



The Delaware State Fair

July 18-27, 2019

Concession Rules FAQ

The rules mentioned below are some of the most misunderstood or violated. Please read them carefully.

ADMISSION GATE PASSES, CREDENTIALS AND NAME BADGES

Each Concessionaire and their authorized personnel must purchase and use a gate admission pass in order to enter the Fairgrounds any time paid gate hours are in force. No gate admission passes or credentials are issued as part of the Concessionaires' Commercial License Agreement. Concessionaires must purchase their admission passes through the Fair's Box Office. Discounted gate admission passes may be purchased any day up to and including during Fair. Concessionaires and authorized personnel must strictly follow the Fair's policies and procedures relating to same day/night re-admission (hand stamp plus display of previously used gate admission pass/ticket). No refunds will be issued for unused gate admission tickets/passes at the conclusion of the Fair. Concessionaires are encouraged to use a professional looking form of name badge to identify themselves and their personnel while working in or about their space or lot.

OPERATING HOURS

Exhibits must be open and staffed each and every day at published opening and closing times during the annual Event. The Fair reserves the right to adjust the closing time based on certain conditions (i.e. attendance, weather, etc). Failure to open exhibit on time and/or to fully staff exhibit until the appointed closing time shall be considered a material breach of this Agreement and may be cause for non-renewal and/or cancellation and removal of violator's exhibit during the course of the Fair.

A. Outside Concessionaires

- i. Thursday, July 18: 12:00 NOON – 11:00 PM
- ii. Friday, July 19 – Saturday, July 27: 11:00 AM – 11:00 PM

B. Machinery Lot Concessionaires

- i. Thursday, July 18: 12:00 NOON – 9:00 PM
- ii. Friday, July 19 – Saturday, July 27: 11:00 AM – 9:00 PM

C. Marketplace Tent Concessionaires

- i. Thursday, July 18: 12:00 NOON – 11:00 PM

ii. Friday, July 19 – Saturday, July 27: 11:00 AM – 11:00 PM

D. Delaware Building Concessionaires

- i. Thursday, July 18: 12:00 NOON – 8:00 PM
- ii. Friday, July 19 – Saturday, July 27: 12:00 NOON – 8:00 PM

E. Exhibit Hall Concessionaires

- i. Thursday, July 18: 12:00 NOON – 10:00 PM
- ii. Friday, July 19 – Saturday, July 27: 11:00 AM – 10:00 PM

TENTS

All tents utilized throughout the Delaware State Fair shall be a commercial type frame, pole or canopy style tents; no “easy-up,” “pop-up” or “instant canopy” style tents shall be allowed. All tents must be securely staked or weighted to prevent movement; all stakes and weights must be within the space licensed by Concessionaire, and must be installed so as to not create a tripping hazard or be visually objectionable. Tents may only be rented or leased from the Fair’s approved tent companies. The names and phone numbers of these tent companies are identified each year by the Fair and made available to all Concessionaires. Concessionaires renting or leasing tents must be present to accept delivery of such tents, and must check in with Fair’s Concessions Department for location placement prior to tent installation. If the Concessionaire is not present at the time of tent delivery, the tent supplier will not be permitted on the lot and no tent shall be installed. All tents must be removed from the Fairgrounds no later than Sunday, July 28 at 12:00 noon.

MOTORIZED CARTS

All golf carts/gators or other motorized carts to be utilized anywhere on the Fairgrounds MUST display a permit issued by The Delaware State Fair, Inc. Drivers must possess a valid Driver’s License and be able to produce the license if requested. All persons riding on vehicle must have a seat space. NO hanging, standing or lap sitting allowed. In order to obtain a permit or permits, a request form must be submitted along with proof of insurance no later than April 30, 2019. Upon your arrival, your permit must be picked up in the Fair’s Administration Building. Along with the permit will be an approved golf cart route map and authorized hours of operation. The first offense will result in a warning. Multiple offenses will require you to remove your vehicle from the Fair and your permit fee is non-refundable. Any renewal contracts will also be in jeopardy if these rules are not strictly followed and/or result in violations.

DESIGNATED BOTTLER

All concessionaires selling bottled water, juices, sports and energy drinks and soft drinks (bottled or fountain) must stock and use the designated bottler’s products only. Maintaining a good rapport with the designated bottler (one of the Fair’s major sponsors) is extremely important to the Fair. The designated bottler provides a significant amount of resources in managing our recycling effort throughout the grounds in addition to providing advertising and marketing strategies to bring guests to your business. Please plan to purchase all beverage products, syrup, CO2 and cup products from the designated bottler. No menu boards, signage, logo cups or other promotional materials should feature the name or logo of any other bottler except for the Fair’s designated bottler, as this is an exclusive designation, any violations will subject the Concessionaire to removal from the grounds. Fair Management will make periodic, unscheduled on-site visits to verify compliance.

INSURANCE

Each Concessionaire must have occurrence form commercial general liability insurance coverage on all their activities and operations at the Fair. Coverage requirements are as follows:

- A. A minimum of \$1 million dollars (\$1,000,000) combined single limits per occurrence, \$2 million dollars (\$2,000,000) annual aggregate, insuring against claims for bodily injury and property damage. The maximum permissible deductible shall be \$250 per occurrence. The policy must be deemed primary and non-contributory.
- B. Where applicable, Concessionaires must also have coverage insuring against claims from products liability and products/completed operations.
- C. The Delaware State Fair, Inc. shall be named as "additional insured" with respect to Concessionaire's operations/activities on the certificate of insurance. Listing The Delaware State Fair, Inc. as a certificate holder is not acceptable.
- D. All Concessionaires are required to provide a certificate giving proof of workers compensation insurance coverage in compliance with the requirements of Delaware law or provide evidence of their exemption from the same.
- E. At a minimum, the term of coverage should span the entire time Concessionaire and/or their goods and equipment is/are present on the Fairgrounds (including setup and teardown days, pre and post-fair camping) or the duration of the event whichever is the longer period. In the case of all permanent stands, Concessionaires owning the stands must procure and maintain the minimum levels of liability coverage identified hereunder for the entire year without interruption. Failure to maintain said coverage for the entire 12 months shall result in the cancellation of the License Agreement and shall trigger the requirement that Licensee remove the stand at Licensee's expense.
- F. In the case of a permanent stand, in the event of a fire or casualty loss that renders the stand unusable for its intended purpose, the Licensee at its expense shall remove the stand from the Fairgrounds.
- G. Insurance carriers must provide the Fair with a minimum of thirty (30) days written notice of any policy cancellation or material change in policy terms.
- H. All insurance certificates and the declarations page must be provided to the Fair no later than April 30, 2019. For License Agreements issued after April 30, 2019, the insurance certificate must be provided within fifteen (15) days of the issuance of the License Agreement.
- I. Concessionaires failing to timely meet the obligations of this paragraph may lose their Exhibit Space, and under no circumstances will an Concessionaire be allowed to set up, camp or otherwise enter on to the Fairgrounds unless the above insurance is in place as of the date they come onto the grounds or the opening date of the Fair whichever is the first to occur.

CASH REGISTERS - CONCESSIONAIRES ON PERCENTAGE SALES: All food Concessionaires agree to pay 15% percent of their daily gross sales or the guarantee amount as stated on their agreement, whichever is greater, in addition to any other amount indicated in the Agreement. "Gross Sales" means the total amount of all revenue received from the sale of food and drink products. Concessionaire agrees that the Fair may, from time to time, and at any time, audit the operation of the Concessionaire, including all cash receipts, debit/credit receipts and Fair food vouchers, for purposes of confirming the accuracy of all reports of gross sales as required under the Agreement. All sales reports and payments must be made by the Concessionaire, prior to the opening of that exhibit or concession on the next day. Failure to comply with these financial reporting procedures will be considered a violation of the License Agreement.

A. Cash Registers

All food Concessionaires must supply and use a Fair approved cash register or accounting system to record all sales transactions, including cash, debit/credit and Fair food vouchers. So that accurate records can be kept, each cash register must be capable of the following:

- 1) Dual Tape/Readable Tape (customer must be given a receipt)
- 2) Display viewable by the customer (pivot display suggested)
- 3) Continuous Grand Total
- 4) Cumulative "Z" Counter
- 5) "X" Readings
- 6) 30-Day Back Up Battery
- 7) "Current" Printed Date and Time on Detail Tape
- 8) Key Protector
- 9) Cash Drawer must be linked to the register and automatically open and close with each transaction
- 10) Price Look Up (PLU) or Preset Keys for each product sold

B. Daily Sales Reports

Under the License Agreement, you are required to maintain a daily record of all gross receipts derived from your operation. This record is to be available to the Fair at any time during the Fair. Daily sales report forms will be provided at check-in. Daily "Z" reports will be required that give a breakdown and accounting of all sales activity for each day. Please check the status of the receipt and journal tapes prior to a "Z" out to make sure you do not lose any daily sales information due to lack of register tape. Attach the "Z" tape to the daily sales report so the Fair staff can double-check your figures. When changing journal tapes, the used tape must be kept on grounds during the entire Fair.

The previous day's daily sales report together with an approved "Z" tape report must be turned in to the Concessions/Cashiers Office in the Administration Building between 8:00 AM and 12:00 noon daily. Only complete daily sales reports will be accepted. Please allow enough time so that any questions concerning sales sheets or other issues can be addressed. Once your sales figures are approved and calculated any amounts due must be paid to the Concessions Cashier. We will maintain a continuous running total of your sales. A copy of which will be available upon request from the Concessions Cashier. Anyone requesting the return of their "Z" tapes must submit the request prior to the last day of Fair. A daily report and Z tape submission must be made for each register.

C. Register Tagging

Fair staff will check each stand/booth to record the model numbers and serial numbers for all cash registers, including backup registers. This procedure will help eliminate any confusion for vendors with multiple stands and more than one register in any stand. Once it is approved for use, each register will get its own register tag. Please be aware that registers cannot be used for sales until they have been tagged and the information has been recorded. The Audit team will set up an appointment with you to tag your registers once you are set up and ready.

D. Register Tapes

Under the License Agreement, all cash register tapes, documenting your sales are to be turned over to the Fair daily. For the purpose of maintaining an accurate audit trail, all cash register tapes need to be identified by the Fair register tag number, name of exhibit/stand, contract number and date. All tapes need to be clear and legible. No faded tape register receipts will be allowed so be sure to have a backup inking system available.

E. Receipts

All Concessionaires on percentage sales, who are required to utilize a cash register as described above, MUST issue a sales receipt to the customer for each sales transaction. The receipt must be handed to the customer after every transaction, this includes credit cards. This procedure is not optional and Concessionaires/Vendors should not ask the customer if they want the option of receiving a receipt. Failure to issue receipts may result in the Concessionaire/vendor being required to issue a refund for the transaction for which the receipt was not issued.

F. Register Operation

Concessionaires must program their cash registers with either PLUs or programmable keys for each product on their menu. Entering amounts that are not attached to a programmed product is not permitted. Register keys may not be left in the register or in the drawer of the register and must only be accessible by a manager. The “no sale” key must be active and recorded to the “Z” report. Registers that do not record “no sale” transactions will not be approved.

G. Debit/Credit Card and Fair Food Voucher Sales

Concessionaires that operate registers must setup a payment type for debit/credit card and Fair food voucher sales. Debit/credit card and Fair food voucher sales cannot be entered as cash sales. All debit/credit card and Fair food voucher batch reports must be submitted with the daily “Z” report when reporting sales each day. The total on the debit/credit card and Fair food voucher batch report will be compared to the total debit/credit card and Fair food voucher payments on the cash register “Z” reports. If the debit/credit card and Fair food voucher payment total on the cash register “Z” report is less than the debit/credit card and Fair food voucher batch report then the gross sales total will be adjusted upwards for the difference. This step is required in order for all vendors to remain consistent in ringing up sales and not to be dependent on your card processing company or equipment. Debit/credit card sales transactions can be combined on one key. Fair food voucher transactions must be entered using a separate key.

MEAL TICKETS

Official Delaware State Fair Meal Tickets/Vouchers must be accepted by all food Concessionaires. Only current year tickets/vouchers should be accepted. All meal vouchers are issued in the face amount of \$5.00. **All Concessionaires must accept food vouchers for payment and change must be given for purchases less than the amount of the meal ticket(s)/voucher(s) presented.** All meal tickets must be submitted to the Concessions Cashier (Fair Office) daily with your daily settlement sheets. Failure to adhere to this policy, including acceptance and make change requirements shall be deemed a material breach of the License Agreement and subject the Concessionaire to a fine of \$100 for each violation. Violations may result in the Concessionaire being asked to leave the grounds and non-renewal of any future contracts.

All information above must be shared with all of staff members and personnel on your team. Please sign below to confirm that you have thoroughly read and understand the rules above and will comply by them. Failure to sign and comply with rules above will result in termination of your contract. Thank you.

LICENSEE:

LICENSOR – THE DELAWARE STATE FAIR, INC.

Signature (type full name if filing electronically)

William J. DiMondi, General Manager

Printed Name and Title

Robin L. Rockemann, Concessions Manager

Cell Phone

E-Mail Address