

THE DELAWARE STATE FAIR



CONCESSIONS MANUAL

RULES AND REGULATIONS

July 18 – July 27, 2024

The Delaware State Fair, Inc.

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www.delawarestatefair.com

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FROM THE DESK OF THE GENERAL MANAGER

The Delaware State Fair celebrating 105 years of family entertainment and this year's theme, "Small State BIG Fun!" is the perfect way to spotlight a wonderful state like Delaware. Planning is underway for the 2024 installment of the fair running our traditional ten days from July 18th – July 27th. Your interest in becoming a sponsor, exhibitor or concessionaire is very much appreciated, as you are an important part of the many highlights to an event that expects over 300,000 visitors.

This year's 10-day extravaganza features amazing Concert Entertainment on our M&T Bank Grandstand, Circus Hollywood's European style big-top circus, Wade Shows' amusement rides for the whole family, an enticing array of educational exhibits from Delaware's best and brightest students who exhibit through their 4-H and FFA programs, a steadily increasing number of livestock exhibits, a dazzling farm machinery equipment lot, an extraordinary collection of grounds entertainers, a plaza area offering performers scheduled throughout the day and evening, pig races, first class grandstand shows, and all types of family fun.

The purpose of this manual is to furnish you with information that should be helpful if you are a returning concessionaire or deciding whether you would like to apply to lease ground or building space this year. For those readers who are already committed to attending our fair this year, we are glad that you have decided to return. You will not be disappointed.

The Delaware State Fair is considered by many to have one of the finest fairgrounds in the Mid-Atlantic area. We are extremely proud of our clean and modern facilities.

On an annual basis, as we continue to grow, our fair patrons witness steady improvements to our buildings, parking and roads. The Wade Shows, long considered as one of the top three carnivals in America, will return this year to The Delaware State Fair.

After reviewing this manual, if you have any questions, please feel free to contact our Concessions Manager, Robin Rockemann, by e-mail at robin@thestatefair.net or call her at 302-398-7005 (office) or 302-632-9279 (cell). Your questions and comments are always welcome.

We look forward to your participation at this year's Delaware State Fair. We're glad you will be at the Fair this year!

Sincerely,



Danny R. Aguilar, CFE
General Manager



II. INTRODUCTION

This manual has been prepared for you, our current and prospective Delaware State Fair Concessionaires, as a guide to help you in your efforts to serve our visitors.

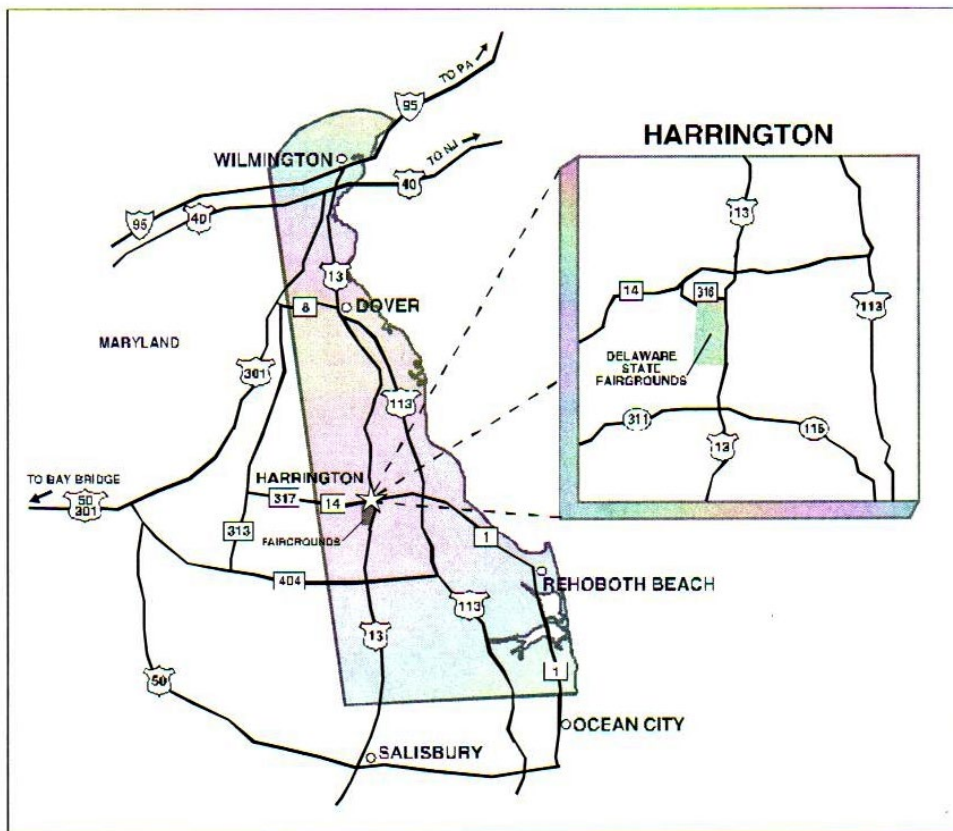
Management reserves the final and absolute right to interpret these rules and regulations, settle all matters, answer questions and differences incident to the Fair and/or the management, control, and protection of The Delaware State Fair.

Violation of any of the terms and conditions of a License Agreement, and/or Concessions Manual may cause the full amount of space rental to become due and cause a revocation and forfeiture of all rights and privileges therein granted to Concessionaire, in which case all sums paid or contracted to be paid shall become the property of The Delaware State Fair as liquidated damages for said breach. The Delaware State Fair, Inc. shall have a lien on all property being kept, used, or situated upon leased premises on the Delaware State Fairgrounds for any unpaid rents and damages sustained by breach of contract by Concessionaire.

The words “concession”, “exhibitor” and “vendor” may vary in usage from one Fair or trade show to another. At The Delaware State Fair, all commercial exhibits, which denote “for display only” of products, services or concepts and vendors or those selling merchandise and food, shall be referred to as Concessionaires.

Many questions asked by Concessionaires are answered here. Thorough study of the manual can save you both time and money, and many common problems can be averted. If you have any questions, please call or email, Robin Rockemann, Concessions Manager, (302) 398-7005 or robin@thestatefair.net.

It is your responsibility to be knowledgeable of and to understand all the terms and conditions expressed in this manual and your specific License Agreement.



Our GPS Address is:
 18500 South DuPont Highway
 Harrington, DE 19952

From Wilmington/Philadelphia:

Take I-95 South toward BALTIMORE. Merge onto DE-1 South via exit number 4A toward CHRISTIANA/MALL ROAD (Portions toll). Exit 97 toward Salisbury/Norfolk. Turn LEFT onto S. DUPONT HWY/US-13 S South to Harrington, DE, approximately 17.5 miles. Cross railroad tracks and fairgrounds are on the right.

From Baltimore/Washington DC:

Take US-50 East/US-301 North (Portions toll). At the US-50/US-301 split, bear right taking the US-50 East exit toward OCEAN CITY. Turn LEFT onto MD-404 East toward DENTON/REHOBOTH. Continue to follow MD-404 East. Take the MD-313 ramp toward DENTON/GREENSBORO. Turn LEFT onto MD-313 North. Turn RIGHT onto MD-317 East. As you cross into Delaware, MD-317 becomes DE-14. Continue to follow DE-14 East toward Harrington. Follow signs to the fairgrounds.

From Salisbury, MD:

From US-50, take US-13 North. Follow US-13 North through Laurel and Seaford. Fairgrounds are located 4 miles north of Farmington on your left.

From DE Beaches:

Follow DE-1 North toward Milford. Turn left onto NE FRONT ST/NEW WHARF RD/DE-14 West. Continue to follow DE-14 West. At the intersection of DE-14 and US-13, turn LEFT onto S. DUPONT HWY/US-13 South. The fairgrounds will be located on your right.

IV. OUR PRIMARY FACILITIES

Consistently rated as one of Delaware's Top 3 tourist attractions, The Delaware State Fair is situated on over 300 acres which supports over 40 buildings. The following facilities, apart from the Harrington Raceway & Casino, are available for rent on a year-round basis.

- A. HARRINGTON RACEWAY & CASINO** After opening a new addition in 2007 and completely renovating the existing facilities, Harrington Raceway & Casino is a 135,000 square feet entertainment destination. The Casino features over 2,100 slot machines, a 300-seat banquet/conference room, Onion Jacks restaurant, a fine dining signature restaurant called Bonz, as well as Murphy's Race and Sports Book in the upper level of the Grandstand. The Casino is open 24/7 year-round except at Christmas and Easter.
- B. THE CENTRE ICE RINK** A public ice-skating arena August through May. 4-H and FFA exhibits are in the Arena during fair time.
- C. CONCERT STAGE AND M&T BANK GRANDSTAND** Our primary concert venue during the Fair is comprised of a permanent concert stage with a seating capacity of approximately 8,100.
- D. HERTRICH PLAZA** An open-air free entertainment plaza comprised of 24,900 square feet bounded by the Dover Building, the Exhibit Hall and the M&T Bank Grandstand. The Plaza includes a covered entertainment stage and bench style seating for approximately 750 patrons. The Plaza is the site where staged entertainment is presented nightly during the Fair.
- E. EXHIBIT HALL** Built in 1997, the Exhibit Hall contains approximately 10,000 square feet of air-conditioned commercial exhibitor and sponsor space at the Delaware State Fair. Over 40 commercial exhibit spaces are contained in the main hall, which is just over 10,000 square feet. Restrooms are located within the building as well. For further information relating to commercial exhibit space in the Exhibit Hall, see section 4C.
- F. QUILLEN ARENA** With seating for over 3,000 spectators, the Quillen Arena hosts events ranging from rodeos to tractor pulls and large animal livestock judging during the Fair, as well as numerous equine events before, during and after the Fair.
- G. CLUBHOUSE** Located in the upper level of the grandstand; the Clubhouse provides an excellent venue for watching the national acts hosted each year at the Delaware State Fair.
- H. SCHABINGER PAVILION** A covered building without side walls totaling nearly 45,000 square feet, livestock exhibitors house their animals here during the Fair. While not host to commercial exhibitors, both the Schabinger Pavilion and adjacent Kent Building draw significant foot traffic always as competitive exhibitors must tend to their animals and Fair patrons will make their way through to see all the livestock.
- I. KENT BUILDING** Nearly identical to the Schabinger Pavilion in size, layout, purpose and construction, the Kent Building is also a temporary home for livestock to be shown during the Fair.
- J. DOVER BUILDING** Totalling over 15,000 square feet of climate-controlled space with seating up to 2,000, the Dover Building hosts a variety of competitive exhibits during the Delaware State Fair, including the Arts and Crafts, Farm, Fruits and Apiary, Garden Vegetables, Culinary, Flowers, and Needlework departments as well as a variety of contests and demonstrations during the Fair.
- K. SIMPSON BUILDING** Totalling approximately 12,000 square feet, this steel Butler building is host to the Goat Department.
- L. NEW CASTLE BUILDING** An 11,500 square feet building that hosts the goat department during Fair. At other times the building hosts a variety of meetings, training sessions and community outreach events.

M. DELMARVA BUILDING (Poultry Barn) Totaling approximately 11,500 square feet, the Poultry Barn hosts a variety of animals, including poultry, rabbits, and waterfowl during the Fair.

V. COMMERCIAL EXHIBIT SPACES

A. OUTSIDE EXHIBIT AND CONCESSION SPACE:

1. Costs:
 - a. Refer to SUMMARY OF RATES, Section XI
 - b. All outside spaces are required to have a minimum of 15' frontage.
2. Conditions:
 - a. Concessionaire subject to all Commercial Exhibit Rules and Regulations published in this Manual.
 - b. Concessionaires must provide their own booth structure.
 - c. Temporary structures must meet current building, electrical, sanitation and health codes; certain specifications must be met when building a structure, so please submit drawings or plans for approval in advance of building or placing structure.
 - d. Concessionaire is responsible for all internal wiring required to operate and for sufficient, adequately sized cable to reach Fair electrical service panels.
 - e. All food concessionaires must comply with all the procedural requirements set forth in Section X, Par. 19 of these Rules and Regulations.
 - f. Outside exhibit and concession space will be open for setup beginning Monday, July 15 through Wednesday, July 17, setup hours are 8:00 AM to 5:00 PM. Concessionaires are not to set up any displays without checking in with the Concessions Department; all concessionaires must check in by 5:00 PM Wednesday, July 17, or the permitted space will be forfeited.
 - g. Outside exhibit spaces must be manned and operational as follows:
 - i. Opening Day: Thursday, July 18 12:00 NOON - 11:00 PM
 - ii. Friday, July 19 - Saturday, July 27: 11:00 AM - 11:00 PM
 - h. Teardown/Move Out: No removal of items or teardown of booth/stand can begin before 1:00 AM Sunday, July 28. If there is any change in the time, Licensee will receive a text from The Delaware State Fair Notifying them when removal or teardown of booth/stand can start.
 - i. All personal items/exhibits must be removed by 5:00 PM, Sunday, July 28. Any personal items/exhibits left behind will be moved and a storage fee of \$50.00/day will be charged.

B. MARKETPLACE TENT: As with the Exhibit Hall, the primary purpose of the air-conditioned Marketplace Tent is to focus on consumer oriented commercial or educational exhibits. The tent is approximately 200' x 100', and houses approximately 96 (10' x 10') commercial exhibit spaces.

1. Costs:
 - a. Refer to SUMMARY OF RATES, Section XI.
2. Conditions:
 - a. Concessionaire is subject to all Commercial Exhibit Rules and Regulations published in this Manual.
 - b. Each 10' x 10' booth space includes the use of (1) 15 Amp Residential Electrical Outlet. Concessionaires are responsible for providing their own 14-gauge, 3 prong extension cords and a 15-amp surge protector. Failure to bring proper electrical equipment or use of electrical services improperly causing the response of the electrician to your booth during Fair may result in further actions and charges by the Delaware State Fair.
 - c. Concessionaires are responsible for providing any needed tables, chairs, linens or other equipment for booths. Fair provides pipe and drape decoration to separate displays, 8' in rear and 3' on sides, with fronts open.
 - d. No Concessionaire may erect any structure that exceeds 8' in the rear of their display area. Management, at their discretion, may request such structure to be removed at Concessionaire's time and expense.
 - e. Set-up times: The Marketplace Tent will be open for set-up on Monday, July 15 through Wednesday, July 17 from 8:00 AM to 5:00 PM. Concessionaires are not to setup any displays without checking in

with the Concessions Department; all concessionaires must check in by 5:00 PM Wednesday, July 17, or space will be forfeited.

- f. Commercial Exhibit displays/booths must be manned and operational as follows:
 - i. Opening Day: Thursday, July 18, 12:00 NOON - 11:00 PM
 - ii. Friday, July 19 – Saturday, July 27: 11:00 AM - 11:00 PM
- g. Teardown/Move Out: No removal of items or teardown of booth/stand can begin before 1:00 AM Sunday, July 28. If there is any change in the time, Licensee will receive a text from The Delaware State Fair Notifying them when removal or teardown of booth/stand can start.
- h. All personal items/exhibits must be removed by 5:00 PM, Sunday, July 28. Any personal items/exhibits left behind will be moved and a storage fee of \$50.00/day will be charged.

C. THE DELAWARE BUILDING: The Delaware Building is presented by the University of Delaware and is primarily designed for use by State and Federal elected officials as well as State and Federal governmental agencies. The building provides 20 spaces, each approximately 10' x 10' and are open to the public, entering from The Plaza, located between the M&T Bank Grandstand, Exhibit Hall and Dover Building.

- 1. Cost: Refer to SUMMARY OF RATES, Section XI.
- 2. Conditions:
 - a. Concessionaire subject to all Commercial Exhibit Rules and Regulations published in this Manual.
 - b. Each 10' x 10' booth space includes the use of (1) 15 Amp Residential Electrical Outlet. Concessionaire is responsible for providing their own 14-gauge, 3 prong extension cords and a 15-amp surge protector. Failure to bring proper electrical equipment or use of electrical services improperly causing the response of the electrician to your booth during Fair may result in further actions and charges by the Delaware State Fair.
 - c. Concessionaire is responsible for providing any needed extension cords, tables, chairs, linens or other equipment for booths. Fair provides pipe and drape decoration to separate displays, 8' in rear and 3' on sides, with fronts open.
 - d. Set-up times: The Delaware Building will be open for set-up on Monday, July 15 through Wednesday, July 17, from 8:00 AM to 5:00 PM
 - e. Commercial Exhibit displays/booths must be manned and operational as follows:
 - i. Opening Day: Thursday, July 18, 12:00 NOON - 8:00 PM
 - ii. Friday, July 19 – Saturday, July 27: 12:00 PM - 8:00 PM
 - f. Teardown/Move Out: No removal of items or teardown of booth/stand can begin before 1:00 AM Sunday, July 28. If there is any change in the time, Licensee will receive a text from the Delaware State Fair notifying them when removal or teardown of booth/stand can start.
 - g. The Delaware Building will be open on Monday, July 29, from 9:00 AM to 3:00 PM for removal of exhibits. All personal items and exhibits must be removed by 3:00PM, Monday, July 29. Any personal items/exhibits left behind will be moved and a storage fee of \$50.00/day will be charged.

D. EXHIBIT HALL: Our primary purpose is to focus on educational and commercial exhibits brought by sponsors of the Fair. As a sponsor, this is your best opportunity to contact and influence a wide spectrum of those who attend the Fair from Delaware and surrounding areas.

Sponsors exhibiting in the Exhibit Hall enjoy many additional benefits. The Sponsorship Department will be happy to provide interested parties with a detailed proposal tailored to your budget and needs.

- 1. Conditions:
 - a. Sponsors are subject to all Commercial Exhibit Rules and Regulations published in this Manual.
 - b. The building is climate-controlled and contains restroom facilities.
 - c. Basic electric service (120v/10A-single phase) will be provided and charged to each indoor sponsor. If additional electrical service is required, it must be requested on your contract through the Sponsorship Department. If no electrical service is required, sponsors may return Electrical Service Request form indicating waiver of electrical service.
 - d. Sponsors are responsible for providing any needed extension cords, tables, chairs or other equipment

- for the booth. Fair provides pipe and drape decoration to separate displays, 8' in rear and 3' on sides, with fronts open.
- e. Set-up Times: The Exhibit Hall will be open for set-up on Monday, July 15 through Wednesday, July 17 from 8:00 AM to 5:00 PM.
 - f. Commercial Exhibit displays/booths must be manned and operational as follows:
 - i. Opening Day: Thursday, July 18, 12:00 NOON - 10:00 PM
 - ii. Friday, July 19 - Saturday, July 27: 11:00 AM - 10:00 PM
 - g. Teardown/Move Out: No removal of items or teardown of booth/stand can begin before 1:00 AM Sunday, July 28. If there is any change in the time, Licensee will receive a text from the Delaware State Fair notifying them when removal or teardown of booth/stand can start.
 - h. All personal items/exhibits must be removed by 5:00 PM, Sunday, July 28. Any personal items/exhibits left behind will be moved and a storage fee of \$50.00/day will be charged.

VI. REQUIREMENTS FOR THOSE WISHING TO APPLY FOR COMMERCIAL EXHIBIT SPACE

A. SPACE RENTAL APPLICATION

1. For new, first time Concessionaires, please fill out the Concessionaire/Vendor Application located on our website, www.delawarestatefair.com. Incomplete applications will not be accepted. Applications for new concessionaires MUST include at least three (3) color photos (front, side and rear) of what your concession stand, or booth currently looks like when fully set-up or deployed. Photos submitted with your application will be compared to your setup if you are accepted. The submission of these photos is mandatory, and the application will not be considered without the accompanying photos. If your actual on-site setup and appearance is different than the submitted photos, the Concessions Manager reserves the absolute discretion to accept or reject the setup including the opportunity to require modifications to meet the Fair's expectations based on the initial photos that were submitted with the application. Any modifications undertaken by the Licensee are at the expense of the Licensee/Concessionaire. If not remedied, the Concessionaire may be asked to leave, and no refunds will be given. No fees are due at the time of application.
2. In the case of a returning concessionaire who has altered a stand/booth outside appearance, the Concessionaire MUST submit new color photos to be reviewed by the Concessions Manager if the stand/booths outside appearance(s) have been modified since the previous year.

B. ELECTRIC SERVICE

1. Your license agreement shall include your specific electric requirements for each space you occupy. All electric service connections will be temporary and are required to be installed and serviced by the Fair's electricians and each connection shall be billed separately based on the SUMMARY OF RATES, Section XI.
2. If you wish to add/change your electric service request, please contact the Concessions Department.

C. CAMPING

1. Camping space(s) are on a first come first served basis and are available upon request to the Concessions Department.
2. Daily camping rates will depend on what electric your camper requires, 30 amp or 50 amp, and if it is a bunkhouse or standard single living quarters unit.
3. The initial camping charge is based on a 10-night minimum requirement and shall be billed separately based on the SUMMARY OF RATES, Section XI. For camping night requests before or after the 10 days of the Fair, contact the Concessions Department.

4. No campers or motor homes will be permitted in areas other than those designated by The Delaware State Fair, Inc. No tent camping will be permitted. Compliance with these regulations will be strictly enforced and violations may result in expulsion and termination of your license agreement.
5. Campers must provide an approved cord for electrical hookup. No discharge of waste or gray water is permitted. Violators will be fined and expelled.
6. Concessionaires who are assigned a camping space (Concessionaires' Lot and along Simpson Road) will be permitted to park 1-2 vehicles at or near their assigned camping spot. The number of vehicles able to be accommodated will depend on the size of the lot being assigned. A nearby overflow parking area can be used for a second vehicle if requested. At check-in you will be issued a Vehicle Pass – Simpson Road – Concessions Camping Hangtag that will permit your vehicle's access via Simpson Road and the ability to park at your camping lot or at the nearby overflow lot.

D. STOCK VEHICLE

1. Stock vehicle space is limited inside the fairgrounds proper, and all requests are filled on a first come, first served basis and are available by contacting the Concessions Department.
2. Stock vehicle space fees are dependent on if electric is required and if so, what the amperage requirement is.
3. Stock vehicle space shall be billed separately based on the SUMMARY OF RATES, Section XI.

E. GOLF CART/MOTORIZED CART

1. If you intend to use any form of motorized cart (golf cart, gator, mule, etc.) at the Delaware State Fair, you must obtain and display a Golf Cart Permit for which a separate fee is charged based on the SUMMARY OF RATES, Section XI.

F. ADMISSION PASS

1. To be admitted to the Fairgrounds, after the imposition of the paid gate (9:00AM – Close), all Concessionaires, their representatives and employees must present an admission pass for scanning at any admission gate. Daily admission passes are available for purchase at a substantial 50% discount. Ten single day passes have been added to your license agreement. Additional admission passes can be purchased at the box office for a separate fee based on the SUMMARY OF RATES, Section XI. These passes are for exclusive use of employees and staff of the Concessionaire business named in the agreement.

VII. COMMERCIAL EXHIBITOR SELECTION POLICY

- A. RETURNING CONCESSIONAIRES:** Prior year's concessionaires are generally extended an invitation to return, so long as they meet the standards established by the Concessions Department. However, participation in one year is not a guarantee of future years' participation, nor is any given placement each year an indication of future years' placements.
- 1. Ownership Changes:** If ownership interests in a particular stand, company or other type of exhibit change for any reason, Concessionaire must notify the Fair's Concessions Department immediately. A transfer of ownership of a particular business or of any or all pieces of equipment does NOT convey with it any licensed space at the Delaware State Fair. An interest in a license agreement is strictly non-transferrable without the written consent of the Concessions Department. Any request for an ownership change will be evaluated by the Concessions Department on a case-by-case basis.
 - 2. Aesthetic Changes:** We encourage all concessionaires to keep their stands, trailers and displays up to date, current and in a good state of repair. If in the opinion of the Concessions Department, a stand, trailer or display has fallen into a state of disrepair and does not present consistent with the Department's standards, the Department will request the immediate update or repair which must be accomplished before the stand, trailer or display will be permitted to open or re-open. Failure to do so will result in revocation of the license agreement and the forfeiture of all monies paid or, at the Concessions Department's discretion, the offending concessionaire may not be invited to return. If significant changes are planned or made, you must notify the Concessions Department immediately, and provide current and updated color photographs of the stand, trailer, or display.
- B. NEW CONCESSIONAIRES:** Each year, unlicensed spaces will be inventoried, and new concessionaire applications will be considered for placement. Despite turnover rates being extremely low, new concessionaires or stands, trailers and displays will be selected based on one or more of the following criteria:
- 1. Product Mix:** The type of exhibit needed to fill the mix necessary for a well-rounded presentation to Fair patrons is analyzed by the Concessions Department. We are constantly on the lookout for offers that are new and different. In your application, provide as much information about your product offerings and pricing as possible; food concessionaires MUST submit a FULL menu, complete with all pricing. If you are flexible in your offerings, please make that notation on your application so that the Concessions Department can determine what offerings are most compatible with the existing offerings.
 - 2. Available Space:** Each concessionaire must fit into our space requirements, whether inside or outside. While we may find a new concessionaire offers a product or service we would like to have in our mix, if the exhibit will not fit into the available space, it cannot be accepted.
 - 3. Look and Feel of Exhibit:** Each applicant must include at least three (3) current color photographs of the stand, trailer or display (depicting the front, side and rear as part of the application process. We may reject an application if the aesthetics of the business, in our opinion, are not visually attractive or competitive in appeal with other existing licensees. All trailers, stands or displays must meet commercial grade construction standards. No residential type trailers/campers will be permitted. Applicants are encouraged to submit as many photographs as possible to give the Concessions Department sufficient information to decide about their proposed exhibit.
 - 4. References:** Each applicant must supply at least three (3) references from other fairs or festivals that they have attended within the past 12 months. The Concessions Department will check references provided by the applicant and Management reserves the right to investigate applicant's participation and reputation at other events and venues not specifically identified in the application.

5. **General Criteria:** The Delaware State Fair, Inc. reserves the right to accept or reject any application it receives for exhibit or concession space based on the selection process criteria, or for any other legal reason it deems appropriate. Any concessionaire current or future which has been suspended, expelled from, or otherwise penalized for violation of contract terms or rules of any other Fair may be denied space at The Delaware State Fair, Inc.

Initial: _____

VIII. COMMERCIAL EXHIBITORS' AWARDS PROGRAM

Each year awards are presented to those concessionaires demonstrating professionalism through their space presentation, theme acknowledgement, and enthusiasm their staff shares as part of the Delaware State Fair experience. The following categories are reviewed by a panel of independent judges for consideration:

General Sales – Inside Space
General Sales – Outside Space
Food Concessions
General Manager's Award
Sponsor
Concessionaire 1st Year Award
President's Award

The Delaware State Fair will acknowledge and award those concessionaires who best represent the Fair in a pleasant, courteous and professional manner. The Manager's Award is presented to a concessionaire for outstanding overall presentation. Awards will be presented during the fair to the winners of each respective category.

IX. WHAT TO DO AFTER RECEIVING A LICENSE AGREEMENT

Concessionaires who are invited to return and new concessionaires, when accepted, will receive an email from the Concessions Department with their License Agreement. The Fair has partnered with the digital platform “Planning Pod”. We will do-manage all of the license agreements, invoicing and payments exclusively through the Delaware State Fair’s Planning Pod website (<https://planningpod.com/login.cfm> or the shorthand version: <https://planningpod.com>).

A. MINIMUM DEPOSIT of 10%

1. A minimum deposit of 10% of all fees is due on or before November 30, 2024. Payment must be made through your Planning Pod dashboard.
2. Failure to sign your license agreement and pay 10% of all fees on or before November 30, 2024, will result in the assessment of a late fee equal to 1.5% of any monies due and unpaid. Revocation of the license agreement and forfeiture of space may occur at discretion of The Delaware State Fair.

B. MAKE FINAL PAYMENT

1. The final payment of all fees is due on or before April 30, 2024. Payment must be made through your Planning Pod dashboard.
2. If all fees due are not received by the Fair on or before the due date(s) indicated on the contract, your License Agreement may be revoked, and your space and funds paid to date shall be considered forfeited.

C. SEND PROOF OF LIABILITY INSURANCE TO THE FAIR (Due by April 30, 2024)

You must submit a Certificate of Insurance reflecting coverages in the minimum amounts 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 naming **The Delaware State Fair, Inc.** as an **ADDITIONAL INSURED**, as specified in Section X, Paragraph 51 of these Rules and Regulations. The name on your license agreement and the name on the Certificate of Liability Insurance must match to be considered in compliance.

D. SUBMIT REQUIRED LICENSING INFORMATION TO STATE OF DELAWARE

It is the Concessionaire’s responsibility to ensure that all relevant regulations are followed, and all necessary steps are taken for business operation.

1. **APPLICATION FOR PERMIT TO OPERATE A TEMPORARY FOOD ESTABLISHMENT: Please refer to the TEMPORARY FOOD ESTABLISHMENT APPLICATION, Section XII.** Failure to submit your Temporary Food Establishment Application by May 30th to the Kent County address on the application may result in not being approved by the State of Delaware Department of Health and Social Services to sell/serve food at the upcoming Delaware State Fair. Failure to secure a TEMPORARY FOOD ESTABLISHMENT permit by opening day and time will result in the revocation of the Commercial Exhibit License Agreement, all monies paid will be forfeited and the Concessionaire will be required to leave the Fairgrounds immediately. It is your responsibility to complete the application and submit it to the Kent County office on or before May 30th. As a reminder health permits from other states will not be valid for use at the Delaware State Fair. You must apply to the Delaware Department of Public Health for a Temporary Food Establishment permit. A current application will be sent to you with your annual License Agreement.
2. **ALL SALES CONCESSIONAIRES MUST SUBMIT A TRANSIENT RETAILER BUSINESS LICENSE APPLICATION AND FEE DIRECTLY TO THE DIVISION OF REVENUE.** Please refer to the BUSINESS LICENSE REQUIREMENTS AND TRANSIENT RETAILER BUSINESS LICENSE APPLICATION, Section XIII.

X. RULES & REGULATIONS

- 1. 911 ADDRESS SYSTEM** In order to clearly and quickly identify locations upon the Fairgrounds in case of emergency, and to minimize emergency response times, the Fair has worked with various emergency response agencies to implement a 911 address system for all commercial exhibit locations. Each Concessionaire's space/lot will be assigned a unique 911 address number, and each Concessionaire, upon arrival at the Fairgrounds, will be furnished a placard printed with this unique 911 address. This placard is to be displayed in clear public view facing the street on which the Concessionaire's space/lot frontage is always located during the conduct of the Fair. The placard may be combined with the Concessionaire ID sign.
- 2. ADMISSION AND ENTRY POLICY AND SCREENING PROCEDURES** The Delaware State Fair is and has always been a private entity. The Delaware State Fairgrounds is private property under the jurisdiction of the Delaware State Police.

Before being permitted to enter the fairgrounds, all patrons, vendors, exhibitors, volunteers, and employees will be screened for any weapons or prohibited items by the Fair's use of walk-through metal detectors that will be in use at all public entry gates (Main Gate, Gate 2, Gate 3 and Gate 7). The Fair will be utilizing the most technologically advanced weapons detection system known as "Open Gate by CEIA." As such, initial screening will not require separation from outerwear garments, wallets, purses, backpacks, bags, strollers nor the removal of the contents of any pockets.

Should a walk-through metal detector or any security official identify the need for further screening, the Fair reserves the right to conduct additional screening of the fairgoer and their bags as a condition of gaining entry or maintaining admitted status on the fairgrounds.

PROHIBITED ITEMS

1. WEAPONS

Weapons of any kind or objects that appear to be weapons are prohibited and may not be brought onto the fairgrounds. Regardless of whether you are licensed to carry or not, all concealed or open carry forms of firearms whether registered or unregistered, machine guns, rifles including semi-automatics, shotguns, antique firearms, black powder rifles, black powder shotguns, or any muzzle-loading firearms, and/or other weapons including but not limited to any variety of knife (*see exception below*), switchblade, electronic dart gun, electronic stun gun, cane sword, club, billy, blackjack, bludgeon, plastic knuckles, metal knuckles, chukka stick, sandclub, sap, wrist-brace type slingshot or slungshot, shuriken or "Kung Fu star", razor, imitation pistol, or any other dangerous or deadly instrument or weapon (or an imitation thereof that could be reasonably mistaken for a deadly instrument or weapon) are prohibited within the gates of the fairgrounds.

EXCEPTIONS:

- A. SMALL POCKETKNIVES:** Non-locking folding pocketknife or jackknife with a blade no longer than two and one-half inches. Anyone seeking to enter the fairgrounds with a pocketknife or jackknife that meets the dimensions described above, must display the knife in a folded condition to the security officer staffing the screening devices before proceeding through the first weapons detector; and
- B. OFF-DUTY LAW ENFORCEMENT OFFICERS:** Off-duty law enforcement officers currently employed by any of the following law enforcement agencies: (1) the Delaware State Police; or (2) New Castle County Police Department; or (3) any Delaware municipal police force; or (4) DNREC officers (Fish and Wildlife, Natural Resource, Parks & Recreation & Environmental Protection); or (5) Probation & Parole (sworn officers); and (6) agents of the State Division of Alcohol and Tobacco Enforcement; or (7) Delaware State Fire Marshals; or (8) Federal FBI, US Marshal or Alcohol, Tobacco and Firearms (ATF) agents will be allowed to carry a concealed firearm provided that they show their badge and law enforcement ID to the security officer staffing the screening devices before proceeding through the first weapons detector.

This exception **does not** include: (a) current or former members of the military; or (2) former law enforcement officials; or (3) law enforcement officials from any jurisdiction outside the State of Delaware.

2. OTHER PROHIBITED ITEMS

- A. Illegal drugs, substances, and related paraphernalia; and
- B. Alcohol of any kind, in any fair building, except for alcohol lawfully possessed and consumed in the campground areas and alcohol purchased and consumed within the concert venue and the Roost; and
- C. Pets (except service animals permitted under the Americans with Disabilities Act - ADA); and
- D. Skateboards, hoverboards, roller skates, bicycles, inline skates, foot-powered or electric scooters; and
- E. Bull horns, air horns, megaphones or similar noise makers or voice amplification devices; and
- F. Drones, UAVs, UASs or any type of remote-controlled craft, car, or truck; and
- G. Fireworks, sparklers, or explosives; and
- H. Laser pointers; and
- I. Offensive messages on clothing; and
- J. Flags, signs, apparel, or any objects bearing the image of the confederate flag; and
- K. Gang-related clothes, colors, signs, and jewelry; and
- L. Any form of apparel including face masks is meant to conceal the wearer's identity.

Those entering the fairgrounds will have the opportunity to discard any prohibited items at the security screening area or return the item(s) to their vehicle before entry. Prohibited items turned over to security at the time of entry will be considered abandoned and will not be returned.

- 3. ADMISSION PASSES, CREDENTIALS AND NAME BADGES** Each Concessionaire and their authorized personnel must purchase and use a gate admission pass 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 Exhibit Space License Agreement. Discounted (50%) daily admission passes may be purchased before and during the Fair. Admission passes can be added to your license agreement as a separate charge. or Admission passes can also be purchased through the Fair's Box Office once you arrive onsite. Discounted admission passes cannot be purchased at the ticket gates. 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 any unused gate admission tickets/passes that you may have purchased. 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.
- 4. ALCOHOLIC BEVERAGES/TOBACCO PRODUCTS** No alcoholic beverages or illegal substances as defined by Delaware Law are permitted to be brought, consumed, or distributed on the Fairgrounds by any Concessionaire, their agents or employees and no Concessionaire shall be permitted on the Fairgrounds if they are intoxicated or under the influence of an illegal substance. No forms of tobacco or vaping products are allowed to be sold on the Fairgrounds.
- 5. APPROVAL OF LICENSE AGREEMENT** The License Agreement is not approved until the License Agreement is signed by the General Manager of the Fair.
- 6. APPROVAL OF MATERIALS BY FAIR** The Fair reserves unto itself the unilateral right to approve and or reject all Concessionaires and exhibits which includes the type, nature, manner, size and language used in or on a trailer, booth or display. And to approve all signage, brochures, pamphlets or other literature to be utilized in said trailer, booth or display. The License Agreement may be terminated at any time by the Fair if the Concessionaire utilizes the Fairgrounds for a purpose different from those listed on page one of the Commercial Exhibit Space License Agreement. In addition, Concessionaire recognizes and acknowledges the unique reputation of the Fair in the Del-Mar-Va community. The Fair is dedicated to the production and presentation of wholesome, family entertainment. Concessionaire grants to the Fair the sole and unilateral right of approval for any performance, exhibition, exhibit, brochure, pamphlet, signage, other literature and entertainment to be offered under the License Agreement and the Concessionaire agrees that no such activity or part thereof shall be given or held if objected to by the Fair, regardless of any prior contractual obligations or monies paid by Concessionaire for such performance, exhibitions, etc. Concessionaire expressly waives all damages against Fair by reason of its termination of the Commercial Exhibit Space License Agreement or disapproval of any performance, exhibit, etc. pursuant to this provision.

7. **ATTORNEY'S FEES** Any reference to attorney's fees in the License Agreement applies only to the indemnity given by the Concessionaire to the Fair and not to any other term, provision, and condition hereof.
8. **AUDIO AND/OR VISUAL EQUIPMENT** If audio and/or visual equipment (Sound systems, loudspeakers, amplifiers, radios, broadcasting devices, music systems, instruments and video equipment – screens and monitors) is used they must run without lecture or speaker noise reaching beyond ten (10) feet of the contracted exhibit space and video screens must be placed in the contracted exhibit space so that spectators watching them will not block the aisle or walkway. In addition, no sound may be amplified by an Exhibitor, over 60dB or which can be heard clearly more than ten (10) feet from the contracted exhibit space. Fair may exercise the right to use a decibel meter.
9. **BACKDROPS/DIVIDERS REQUIREMENTS** Spaces located in the Marketplace Tent and Delaware Building will be furnished with drapery dividers; backdrops no higher than eight (8) feet in height are permitted (unless pre-approved by Management) and in most instances are supplied by the Fair. All backdrops and side dividers must be designed that any part exposed to view, inside, outside, or from the rear, must have a finished appearance. All booth materials used by the licensee must be fireproof. Waivers from these guidelines will be considered on a case-by-case basis and may be approved by the Concessions Manager when deemed appropriate and necessary. Only written requests directed to the Concessions Manager will be considered.
10. **BALLOONS, STICKERS, ETC.** No stickers or balloons shall be used or distributed (sold or given away) in and from the stand, trailer or display and are considered strictly prohibited. Waivers from these guidelines will be considered on a case-by-case basis and may be approved by the Concessions Manager when deemed appropriate and necessary. Only written requests directed to the Concessions Manager will be considered.
11. **BINDING EFFECT** The License Agreement shall be binding upon and inure to the benefits of the parties hereto and their respective successors in interest and/or assigns.
12. **CAMPING ON THE GROUNDS** Concessionaire camping is available on a first come first serve basis by contacting the Concessions Department. Camper lot(s) will be assigned by the Concessions Department. Concessions campers will be issued a Vehicle Pass-Simpson Road-Concessions Camping hang tag to park in or near their assigned camping spot. Concessionaire vehicles parking outside of their assigned lot will be towed at the owner's expense. No campers or motor homes will be permitted in areas other than those designated by The Delaware State Fair, Inc. The earliest move in date is July 4, 2024. Departure after Sunday, July 28 must have prior approval from the Concessions Department. The camping lot charge defaults to 10 days, any days before or after are subject to additional fees. No tent camping is permitted. Compliance with all rules and regulations will be strictly enforced and violations may result in expulsion and termination of any Concessionaire contracts with the Fair. Campers must provide an approved cord for electrical hookup. No discharge of waste or gray water is permitted. Campers must provide approved surge protectors and back flow preventers at their expense. Camping fees are based on the SUMMARY OF RATES, Section XI.
13. **CANCELLATION AND TERMINATION** The License Agreement shall terminate, and all rights and privileges hereunder shall cease immediately upon the conclusion of the term referenced on page 1 of the License Agreement. The License Agreement shall also terminate upon default by the Concessionaire which shall be defined as the Concessionaire's failure to promptly and timely pay all sums due and/or abide by the other terms, provisions and conditions of the License Agreement and the Rules and Regulations. A default of one provision shall be considered the default of the entire License Agreement. In the event of a default, all monies paid by the Concessionaire shall be forfeited and considered non-refundable. Upon cancellation or termination, Concessionaire shall not be entitled to utilize the exhibit space set forth hereinabove for the term period provided herein regardless of efforts, costs, expenditures, or arrangements made by the Concessionaire to avoid the cancellation and/or termination.
14. **CANCELLATION BY THE FAIR** The Fair reserves the unilateral right to cancel the License Agreement for the public good or for events including, but not limited to acts of God, fire, flood, natural disaster, a threat of or a tropical storm, a threat of or a hurricane, inclement weather, war or threat of war, acts or threats of terrorism, civil disorder, unauthorized strikes, governmental regulation or advisory, recognized health threats as determined by the World Health Organization, the Centers for Disease Control, or local government authority or health agencies (including but not limited to the health threats of COVID-19, H1N1, or similar infectious diseases), a pandemic, curtailment of

transportation facilities, or other similar occurrence beyond the control of the parties. In addition, The Fair reserves the unilateral right to cancel this event in the event of any request by any Federal, State or County agency in the event of a natural disaster or other emergency as determined in the sole opinion of the Fair, or in the event of any request by a Federal, State, or County governmental agency for use of the Fairgrounds. Under such circumstances, it is understood and agreed by the Concessionaire that its rights hereunder are subordinate and inferior to the right of use by any Federal, State, or County governmental agency or department, in which case any funds paid by the Concessionaire for unused days, less actual expenses necessarily incurred by the Fair in connection with the Event so cancelled, will be refunded without penalty. Upon such cancellation, the Concessionaire agrees not to re-enter the Fairgrounds, or move any of its personal property, if such may pose additional risks to persons or property in the sole discretion of the Fair. Should the Fair exercise its rights to cancel the License Agreement, Concessionaire agrees to forego all claims for damages against the Fair and further agrees to waive all rights which might arise by reason of the terms of the License Agreement and the Concessionaire shall have no recourse of any kind against the Fair.

- 15. CHARACTER OF EXHIBIT** The Fair reserves the right to decline or prohibit any exhibit, or part or element thereof, which in its sole opinion, is not identical to the picture and/or description on the application submitted or is not suitable for adults and children of all ages. This reservation includes, without limitation, persons, things, conduct, printed material, electronic displays, souvenirs, catalogs, merchandise, music, costumes, signage and all other such things. Any items construed, in the sole opinion of the Fair, as a weapon (Chinese stars, brass knuckles, knives, etc.) or a nuisance (laser pointers, pepper spray, stink bombs) or offensive (Confederate items, etc.), are prohibited. Weapons of any kind or objects that appear to be weapons are prohibited and may not be brought onto the fairgrounds or be sold, given away or displayed. Regardless of whether you are licensed to carry or not, all concealed or open carry forms of firearms whether registered or unregistered, machine guns, rifles including semi-automatics, shotguns, antique firearms, black powder rifles, black powder shotguns, or any muzzle-loading firearms, and/or other weapons including but not limited to any variety of knife, switchblade, electronic dart gun, electronic stun gun, cane sword, club, billy, blackjack, bludgeon, plastic knuckles, metal knuckles, chukka stick, sand club, sap, wrist-brace type slingshot or slungshot, shuriken or "Kung Fu star", razor, imitation pistol, or any other dangerous or deadly instrument or weapon (or an imitation thereof that could be reasonably mistaken for a deadly instrument or weapon) are prohibited within the gates of the fairgrounds and are not permitted to be sold. You will be removed from the grounds if any of the prohibited items are brought onto the grounds for sale. No refunds will be issued and your contract in future years will not be renewed. No roving concessions or exhibits are permitted, and no agent, employee, volunteer, or other representative of Concessionaire shall be permitted to roam about the Fairgrounds as part of the exhibit or concession. Other prohibited exhibits include the sale of permanent tattoos, body piercing, and pornographic materials.
- 16. CIVIL RIGHTS** Concessionaire agrees not to discriminate against any employee or applicant for employment or patron because of race, religion, creed, national origin, disability, gender, age, and sexual orientation and further agrees to likewise not discriminate for those same reasons against any person relative to admission, services or privileges offered to or enjoyed by the public, and to be in compliance with the Federal and Delaware Civil Rights Acts.
- 17. COMMISSARY SUPPLY PRIVILEGES** The Fair has non-exclusive supply contracts with certain purveyors offering convenient on-site delivery of such items as ice, meat, propane gas and other food and merchandise for the purpose of maintaining quality food and beverage products on the Fairgrounds. The names and phone numbers of these purveyors are identified each year by the Fair and made available to all Concessionaires. Please consider purchasing from these purveyors. Any use of Exhibitor Parking or Stock Truck passes by unlicensed purveyors is strictly prohibited.
- 18. COMPLAINTS** All complaints by Concessionaire or its agents, including, without limitation, those relating to the License Agreement, the Fair's policies, the Fair's officers, directors, employees, or personnel, or the Fair's other Concessionaires, shall be in writing, signed and promptly and immediately sent to the attention of the General Manager at the Fair office.
- 19. COMPLIANCE WITH LAWS, RULES AND REGULATIONS** Concessionaire hereby specifically agrees to comply with all applicable, Federal, State and local laws, ordinances, rules, regulations, statutes and policies including these Rules and Regulations promulgated by the Fair, as amended from time to time. Concessionaires shall specifically comply

with the provisions of the Federal Americans with Disabilities Act, Delaware Accessibility Code, and all relevant health and fire codes, and all trademark, copyright, and other intellectual property laws, including those pertaining to music licensing and apparel. Such laws, ordinances, statutes, rules, and regulations are expressly made an express part of your License Agreement.

20. CONCESSIONAIRES ON PERCENTAGE SALES All food and beverage concessionaires agree to pay 17% percent of their daily gross sales, or the guarantee amount as stated on their License Agreement, whichever is greater, in addition to any other amount indicated in the License Agreement.

“Gross Sales” means the total amount of all revenue received from the sale of food and drink products inclusive of the Fair-issued meal tickets and Harrington Raceway and Casino employee food purchases.

Concessionaire agrees that the Fair may, from time to time, and at any time, audit the operation of the Concessionaire, including all cash receipts, credit/debit receipts, Fair meal tickets, and Harrington Raceway and Casino employee purchase ledger for purposes of confirming the accuracy of all reports of gross sales as required under the License 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. Upon being advised of a violation, Fair management will be called upon to review the problem and resolve the matter. Violations will be taken into consideration when issuing contracts for the following year, or such violation may result in the immediate cessation of the right and privilege to do business on the fairgrounds.

21. Food and Beverage Concessionaires: All food and beverage Concessionaires must supply and use a Fair approved cash register or accounting system (i.e., point of sale) to record all sales transactions. All sales transactions must be recorded and processed through the approved cash register or accounting system. Cash, credit/debit, HRI approved food purchases and Fair issued meal tickets are the only forms of payment that are to be accepted. Concessionaires are encouraged to accept credit/debit cards as a form of payment. Charging of any fee for the use of a credit/debit card is prohibited.

- A. The use of digital wallet payments (i.e., Apple Pay, Cash App, Google Pay, Pay Pal, Venmo, and Zelle) must be approved in advance by the Concessions Department and show as a method of payment on your POS system. All POS systems and registers must be inspected by Concessions staff. The number of devices/registers will be identified and noted on your Daily Reporting Form. To keep accurate records, each cash register or point of sale system must be capable of the following:

1) Cash Registers

- a. **All cash registers must have either dual or readable tape functionality. All cash registers must be capable of printing a transaction receipt and all customers regardless of the method of payment must be given a printed receipt.**
- b. Transaction total display viewable by the customer (pivot display design suggested)
- c. Continuous Grand Total
- d. Cumulative “Z” Counter
- e. Daily z-tape must be presented for every register (even those with no transactions on any given day)
- f. “X” Readings
- g. 30-Day Back Up Battery
- h. “Current” Printed Date and Time on Detail Tape
- i. Key Protector
- j. Cash Drawer must be linked to the register and automatically open and close with each transaction.
- k. Price Look Up (PLU) or Preset Keys for each product sold.

2) Point of Sale system (Square, Clover, or other Delaware State Fair approved system)

- a. **All devices will be provided with a name specific to The Delaware State Fair.**
- b. Each point-of-sale terminal must be capable of printing a receipt and all customers

- must be given a receipt.
- c. If you do not have a printer for the POS device, capable of giving customer receipts and using a cash register for cash, all credit transactions must be rung into the cash register as CREDIT and a receipt given to the customer.
- d. Any discrepancies in the POS reporting system for CREDIT and the amount run in the cash register for CREDIT will be rectified by using the larger of the two numbers. No adjustment will be made in the CASH amount for the overage or shortage.
- e. Individual Daily Sales Report by device and ALL devices' reports must be presented daily (even those with no transactions on any given day).
- f. The daily sales report must be segregated by cash sales and credit/debit card sales.
- g. Cumulative summary report.
- h. Product daily journal upon request.
- i. Cash Drawer must be linked to the register and automatically open and close with each transaction.
- j. Preset keys for every item.
- k. Forward facing customer display.

Should your register or Point of Sale device or system fail to work properly or quit working, the Concessions Manager must be notified immediately.

3) Daily Sales Reports for Cash Registers

You are required to maintain a daily record of all gross receipts derived from your operation. This record shall be made available to the Fair at any time during the Fair. Daily sales report forms will be provided at check-in. The report form compiles sales data from all registers and devices at each stand. 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 Fair-issued daily sales report accompanied by a Z tape must be submitted for each register.

4) Daily Sales Reports for POS Systems

You are required to maintain a daily record of all gross receipts derived from your operation. This record shall be made available to the Fair at any time during the Fair. Daily sales report forms will be provided at check-in. The report form compiles sales data from all registers and devices at each stand. Daily sales reports will be required that give a breakdown and accounting of all sales activity for each day for each device.

Each morning, the previous day's daily sales reporting form and the previous days POS-platform (i.e., Square or Clover) report by device and all devices report must be turned in to the Concessions Cashier Office in the Administration Building between 8:00 AM and 12:00 noon daily. Those Concessionaires operating a POS system (Square/Clover) will have access to a specific Concession clerk. Usually, these transactions take less time to reconcile daily and you will be given priority during the settlement process. Please allow enough time so that any questions concerning your sales can be addressed. Once your sale figures have been accepted, the amount due is then calculated and that amount must be paid to the Concessions Cashier. We will maintain a record of your continuous running total of gross sales for each device

during the Fair, a copy of which will be available upon request from the Concessions Cashier. Anyone requesting the return of their daily sales reports by device must submit the request prior to the last day of the Fair. A daily Fair-issued sales report accompanied by a POS-platform generated sales report (i.e., Square or Clover) must be submitted for each device.

5) Daily Sales Reports for Hybrid Systems Stands

If you use both registers and POS systems in the same stand, 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. The report form compiles sales data from all registers and devices at each stand. Daily “Z” reports and POS-platform generated sales reports by device will be required that give a breakdown and accounting of all sales activity for each day for each device. 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 and POS-platform generated daily sales report by device to the Fair-issued daily sales report form for submission to the Concessions Clerk. When changing journal tapes, the used tape must be kept on grounds during the entire Fair.

The previous day’s daily sales reporting form together with an approved “Z” tape report and the POS-platform generated daily sales report by device 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 report forms 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 for each register and device, a copy of which will be available upon request from the Concessions Cashier. Anyone requesting the return of their “Z” tapes and/or POS-platform generated sales report (i.e., Square or Clover) must submit the request prior to the last day of Fair. A daily Fair-issued sales report accompanied by a register Z-tape and POS-platform generated sales report (i.e., Square or Clover) must be submitted for each device.

6) Register and POS Device Enrollment and Tagging

The Concessions Cashier will inspect each stand’s register(s) and/or POS system (Square or Clover) prior to the commencement of Fair. Staff will record the number of registers and POS devices per stand. All registers (including backups) model and serial numbers will be recorded and listed on the Daily Sales Reporting Form. Sales records for every register/POS system must be turned in daily, even those with no sales for the day. Each POS device will be given a specific name. The device name will be at the top of the POS daily sales report. Upon enrollment, staff will run an “X-tape” for all enrolled registers which indicate the current cumulative grand total. This procedure will help eliminate any confusion for Concessionaires with multiple stands and more than one register in any stand. Once it is approved for use, each register and POS device will be tagged, and that tag must remain on the register or device for the duration of the Fair. No register or POS device can be used until it is enrolled and tagged. The Concessions Cashier will set up an appointment with you for the enrollment and tagging process.

7) Receipts

All Food and Beverage Concessionaires MUST issue a paper sales receipt to the customer for each transaction. The receipt must be handed to the customer after every transaction and includes all cash, credit/debit cards, HRI approved food purchases and Fair issued meal tickets transactions. This procedure is mandatory, and Concessionaires should not ask the customer if they want to decline the opportunity to receive a receipt. Text or email receipts are not permitted as a substitute for a printed paper receipt. Failure to issue receipts may result in the Concessionaire being required to issue a refund for the transaction for which the receipt was not issued. If you are not able to print receipts due to hardware issues, the register/POS terminal must be put out of service until such a time as a receipt can be printed. It is your

Initial: _____

responsivity to notify the Concessions Staff immediately of any receipt printing issues. Noncompliance with this receipt issuance requirement may result in the non-renewal of the license agreement and/or removal from the grounds and forfeiture of all fees paid.

8) Register and POS Operation

Concessionaires must program their cash registers and POS devices with either PLUs (price lookup keys) or programmable keys for each product on their menu. Entering sales amounts not associated with a programmed product key 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 and POS daily sales report by device. Registers and POS systems that record “no sale” transactions will not be approved.

9) Recording Method of Payment

All registers and POS systems must be set up to record methods of payment as either: (1) Cash; and (2) Credit/Debit. All HRI approved food purchases and Fair issued meal tickets transactions are to be rung up as “Cash”. Cash and credit/debit cards must be shown separately on all Z tapes and POS-platform issued daily sales reports by register or device. Credit/debit transactions should not be entered as cash sales. If a hybrid system comprised of a register and POS without receipt printing capability is used, all credit/debit transactions processed on the POS must be re-entered into the register under the credit/debit method of payment key. The total credit/debit on the POS platform issued sales report by device will be compared to the total credit/debit method of payment total on the cash register on the cash register “Z” reports. In the case of a discrepancy between the credit/debit totals on the register’s Z tape and POS platform issued sales report, the larger of the two figures shall be used for settlement purposes.

B. Non-Food Concessionaires:

There exist classes of commercial vendors that sell services or experiences that require a payment of commission of 17% of sales against a guarantee rental amount. Requirement for daily accounting using forms prepared and promulgated by the concessions department.

1) Daily Sales Reports

You are required to maintain a daily record of all gross receipts derived from your operation. This record shall be made available to the Fair at any time during the Fair. Daily sales report forms will be provided at check-in. Non-food percentage concessionaires must bring in a Z-tape or approved method of accounting every morning between 8:00 AM and 12 noon to the Administration Building. Each day, concessionaires will receive an updated copy of their 2024 daily reporting form that incorporates the sales from the previous day.

Once your reported sales reach the point that your deposit has been reduced to \$0, you will need to settle with the cashier by paying the 17% due each day. By reading your daily report you can tell when that will probably occur so, please bring enough cash with you so that you can pay your bill at the same time. Each day, concessionaires will receive an updated copy of their 2023 daily reporting form that incorporates the sales from the previous day.

The final day of sales activity shall be closed out in the Concessions/Cashiers Office starting 11:00PM and will run through 2:00AM Sunday morning. Any vendor who has not performed his/her final settlement with the Concessions Cashier by 2:00AM Sunday morning will not be permitted to return to the Delaware State Fair. The Concessions Cashier will not be open for business on the Sunday after the Fair.

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- 22. CONCESSION SIGNS** Concessionaires may not advertise or distribute information about anything other than the products/services that are specifically approved and indicated on the License Agreement; nor is any Concessionaire allowed to advertise or promote products or services at any Fairground location other than the individual licensed space or lot. All outside or exterior Concessionaire signs, other than menu signs, must be approved by the Concessions Manager for content, size and placement location. No sign may be placed on or in the ground without prior written approval of the Concession Manager. The Sign Permit Request Form must be submitted with a contract and approved before placement. The sign size is limited to 2' x 4' and must be printed on both sides. Management reserves the right to remove any sign that does not meet the requirements or has not received prior approval. Concessionaires selling food, drinks or merchandise must have price signs reflecting prices of all Fair approved sale items posted in prominent locations when the event opens, and they must remain on display throughout the duration listing all prices in letters and numbers in size and height capable of being read by the public when standing outside the booth or business location. No handwritten signs are allowed. All booths or sites must have an identification sign posted in the location as directed by Fair Management with the concession, exhibit, or company name as it appears on the License Agreement, the Concessionaire ID number and 911 street addresses. The Fair will supply one identification sign for each location.
- 23. CONSTRUCTION OF LICENSE AGREEMENT** Each party has relied upon its own examination of the License Agreement and the advice of its own counsel and other advisors in connection with the License Agreement. The License Agreement was negotiated at arm's length. Thus, the License Agreement shall not be construed more strictly against the Fair notwithstanding that it has been drafted by the Fair and the Fair's counsel. Furthermore, the money, property, insurance, or services which are the subject of the License Agreement are for commercial purposes and not for personal, family or household purposes.
- 24. COUNTERPARTS AND DUPLICATE ORIGINALS** To facilitate the execution of the License Agreement, any number of counterparts of the License Agreement may be executed and delivered electronically and all signatures will be collected digitally. It shall not be necessary that each party's signature appear on each counterpart, but it shall be sufficient that each party's signature appear on one or more of the counterparts. Each of the counterparts shall be considered an original and all of them, together, shall constitute one and the same instrument. Any number of duplicates of the License Agreement may be executed and delivered, each of which shall be considered an original.
- 25. CREDIT CARDS** Concessionaires are encouraged to accept credit/debit cards as a form of payment. Charging of any fee for the use of a credit/debit card is prohibited.
- 26. DEFAACEMENT OF FACILITY/PROPERTY** Concessionaire shall not move, relocate, injure, mar, nor, in any manner, deface said Fairgrounds or any equipment contained thereon: and shall not cause or permit anything to be done whereby the Fairgrounds property or equipment thereon shall be in any manner moved, relocated, injured, marred or defaced; and Concessionaire shall not drive or attach nails, hooks, tacks, staples, screws, adhesive tape of any kind to the walls, ceilings or floors of any Fair building or equipment contained therein and will not make, nor allow to be made, any alterations of any kind to said buildings, property or equipment contained therein. Any violation will subject Licensee to a \$500.00 cleaning fee per location.
- 27. DELIVERIES AND SHIPMENTS Unless otherwise directed in writing by Licensee, prior to July 15,** the Fair is hereby authorized to accept deliveries (by US mail, parcel delivery service or common carrier) on behalf of Concessionaire starting three (3) days prior to the first day of Fair, further subject to the following provisions: Notwithstanding anything contained herein to the contrary, the Concessionaire, at all times, assumes the risk of loss of all shipments delivered to the Fair and releases the Fair of any responsibility for the receipt and safe storage of said shipments. The Concessionaire expressly waives all liability and responsibility for loss or damage caused to any shipment against the Fair regardless of the care or, lack of care, exercised by the Fair or its officers, agents or employees in handling or delivering the shipment. No bailment is created by shipment and delivery of any goods to the Fair. The Fair reserves the right to impose a handling and storage charge for any large, unusual or any other delivery which requires, in the Fair's sole opinion, extraordinary time and effort. All deliveries must be plainly marked with the name of the Concessionaire as shown on your License Agreement and addressed to the physical shipping address (c/o The Delaware State Fair, 18500 S. DuPont Highway, Harrington, DE 19952) or the mailing address (P.O. Box 28, Harrington, DE 19952-0028). For ease of identification, Concessionaires are urged to ensure that their Delaware State Fair issued License Agreement number shown on page 1 of your License Agreement appears on the

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shipping label or shipping box itself. Concessionaires must pick up their shipments at the parcel depot or warehouse located west of the Administration Office. There will be no re-delivery of packages or parcels to the Concessionaire's lot, space, or booth by the Fair. Days and hours of operation will be posted at the warehouse. No COD deliveries will be accepted at the Fair. No shipments will be accepted after the Fair is over. It is your responsibility to arrange for pickup and be onsite until the merchandise is picked up after the close of Fair. The storage manager must be notified in advance of any pickups after the close of Fair and the pickup form must be completed for each pickup noting the number of boxes, approximate dimensions and weight, contents, carrier/shipper and order or pickup number. The Delaware State Fair will not be available to assist with any shipments or accept any responsibility for lost or damaged merchandise after the close of Fair. All unclaimed shipments as of the close of Fair will be placed in storage and a \$50.00/day storage fee will be charged.

- 28. DELIVERY HOURS** One week prior to the commencement of the Fair, operating hours of the parcel/package depot shall be posted, and all Concessionaires are encouraged to apprise themselves of these operating hours. It is the sole responsibility of the Concessionaire to make certain, after commencement of the Fair, that they have someone available to retrieve all shipments at the package depot. The Fair is not responsible for any parcels left on the Fairgrounds and is not responsible for notifying the Concessionaire of their arrival although reasonable and best efforts will be made to provide such notification.
- 29. DELAWARE BUILDING ELIGIBILITY** Only applicants representing a State or Federal Agency, those representing an educational institution, or those currently holding an elected office of the State of Delaware or of the United States shall be eligible for consideration for space within the Fair's Delaware Building subject to approval by the Fair.
- 30. DELAWARE LAW** The License Agreement shall be considered to have been made and executed in Harrington, Delaware, and shall be interpreted, construed, and enforced in accordance with the laws of Delaware and no other.
- 31. DEPENDENCE OF COVENANTS** The covenants contained in the License Agreement regarding performance by Concessionaire shall be construed as dependent covenants. Default of one shall be deemed absolute whether substantial performance has occurred regarding all or any other covenants herein.
- 32. 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 number 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 removal from the grounds. The Delaware State Fair designated bottler through the 2027 Fair is Pepsi. If you have other signage, logos, cups, etc. that are not Pepsi, it is your responsibility to contact the local Pepsi representative prior to Fair and get those items rebranded once you arrive at the Fair. Fair Management will make periodic, unscheduled on-site visits to verify compliance.
- 33. DISPLAYS AND DECORATIONS** All Concessionaires may equip their exhibits with display material and equipment, furniture, lamps, potted plants, flowers, and special set pieces, if they are visually appealing and in keeping with the general decorative scheme. Concessionaire also shall not use, store, or permit to be used or stored in any part of the fairgrounds covered by the License Agreement any substance or thing prohibited by law, ordinance or standard policies of fire insurance companies operating or insuring in the State of Delaware. No explosives and/or flammable substances including, but not limited to, turpentine, benzene, naphtha, gasoline, or other such substances shall be placed in or on Fairgrounds. LP gas tanks used for cooking must be placed outside any Fair building and must be placed and stored in full compliance with the State of Delaware Office of The Fire Marshal rules and regulations. It is further agreed that no flammable materials such as bunting, tissue paper, crepe paper and any others will be permitted to be used as decorations and decorative materials unless they are treated with flame proofing and are approved by the Office of the Fire Marshal of the State of Delaware. The Concessionaire shall not permit any exhibit or component thereof to be placed or operated in any manner objectionable, in the opinion of the Fair, or its duly authorized agent, adjacent or surrounding Concessionaires. No items may be attached to sprinkler heads or pipes in

buildings. No exhibit or Concessionaire shall occupy any more space than allotted and shall not obstruct the flow of patrons through the aisles or other passageways. No nails may be driven into any walls of the Fair. The cost for any repairs necessitated by Concessionaire's violation of these Rules and Regulations will be the responsibility of the Concessionaire.

34. DISPUTE RESOLUTION This Agreement and all questions arising hereunder shall be governed by, and construed in accordance with, the laws and decisions of the State of Delaware without giving effect to the principles thereof relating to conflicts of law. Each of the parties hereto (a) irrevocably agree that the Superior Court of The State of Delaware (Kent County) shall have sole and exclusive civil jurisdiction over any suit or other proceeding arising out of or based upon this Agreement; and (b) submits to the venue and jurisdiction of said Superior Court of the State of Delaware; and (c) irrevocably consents to personal jurisdiction by such court.

35. DRAWINGS AND RAFFLES No Concessionaires will have the right to conduct any drawings or raffles for any form of paid compensation. Concessionaires must provide the Fair with the names of all drawing and raffle winners. In no case may the Concessionaire use the name of the Fair or the name of any Event visitor in any program, brochure or other printed material or pictures. Gathering of signatures or other personal information is not permitted from anywhere outside the exhibit space.

36. EFFECTIVE DATE The effective date of your License Agreement shall be the date that appears on your digital license agreement.

37. ELECTRICAL CONNECTIONS All electric service connections will be temporary and are required to be installed and serviced by the Fair's electricians and each single phase 240v, 30–150-amp service connection shall be billed separately based on the SUMMARY OF RATES, Section XI. Concessionaires located in the Delaware Building and Marketplace Tent will be furnished access to basic electric service (110/120v, 20-amp, single-phase service, one (1) single outlet) for which the electric fee is included in your booth space contract. All outdoor Concessionaires will be charged a fee based on the electrical service requested. All electrical service requests must be made at the time the license agreement is written. Any requests after the initial license agreement are subject to the discretion of The Delaware State Fair's Electrical Department. Concessionaire is responsible for all internal wiring required to operate, and for sufficient, adequately sized cable at least 100 ft. long to reach Fair electrical service panels. Before setting up concessions/exhibits, the Concessionaire must check with the Concessions Manager for the proper location. The Fair does not assume responsibility for electrical failures of any kind or liability for costs and/or damages related to electrical failures, including but not limited to, damages to equipment or property caused by drops or increases in power supply, low voltage or power surges, loss of profits or revenue, loss of equipment use, cost of capital, cost of temporary equipment (including additional expenses incurred in using existing facilities) claims of customers of the Concessionaire, or for any special, indirect, direct, incidental or consequential damages due to interruption or fluctuation in electrical service on the fairgrounds.

38. ENTIRE LICENSE AGREEMENT All terms and conditions of the License Agreement shall be binding upon the parties, their heirs, and representatives and cannot be waived or modified by any oral representation or promise of any agent or other representative of the parties hereto unless the same is in writing and signed by the duly authorized agent or agents who executed the License Agreement. Such a written document must be incorporated by specific reference therein as a part of the License Agreement. Neither party may rely on any oral representations and must look solely to the terms of the License Agreement. Furthermore, Concessionaire agrees that, notwithstanding the possibility of significant damages to Concessionaire in the event the Fair exercises its unilateral right of cancellation and termination as provided herein, and the right to retain the deposit and other monies, and other rights under the License Agreement, the Concessionaire agrees to the terms contained herein and executes the License Agreement voluntarily and freely. The License Agreement constitutes the entire agreement and understanding between the parties, whether oral or in writing, as to the subject matter hereof. All prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force or effect.

39. EXHIBIT MAINTENANCE All exhibits are to be professionally built displays kept in a good state of repair and cleanliness. Concessionaires are required, always, to keep their exhibit space clean, sanitary and free of trash, paper, or refuse of any kind which shall be disposed of in a manner indicated or designed by the Fair. Concessionaires in

buildings and tents shall place trash in aisles after closing each day, otherwise in designated receptacles. Outside concessionaires are required to maintain under and within a ten-(10) foot radius of their exhibit and to always keep them clean and sanitary and free from any hazards which may cause damage to property or injury to persons such as tripping hazards, etc. Outside Concessionaires are required to have storage areas, holding tanks, hitches, tent stakes, garbage cans and any other items deemed, in the sole opinion of the Fair, to be visually objectionable, screened from public view. Landscaping to enhance the presentation is encouraged. All stands are required to have proper skirting (in the case of a trailer skirting must extend to the ground on all sides visible to the public).

- 40. EXHIBIT SIZE AND PLACEMENT** Each Concessionaire must license sufficient space to contain entire exhibit placed upon the Fairgrounds and all operations thereof, including the space required for the opening of all awnings, hitches, windows, stakes, guy wires, tie-downs, or other components, as well as sufficient space for personnel access to all sides of installed exhibit components. All outside spaces are required to have a minimum of 15' frontage. Any Concessionaire exceeding space allotted by Fair as described in the License Agreement will be required to purchase additional space, in five-foot increments, at the prevailing rate to contain the entire exhibit. If additional space is not available in the vicinity of the Concessionaire's original location, the Concessionaire will be moved to an area that will accommodate all the dimensions and operations of Concessionaire's display. If space is not available elsewhere on the Fairgrounds, the Concessionaire will be deemed to have forfeited his space and deposits for that year's Fair. Concessionaire further agrees that all portions of sidewalks, entries, floors, passages, halls, corridors, stairways, and ways of access to public facilities shall be kept unobstructed and safe by Concessionaire and shall not be for any purpose other than ingress or egress and all electrical panels and doors as well as all safety/emergency exits shall not be obstructed in any way.
- 41. EXHIBIT SPACE** Concessionaire agrees that the License Agreement is revocable, limited, and non-exclusive. The parties hereto agree that Concessionaire's rights hereunder shall not be construed as a lease, easement, or other interest in the property of the Fair. The Fair reserves the right, in its sole discretion, to accept, to reject, to move, reposition or exclude any exhibit or Concessionaire as it deems necessary during the term of the License Agreement.
- 42. FAIR'S RIGHT OF ENTRY** Duly authorized representatives of the Fair, such as its Directors, Officers, employees, or other agents, may enter the area utilized by Concessionaire, at any time and occasion. Concessionaire hereby waives all claims for compensation for any and all loss or damages sustained by reason of interference by any public agency or Fair official in the Concessionaire's operation; however, such interference shall not relieve Concessionaire from any obligations hereunder.
- 43. FIDUCIARY DUTY** The parties to the License Agreement specifically intend that neither the License Agreement nor any course of dealings between them shall create fiduciary obligations. Nothing contained in the License Agreement, and no course of dealings between the parties, shall be construed as establishing a partnership, joint venture, or agency between the parties. The rights, duties and obligations of the parties are to be controlled exclusively by the License Agreement. Any obligation or covenant of good faith and fair dealing, whether express, implied-in-fact or implied-in-law, is intended to be contractual only. The License Agreement was negotiated at arm's length. There is no "special relationship" between the parties. Neither party is or has been influenced or dominated by the other. Each party places in the other the trust and confidence that reasonable strangers dealing at arm's length in business relationships would place in one another. Neither party reposes special nor extraordinary trust in the other. Each party to the License Agreement represents that it is an independent, experienced, and sophisticated business entity. Each party conducts its own investigations and obtains its own information about business transactions. Each party relies wholly on its own counsel and/or judgment in making decisions. The frequency, length, or closeness of dealings between the parties shall not create fiduciary obligations. Extended dealing over a lengthy period shall not create fiduciary duties. Any advice given by one party to the other is offered unilaterally and accepted indifferently. Neither party undertakes to act for the benefit of the other; nor accepts any trust unilaterally reposed by the other. Any disclosure obligations contained in or arising from the License Agreement or the course of dealing between the parties are strictly contractual, and do not create fiduciary obligations. The parties intend that any disclosures of information, confidential or otherwise, during business negotiations or dealings shall not be construed as creating additional disclosure obligations.

- 44. FIRE EXTINGUISHERS** All concessionaires cooking any food products must have at a minimum; a multipurpose dry chemical extinguisher rated at least 2A-15BC or a CO2 extinguisher with at least a 15C rating, and otherwise complies with the requirements of law, rule and ordinance of any governmental agency having authority over such matters. High-pressure CO2 cylinders, located at many food concession areas, should be secured to a permanent wall or partition.
- 45. FOOD AND BEVERAGE** All food and beverage concessionaires must complete and return to The Delaware State Fair “Application for Permit to Operate A Temporary Food Establishment” (found at the back of this manual and on our website, <https://www.delawarestatefair.com/concessions>). Failure to submit your Temporary Food Establishment Application by April 30 to the Concessions Department may result in you not being approved to sell/serve food at the upcoming Delaware State Fair. Failure to secure a Temporary Food Establishment permit will result in the revocation of the Commercial Exhibit License Agreement, all monies paid will be forfeited and the Concessionaire will be required to leave the Fairgrounds. It is your responsibility to complete the application and return it to the Delaware State Fair’s Concessions Department by April 30. No monies paid will be refunded for noncompliance.
- 46. FURTHER ACTION** Each of the parties hereto shall execute and deliver all additional papers, documents, and other assurances, and shall do all acts and things reasonably necessary in connection with the performance of the obligations hereunder and to carry out the intent of the parties hereto.
- 47. GIVEAWAYS** No food, beverage or any other product may be given away or otherwise distributed without prior written approval of the Fair, which approval may be withheld at the sole discretion of the Fair. No Concessionaires will have the right to conduct any drawings or raffles for any form of paid compensation. Concessionaires must provide the Fair with the names of all drawing and raffle winners. In no case may the Concessionaire use the name of the Fair or the name of any Event visitor in any program, brochure or other printed material or pictures. Gathering of signatures or other personal information is not permitted from anywhere outside the exhibit space. Giveaways of adhesive stickers and balloons of any type are strictly prohibited. Free Samples of food, beverage, or any other product may be given away. Under restriction, samples must be in small sample size. Also, concessionaires are not allowed to walk around with samples, you must stay at and within your booth.
- 48. GLASS BOTTLES** No drinks are to be sold in glass bottles at exhibit locations or food concessions.
- 49. GOLF CART/MOTORIZED CARTS** If you intend to use any form of motorized cart (gator, mule, golf cart, etc.) at the Delaware State Fair the fee will be included with your license agreement. Upon your arrival, you may not use any golf cart, gator or other similar motorized vehicle without first obtaining and displaying a valid golf cart permit (this includes those days prior to Fair’s opening). The operator must possess a valid driver’s license and produce it if requested. All people riding on the golf/motorized cart/vehicle must have a seat space. NO hanging, standing, or lap sitting allowed. To obtain a permit or permits, submit your request to the Concessions Department with proof of insurance (naming The Delaware State Fair as an additional insured), Upon your arrival, your permit must be picked up in the Fair’s Administration Building. Approved golf cart operating hours and authorized route map will be made available at the time permit is issued. The first offense will result in a warning. A second or greater number of offenses will result in the revocation of your permit and forfeiture of the fee paid. The offending vehicle must be removed from the fairgrounds. For golf/motorized cart charges, please refer to the SUMMARY OF RATES, Section XI.
- 50. HOLDING TANKS** In the event a Concessionaire’s business utilizes water thereby creating “gray water”, said Concessionaire must utilize sufficiently sized holding tanks to prevent the discharge of such gray water upon the fairgrounds. The concessionaire at his or her expense shall make suitable arrangements for the periodic emptying or pumping (depending upon the size of the tank) of all holding tanks. The Fair shall identify appropriate legal dumping locations for Concessionaires’ use. Holding tanks must be pumped daily, or as needed and any gray water discharged or standing on the ground is an unacceptable condition and, in Fair Management’s discretion, may be deemed a material breach of the License Agreement and subject the Concessionaire to removal from the Fairgrounds.

51. ILLEGAL DISCHARGES OF GREASE OR HAZARDOUS AND/OR TOXIC SUBSTANCES The Concessionaire agrees, at all times the Concessionaire is on the Fairgrounds, they are not to have in its possession, collect, distribute, dispose, release or otherwise discharge any toxic or hazardous waste as defined by Delaware and Federal law. In the event the Concessionaire shall be in possession of such hazardous or toxic waste, the Concessionaire shall immediately notify the Fair who in turn will so advise Delaware’s Department of Natural Resources and Environmental Control and such other governmental agency or body as may be required by law. Additionally, Concessionaire agrees not to throw away any refuse or empty any fluids on the ground. Grease barrels are provided by the Fair in convenient locations and must be used. In the event a Concessionaire shall dump gray water, sewage or grease at locations not authorized by the Fair, they shall be subject to a fine of \$1,000 for each infraction by the Fair, plus any fine imposed by any governmental entity, and shall be deemed in material breach of the License Agreement and subject to the Concessionaires immediate removal from the Fairgrounds.

52. INDEMNIFICATION The Concessionaire hereby covenants and agrees to fully release, exonerate, indemnify, defend and hold harmless the Fair, its directors, officers, employees, and agents each severally and separately from any and all claims, suits, actions, losses, damages, fines, penalties, liabilities, judgments, expenses, including reasonable attorney’s fees, costs in all administrative proceedings and at the trial and all appellate levels, for any injury or death to persons (whether they be third persons, employees of either the Fair or Concessionaire) and any loss (through theft, fire, negligence or otherwise) of or damage to property (whether it be that of the Fair, the Concessionaire or some third party) caused by, growing out of, or arising out of Concessionaire’s use of the Fairgrounds (whether or not the Fair is deemed negligent or contributorily negligent, including without limitation, the movement, set-up, tear down and operation of the exhibit or concession, its use by Concessionaire’s employees, agents, contractors, sub-contractors, sub-licensees or Concessionaires; exercise of any rights under the License Agreement; breach of any term, warranty or provision of the License Agreement by Concessionaire; the sale of products; the operation of the Fairgrounds; or the carelessness, negligence or improper conduct of the Fair its directors, officers, agents, volunteers and employees, or any other third party; or any act or omission of Concessionaire, its employees, officers or agents. Concessionaire hereby expressly assumes all such liability. The indemnification provided herein also applies to any trademark/trade name/copyright/patent infringement alleged to have been committed by the Concessionaire, its employees, officers or agents. This indemnification provision shall expressly survive the expiration or termination of the License Agreement.

- A. The Fair assumes no responsibility for any accident, injury or mishap which may befall the Concessionaire, its employees, officers or agents or members of the fair-going public.
- B. The Fair will not be responsible for losses or for the security and protection of property and the merchandise belonging to the Concessionaire, its employees, officers or agents located anywhere on the fairgrounds.
- C. Concessionaire waives any claims against the Fair for liability arising out of any damage done to their concession, exhibit, products, or property from any cause. The risk of loss occasioned by virtue of all the operations of the Concessionaire, its employees, officers and agents shall be that of the Concessionaire and shall not be borne by the Fair in whole or in part.

53. INSTALLATION AND REMOVAL OF EXHIBITS All Concessionaires must check in with the Concession Department before setup of their exhibit. Setup begins Monday, July 15, 2024, at 8:00AM. All Concessionaires must be set up and fully operational no later than 5:00 PM Wednesday before opening day. If the check-in deadline is not met, the Concessionaire will be deemed to have forfeited their right to exhibit at the Fair, and all space not occupied will revert to the Fair and all payments made to date shall be forfeited. All concessions/exhibits must remain open the last night of the Fair until 11:00 PM, or any other time stated by the Fair. Under no circumstances will goods or equipment be permitted to be removed prior to 1:00AM the Sunday after the close of the Fair. Exhibits should be removed in their entirety by noon on the Sunday following the close of the Fair. Any material not removed from the Fairgrounds within two (2) days following the official closing of the Fair will be considered automatically conveyed and transferred to the Fair and the Fair has the right to dispose of this property in any manner. Each Concessionaire should clean up the area occupied and leave such area in the state found upon taking occupancy. All trash should be bagged and/or placed into proper receptacles. Concessionaire will be responsible for reimbursing the Fair for any expenses incurred in cleaning or clearing Concessionaire’s lot as described in this paragraph. Each Concessionaire hereby grants to the Fair a lien on all property brought onto the Fairgrounds as security for all obligations of the Concessionaire under the License Agreement. All monies due to and owing to the

Fair shall be paid prior to any of Concessionaire's property being removed.

54. 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 an "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, 2023. For License Agreements issued after April 30, 2023, 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 a 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.

55. LANGUAGE Whenever used in the License Agreement, the singular number shall include the plural, the plural number shall include the singular, and the use of any gender shall include all genders where the context permits.

56. LICENSES, PERMITS AND TAXES Concessionaire agrees to obtain the proper licenses and/or permits for the use of the space and any of the activity occurring in the space, covered by the License Agreement as required by Federal, State and Local law and supply evidence of same to the Fair on demand. Concessionaire agrees to promptly pay all applicable taxes and require all Concessionaires, and others selling products to pay applicable taxes and carry the proper licenses and permits. Concessionaire acknowledges receipt from the Fair of the reporting form provided by the Division of Revenue of the State of Delaware. The concessionaire shall also make and be responsible for all federal and state and income taxes and all deductions and taxes relating to employees and employment.

57. LIGHTING All Concessionaires must provide sufficient lighting to illuminate their exhibit, display, signage and customer transaction areas. All lighting must be properly installed to be visually appealing and not create any tripping, fire or other safety hazards.

58. LOST ARTICLES All found articles should be turned into the Fair's main office.

59. MATTERS SURVIVING TERMINATION Unless otherwise provided in the License Agreement, none of the terms, provisions, and conditions shall survive termination of the License Agreement.

60. MEAL TICKETS Official Delaware State Fair Meal Tickets **must be accepted by all food and beverage Concessionaires.** Only current year tickets/vouchers should be accepted. All meal vouchers are issued in the face amount of \$5.00 and \$10.00. **All Concessionaires must accept meal tickets for payment and change must be given for purchases less than the amount of the meal ticket(s) presented.** All meal tickets must be submitted to the Concessions Cashier daily with your daily settlement report. Failure to adhere to this policy, including acceptance and change and receipt issuance requirements shall be deemed a material breach of the License Agreement and subject the Concessionaire to a fine of \$100 for each violation. Additional violations may result in the revocation of the License Agreement and the Concessionaire shall be asked to leave the grounds and all fees paid shall be forfeited. A violation may also be grounds for non-renewal of the License Agreement.

61. NON-SMOKING FACILITY All of the buildings, tents, barns, pavilions, and arenas on the Fairgrounds are designated as non-smoking facilities. The concessionaire agrees to post such signs as may be necessary to inform all persons of this fact and to enforce this rule whenever necessary.

62. OCCUPANCY INTERRUPTION Concessionaire hereby waives any and all claims for compensation for any and all loss or damage sustained by reasons of any defect, deficiency or impairment of the electrical, computer systems, telephone, plumbing and air conditioning installations or, any part thereof, furnished for the Fair on the Fairgrounds or for any loss or damage sustained resulting from fire, black-out, brown-out, water, wind, civil commotion, riot, labor strikes, or act of God.

63. OPERATING HOURS Exhibits must be open and staffed 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 the License Agreement and may be cause for non-renewal and/or cancellation and removal of violator's exhibit during 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. Outside Concessionaires located in Machinery Lot

- 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

64. OTHER CONDITIONS It is mutually agreed that all matters not expressly provided for in the License Agreement will be at the sole discretion of the Fair.

65. OVERNIGHT CAMPING Concessionaire shall not cause or allow overnight camping, tent camping, sleeping or any such act in the commercial areas on the Fairgrounds, or in any building or in any other area controlled by the Fair without

the written consent of the Fair, which approval may be unilaterally withheld in the sole discretion of the Fair. Concessionaire shall not allow or permit any open fires on the Fairgrounds.

- 66. PARAGRAPH HEADINGS** The paragraph headings used in the License Agreement are for convenience only and shall not be used in interpreting or construing any provision of the License Agreement.
- 67. PAYMENT FOR DAMAGES** Concessionaire agrees to pay all costs and expenses, as determined in the sole judgment of the Fair, of repair or replacement for any and all damages of whatever origin or nature which may have occurred during their occupation of the fairgrounds in order to restore the damaged property, fixtures and equipment or other parts of the Fairgrounds to a condition equal to that at the time the License Agreement went into effect.
- 68. PERSONNEL** Any person operating any exhibit shall be considered an employee or agent of the Concessionaire and any obligation or requirement imposed upon the Concessionaire in the Exhibit Spaced License Agreement and these Rules and Regulations shall likewise be imposed upon the Concessionaire's employees and agents. It shall be the obligation of each Concessionaire to furnish, at its own expense, all personnel required to erect, operate, maintain, repair, dismantle and remove all Exhibit equipment used on the Fairgrounds. It shall further be the obligation of each Concessionaire to insure that all personnel working in the Exhibit be appropriately dressed, clean and neat (no sleeveless shirts can be worn by male or female personnel), with their hair neat and clean and clean shaven except for mustaches and beards that are neatly trimmed, deal courteously with employees, entertainment, purveyors and patrons, of the Fair, and not use rough or profane language, or drink alcoholic beverages while at or near the exhibit space or on the Fairgrounds proper except for those areas properly identified as areas where alcoholic beverages can be purchased, served and consumed. Smoking is not permitted by any of the Exhibit personnel who may be visible to the public, nor in any building whatsoever. Personnel with visible obscene or lewd tattoos, in the sole opinion of the Fair, are not permitted to work on the Fairgrounds. Upon request, Concessionaires must furnish a list of all personnel who will operate or work in any exhibit.
- 69. PLACEMENT** Concessions Department personnel shall direct the placement of each exhibit placed upon the Fairgrounds. Check-in and placement procedures shall be published each year, and signage shall be placed upon the Fairground prior to the event. Failure to follow proper check-in procedures may result in cancellation of License Agreement. No location, in any event, shall ever be guaranteed. Failure to check in with Fair staff within the appointed times shall result in cancellation of the License Agreement and forfeiture of space and all deposits made to date.
- 70. PROHIBITED WEAPONS FOR SALE**
- A. WEAPONS**
- Weapons of any kind or objects that appear to be weapons are prohibited and may not be brought onto the fairgrounds. Regardless of whether you are licensed to carry or not, all concealed or open carry forms of firearms whether registered or unregistered, machine guns, rifles including semi-automatics, shotguns, antique firearms, black powder rifles, black powder shotguns, or any muzzle-loading firearms, and/or other weapons including but not limited to any variety of knife, switchblade, electronic dart gun, electronic stun gun, cane sword, club, billy, blackjack, bludgeon, plastic knuckles, metal knuckles, chukka stick, sandclub, sap, wrist-brace type slingshot or slungshot, shuriken or "Kung Fu star", razor, imitation pistol, or any other dangerous or deadly instrument or weapon (or an imitation thereof that could be reasonably mistaken for a deadly instrument or weapon) are prohibited within the gates of the fairgrounds.
- 71. RAFFLES AND DRAWINGS** No Concessionaires will have the right to conduct any drawings or raffles for any form of paid compensation. Concessionaires must provide the Fair with the names of all drawing and raffle winners. In no case may the Concessionaire use the name of the Fair or the name of any Event visitor in any program, brochure or other printed material or pictures. Gathering of signatures or other personal information is not permitted from anywhere outside the exhibit space.
- 72. RECYCLING** The Delaware State Fair is proudly joining the efforts to clean up our planet and promote sustainable living with our latest recycling campaign! There will be blue receptacles placed throughout the fairgrounds where plastic & glass bottles, aluminum & steel cans and paper can be recycled. Cardboard bins will still be made available for all corrugated cardboard recycling. Concessionaires are required to discard recyclable products and trash in their

respective bins to maintain a clean exhibit space and promote recycling to patrons. More information on recycling can be found in the welcome packet provided to vendors upon their arrival at the Fair once they check in.

- 73. RELATION OF PARTIES** It is the intention of the parties to hereby create the relationship of Licensee and Licensor, and no other relationship whatsoever is hereby created. Nothing in the License Agreement shall be construed to make the parties hereto partners or joint ventures or to render either party hereto liable for any obligation of the other.
- 74. REMOVAL OF EXHIBITS** All concessions/exhibits must remain open the last night of the Fair until 11:00 PM, or any other time stated by the Fair. Under no circumstances will goods or equipment be permitted to be removed until after 1:00 AM, the Sunday after the close of the Fair. Exhibits should be removed in their entirety by noon on the Sunday following the close of the Fair. Any material not removed from the Fairgrounds within two (2) days following the official closing of the Fair will be considered automatically conveyed and transferred to the Fair and the Fair has the right to dispose of this property in any manner. Each Concessionaire should clean up the area occupied and leave such area in the state found upon taking occupancy. All trash should be bagged and/or placed into proper receptacles. Concessionaire will be responsible for reimbursing the Fair for any expenses incurred in cleaning or clearing Concessionaire's lot as described in this paragraph. Each Concessionaire hereby grants to the Fair a lien on all property brought onto the Fairgrounds as security for all obligations of the Concessionaire under the License Agreement. All monies due to and owing to the Fair shall be paid prior to any of Concessionaire's property being removed.
- 75. RENEWAL** The License Agreement is only for the dates as set forth in the License Agreement. Concessionaire agrees that the fact that it has been granted space during the annual Delaware State Fair in the past shall not entitle the Concessionaire to any right to use the Fairgrounds in the future. The fact that the Concessionaire has been granted a particular space in the past does not create any right to such space in the future it being understood and agreed that the Fair expressly reserves the right to allocate space in its sole and unilateral discretion. Additionally, nothing shall prevent the Fair from granting a License Agreement to a competitor of the Concessionaire hereunder.
- 76. RETENTION OF FAIR PRIVILEGES** The waiver or failure of the Fair to insist on strict and prompt performance of the terms of the License Agreement, Rules and Regulations, or other Exhibits, and the acceptance of such performance thereafter shall not constitute or be construed as a waiver or relinquishment of the Fair's right thereafter to enforce the same strictly according to the terms thereof in the event of a continuous or subsequent default on the part of the Concessionaire.
- 77. RIGHTS IN THIRD PARTIES** Except as otherwise specifically provided, nothing expressed or implied in the License Agreement is intended or shall be construed to confer on or give any person, firm, or corporation, other than the parties and their respective officers, directors and shareholders, any rights and remedies under or by reason of the Exhibitor Space License Agreement.
- 78. ROVING CONCESSIONS** No roving concessions or exhibits are permitted, and no agent, employee, volunteer, or other representative of Concessionaire shall be permitted to roam about the Fairgrounds as part of the exhibit or concession. This includes the distribution of any propaganda, political or religious materials.
- 79. SALES TAX** Delaware is a tax-free state, and no concessionaire may charge tax for any sale of any item.
- 80. SAMPLES** Free Samples of food, beverage, or any other product may be given away with prior written approval of the Fair, which approval may be withheld at the sole discretion of the Fair. Under restriction, samples must be in small sample size. Samples may only be given away within the rented booth space of a Concession. Concessionaires are not allowed to walk around with samples; you must stay at and within your rented booth space.
- 81. SECURITY** Fair agrees to provide general security for the Fairgrounds proper (within the fenced area for which an admission fee is charged to gain entry). The Fair also agrees to exercise its best efforts to lock and secure the buildings in which the Concessionaire will exhibit their specific items. However, the Fair does not warrant or insure against theft, vandalism or, any loss due to natural consequences such as hurricane, storm, flooding, etc. or any other loss, such as fire, to a Concessionaire and the Concessionaire shall obtain insurance to provide for any such loss. Concessionaire agrees that it shall be solely responsible for the safety and security of its own tangible personal

property or tangible personal property owned by a third party but within Concessionaire's possession, custody or control. Concessionaire expressly waives any claim against Fair, its officers, directors, employees and agents, for any loss or damage, by theft, fire, or otherwise, to such tangible personal property regardless of whether the Fair, its officers, directors, employees or agents are deemed negligent or not.

82. SEVERABILITY If any term, covenant, or conditioning of the License Agreement or the application thereof to any person or circumstance shall be to any extent held invalid or unenforceable, the remainder of the License Agreement or the application of such terms, covenants, and conditions to the persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, or condition of the License Agreement shall be valid and enforceable to the fullest extent permitted by law.

83. STICKERS, BALLOONS ETC. No stickers or balloons shall be brought for sale, display or give-away and are strictly prohibited, without prior written approval from Fair.

84. STOCK TRUCK PARKING Stock truck parking is available on a first come first serve basis from the Concessions Department. Stock trucks will be placed by the Concessions Department and shall display the required permit and pay any associated fees. Stock truck parking charges are detailed in the SUMMARY OF RATES, Section XI.

85. STORAGE Concessionaire assumes all responsibility for all its goods, materials, merchandise, exhibits, displays, articles, and other tangible personal property in or on the Fairgrounds before, during or after the annual Delaware State Fair and the Fair assumes no responsibility for said items.

86. SUBLETTING OF SPACE; ASSIGNMENT OF LICENSE AGREEMENT; SALE OF COMMERCIAL INTEREST IN STAND OR BOOTH No Licensee shall be permitted to sublet or sublicense in whole or any part of the space licensed or, to display anything not specified in their License Agreement. The License Agreement is personal between the Fair and Concessionaire. The concessionaire may not assign the License Agreement, or any interest in the License Agreement, or sell any interest in a stand (mobile or permanent) without obtaining the Fair's prior written consent, which consent shall be within Fair's sole discretion. The requirement for obtaining consent from the Fair shall also be triggered upon the proposed transfer or conveyance of more than fifty percent (50%) of the present ownership interest of the Concessionaire or any part of his/her stand(s) (mobile or permanent). All sub-licensees, concessionaires or agents entering a contract with Concessionaire shall be subject to the terms and conditions of the License Agreement as amended because of the contemplated sale or transfer. A separate policy shall be adopted by the Fair giving guidance to all licensees contemplating a sale or transfer of any interest in any stand (mobile or permanent) or business currently licensed by the Fair.

87. SUCCESS The Concessionaire agrees that it is solely responsible for its success. Concessionaire has not and shall not rely on any advice or direction from any employee, officer, Trustee, Director or agent of the Fair, except as may be required under the License Agreement, in planning and carrying out its operation. The fact that the Concessionaire is restricted by and subject to the terms and conditions of the License Agreement or is moved to another location from previous years is a risk that Concessionaire freely assumes. The Fair makes no warranty or representation as to historic or anticipated attendance or revenue.

88. TENTS All tents utilized throughout the Delaware State Fair shall be a commercial type of 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 to not create a tripping hazard or be visually objectionable. Any tent deemed not to meet or exceed these requirements will need to be removed and replaced with a tent in compliance with this rule immediately at the concessionaire expense. 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 noon on the Sunday following the closing of the Fair.

- 89. TIME IS OF THE ESSENCE** Time is of the essence of all the provisions and terms of the License Agreement.
- 90. UNDERGROUND UTILITIES** Concessionaire shall not, nor will Concessionaire allow any of its agents, concessionaires or employees to drive any stake, instrument or object of any kind into the asphalt or grassy area of the Fairgrounds without the written consent of the Fair. Underground electrical wiring, fiber optics and water service is installed throughout the Fairgrounds, which could result in severe electrical shock or flooding conditions. The water service provided on the grounds is potable water. It shall be the sole responsibility of the Concessionaire to enforce this provision and the Concessionaire is responsible for all damages and repairs in the form of reimbursement pursuant to the Payment for Damages clause of these Rules and Regulations.
- 91. VENUE** The venue of any legal proceeding brought in connection with the License Agreement or any aspect of the relationship between the parties shall be in Kent County, Delaware.
- 92. WAIVER OF JURY TRIAL** The Fair and the Concessionaire hereby mutually knowingly, willingly and voluntarily waive their right to a trial by jury and no party nor any assignee, successor, heir, or legal representative of the parties (all of whom are collectively referred to below as the “parties”) shall seek a jury trial in any lawsuit, proceeding, counterclaim, or any other litigation or proceeding based upon or arising out of the License Agreement or any related agreement or instrument, or any course of action, course of dealing, statements (whether verbal or written) or actions relating to the License Agreement, including any tort claims or claims for fraud, misrepresentation, breach of fiduciary, antitrust, etc. The parties also waive any rights to consolidate any action in which a jury trial has not been waived. The provisions of this paragraph have been fully negotiated by the parties, and the parties acknowledge that the inclusion of this provision is a material inducement for entering into the License Agreement. The waiver contained in this paragraph is irrevocable, constitutes a knowing and voluntary waiver, and shall be subject to no exceptions.

XI. SUMMARY OF RATES

2024 Delaware State Fair Summary of Rates

Effective 10.02.2023

SPACE - OUTSIDE GENERAL

Space - Outside General Location	Charge per Linear Front Foot
Arena Avenue	\$90.00
East Rider Road	\$90.00
Holloway Street	\$90.00
Machinery Lot	\$90.00
Murphy Street	\$90.00
Raughley Street	\$90.00
Shaw Avenue	\$90.00
The Plaza	\$100.00
Williams Street	\$90.00

SPACE - OUTSIDE FOOD & BEVERAGE

Space - Outside Food & Beverage Location	Charge per Linear Front Foot
Arena Avenue	\$85.00
East Rider Road	\$85.00
Food Court East	\$95.00
Food Court West	\$95.00
Holloway Street	\$85.00
Machinery Lot	\$85.00
Murphy Street	\$85.00
Raughley Street	\$85.00
Shaw Avenue	\$85.00
The Plaza	\$95.00
Williams Street	\$85.00

SPACE - INSIDE

Space - Inside Location	Charge per 10'x10' Space
Delaware Building	\$950.00
Marketplace Tent – inline space	\$1,800.00
Marketplace Tent – end cap/corner space	\$2,000.00

ELECTRIC SERVICE

**Does not apply to Marketplace Tent or Delaware Building*

Electric Service Voltage/Amperage	Flat Rate Electric Charge per Connection
Metered	\$0.30/kWh
120v/30 amp	\$175.00
240v/30 amp	\$305.50
240v/50 amp	\$390.00
240v/60 amp	\$474.50
240v/70 amp	\$533.00
240v/80 amp	\$598.00
240v/100 amp	\$734.50
240v/150 amp	\$1,079.00

STOCK TRUCK

Stock Truck/Voltage & Amperage	Flat Rate Electric Charge per Connection
Stock Truck w/o Electric	\$0.00
120v/30 amp	\$175.00
240v/30 amp	\$305.50
240v/50 amp	\$390.00
240v/60 amp	\$474.50
240v/70 amp	\$533.00
240v/80 amp	\$598.00
240v/100 amp	\$734.50
240v/150 amp	\$1,079.00

CAMPING

**A minimum 10-day stay is required.*

Camping	Price per Night
Camper Lot Space 30-amp electric service	\$46.00
Camper Lot Space 50-amp electric service	\$52.00
Bunkhouse Lot Space 30-amp electric service	\$56.00
Bunkhouse Lot Space 50-amp electric service	\$62.00

GOLF CART/MOTORIZED CART PERMIT & ASSOCIATED CHARGES

Permit per cart	\$300.00
Non-Compliance Fee – per violation	\$100.00

CONCESSIONAIRE ADMISSION PASS CHARGE

Admission Pass – per day	\$5.00
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XII. TEMPORARY FOOD ESTABLISHMENT APPLICATION



DELAWARE HEALTH AND SOCIAL SERVICES
 Division of Public Health
 Environmental Health Field Services

APPLICATION FOR PERMIT TO OPERATE A TEMPORARY FOOD ESTABLISHMENT

A Temporary Food Establishment (TFE) prepares food for the public, for free or for a cost, and operates for no more than 14 consecutive days in conjunction with a single event. Vendors are limited to 14 event permits per calendar year. Submitting an application that is incomplete or submitted less than 10 business days prior to the event can result in permit denial. Permits are emailed unless an alternate delivery method is necessary.

FULLY COMPLETE AND RETURN APPLICATION TO THE COUNTY IN WHICH THE EVENT IS HELD

New Castle County
 Environmental Health Field Services
 Chopin Building
 258 Chapman Road Suite 105
 Newark, DE 19702
 Ph 302-283-7110 Fax 302-283-7111

Kent County
 Environmental Health Field Services
 Thomas Collins Building
 540 S. DuPont Hwy. Suite 5
 Dover, DE 19901
 Ph 302-744-1220 Fax 302-739-1957

Sussex County
 Environmental Health Field Services
 Thurman Adams State Service Ctr.
 544 S. Bedford St.
 Georgetown, DE 19947
 Ph 302-515-3300 Fax 302-515-3301

EVENT

Name of Event _____ Date(s) _____
 Name of Venue _____ County New Castle Kent Sussex
 Address of Venue _____ (State) Delaware (Zip Code) _____

APPLICANT

<u>Business/Organization/Person Holding Event</u>	<u>Primary Contact Person/Person-in-Charge During Event</u>
Name _____	Name _____
Mailing Address _____ (City) _____ (State) _____ (Zip Code) _____	Fax _____
Phone _____	Phone _____
	Email (required) _____

MENU and FOOD PREPARATION

Proposed Menu _____

 Source(s) of Food and Milk _____
 Site of Food Preparation On-Site Another Location (Explain) _____
 Method used to maintain cold food at 41 degrees F or lower _____
 Method used to maintain hot food at 135 degrees F or above _____
 Source of Water Public Well Bottled Source of Ice Produced in Permitted Kitchen Purchased Bagged
 Method of Warewashing 3-Compartment Warewashing Sink 3 Containers Labeled Wash, Rinse, Sanitize
 No Washing, Have Multiples of Utensils
 Method of Handwashing Hard-Plumbed Handwashing Sink, Soap, Paper Towels Portable Handwashing Sink, Soap, Paper Towels
 Handwashing Station: A container that allows for a continuous flow of **WARM** Water, Soap, Paper Towels, and a Catch Bucket

By signing this Temporary Food Establishment application, I understand that my TFE may be inspected at any time during the event, including during setup. Failure to comply with the minimum requirements for operating a TFE may result in suspension of my operating permit, at which time I must immediately cease all food establishment operations.

Applicant Signature _____ **Date** _____

FOR OFFICIAL USE ONLY **Approved** _____ **Rejected** _____ **Permit #** _____
Representative, Environmental Health Field Services _____ **Date** _____

MINIMUM REQUIREMENTS FOR OPERATING A TEMPORARY FOOD ESTABLISHMENT (TFE)

Mandatory Signature of Responsible TFE Applicant _____ Date _____
I have read and understand these requirements and I accept responsibility for monitoring all food handlers to ensure safe practices.

PERMIT This application should be submitted a minimum of **10 business days** prior to the start of the event. The approved permit must be posted during the entire event in conspicuous public view.

DEMONSTRATION OF KNOWLEDGE The Person-In-Charge (PIC) must be able to answer questions about basic food safety knowledge to reduce the risk of foodborne illness.

APPROVED FOOD SOURCES All food must be obtained from an approved source, including ice/water for food preparation, cooking, cooling, cold holding, and cleaning.

- All shell stock (clams, mussels, oysters) must have National Shellfish Sanitation Program (NSSP) tags on site.
- Proof of purchase is required for crab meat, soft-shell crabs, and hard-shell crabs.
- Food may **NOT** be stored or prepared at a private residence.
- All food must be prepared on-site or at a permitted food establishment.
- Food preparation locations in Delaware not owned by the applicant require a signed commissary agreement.
- If food preparation is performed at a facility outside of the State of Delaware, a copy of a valid operating permit issued from the permitting authority as well as that facility's most recent health inspection must be submitted with this application.

COOKING AND HOLDING

- Food thermometers must be available to monitor cooking and holding temperatures.
- Hot holding units, like steam tables or insulated containers, must be available to keep food hot at 135 degrees F or above.
- Cold holding units, such as refrigeration units or coolers with drained ice, must be available to keep food cold at 41 degrees F or below.
- Animal products served raw or undercooked (examples: sunny-side up eggs, raw oysters, sushi, rare tuna, cooked-to-order hamburgers or steaks, carpaccio, raw eggs as an ingredient in Caesar salad dressing or mayonnaise) require a consumer advisory to be posted which states the following: *"Consuming raw or undercooked meats, poultry, seafood, shellfish, or eggs may increase your risk of foodborne illness." A description or photo of how this advisory will be displayed must be submitted with this application.*

PREVENTING CONTAMINATION

- Food must be stored off the ground.
- Only single-service (disposable) containers may be given to consumers.
- Unless a sufficient quantity of equipment and utensils are provided so as not to require warewashing onsite, a hard plumbed three-compartment sink, a portable three-compartment sink, or three containers labeled WASH-RINSE-SANITIZE shall be provided, be large enough to accommodate the immersion of the largest piece of equipment and utensils, and has a means to safely collect grey water.
- A test kit or other device that accurately measures the concentration of sanitizing solutions per the manufacturer's requirements shall be provided (i.e., quaternary ammonium-based sanitizer with quaternary sanitizer test strips or chlorine-based sanitizer with chlorine test strips).

EMPLOYEE HEALTH AND HYGIENIC PRACTICES

- A separate handwashing station must be available onsite: A container, with a minimum 5-gallon capacity, that allows for a continuous flow of WARM running water for at least 20 seconds and has a means to safely collect grey water.
- Bare hand contact with ready-to-eat foods is prohibited. Use a barrier such as tongs, wax paper, or gloves.
- Persons with infections or illnesses must be restricted from handling food.

WATER SUPPLY AND WASTE DISPOSAL

- Drinking water must be obtained from an approved source utilizing food grade hoses. All physical connections to a water supply must maintain adequate backflow prevention, such as a vacuum breaker.
- An approved method must be used for liquid waste disposal.
- Keep refuse in easily cleanable containers and promptly remove from preparation and service areas.

FACILITIES

- A tent, tarp, or canopy large enough to cover food preparation, storage, and service areas must be provided.
- If graded to drain, a floor may be concrete, machine-laid asphalt, or dirt or gravel if it is covered with mats, removable platforms, duckboards, or other approved materials that are effectively treated to control dust and mud. Plastic, vinyl, and cloth tarps/sheets are NOT approved.
- Toilet facilities for employees must be conveniently located and easily accessible. **Must always wash hands when re-entering kitchen / prep area.**

SPECIALIZED PROCESSES NOT PERMITTED DURING TEMPORARY FOOD ESTABLISHMENT OPERATION Food at a temporary food establishment processed on-site with any of the following methods is not permissible: reduced oxygen packaging including sous vide and cook-chill methods; juicing for wholesale packaging; curing, smoking, or drying fish for preservation; curing or smoking meat or poultry for preservation; fermenting sausages; acidification, fermenting, or additives to render a product shelf-stable; and sprouting.

XIII. BUSINESS LICENSE REQUIREMENTS

Any retailer who transacts a temporary or transient business from a building, structure, motor vehicle or real estate for a period of less than four (4) months during the year or less than 90 actual days of business is required to comply with the provisions of Chapter 47 of Title 6 of the Delaware Code regarding the licensing and bonding provisions as a Transient Retailer. Transient retailers must obtain a business license of \$90 for the first place of business and \$40 for each additional location. Licenses must be renewed annually on or before December 31st of each year and may be prorated during the initial year of business. Transient retailers must also register with the Division of Revenue describing their merchandise to be sold and the name and address of his/her registered agent within Delaware. Additionally transient retailers must supply a bond in the amount of \$1,000 to the Division of Revenue. The statute provides for ten exemptions from the above provisions. Retailers falling within enumerated categories in Chapter 47, Title 6, Delaware Code are not subject to the foregoing but must obtain a transient retailers license (\$40) if they conduct business for ten days or less during any year and do not intend to become permanent retailer. See Technical Information Memorandum 87-3 and 91-2 for more information. 0 Del. C., Ch. 29 and 6 Del. C., Ch. 47

XIV. TAX TIPS: TRANSIENT RETAILERS CONDUCTING BUSINESS IN DELAWARE

TAX TIPS TRANSIENT RETAILERS CONDUCTING BUSINESS IN DELAWARE

Things You Should Know

Definition 30 Del. C., Ch. 29 and 6 Del. C., Ch. 47

Any retailer who transacts a temporary or transient business from a building, structure, motor vehicle or real estate for a period of less than four (4) months during the year or less than 90 actual day of business is required to comply with the provisions of Chapter 47 of Title 6 of the Delaware Code regarding the licensing and bonding provisions as a Transient Retailer.

Transient retailers must obtain a business license, \$90 for the first place of business and \$40 for each additional location. Licenses must be renewed annually on or before December 31st of each year and may be prorated during the initial year of business. Transient retailers must also register with the Division of Revenue describing their merchandise to be sold and the name and address of his/her registered agent within Delaware. Additionally transient retailers must supply a bond in the amount of \$1,000 to the Division of Revenue. The statute provides for ten exemptions from the above provisions. Retailers falling within enumerated categories in Chapter 47, Title 6, Delaware Code are not subject to the foregoing but must obtain a transient retailers license (\$40) if they conduct business for ten days or less during any year and do not intend to become a permanent retailer. See Technical Information Memorandum 87-3 and 91-2 for more information.

Gross Receipts

Consideration for services rendered includes cash, checks, credit cards, gift certificates, travelers checks, money orders, barter, trade-ins manufacturer's coupons and rebates, and any other consideration of any kind. Unless specifically exempted, every type of service provided is subject to an annual license fee and an additional fee based on the gross receipts received from such services. This additional license fee is called a 'gross receipts tax'.

Gross Receipts Do Not Include:

Tobacco products tax or motor fuel taxes paid or payable to the State of Delaware, Gasoline or special fuel taxes paid to the Federal government, Alcoholic beverages sold for off-premise consumption authorized by the Alcoholic Beverage Control Commission, Home heating oil, Returned merchandise, Like kind exchanges, 'In Store' or 'Doubling' of manufacturer's coupons, Motor vehicles, trailers and motorcycles titled to the owner, Unprocessed agricultural products including nursery and floral sold by the owner of the farm or nursery, Sales of handmade, painted or craft objects by the artist or craftperson of less than \$1,000 per year, Crabs sold by a person who holds a Delaware license to conduct commercial crabbing, Sales by non-profit organizations exempt from Federal taxation under 501(c) of the Internal Revenue Code, Certain sales to the State of Delaware which are administered by the Department of Administrative Services.

Gross Receipts May Not be Reduced By:

- Cost of material and/or labor
- Interest, discount or delivery costs
- State or Federal taxes

License and Gross Receipts Requirements

A transient retailer is required to obtain a business license -- \$90 for the first location and \$40 for each additional location - which must be renewed annually on or before December 31st of each year. Additionally, every retailer must pay a gross receipts tax at the rate of .7468% (.007468) for taxable gross receipts received from selling tangible personal property. The first \$100,000 of gross receipts received per month (\$300,000 quarterly) are exempt from the gross receipts tax. Gross Receipts should be filed on-line or with a paper form. Both can be accessed from our website at www.revenue.delaware.gov. To register with the Division of Revenue and obtain a business license, please complete a Combined Registration Application and mail to the Division of Revenue with the appropriate fee or file-online using OneStop. Both can be accessed from the link above.

Note: Transient retailers who are exempt from the provisions of Chapter 47 of Title 6, are subject to an annual gross receipts tax at the rate of 0.7468% (.007468) on gross receipts which exceed \$3,000 annually.

Tax Rates and Exclusions

	Tax Rate	Monthly Exclusion
Transient Retailer	.007468	\$100,000
Sample Calculation	Total Gross Receipts	\$173,000

Less Exclusion	100,000
Taxable Gross Receipts	\$ 73,000
Tax Rate	<u>x.007468</u>
Tax Due	\$ 545

(Note: Delaware requires that tax due be rounded-off to the nearest dollar amount.)

Due Dates of Returns

New licensees will file on a quarterly basis through their first calendar year. The Division of Revenue will then perform a 'lookback' procedure and determine if the filing frequency should be changed.

Monthly Filers	20 th day of the following month
Quarterly Filers	last day of the first month after the end of the calendar quarter.

Gross Receipts Tax Exemption

Gross receipts (and for purposes of the tax imposed by Chapter 43, Title 30 of the Delaware Code "rent" and "lease rental payments") from transactions between related entities are not subject to gross receipts tax. For this purpose, entities are "related" only if (i) the same five or fewer natural individuals own, directly, indirectly or beneficially, 80% or more of each entity, or (ii) 100% of each entity is owned by member or members of a single family. See Section 2210(b) of Title 30 of the Delaware Code for further details, including the definition of family member for purposes of this exclusion.

Common Ownership/Direction

A business that operates through more than one branch or legal entity is only entitled to one monthly or quarterly exclusion from gross receipts, if the branches or entities making up the enterprise have common ownership or common direction and control.

Caution Concerning Multiple Exclusions

Nearly all licensees are permitted to reduce their monthly or quarterly gross receipts by certain specific exclusions in determining their taxable gross receipts. The Delaware Code limits the number of allowable exclusions for each general business activity. A taxpayer conducting a business activity for which an exclusion is provided is entitled to **ONLY ONE** monthly or quarterly exclusion regardless of the number of locations at which such activity is conducted. For example, a taxpayer who operates multiple convenience stores at which gasoline is also sold should aggregate the receipts from all goods sold at all locations and subtract only one monthly exclusion. Separate retail licenses are not required for the sale of food and petroleum products. While the Division of Revenue may assign a unique business code which reflects the primary product sold, retailers, wholesalers and manufacturers may sell or manufacture multiple product lines without obtaining a separate license for each product line. However, separate licenses are required and separate exclusions are permitted if a taxpayer conducts more than one **ACTIVITY**, such as retailing and wholesaling.

Retail Crime Fee

Effective September 16, 2008, an annual fifteen dollar (\$15.00) Retail Crime Fee has been added to General retail business licenses and Grocery store retail licenses. There are no additional forms to complete in order to remit this fee.

As a result of the Retail Crime Fee: 1) The annual and three year license fees for all general retailers and grocery store retailers with a primary license location will increase from \$75 to \$90 and \$225 to \$270, respectively, beginning September 16, 2008, and 2) The annual and three year license fees for all general retailers and grocery store retailers with secondary, branch or transient location will increase from \$25 to \$40 and \$75 to \$120, respectively, beginning September 16, 2008.

Regulatory and Local Requirements

The Business License Issued by the Division of Revenue is not a regulatory license and the issuance of such license does not attest to the qualifications of the applicant to perform the activity described on such license. Many local jurisdictions have requirements for a business license and may have restrictions concerning the locations of conducting the referenced business activity. Please check with the local government office in the town, city or county in which you will conduct your business.

The State of Delaware also has a Division of Professional Regulations. Many occupations and some types of equipment have regulatory requirements. Please contact the Division of Professional Regulation for more information.

General

If you have any questions, please contact one of the following offices:

Wilmington	Dover	Georgetown
Division of Revenue Carvel State Office Building 820 North French Street Wilmington DE 19801 (302) 577-8205	Division of Revenue Thomas Collins Building 540 South DuPont Highway Suite 2 Dover DE 19901 (302) 744-1085	Division of Revenue 20653 Dupont Blvd Ste 2 Georgetown DE 19947 (302) 856-5358

or by e-mail at: rev_busaudit@delaware.gov or 302-577-8662

File Gross Receipts On-line:
or
Print an Interactive Gross Receipts Coupon:

<https://grossreceiptstax.delaware.gov/grtpublic/>

XVI. USEFUL INFORMATION AND RESOURCES

Hardware Store	Hospital	Police
First State Signs, Inc 2015 S DuPont Hwy Dover, DE 19901 (302) 744-9990	Bay health, Sussex Campus 00 Wellness Way Milford, DE 19963 (302) 422-3311	Harrington Police Department 10 Mechanic St Harrington, DE 19952 (302) 398-4493
Post Office	Propane	Sign Shop
US Post Office 2 Commerce St Harrington, DE 19952 (302) 398-3577	Southern States – Milford Coop. 7308 Williamsville Rd Milford, DE 19963 (302) 422-8066	First State Signs, Inc 2015 S DuPont Hwy Dover, DE 19901 (302) 744-9990
Grocery Stores	Fuel Stations	Banking
Byler’s 1 Liberty Plaza Harrington, DE 19952 (302) 398-0398	Valero 17256 S Dupont Hwy Harrington, DE 19952 (302) 398-9021	WSFS 7 Commerce St. Harrington, DE 19952 (302) 398-3232
Food Lion 2004 Midway Dr. Harrington, DE 19952 (302) 398-7884	Royal Farms 7250 Milford Harrington Hwy Harrington, DE 19952 (302) 398-3054	M&T Bank 1 Clark St Harrington, DE 19952 (302) 398-6026
Auto Parts	Welding Shops	Hotels
Napa Auto Parts 17468 S Dupont Hwy Harrington, DE 19952 (302) 398-3422	Miller Métal Fabrication 16356 Sussex Highway Bridgeville, DE 19933 (302) 337-2291	Holiday Inn Express 17271 S. DuPont Highway Harrington, DE, 19952 (302) 398-8800
Wrights Auto Parts 31 Milford Harrington Hwy Milford, DE 19963 (302) 422-8006	KL Vincent Welding 19456 S DuPont Hwy Harrington, DE 19952 (302) 398-9357	Super 8 Motel Harrington 17010 S. DuPont Highway Harrington, DE, 19952 (302) 398-4206
Advance Auto Parts 1049 Midway Drive Harrington, DE 19952 (302) 566-1560	Knotts Welding & Equipment Repair 16869 S DuPont Hwy Harrington, DE 19952 (302) 398-3400	Comfort Inn & Suites 1259 Corn Crib Road Harrington, DE, 19952 (302) 398-3900

Restaurants	Pharmacy
<p>Domino's Pizza 1000 Midway Drive Harrington, DE 19952 (302) 398-4400</p>	<p>Rite Aid Pharmacy 17069 S Dupont Hwy Harrington, DE 19952 (302) 398-4420</p>
<p>Rudy's Family Restaurant 17064 S DuPont Highway Harrington, DE, 19952 (302) 786-2491</p>	<p>Walgreens Pharmacy 17248 S Dupont Hwy Harrington, DE 19952 (302) 398-1200</p>
<p>Pizza King 1000 Midway Drive Harrington, DE 19952 (302) 398-0300</p>	
<p>Subway 1000 Midway Drive Harrington, DE 19952 (302) 398-6100</p>	
<p>Derbys' Diner 16967 S DuPont Hwy Harrington, DE 19952 (302) 566-6392</p>	
<p>Main Street Café 29 Commerce Street Harrington, DE 19952 (302) 398-7800</p>	



I have received this Manual - Rules and Regulations and I understand and agree that it is my responsibility to read, understand, and follow the expectations contained in this Manual - Rules and Regulations and any future changes made to them.

Name (Print): _____

Signature: _____

Date: _____

Cell Phone: _____