therefore, five 100 watt bulbs equal the 500 watts or 5 amps of power allotted per booth. Once the Fair opens, it will be extremely difficult to get additional power.

Additional Vendor 110V Service

- 5 amps \$25
- 10 amps \$35
- 20 amps \$55
- 30 amps \$75

Additional Vendor 208V Single-phase

- 30 amps \$125
- 50 amps \$210
- 100 amps \$320
- 200 amps \$640

All Vendors and Concessionaires must provide proper sized and approved cable (up to approximately 100') to connect to an existing service outlet, or pay for any equipment/materials needed for the hookup. Extension cords must be for heavy duty use and appropriate for wet/damp locations. All vendors and concessionaires must use GFCI-protected cords. The Fairpark reserves the right to refuse to connect any electrical service to equipment that is not considered safe.

The wire sizes required for each size of electrical service (in accordance with National Electrical Code) is as follows:

<u>Size of Service</u>	<u>Minimum Wire Size</u>	<u>Size of Service</u>	<u>Minimum Wire Size</u>
30 Amp	# 10	60 Amp	# 6

40 Amp	# 8	100 Amp	# 3
50 Amp	# 6	125 Amp	# 1
		200 Amp	3/0

Fairpark Management will inspect all leased space during the Fair to ensure no one is using more electricity than they have been authorized. In the event it is found a vendor or concessionaire is knowingly using more power than authorized and paid for, the vendor or concessionaire may be fined up to \$300.00 and/or the booth closed.

A \$200.00 fine and/or expulsion from the Fair will be assessed to anyone found entering into a Fairpark electrical panel or tampering with electrical lines or outlets in any way.

Electricians have been instructed not to provide service to any appliance, trailer or panel that is not properly grounded. Electricians will not provide service to non-UL approved equipment or faulty or hazardous equipment. No wiring will be done in individual stands or trailers by State Fair electricians.

At no time can a vendor or concessionaire make any additions or modifications to electrical services without Fairpark Management’s approval. See ‘Construction and Improvements’

All electrical appliances must be turned off no later than 8 a.m. the Tuesday after the State Fair ends. Electricians will disconnect all electrical services to vendors and concessionaires Tuesday at 8 a.m.

Any vendor or concessionaire needing electrical service beyond 8 a.m. the Tuesday after the State Fair ends will need to make arrangements with the Administration Office and will be charged an additional fee for the service extension.

Gas Service

Gas service is only available to concessionaires located in the North Food Court. Concessionaires are responsible for the maintenance of the gas line(s) from the point where they hook into the Fairs connection. If there is no service available in the concessionaire’s location or if the service needs to be relocated, the concessionaire will be responsible to pay for any cost associated with the addition or relocation. At no time can an addition and/or modification be done without Fairpark Managements approval. See ‘Construction and Improvements’

Fairpark Management does not assume responsibility or liability for gas disruptions of any kind, for damage to equipment/property caused by disruptions and shall not be liable for loss of profits or revenue, loss of use of equipment, cost of capital, cost of temporary equipment, or for any special, indirect, or any damages due to disruptions in service on the grounds.

Water and Sewer

Vendors and concessionaires needing water for operations must bring sufficient and compliant water hose(s) to connect to the nearest water source. Most water sources are within 100’ feet of most locations. **However, it is ultimately the vendors and/or concessionaire’s responsibility to have the required length of hose to access water. Cost for Water and/or Sewer is \$60.00.**

If a vendor or concessionaire installs a water hose over a walkway, street, or through another vendors/concessionaires space, it must be approved by Fairpark Management and covered using an approved method to prevent any possible accidents that may occur.

Any vendor/concessionaire that connects to an outside water source must provide a hose bib vacuum breaker.

By Law, all gray water must be dumped or pumped into a sanitary sewer drain (**not a storm drain**). If a vendor/concessionaire is not aware of the location of a sanitary sewer drain or is unsure of the type of drain they are planning to use, it is the vendors/concessionaires responsibility to seek Fairpark Management for clarification.

If sanitary sewer is not available near the vendors/concessionaires space, it is the responsibility of the vendor/concessionaire to obtain and service the necessary holding tank.

Any vendor/concessionaire found dumping into/onto anything other than an authorized sanitary sewer drain will be assessed a minimum of \$300 and required to pay all costs associated with damages to include, but not limited to, labor and materials.

Fairpark Management does not assume responsibility or liability for water or sewer disruptions of any kind, for damage to equipment/property caused by disruptions and shall not be liable for loss of profits or revenue, loss of use of equipment, cost of capital, cost of temporary equipment, or for any special, indirect, or any damages due to disruptions in service on the grounds.

Once a utility is installed, it becomes the property of the Utah State Fair and will remain under the control of the Fair. The vendor/concessionaire will continue to be responsible for the maintenance of the service from the point where they are hooked into the Fairs service connection for as long as the vendor/concessionaire uses the service. Fairpark Management reserves the right to shut off or disconnect the utility when it is determined by Fairpark Management that the service does not meet the Fairs standards, or if any relocation is deemed necessary.

THANK YOU FOR COMPLYING AND WELCOME TO THE UTAH STATE FAIR!