

Concessions/Vendors Handbook - 2009

Mailing Address Saratoga County Fair
162 Prospect Street
Ballston Spa, NY 12020
Phone 518-885-9701
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Located off Routes 50 and 67 and Middleline Road in Ballston Spa, NY.
Accessible from Prospect St., Fairground Ave., and County Farm Road

Web Site
www.saratogacountyfair.org

Email Address
info@saratogacountyfair.org

General Manager
Dick Rowland, CFE

Commercial Exhibits Committee
Bill Barner, Co-Chairperson
Roy Palmer, Co-Chairperson
Kevin Grupe
Paul Lent
Dick Rowland
Sarah Welch
Kathy Barner, ad hoc
Joan Rowland, ad hoc

Fair Hours
Tuesday – Saturday: 9am to Midnight
Sunday: 9am to 11pm
Setup days are Saturday, Sunday, and Monday prior to the Fair's opening

For the purpose of this document the term **Fair** shall mean the Saratoga County Fair and/or the Saratoga County Agricultural Society, and the term **concession/concessionaire/vendor** shall mean the person or company to whom the contract or privilege is granted.

The contract and/or privilege are granted for one Fair event only, the date(s) as specified on the contract.

It is the responsibility of the person signing the contract to read, comply with, and inform all personnel associated with their rental of the Fair's rules, regulations and policies as set forth here.

Concessions Policy

Payment

The required fee shall be paid on the execution of this agreement and deposited upon approval by the Commercial Exhibits Committee of the Saratoga County Agricultural Society. The balance shall be paid with a post-dated check, dated June 15, sent in with the contract. This post-dated check will be deposited on June 16 and must cover the balance due and clear the bank prior to the Monday before Fair in order for the vendor to set up for that year's Saratoga County Fair. If there is any problem with this post-dated check's clearing, it could result in a forfeiture of the vendor's deposit. After June 15 all monies owed to the Fair: (1) must be in the form of a money order, cash, certified check, VISA, MasterCard or Discover; (2) will be assessed a 10% surcharge; and (3) must be paid prior to set-up.

As noted on the deposit receipt, any early (usually 2008) deposits for 2009 are refundable up to the date that contracts for 2009 are issued.

Site

The Commercial Exhibits Committee reserves the right to determine vendor locations. This committee will designate the place, location, and amount of space to be occupied under the terms of the agreement. The Fair will not provide such things as tables, chairs and lead cords.

Vendors will conduct business only within the confines of their allotted vendor space unless prior written approval has been granted by the Commercial Exhibits Committee. Vendors may not conduct business in the walkways adjacent to their rented areas. No exhibit/booth/vendor shall block or impede the view of adjacent booths.

All advertising for the Concession/Vendor shall be in the space allotted in their contract unless approved by the Fair Office. No posting or distribution of signs, banners, coupons, etc., will be allowed around the grounds without express, written permission from the Fair.

Vendors are not permitted to alter the landscape of their areas by such means as, but not limited to, digging holes and trenches, without written permission from the Commercial Exhibits Committee.

Laws/Rules/Regulations

Any and all business conducted under the terms of the contract shall be conducted in accordance with the laws of the State of New York and the rules and regulations established by the Society. In the case of any violation of said laws, rules or regulations, and in particular any provision of the Agriculture and Markets Law of the State of New York or in case the conduct of said business is prevented by the Division of State Police or any other duly constituted authority, the person to

whom the privilege is granted shall forfeit all further rights without relief from any unpaid portion or the price or repayment of what has already been paid and upon such a violation agrees to immediately surrender the grounds or space occupied under the privilege and cease doing business therein.

Concessions/vendors who have rented space by payment or through public service must adhere to the rules provided with their contracts, in addition to the policies of the Agricultural Society.

The General Manager and/or the Commercial Exhibits Committee have the right to refuse rentals the following year if it is deemed for any reason the renter did not meet the requirements set forth by the Society and the Commercial Exhibits Committee.

Contracted Privilege/Signage

Concessions/vendors shall not make any additions or changes to items on their contracts once approved by the Fair Office. **A menu and/or price list must be submitted with your contract for review by the Committee.** All types of items that you wish to sell must be listed on your contract; some may not be allowed in order to prevent duplication or conflicts.

Prices on all items for sale in the concession booth must be posted.

Vendor signage must match the product that is being sold or promoted.

Subletting

Concessions/vendors may not assign, sublet or in any manner apportion any part of the space allotted in their contracts to anyone else at any time. Contracts may not be sold or sublet to anyone, not even a successive owner.

Carnival

Vendors who have contracts with the midway through the carnival are not eligible to set up on the independent midway with a second concession without express, written permission of the Commercial Exhibits Committee.

Gambling/Immoral/Indecent Shows

All gambling or immoral or indecent shows or exhibition are forbidden on the grounds of the Saratoga County Agricultural Society. Any renter of privileges who shall violate any of the provisions of this section may be arrested and summarily ejected from the grounds and forfeit any money which s/he shall have paid.

Raffles

There will be **no** selling of raffle tickets. Free giveaways, door prizes and drawings are allowed.

Food Samples

Vendors may not distribute/dispense free food samples, which are larger than one bite or two sips.

Alcoholic Beverages

Alcoholic beverages are not allowed outside the Beer Pavilion. Those who pass beer to others outside the Beer Pavilion are subject to fine, removal from the grounds, or both.

Concessions/vendors are not allowed to consume alcohol in their exhibit area during the hours of operation of the Fair.

Smoking

Per New York State regulations, there is no smoking in any building, barn, pavilion or tent structure on the fairgrounds.

Staffing Hours

All vendors must staff their booths during the hours the Fair is open unless previous, written approval has been granted by the Commercial Exhibits Committee. It is expected that all booths will be staffed from 11am to 11pm.

Behavior

Vendors will conduct themselves in a businesslike and professional manner so as not to infringe upon the rights of fairgoers and other vendors. Name-calling and derogatory remarks against others is unacceptable behavior and will not be tolerated.

Clean-up

Vendors shall be responsible for the clean-up of the area around their booths and for the proper placement of waste and trash in the containers provided. Vendors are expected to leave their areas at the close of Fair in as clean a condition as they were upon their arrival. A violation of this clause subjects the vendor to a penalty fee.

Exclusives

There shall be no exclusive privileges granted under the terms of this agreement unless specifically designated herein in writing; however, the space allotted to the person to whom this privilege is granted shall be used only for the privilege designated here in writing.

Inspection

The officers and agents of the Agricultural Society reserve the right at any and all times to enter upon and examine the premises occupied by the person to whom the privilege is granted, and said agents or officers are to be the sole judges as to the legality or morality of the said games, property or exhibitions.

Concerns/Problems/Disputes

If a concern, problem or dispute arises, it should be reported to the Commercial Exhibits Committee Chairperson, the Fair Manager or the Fair Office immediately. All decisions on Commercial Exhibit matters will be by a majority of that committee.

Early Payment

Any vendor who submits to the Fair Office payment in full **and** all required paperwork by the close of business on May 29 will have the name of the business **and** the major product printed on the daily schedule. To qualify for this listing the following must be in the Fair Office by May 29: payment in full (zero balance); completed and signed contract; any lists as requested on the contract or in this handbook; copy of the NYS Sales Tax Certificate for the current year; Certificate of Liability Insurance naming the Saratoga County Fair **additional insured**.

Membrane Structures

All membrane structures (i.e., tents) are required by federal law to be certified fire retardant. A certifying label **must** be sewn into a seam of that structure.

Sound Equipment

Approved microphones, TVs, radios, loudspeakers, musical instruments or other sound equipment must be kept at a reasonable volume in order not to disturb normal business transactions in nearby exhibitor space or in adjacent public space. Use of wireless equipment shall not cause interference with other electrical/electronic devices. Those causing such interference must cease operation of the offending equipment. Fair management reserves the right to revoke permission to use such equipment entirely if the provisions of this rule are not observed.

Delivery of Goods

Delivery of merchandise, articles of food, soft drinks or services or the soliciting of business and orders from concessions/vendors on the fairground are prohibited until such delivery persons, solicitors, or firms they represent have made arrangements for such through the General Manager.

UPS, FedEx or other package delivery service will be available at the Fair Office daily during weekdays. Vendors will be paged to the office if they have packages, and they are expected to pick up their merchandise. The office staff will accept no CODs, nor will packages be held or stored for any vendor. The address label must contain the name of the individual and the company name that appears on the contract; otherwise items will be returned to the shipper.

There may be requirements to use products provided by Sponsors of the Fair. If you have any previous perishable stock, you may use it up but then must replenish it with stock from our source. It will be necessary to order enough stock on a daily basis to cover your needs. Please remember these sponsors are important to the Fair also, and we need to keep them as a part of the Fair experience to prevent uncontrollable rising costs.

There will be **no** vehicle deliveries to stands between 10am and 12:30 midnight.

Insurance Requirements

It is your responsibility to carry sufficient insurance to protect your business from Liability Claims.

The Fair requires at least the following minimum with regards to liability insurance:

1. The vendor must have a minimum of \$1,000,000 for each of the following: general aggregate, products, personal & adv injury and each occurrence.
2. **Saratoga County Fair** must be named ***additional insured*** for the period that the vendor is on the fairgrounds and same must be established as such on the certificate.
3. The dates of coverage must be from the first day of the vendor's arrival for the Fair through and including the day of the vendor's departure.
4. The Certificate of Insurance, which must have a 30-day Notice of Cancellation, must be received at the Fair Office by June 1 of the Fair year.
5. If faxed, the Certificate of Insurance must be faxed from the insurance company/carrier/producer. The designator line on the fax must include the name of the originator, the "faxed from" number and the date. This faxed certificate must be followed by an original, mailed certificate as described in #5 below.

6. When mailed, the Certificate of Insurance must be mailed directly from the insurance company/carrier/producer.
7. Certificates of Insurance faxed or mailed from any other source other than listed in the two items above will no longer be accepted.
8. The validity of Certificates of Insurance will be checked by the Fair or its designee.
9. If a Certificate of Insurance is found to be invalid, this will be considered a violation of the Vendor Contract. The vendor will not be allowed to set up and/or conduct business during Fair week. Moneys already paid for the vendor privilege will be forfeited by the vendor.
10. For non-food vendors only, while the Fair prefers that they carry their own insurance, liability insurance may be purchased through the Fair as rider on the Fair policy. The cost will be determined annually.

The Saratoga County Agricultural Society is hereby released, exonerated and discharged from any and all liability for any loss or damages which the person to whom the privilege is granted may suffer or sustain, either in property damage or personal injuries, while on the grounds of said Society; and their contract is executed and accepted in consideration of the granting thereof, and the person to whom the privilege is granted does hereby assume any and all risk respecting himself, his agents, servants, employees and his or their property, including all injuries, losses or damages sustained by any or all of them while on the grounds of the Society.

The person, firm or corporation to whom the contract is granted covenants and agrees to assume and does hereby assume all liability and responsibility for all injuries and damages sustained by other persons, or firms, or corporations as a result of the negligence and/or wrongdoing to himself or his agents, servants or employees by reason of the distribution of any unwholesome or unfit food or beverage on the grounds of the Society, or by reason of any other act or omission for liability therefore occurs; and, furthermore, said person, corporation or firm to whom the privilege is granted covenants and agrees to pay all damages, losses and expenses incurring by reason of the foregoing and to indemnify and save harmless the Saratoga County Agricultural Society free there from.

All vendors are required to submit a copy of their valid Workers Compensation Certificate. This contract shall be null and void unless the person to whom this privilege is granted shall keep insured during the life of this contract all employees as required to be covered by the provisions of the Workers Compensation Law.

Camping

There are 50-amp and 30-amp-circuit sites available.

Due to NYS Campground Regulations, all vendor camping must be conducted in the campgrounds. All sites are on a first come, first serve basis. No reservations will be taken. Payment in full is due upon placement of the camper.

Each trailer site is approximately 35 ft. long and 20 ft. wide. You will be required to park within the site area **only** and not block the access roads to the campgrounds. The Fair will provide electric and water to sites as long as it is feasible to do so. Once the system is full, we reserve the right to limit services provided.

You must maintain a 10-foot distance between trailers, slide-outs or awnings. Anything closer is a violation of the New York State Camping Regulations. If trailers are closer than 10 feet, more regulations apply and may require additional actions on your part.

There are no sewer hook-ups on the fairgrounds. Pumping will be available. You must make arrangements with the Fair Office no later than the day **prior** to your requested pump-out. Anyone found to be discharging their sewer (gray or black water) or holding tanks onto the fairgrounds or adjoining property may be removed from the fairgrounds and will be subject to any penalties and/or fines herewith.

Gate Policy

Each vendor will be given 24 day tickets for each vendor location. One ticket per person will be taken at the gate upon entry. If anyone needs to leave and return on the same day, s/he should get his/her hand stamped upon exiting the grounds. If you require more than the allotted number of tickets, you may purchase them from the Fair Office thru Wednesday of Fair week. If a vendor representative does not have an admission ticket, they should pay at the gate and ask for a written receipt. They can then come to the Fair Office at Gate 2 with the receipt to seek a refund. Hangtags for vehicles are issued as necessary and are limited. Anyone found abusing on-grounds parking privileges or ticket privileges will lose those rights and may be subject to further action.

If vendors need to leave tickets for their employees to enter the grounds, they should leave those tickets in appropriately-labeled envelopes at one of the walk-in gates and should previously notify their employees of this arrangement.

Tax Law

Due to New York State Laws, vendors collecting sales tax or selling taxable items are required to submit a copy of their NYS Sales Tax certificate with their contract. Vendors are required by law to display their **original** (*not a copy*) NYS Sales Tax Certificate during the run of the Fair. NYS Sales Tax Department will determine items eligible for tax collection, and their rules and regulations must be abided by and strictly adhered to. Information and an Application to Register for a Sales Tax Certificate of Authority (form DTF-17) can be obtained on line at www.nystax.gov.

Electric

Electricity will be provided based upon your requirements as you have indicated on your contract. It is included in your contract amount. The charge is based upon your amperage needs. Notify the Fair Office and the Fair electrician of any change in service requirements. Any increase in electrical usage may result in additional charges as determined by the Commercial Exhibits Committee. We cannot be responsible for overload of circuit breakers, in which case our electrician will determine appropriate action.

Any stock truck requiring plug-ins or any other extra vehicle plugging into electric will be charged a flat fee of \$70. When you return your contract, we will need a list of all stock/tow vehicles and the license plate numbers of each unit regardless of whether or not they plug in. Put this information on a separate sheet of paper. Do **not** add this information to your contract.

Set-up/Restocking/Tear-Down

There will be absolutely no set-ups (concessions or house trailer) prior to Saturday before Fair week unless prior arrangements have been made with the General Manager. The Fair Office will

be open 9am-5pm the weekend prior to Fair opening. As was the procedure in past years, vendors must register with the Fair Office **before** setting up their booths/rigs on the fairgrounds. Do not set up without registering in the office first. Once you are registered, a Saratoga County Fair staff member will show you where to set up. Other staff will be available to make temporary accommodations for house trailers arriving after 5pm and before dusk. If you arrive after dusk, you must park your trailers, rigs, etc., at the rear of the parking lot (Lot A) across from the fairgrounds on Prospect Street; park at the back by the tree line.

Please note: The Fair Office will close 1-1:30pm on Saturday, Sunday and Monday prior to Fair for lunch.

All concession set-ups must be completed and in place by 7pm on the Monday immediately before Fair. Anyone not in place by 7pm Monday may be allowed to set up with an assessed penalty fee. If late set-up is denied, all fees paid will be forfeited.

Restocking may occur during Fair Week as needed. However, vendor vehicles may drive on the fairgrounds **only** between 12:30am and 10:00am.

No one is permitted to tear down before 10pm on Sunday. Your goods and/or equipment may be held if you violate the rules and regulations.

All vendors will be disconnected from power and water by noon on the Monday immediately following Fair.

All vendor property (products, trailers, booth, etc.) must be off the fairgrounds by the close of business on the Wednesday immediately following the close of Fair. Any vendor leaving their property on the fairgrounds after Wednesday will be charged an extra fee. Any exhibits/vendor property left after 30 days following the close of Fair become the property of the Agricultural Society.

Fair Office Hours

Week before Fair

Monday-Friday	8:30am-3:00pm
Saturday-Sunday	9:00am-1:00pm and 1:30pm-5:00pm

Fair week

Monday (day before Fair)	9:00am-1:00pm and 1:30pm-7:00pm
Tuesday-Sunday	9:00am-9:00pm

Day immediately following Fair

Monday	11:00am-6:00pm
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Animals

Saratoga County Fair requires that all animals capable of receiving the rabies vaccine be immunized in sufficient time prior to Fair. A certificate of rabies vaccination signed by an accredited veterinarian will be required prior to any dogs', cats', etc. being allowed onto the fairgrounds. All animals belonging to concessions/vendors are to be housed in the camper area only. Under **no** circumstances are these animals allowed to be in public areas.

Trash

Vendors will be responsible for keeping the area around their booths in good order. Vendors with rigs, tents or permanent structures are responsible for keeping the 10'-15' around their area free from trash, garbage, etc. We will continue to recycle plastic, clear glass and newspapers in special bins. Cardboard must be broken flat and placed in **dumpsters** only. Trash barrels are for fairgoers only. Vendors are to use the dumpsters provided. Heavy items are to be placed in dumpsters only. If an item does not fit in the dumpster, do **not** dispose of it on the fairgrounds.

Vendor Hours

It is expected that all outdoor booths will be staffed from 11am to 11pm. Takedown will not be permitted until after 10pm on Sunday. Any vendor not complying with these regulations may not be invited back, and the vendor's products, displays, etc. may be held by the Fair.

The Smith Building (small door) will be open for vendor stocking/restocking on Tuesday, the first day of Fair, from 8am until 10am. During the rest of Fair week, Wednesday through Sunday, this building will be open for vendor stocking/restocking from 9:30am until 10am. The Smith Building will be open to the fairgoer everyday from 10:00am until 10:00pm.

Vendor Awards

We will again have "Best of Fair" Vendor Awards. The criteria established for Vendor Awards this year are:

1. Quality, workmanship and neatness of booth, rig or tent.
2. Courtesy, neatness, appearance and manner of personnel.
3. Arrangement and effective promotion of product.
4. Signage, use of color, and theme.

Terms

The Society herein reserves the right to postpone the Fair conducted on the premises from day to day during the time same has been authorized or to cancel it in its entirety for any reason; and there shall be no repayment of any monies paid or deposited under the terms of this agreement.

The Saratoga County Agricultural Society Officers and Board of Directors reserve the right to interpret these rules and regulations and arbitrarily settle and determine matters, questions and differences that may arise in connection with the Fair and reserve the sole right to amend or add to these rules as they see fit.

Non-food Vendors (Items 1-3 below)

1. Prohibited products

Certain products are prohibited from being sold during the Fair. These include, but are not limited to, tobacco and tobacco-related products, poppers, fart bags, offensive writing/pictures/graphics on products, fake cigarettes and laser pointers. The Commercial Exhibits Committee and the Fair shall be the sole determiners of the appropriateness of product.

2. Novelties

Any vendor having "novelties" as a privilege on the contract must attach to the contract a list of all items to be sold in that category.

3. Insurance

All vendors must carry and submit proof of liability insurance as described in an earlier section. For non-food vendors only, while the Fair prefers that they carry their own insurance, liability insurance may be purchased through the Fair as a rider on the Fair policy. The cost will be determined annually.

4. Pipe and Drape

No items may be hung from the pipe and drape in the commercial building(s). The pipe and drape may not be moved or modified in any way.

Food Vendors (Items 1-10 below)

1. Health requirements

It is your responsibility to contact the Health Department and secure your permit prior to Fair. The address is: NYS Health Dept., 77 Mohican Street, Glens Falls, NY 12801. The phone number is 518-793-3893. The privilege granted herein shall also be subject to compliance with all provisions of the Public Health Law of the State of New York and all the Rules and Regulations adopted by the local Boards of Health, Dept. of Agriculture and Markets, and Sanitary Code of the State of New York.

2. Insurance

All vendors must carry and submit proof of liability insurance as described in an earlier section.

3. Beverages

Only non-carbonated beverages may be sold/dispensed in plastic bottles. No glass bottles or cans are allowed. All carbonated beverages must be sold/dispensed in cups.

4. Prices

Prices for food items sold must be posted in each booth, easily visible to fairgoers.

5. Menus

A list of menu items with prices must be submitted to the Fair Office with the contract.

6. Gray water septic holding tanks

A gray water tank rental and post-Fair Monday dumping fee is added to each food vendor's contract. There will be **no** gray water disposal into anything other than a holding tank. If a vendor already has a holding tank, the commensurate fee may be deleted and subtracted from the amount owed. If a vendor wishes to share a rented or a privately-owned holding tank with a neighboring vendor, one or more of the vendors may delete and subtract the tank fee. One vendor will be the responsible party. If tank sharing is done, each vendor must note on the contract the name of the responsible vendor. Each food vendor is required to work with the contracted septic company for all required pump-outs of the owned or rented holding tanks.

Any damage to rented tanks must be reported to the Fair Office immediately. Failure to do so may result in fees or fines or both.

Anyone found to be discharging their gray water or holding tanks onto the fairgrounds may be removed from the fairgrounds and will be subject to penalties and/or fines.

7. Cooking oil

Cooking oil is to be placed back in containers and deposited in the dumpsters. It may also be **poured** in manure dumpsters when sufficient waste is available to absorb the oil.

8. Eating areas

If vendors provide eating areas adjacent to their food booths, these eating areas must be open to all fairgoers, not just to the customers of that particular vendor.

9. Stock trucks

Vendors must submit with their contract a list of all stock/tow vehicles with license plate numbers, regardless of whether or not they plug into power.

10. Water and ice

The Saratoga County Fair is on the Village of Ballston Spa water system. Water testing will be done daily. We have had no cause for concern to date. NYS Dept. of Health requires that all water tanks must be emptied prior to arrival on the fairgrounds and prior to connection to the fairground's water system. All ice made or purchased prior to arrival on the fairgrounds must be disposed of. It may not be used on this fairgrounds. There is one exception to this NYS Dept. of Health regulation: Ice purchased from an approved source **and** still in a **sealed** bag may be used on this fairgrounds.