



Concession Vendor Manual

YUBA-SUTTER FAIR

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**WELCOME
CONCESSION EXHIBITORS
to the YUBA-SUTTER FAIR!**

We look forward to fun and successful year working with you and your staff.

Listed below is some **IMPORTANT** and **HELPFUL** information regarding this year's fair. Please review this information with all of your staff. This will ensure the success of this year's event. If you have any questions or concerns, please do not hesitate to contact us. The fair office number is 530-674-1280 or you can email info@ysfair.com for more information.

MISSION STATEMENT

To be the hub of our rural, agricultural community showcasing the best of the people we serve and pursuing excellence as we provide for social, educational and historical needs!

FAIR STAFF & CONTACTS

Fair Manager/CEO
Office Staff

Dave Dillabo
Sherrie Skaggs
Maureen Baumgarner
Bruce Fricker
Randy Garrick

Maintenance Department

GENERAL FAIR INFORMATION

This section is designed so that you will know what is happening, when and where. Please check the program and the daily schedules for additional information. We hope that you are able to enjoy the fair in its entire capacity.

Fair Dates: August 1-4, 2019 (Thursday through Sunday)

Location/Mailing Info: Yuba-Sutter Fairgrounds/13th District Agricultural Association
442 Franklin Avenue, Yuba City, CA 95991

Phone/Fax: Phone: 530-674-1280 Fax: 530-674-2196

Website: Website: www.ysfair.com

Office Hours: The office will open from 8:00 AM to 8:00 PM during fair week. The office number is 530-674-1280. Should you need to reach someone after those hours please contact Dave Dillabo, Fair Manager, at 541-281-9240.

GUEST SERVICES STANDARDS

All Fair board of directors, employees, exhibitors, concessionaires, contractors and volunteers are members of our YSF All-Star Service Team. As part of the YSF All-Star Service Team, we strive to create an environment that is welcoming, entertaining, educational and safe. Our guests come first and we show our appreciation by providing courteous service, exceeding their expectations, and acknowledging that without our guests, we would not be here.

As a member of the team, we depend on you to help us meet our goal of providing quality service to our guests. Remember to treat guests as you would like to be treated, and that sometimes the smallest gesture of kindness means the most.

Should you find a guest that needs assistance please direct them to the fair office or the Information Booth located just inside the main entrance of the fairgrounds.

YOU ARE A MEMBER OF THE YSF ALL STAR SERVICE TEAM!

CONCESSIONS MANUAL DEFINITIONS

As used in this agreement, the following terms shall have the respective meanings indicated:

DAA	13th , Yuba-Sutter Fair, which sets policy for and produces the annual fair
Concession	Food and/or beverage vendor, or any other vendor with rent paid all or in part as a percentage of sales
Concessionaire	Contractor, as referenced in the Rental Agreement, their officers, agents, employees, volunteers and concession related invitees
Contract	The Rental Agreement which authorizes concessionaire to conduct business at the Yuba-Sutter Fair.
Fair	Annual Yuba-Sutter Fair
Fairgrounds	Yuba-Sutter Fairgrounds
Fair Management	The Fair Manager (DAA CEO) or other appointed representative and/or authorized delegate

1. PURPOSE AND SCOPE

The purpose of this Concessions Manual is to provide clear understanding of the rules, policies and procedures in regards to concession operations during the annual Yuba-Sutter Fair.

Every Concessionaire is required to know and abide by these rules and regulations. Every Concessionaire is responsible for assuring that all concessionaire members know and abide by these rules and regulations. Additional copies of this manual are available upon request from the Administration Office.

DAA and Fair Management reserve the right to amend, add to and interpret the following rules and regulations and to determine finally all questions and differences with respect to them arising out of, connected with, or incident to the Fair.

2. CONDUCT

Concessionaires shall operate strictly within the limits of their assigned space, not in the aisles or roadways. Concessionaires shall ensure that all officers, agents, employees, and concession-related invitees are clean, orderly and polite in their conduct and speech and that the assigned space is kept clean with no accumulation of trash, paper, or other combustible material.

3. RENTAL AGREEMENTS

A. CONTRACTS - Every Concessionaire must have a written and signed Rental Agreement with the Concessionaire's activities. DAA reserves the right to cancel all contracts of any kind should an Act of Providence such as war, riot, fire, flood, storm, or pestilence prevent the holding of the Fair in whole or part. Any and all county, state or federal licenses, inspections or permits required for the installation or operation of Concessionaires booth shall be obtained by Concessionaire, at its expense, prior to noon on Wednesday, July 31, 2019.

B. ANNUAL PARTICIPATION - Contracts are issued on an annual basis and do not indicate participation in any future Fairs or events sponsored either in whole or part by the DAA. Contracts, spaces and related privileges are not transferable.

C. CANCELLATION OF CONTRACT - If this contract is canceled by Concessionaire for any reason, rental paid to DAA by Concessionaire shall be refunded as follows, ONLY if the fair can resell the space:

1. If concession or Concessionaire cancels 90 days or more prior to opening day – 75% of the amount paid may be refunded; 60 – 89 days prior to opening day of fair – 50% of the amount paid may be refunded; 30 – 59 days prior to opening day of fair – 25% of the amount paid may be refunded. No refunds will be made if cancellation is made less than 30 days prior to the opening day of the fair. All requests for refunds must be made in writing and are subject to the approval of the Fair Management and/or the Board of Directors.
2. Failure to comply with the terms of this Rental Agreement shall be deemed to be a cancellation by the concessionaire. This includes but is not limited to; no further response, mailings returned as undeliverable, no forwarding address, and inability or failure to make or complete payments.

The forfeited funds constitute liquidated damages for the direct and indirect costs incurred by DAA in organizing, setting up and providing a space for Concessionaire and expenses caused by Concessionaire's withdrawal, including re-letting the space. Concessionaire agrees DAA's actual loss and damages for Concessionaire's default may be difficult to ascertain, that DAA's collection and retention of this sum represents a reasonable estimation of its actual loss, and that this provision does not constitute a penalty.

D. DELAY OR CANCELLATION OF FAIR –DAA shall not be liable for any damage or expense incurred by Concessionaire in the event the Fair is delayed, interrupted or canceled. If the Fair is canceled for any reason, DAA may retain as much of the rental paid by Concessionaire as is necessary to cover expenses incurred by DAA.

E. SECURITY FOR RENTAL - Concessionaire hereby grants to DAA a security interest in all of Concessionaires merchandise and exhibit materials, including, but not limited to, raw materials, work in process, materials to be used or consumed in Concessionaires exhibit, inventory, equipment, and the products and proceeds thereof, to secure payment and performance of any and all of Concessionaire's obligations specified herein. In addition to all other remedies, DAA shall have the right to take possession of said property without notice or demand and without legal proceedings in the event of Concessionaire's default under this Contract. DAA shall not be responsible for the deterioration or spoilage of any such property. DAA shall have the right to dispose of the security in a commercially-reasonable manner. Any sale proceeds shall be retained by DAA and applied to costs of repossession and/or foreclosure including attorney fees, storing and selling the property, and the unpaid rental due from Concessionaire for the entire Fair. Any excess proceeds shall be disbursed to Concessionaire.

F. ATTORNEY FEES - If any action is brought to enforce the terms of this Contract, the prevailing party shall be entitled to attorney fees from the losing party in an amount as may be adjudged reasonable by the court, including an appeal.

G. VENUE - Any action brought to enforce this Contract shall be filed in Sutter County, California.

H. GOVERNING LAW - This Contract shall be governed by and construed in accordance with California State Law.

I. ASSIGNMENT - DAA may sell, assign, or transfer any or all of its rights, benefits, privileges, obligations, or duties under this Contract without prior notification to Concessionaire. Concessionaire may not sell or sublet their assigned space under the terms of this agreement with DAA.

J. DAMAGES - Concessionaire agrees to return said premises and the area to which it has access in the same condition as the premises were before the use of the same was permitted. Ordinary wear and tear, damage by the elements, acts of nature or casualties beyond the control of the Concessionaire is an exception to this rule. The Concessionaire agrees to pay the costs of repair and replacement for any and all damages of whatever origin or nature, which may have occurred during the term of this agreement, by the Concessionaire for restoring the premises to a condition equal to that which existed at the time the participant took possession.

K. UNAUTHORIZED PRODUCTS - If a Concessionaire substitutes or adds any food items, prizes, giveaways, products, or services that have not been approved by Fair Management and/or deletes any such items approved by Fair Management, it is a material breach of the contract and DAA may terminate the contract immediately upon notice to Concessionaire of the violation. Items must be removed immediately. The Concessionaire may not be granted future contracts by DAA.

The following statute will apply to all exhibitors at the Fair:

The demonstration and/or sale of the following products during the Fair are strictly prohibited: firearms, weapons, blow guns, blow gun darts, explosives, drug paraphernalia, the sale of any items that promote or glorify drug use, combustibles, laser pointers, spud (potato) guns, stink bombs and any other items which the DAA deems to be dangerous, obscene or highly offensive.

L. SUPPLIER OR SPONSOR PRODUCTS - Space, products and signage is limited to the name of Concessionaire and the primary products as established on the contract. Suppliers or sponsor company products or names cannot be used without advance approval by DAA (example: Pepsi, Maytag, etc.)

M. UNLAWFUL BUSINESS PRACTICES - DAA will use every precaution to guard against unlawful business practices in any form. A violation of this rule will cause the forfeiture of all contract money paid, or expulsion from the grounds, or both, as DAA may direct.

N. PAYMENT INFORMATION –

- a) An initial payment of 515 which is a guarantee vs. 22% of the gross receipts not including tax, whichever is greater is due immediately upon execution of agreement but no later than date stipulated on face of contract to reserve the concession booth space.
- b) Insurance fees must be paid by July 15, 2019.
- c) Concessions not meeting items "a" and "b" will forfeit their space and it will be rented to a new concession. There will be NO EXCEPTIONS to this policy.
- d) All spaces come with standard electricity. Additional electrical cost is 15 to 50 amps \$50 and 60 amps and over \$125.
- e) The remaining contractual fees must be paid in full at the conclusion of the fair.
- f) Payment for space must be made payable to "Yuba-Sutter Fair" as stipulated in contract.
- g) Payment due for booth fees, insurance, etc. made after July 15th, will be accepted in the form of cash, cashier or bank check, money order, credit card (Visa, MasterCard or American Express) only. **No checks will be accepted after July 15th.**

No Concessionaire shall distribute advertising matter, handbills, fliers, tokens or other material on the Fairgrounds except from an assigned booth or display space. The tacking or positioning of any advertisement, bill, sign, banner, or printed matter other than within the assigned space is strictly prohibited. No Concessionaire shall solicit or distribute such material in aisles or while roving the grounds. Anyone violating this rule is subject to removal from the grounds.

4. LIABILITY / INSURANCE

A. LIABILITY INSURANCE – When returning signed contract, all concessionaires must provide one of the following:

- 1) CSFA insurance number.
- 2) An acceptable Certificate of Insurance meeting all requirement of the State of California including, but not limited to, public liability coverage of not less than \$1,000,000 CSL, dates of inceptions and expiration, a 30-day cancellation clause and required additional insurers with the exact wording naming **"The State of California and the Yuba-Sutter Fair/13th District Agricultural Association as additional insured.** The acceptable wording is as follows; **"The State of California, the Yuba-Sutter Fair/13th District Agricultural Association, their agents, directors, officers, servants and employees are made additional insured, but only insofar as the operations under this contract are concerned."**
- 3) \$145.00 for food vendors or \$120.00 for non-food vendors to purchase insurance through the California Fair Services Authority.
- 4) The Certificate of Insurance must be received by the fair office no later than July 15th.

5. EMERGENCIES AND SECURITY

A. EMERGENCY OR INCIDENT-REPORTING PROCEDURES – Yuba-Sutter Fair is confronted with various emergency situations and hazardous conditions during the annual event. Fair Security needs to be immediately informed of accidents and incidents that occur during the Fair. A report form in the Security Office must be filled out by a Concessionaire that observes any of the following: injury or accident to a person or property, verbal threats, violence, theft, fire, or hazardous condition of any kind. The Fairgrounds has an emergency

and security network that can respond within minutes to any incident that may occur. Concessionaires should acquaint themselves with the location of fire extinguishers, first aid. Good judgment is essential in any emergency. Remember that all incident reports must be filed with the Fairgrounds Office.

B. FIRST AID BOOTH – The first aid booth is located in the Security Office.

C. BUILDING AND GROUNDS SECURITY – The 13th DAA assumes NO responsibility for material left in the booths. If you have anything in your display that could be carried away, it is suggested you take it with you when you leave each night.

6. VEHICLES/TRAFFIC PROCEDURES

- A. RV PARKING** - A limited number of RV spaces with electrical and water hookups are available. RV spaces are allocated on a first-come, first-serve basis and located in the Vendor RV Camping area only. The fee for RV parking is \$200 for the week of fair. 30 Amp or 50 Amp Electric and water hook-ups are available.
- B. VEHICLE PARKING** - Each concessionaire will receive no more than 8 complimentary parking passes to be used in the daily Vendor parking lot. Additional parking passes may be purchased at the Fair Office.
- C. SUPPLY TRAILER PARKING & DAILY UNLOADING-**
- a. Concession Supply Trailer/Van Parking:** All concession supply trailers and/or storage vans must be parked in the designated Vendor Parking Area. Absolutely NO STORAGE TRAILERS and/or STORAGE VANS will be allowed to park in the fair patron parking lots.
 - b. Supply Vehicle Parking:** Supply trailer parking will be available on a limited first come first serve basis in the RV Camping area. Supply trailer parking permits can be purchased through the fair office. The cost is \$50. Parking permits are valid from Monday prior to fair thru Monday following the fair.
 - c. Supply Vehicle Daily Fair Entry Policy:** All vehicles must enter through Wilbur Gate beginning Thursday, August 1, 2019. The vehicles must be outside the gate by 2:00 pm Thursday and by 11:30 am Friday through Sunday of the fair. After that time no vehicles will be allowed to remain inside the gates. No vehicles will be admitted inside the gates after that time.
- D. SKATEBOARDS, ETC.** - No skateboards, roller skates, roller blades, bicycles, scooters, motorcycles or similar recreational vehicles are allowed on the grounds. Golf carts and other motorized transportation may be authorized by Fair Management with prior approval.

7. DELIVERIES & STORAGE

A. DELIVERIES - Management is not responsible for lost or stolen packages. All deliveries will be accepted at the DAA in the Main Office.

1. **PRE-FAIR** When shipping products to the Fairgrounds, it is Concessionaire's responsibility to instruct the cartage company to hold delivery until specific dates.
2. **DURING FAIR** - All deliveries on grounds must be prior to 11:00 a.m. daily.
3. **C.O.D. FREIGHT** - Concessionaires receiving C.O.D. packages must make arrangement with Administration office prior to delivery if they are unable to be present. DAA is not responsible for payment or collection from Concessionaire in regards to packages.

B. STORAGE AFTER FAIR - Storage of materials is generally not available on the Fairgrounds after the Fair. If Fair Management determines that space will be made available for this purpose, an interim storage agreement must be signed and an appropriate fee paid.

8. BOOTH LIMITATIONS

The booth is to be used solely by the Concessionaire and no portion shall be sublet or assigned without prior written permission by DAA. Concessionaire recognizes that it is a tenant of the booth and thus should Concessionaire not enter into a lease with the DAA for subsequent Fairs, Concessionaire shall not assign or in any way transfer the booth, but rather acknowledges that any other booth tenant must negotiate directly with DAA.

9. CONCESSION SPACE SET-UP AND RESTOCKING

A. SET UP - Prior to Fair, Concessionaire may commence set-up of concession as outlined below. For days and times to begin earlier set-up or repair, permission from Fair Management is required. Remember, all electrical work must be approved by the Yuba-Sutter Fair Management.

1. Pressure washing/steam cleaning of Food Court booths must be completed by Monday prior to fair.
2. Set-up is available from 9:00 am Monday, July 29th through Noon Thursday, August 1st.

B. SET UP COMPLETION - Set up must be completed no later than Noon on Thursday, August 1, 2019. If a Concessionaire is not completed and open for business by 4:00 pm on Thursday, the Concessionaire will be in breach of the contract and may be subject to immediate cancellation of all rights and forfeiture of all monies paid, at the sole discretion of the Fair Management. Fair Management will not, under any circumstances, permit a Concessionaire to work on the installation of their concession during the hours the Fair is open to the public.

C. EXPENSES AND SET UP - Concessionaires are responsible for all their own expenses incurred in connection with decoration, equipment, or occupancy of the assigned space, with the exception of electrical power provided with the booth or as stated in the contract.

Any work performed or demonstration of products that produce dust or spraying of materials must be shielded behind a heavy plastic or glass enclosure to prevent dust or other materials from being distributed on other concessions or persons.

D. LAST DAY OF FAIR RELEASE - All concession materials must remain in place the entire length of the Fair. NO CONCESSIONAIRE IS PERMITTED TO REMOVE THEIR DISPLAY PRIOR TO MIDNIGHT ON SUNDAY, AUGUST 4, 2019. **Concessionaires will be allowed to remove items from their allotted space(s) after all pedestrian traffic is reduced to a safe number.** Concession and all concession materials must be removed by 5:00 p.m. on Monday, August 5, 2019. Concessionaires must remove all cooking oils and grease by Monday, August 5, 2019. **Concession stands must be clean, food removed and electric appliances unplugged by Tuesday, August 6, 2019.**

10. CONCESSION HOURS OF OPERATION

A. PUBLIC HOURS - ALL CONCESSIONS - Following are the required hours of operation during which booth spaces must be manned and open to the public.

Thursday, August 1, 2019	4:00 pm to 11:00 pm (may go later if guest needs dictate)
Friday-Sunday, August 2-4, 2019	1:00 pm to 7:00 pm (may go later if guest needs dictate)

11. STAFFING

A. GATE ADMISSION/PARKING FEES:

1. DAA will provide to Food Vendors, at no charge, each concessionaire will receive no more than 16 daily admission passes and 8 daily parking passes to be used in the Vendor parking lot. Additional admission and parking passes may be purchased at the Fair Office by Wednesday, July 31, 2018 at 5 pm.
2. Any attempt on the part of the Concessionaire to sell, exchange, barter or gift any privilege of admission or parking passes issued by the DAA will be sufficient cause for cancellation of the contract and removal from the property. All passes allotted are specifically for the use of Concessionaire staff only.
3. Concessionaire passes are only available at the Administration Office and will NOT be mailed unless requested.

4. Purchase of additional parking passes after July 15, 2019 will not be accepted by check. After July 15, 2019, payments will only be accepted in the form of cash, cashier or bank check, money order or approved credit card VISA, Discover or MasterCard.

B. STAFFING YOUR BOOTH - During the official open hours of each day of the Fair, all concessions must be open to the public and supervised by a competent attendant. No one is allowed to stay overnight in a booth. If any Concessionaire fails or refuses to abide by these rules, DAA reserves the right to terminate the contract and to take possession of the concession. In the event of a breach of contract, DAA will not return advance payments to the Concessionaire and may seek other remedies.

In addition to the other actions described above, Concessionaires who do not follow these staffing guidelines may not be invited to participate in the 2020 Fair.

*** LOST OR STOLEN PASSES WILL NOT BE REPLACED UNDER ANY CIRCUMSTANCES ***

E. WILL-CALL PROCEDURES - The Administration Office will not allow Concessionaires to leave "will call" passes.

12. BOOTH OPERATION REQUIREMENTS

DAA reserves the right to restrict or remove Concessionaire and concession from the Fairgrounds without refund if any representations made by Concessionaire in this manual and agreement are false or if Concessionaires exhibit is deemed, by DAA, unsuitable or objectionable. This restriction applies to, but is not limited to, noise (i.e.: public address systems), objectionable conduct, distribution and/or display of offensive matter.

A. REFUNDS AND SALES AGREEMENTS - Concessionaire must post its policy regarding refunds on merchandise within the assigned booth space so that it is visible to patrons. Additional refund information, which may include a telephone number and address for patrons to contact must be available upon request.

B. SOUND DEVICES - No sound device (record players, tape recorders, etc.) shall be allowed unless they are an integral part of the items on sale or display. Concessionaires desiring to use public address systems or other sound making devices must obtain advance written approval by Fair Management. Approval may be revoked at any time if the noise level is objectionable in the judgment of Fair Management.

Volume of any sound device or vocal pitch sales must not interfere with the activities and sales of other Concessionaires. The calling of people from the aisles or from other booths is strictly prohibited.

C. GIVEAWAYS - Giveaways and giveaway items (pens, key chains, pencils, etc.) must be approved in advance by Fair Management. Balloons are not allowed.

13. ADVERTISING MATERIALS AND SIGNS

The aisles, passageways and overhead space remain under the control of the DAA and no signs, decorations, banners, advertising or exhibits will be permitted in those areas, except upon prior written permission of DAA.

Signs may not extend into the aisles, and must be confined to the booth area. Distribution of brochures or promotional materials may be handed out from the assigned space only.

A. HANDMADE SIGNS - All concession signs must be of professional quality as determined by Fair Management.

B. PRICE SIGNS - Price signs must be legible and visible to all Fairgoers. Food concessionaires are required to submit a list of menu items 120 days in advance of the Fair for the Fair Management approval. The menu should include prices to be charged for each item. The Fair will notify each concessionaire of the menu items which have been approved for sale.

If you wish to make changes to the menus or prices after the Fair has sent approval, you must submit the request in writing identifying the reasons for the change for Fair Management approval. Food concessionaires' price signs must include ALL items on menu. Posted concessionaires prices must include sales tax. No adding of sales tax to the posted price is allowed.

14. CASH REGISTERS

This section is directed at all individuals who are in sole or part paying the DAA on a percentage basis.

Material covered in this section is subject to change.

A. CASH REGISTER SPECIFICATIONS - All cash registers must be inspected and certified by the Concessions Auditor prior to the first sale. Percentage based Vendors are **REQUIRED** to use cash registers that meet the following specifications:

1. Registers must have non-adjustable grand total.
2. Registers must have the non-re-settable "Z" counter.
3. Registers must have the ability to take daily "X" readings that will not alter the running "Z" totals.
4. Registers must have detail journal tape at all times.
5. Registers must have two-way displays and both the register and display must be placed in plain view of the customers at all times. Fair Management or auditors reserves the right to request change of cash register location.
6. Registers shall print the date and time of each transaction and have consecutive transaction numbers on the detail tape and be accurately set.
7. Registers must have battery back-up with memory and surge protection in operation.
8. All non-sales must have a written explanation noted on register tape.
9. Yuba-Sutter Fair auditors shall approve all register systems prior to use.

Recommended, but not required:

10. Preset key/plu's
11. Waterproof keyboard layouts
12. Department keys
13. Cashier identification
14. Compulsory closed door mechanism
15. High amount lockout
16. Customer change computation
17. Error correction and refund/void keys should be separate on both keyboard and financial report

Concessionaires are **NOT** permitted to work from an open cash drawer, money apron, or cash box.

Each item sold must be rung in the cash register.

Concessionaires are required to keep an operating manual for each cash register in the booth in which that cash register is being used and available to the DAA Concessions Auditor at all times during the run of the Fair. All cash registers must have an identifying number (the serial number will be used for this purpose).

Each Concessionaire is required to have an ample supply of cash register supplies on hand at all times.

B. OVER RINGS - Do not deduct over ring from cash register. Circle, date and initial the over ring on the tape. All over ring amounts must be recorded on the over ring form. Over ring forms must have location, date, register number and managers approval marked on slip to be acceptable. Over ring slips will not be accepted unless they are attached to the journal or detail tape showing the same information. DAA will not honor any over ring that is not circled on the tape, initialed by the supervisor and reported on the appropriate forms.

C. REGISTER RENTAL/REPAIR - All cash registers must be in good working order. Concessionaires will be responsible to select and contract whatever company they wish for cash register rentals, repairs and for providing the necessary gate and parking passes. Before using a replacement register, you must notify the Concessions Auditor and have the replacement register approved by the Concessions Auditor. Any register leaving the Fairgrounds to have maintenance work done that could alter totals, must be checked out by the Concessions Auditor.

D. CASH REGISTER TAPES - The DAA has the right to keep any and all tapes.

E. DAILY REPORTING

1. DAA will provide reporting forms. Forms will be available in the Concession Auditors Office.
2. Each booth has received a complete Commercial & Food Concessions Manual.

3. Concessionaires must turn in the original daily reporting form along with your daily cash register tapes. The daily reports and tapes from all registers and over ring forms are to be turned into the Fair Concessions Office the following day by 10:00 a.m...
4. All Concessionaires shall make their final payment no later than 12:00 p.m. on Monday, September 8, 2014. DAA reserves the right to require the final payment to be either cashiers check or money order. Concessionaires are encouraged to schedule appointments with the Concessions Auditor.

15. FOOD VENDOR VIOLATION NOTICES

Yuba-Sutter Fair Management will use "Violation Notices" to inform food concessionaires of occurrences that are not in accordance with the Rules and Regulations established in the Concessions Manual issued to all Concessionaires.

It is Fair Management's philosophy that the use of written notification given to the offending concessionaire in a timely manner offers the following benefits:

- Provides the concessionaire the opportunity to take corrective measures.
- Defines the offense in exact terms instead of the vagueness that sometimes accompanies verbal descriptions.
- Provides the opportunity for verbal dialogue with management regarding reasonable corrections.
- Enhances the long-term relationship between Fair management and the concessionaire.

Violations are divided into three "levels" depending on the seriousness/repetitiveness of the particular offense. While it is virtually impossible to anticipate and list all potential infractions, an effort is made here to cite examples of the various levels in order to provide an understanding of the concept for the concessionaire. Severe violations may cause finding of Level III or termination of contract.

LEVEL I

Examples of infractions that may cause an issuance of a Level I Violation Notice include:

- Failure to turn in daily report forms to the Concessions Office by the time requested.
- Failure to follow the outlined procedure for reporting cash register over rings.
- Improper position of cash register.
- Improper cash register.

LEVEL II

Examples of infractions that may cause an issuance of a Level II Violation Notice include:

- Repeated Level I violation.
- Use of a cash register without having it registered with the Concessions Audit Supervisor.
- Relocation of a cash register without prior notification to the Concessions Audit Supervisor (Multiple locations).
- Loss of data in the cash register due to actions of the concessionaire (i.e. failing to have adequate battery back-up to safeguard against AC power loss).
- Improper conduct of concessionaire's staff.

LEVEL III

Examples of infractions that may cause an issuance of a Level III Violation Notice include:

- Repeated Level II violation.
- Failure to enter sales accurately into cash register.

NOTE: It is important to note, as stated previously, that the above examples are given to assist concessionaires in understanding Fair management's philosophy and views of the types of offenses that create the issuance of a Violation Notice. In no instance are the examples listed above to be interpreted as the complete list, nor are they intended to be rigid in their enforcement. It is Management's opinion that, due to the many variables and contributing factors, each instance must be decided independently based on the facts available.

16. HEALTH DISTRICT REQUIREMENTS

Fair Management requires all Concessionaires that are handling food in any manner contact the Siskiyou County Health Department for all rules and regulations. The Siskiyou County Health Department inspects all concessions on site and will permit you at that time and not before. The cost for a Permit to Operate is \$72.00.

For any other questions concerning food handler's requirements contact the Siskiyou County Health Department.

Sutter County Environmental Health Department - (530) 822-7400
<http://www.suttercounty.org/oc/government/depts/ds/ehs>

Listed below are key items that all Concessionaires must be aware of and in no way should be construed as the complete listing of all Health District rules and regulations.

A. REQUIREMENTS TO OPERATE A TEMPORARY FOOD SERVICE FACILITY -

1. Liquid waste must not be dumped into streets, storm drains, or onto the ground. Use containers to collect the dirty water and discard in a sanitary manner (such as specially marked sewer drain areas or mop sinks. (Not in flower beds or grass!)).
2. Water supply = any hose that is used for drinking or cooking water must be of NSF or food grade plastic.

Fair Management has requested the Health Department's strict application and enforcement of these rules and other health regulations in order to avoid incidents involving food hazards. Cooperation by Concessionaires is greatly appreciated and required.

17. MISCELLANEOUS

A. ANIMALS - No dogs or other pets are allowed on the Fairgrounds except those pre-entered into exhibit competitions or assistance dogs (example: dogs that assist the blind or hearing-impaired).

B. ALCOHOLIC BEVERAGES / ILLEGAL SUBSTANCES - Concessionaire, its employees, agents and guests shall not consume any alcoholic beverages nor use illegal substances at the Facility (including the parking lot). Violation of this section will be grounds for immediate termination of this Agreement (including forfeiture of all rental paid and owing). Additionally, those persons violating this policy will be asked to immediately leave the Fairgrounds.

C. PHOTOS/VIDEO TAPING - DAA reserves the right to photograph and video tape any concession and products while vendor is participating at the Yuba-Sutter Fair. All such photographic and video material shall become the sole ownership and contain all rights to use of The Yuba-Sutter Fair and Concessionaire hereby waives any rights of use, royalty, or other intellectual property rights related to the media or its future use by the DAA.

D. SMOKING POLICY - Yuba-Sutter Fair is a smoke free zone, but we do have two designated smoking areas on the fairgrounds.

E. ADDRESS AND TELEPHONE NUMBER CHANGES - Concessionaires must immediately notify DAA of any address or telephone number changes. Fair Management will not be responsible for loss of any correspondence or contracts due to non-notification.

F. RETURNED CHECKS - A \$50.00 fee will be charged on all checks returned by the Bank. Concessionaire shall then be required to pay all fees and applicable charges in cash or cashier's check. Any Concessionaire whose check is returned risks cancellation of contract.

G. TIP JARS/DONATIONS - There will be **NO** placing of "tip" jars on any stand or the soliciting of "tips" anywhere on the grounds. Soliciting donations is prohibited on the Fairgrounds.

H. EMPLOYEE DISCOUNTS - Concessionaires are not expected to offer nor are they obligated to extend free or discounted merchandise or food to employees and directors of the Yuba-Sutter Fair. Concessionaires are encouraged to notify the Fair Management if they are approached by anyone asking for free or discounted merchandise or food.

I. RELEASE / DISCLOSURE - Concessionaire irrevocably consents to and authorizes DAA the use by DAA, anyone authorized by DAA of my name, likeness, voice, picture, video, business address, business telephone and electronic address for any business purpose. DAA does not release this information for profit or sale. We

further disclose that all requests for vendor information are screened by DAA staff for accuracy and privacy purposes.

J. LOCAL SALES TAX RATE - The sales tax rate for transactions at the Yuba-Sutter Fair is 7.25%.

K. CALIFORNIA STATE DEPARTMENT OF REVENUE - All concessionaires must possess a valid Seller's Permit. Concessionaires are required to provide their Seller's Permit number to the DAA. Temporary permits may be applied for. Contact the California state Board of Equalization for information and forms at <http://www.boe.ca.gov> or by calling 800-400-7115

L. CONFLICT OF INTEREST – Concessionaire certifies that no employees or officials of Siskiyou County, DAA have any known interest, financial or otherwise in the Concession.

M. EQUAL OPPORTUNITY – No person shall, on the grounds of race, color, religion, sex, disability, national origin, age, sexual orientation, marital status, political affiliation or belief, be denied employment or benefits, or be discriminated against as a consumer, administrator or staff person under any program or activity receiving funds under this Contract.

In compliance with Department of Labor Regulations implementing Section 504 of the Rehabilitation Act of 1973, as amended, no qualified disabled individual shall be discriminated against in admission or access to any program or activity.

Concessionaire agrees to provide equal opportunity in the administration of the contract and its subcontracts or other agreements.

N. ALTERATIONS TO CONTRACT – No alterations of conditions of the terms of the Contract shall be valid unless made in writing and signed by the parties hereto and no oral understanding or agreements not incorporated herein and no alteration or variation of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties.

O. SEVERABILITY – If any provision of this Contract is declared void or unenforceable, such provision will be deemed severed from this Contract, which shall otherwise remain in full force and effect, provided that this Contract must be construed to give effect to the Parties' intent.

P. CAPTIONS – Captions and paragraph heading used herein are for convenience only and are not a part of this Contract and do not limit or alter any provisions hereof and are not relevant in construing this Contract.

RECOMMENDED STANDARDIZED MINIMUM DRINK SIZES AND PRICES

Recommended Minimum Standardized Soda Drink Prices as follows:

- a) 16 oz. = \$2.00
- b) 24 oz. = \$2.50
- c) 32 oz. = \$3.00

Recommended Minimum Standardized Water Prices as follows:

- a) Bottled Water (12oz. to 16.9 oz.) = \$2.00