

Woodstock Agricultural Society, Inc.

CONCESSIONAIRE INSTRUCTIONS, RULES & REGULATIONS

Use of rental space by Concessionaires of the Woodstock Fair will be governed by the following instructions, rules and regulations and are addendum to and legally part of all signed contracts.

- The terms “Fair” and “Woodstock Fair” contained herein shall be one and the same and shall mean the Woodstock Agricultural Society, Inc.
- The terms “concessionaire”, “lessee” and “vendor” contained herein shall be one and the same and shall mean the person or company to whom the contract or privilege is granted.
- The Lessee acknowledges he/she has read all applicable instructions, rules and regulations and agrees said instructions, rules and regulations are made part of the concession contract as though fully incorporated herein. The Lessee agrees to comply with and inform all personnel associated with their designated rental space of the instructions, rules and regulations set forth herein.
- The concession contract is non-transferable and will not be honored if gifted, leased, rented or sold to any other party. If a business under concession contract with the Woodstock Agricultural Society, Inc. is sold prior to the opening of the Fair, the new business owner must apply as a new concessionaire.
- This agreement is binding only for the dates set forth in the concession contract commencing no earlier than the Monday prior to the opening of the Fair and terminating not later than the Tuesday following the close of the Fair. There is no agreement or option to renew this contract for any subsequent period and no renewal or claim of renewal shall be valid.
- The Lessee is expected to conduct themselves and their business in an ethical and professional manner according to the terms of the concession contract, instructions, rules and regulations contained herein. Lessee is discouraged from providing special gifts, privileges, or products free of charge to any employee or individual acting as a representative of the Woodstock Fair that are not available free to the general public.
- The Lessee shall comply with all applicable federal, state and municipal laws, ordinances, rules, regulations, policies and statutes including those set forth by the Woodstock Agricultural Society, Inc. and amended from time to time.
- **The Woodstock Agricultural Society, Inc. and its authorized personnel reserve the right, in their sole discretion, to accept, exclude, reject, relocate or remove from the fairgrounds the products, in whole or in part, and display facilities of any Lessee who breaches the terms of the contract agreement, or any of the instructions, rules and regulations stated herein or who detracts from or interferes with the character of the Fair, or which may be objectionable or offensive. Violations shall be cause for the immediate revocation and forfeiture of all privileges herein granted. Any and all sums paid, or contracted to be paid, under this agreement to the Woodstock Agricultural Society, Inc., shall be forfeited and become the property of the Woodstock Agricultural Society, Inc. In addition to the forfeiture of any payment made by the Lessee hereunder, the Lessee will be liable for any additional fees and expenses incurred by the Woodstock Agricultural Society, Inc., including attorneys fees, in enforcing the terms and conditions herein. The Lessee acknowledges that this provision is essential to maintain the intent and character of the Woodstock Fair. The Lessee therefore waives any claim for damage against the Woodstock Agricultural Society, Inc., Woodstock Fair, and its officers, agents and representatives for the good faith enforcement of this provision.**
- The Woodstock Agricultural Society, Inc. shall not be responsible to any person, individual, corporation or association for any loss by fire, theft, damage or personal injury.
- The Woodstock Fair and its authorized personnel shall have the right to inspect the premises covered by this agreement at any time or all times.
- Failure of the Fair and its authorized personnel to insist, in any one or more instances, upon the observance and/or performance of any of these instructions, rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations. Woodstock Fair Officials reserve the right to rule on any question that is not addressed in the contract.

RENTAL CONTRACT Sign and return your concession contract with the balance of your total contract fee. The remaining balance is due before July 1st. A 10% late fee will be added to all balances not paid in full by July 1st. All checks, bank drafts or money orders should be made payable to The Woodstock Agricultural Society, Inc. Personal checks will be accepted until July 1st. Money orders, bank checks, and credit cards (MasterCard and Visa) are accepted after July 1st. Checks returned for insufficient funds will incur a \$25 fee. Concessionaire must be paid in full, including any applicable late fees, prior to August 1st. After August 1st Concessionaire’s rental contract will be void and all monies paid to date will be forfeited. Refunds are subject to the Concessions Manager’s discretion and will only be granted for extreme circumstances. Vendors must submit a written notice of withdrawal prior to July 1st to request a refund of monies paid. After July 1st, no refunds will be granted.

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HOURS OF OPERATION The Lessee must be open to the public daily from 9:00 a.m. to 9:00 p.m. (10 p.m. encouraged) on Friday, Saturday, and Sunday and 9:00 a.m. to 6:00 p.m. on Monday. Each concession location must be staffed at all times during open hours by the Lessee or authorized manager and employees/volunteers. Dismantling of concessions may not begin before 8:00 p.m. on Monday evening. **VEHICLES WILL NOT BE ALLOWED ON THE FAIRGROUNDS BEFORE 9:00 P.M. MONDAY EVENING.** Concessions must be removed by 4:00 p.m. the Tuesday immediately following the close of the Fair. Vendors who open late or close early may be removed from the Fair immediately forfeiting all payments made, hours of operation are monitored and enforced.

APPEARANCE AND MAINTENANCE OF RENTAL SPACE The Lessee is required to maintain a clean and neat rental space; free of refuse of any kind. All structures must be made of quality materials; no plywood or tarp structures will be allowed. No camping tents allowed or loud colorful tents, only commercial grade vendor tents. Acceptability of appearance is made at the discretion of the Concessions Manager.

MANDATORY RECYCLING AND RUBISH REMOVAL The Lessee will deposit all refuse in designated receptacles provided by the Fair for such purpose (**recycling is mandatory**), and will keep the area within and surrounding said concession free from all rubbish and debris. The rental space must be thoroughly cleaned by the concessionaire immediately following the close of the Fair. Any merchandise, boxes, crates, and debris of any nature that is not removed by 4:00 the Tuesday immediately following the fair shall be removed by the Woodstock Fair, **at the Lessee's risk and expense.**

LOCATION OF CONCESSION Concessionaire rental locations will be determined and assigned each year by the Concessions Manager. Rental locations are subject to change without notice.

INSTALLATION AND OPERATION OF CONCESSIONS General set-up may begin the Monday immediately prior to the opening of the Fair. Each concessionaire is required to install the concession within the confines of the specified rental space. Failure to stay within the designated space or moving concession space markers may result in additional concessions fees being added to the concessionaire's account or dismissal from the fairgrounds. The concession and/or products are not allowed on paved surfaces, concessions located in permanent buildings notwithstanding, without written permission from the Concessions Manager. Concessions Department personnel will be on the grounds the week leading up to the Fair (Monday-Thursday 8am-8pm). **All vendors must check-in prior to 8pm on Thursday evening prior to the Fair.** All concessions must be ready by 9:00 a.m. on the Friday of the Fair.

CREENTIALS

Parking/Vehicle Passes

- Each concessionaire is allocated one (1) vehicle pass that allows the vehicle onto the fairgrounds to restock during the delivery hours listed in the above section. This pass is per concessionaire and not per contract (i.e. a vendor with six locations is still allotted only one gate pass to re-supply sites). **THIS IS NOT A PARKING PASS**, only a pass to access the fairgrounds during the am restocking period. This vehicle must leave the grounds by 8:45 am.
- Each concessionaire/contract will receive Four (4) one-day parking passes or One (1) four day parking sticker (will be fixed to vehicle windshield by Concessions staff at check-in) to park in designated concessionaire lots listed on the pass. This pass can be used only in the designated concessionaire parking lots. The concessionaire will be responsible for paying any parking fees associated with parking in non-designated lots.
- Any concessionaire or employee/workers of, who park vehicles on the fairgrounds in non-designated areas (i.e. Service Gate area) shall be subject to having their vehicle towed at the concessionaire's expense.

One-Day Admission Passes

- Each concessionaire/contract will receive a limited number of one day passes. The number of passes allocated is determined by the Concessions Department based on concession type and the number of frontage rented.
 - Profit Vendors will receive up to 4 passes per 5 feet of frontage rented.
 - Non-Profit Vendors will receive 32 passes. Non-Profit vendors may request additional tickets, but must supply proof of additional staffing (names and schedule) and must be approved by the Concessions Manager.
- Additional passes, above the allotted amounts above, may be purchased at a discounted rate from the Administration Office prior to the closing of the Admin Office the Thursday before the opening of the Fair. Please contact the Administration Office for hours or to purchase tickets.

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COMMERCIAL DELIVERIES During the Fair, deliveries to concession locations will be permitted between 5:00 a.m. and 8:30 a.m. only. All delivery vehicles must enter the fairgrounds during these hours through the NORTH GATE. All delivery vehicles must be off the grounds or in a designated distribution area no later than 8:45 a.m. each day of the Fair. Please ensure that roadways are not blocked during deliveries. The shipping address is: Woodstock Fairgrounds, 281 Route 169, South Woodstock, CT 06267.

- **UPS/FedEx Deliveries** Beginning the Monday prior to the opening of the Fair, UPS/FedEx deliveries will be signed for by authorized Fair Personnel and stored in a designated area by the Service Gate entrance. The Fair WILL NOT SIGN FOR C.O.D.'s and will not accept deliveries too large or too heavy to store. Concessionaires will be responsible to check this area on a regular basis for their deliveries. Vendors expecting packages should supply the Concessions Office with the name and phone number of the person who will be picking up the package when it arrives.

STOCK TRUCKS Stock trucks are not allowed on the Woodstock Fairgrounds except by explicit permission of the Concessions Manager. Stock truck parking must be approved and assigned location will be listed on the vendor contract. Any stock trucks not approved in advance of the Fair will not be permitted to park on the grounds. First priority for stock truck placement, if available, is given to food vendors. To maintain the aesthetic quality of our Fair, most stock trucks are required to be kept in off-site parking areas.

ELECTRICITY Provisions: Each site includes one 115 volt 20 amp receptacle. **All** vendors are required to pay the \$65 Standard Electrical Usage, Hook-Up and Line Test Fee noted on their contract. Additional charges will be incurred for those vendors requiring additional receptacles or specific electrical needs.

Obtaining Electrical Service:

- Upon setup at your rental site, observe the nearest electrical pole or pedestal number. The number is located on a white sign attached to the pole or pedestal.
- Take this number along with your contract number to the Electrical Building located directly across from the Administration/Concession Buildings. The clerk will issue you a colored tag.
- Attach the colored tag to your cord and place NEXT TO the power panel on the pole or pedestal that you have been designated.
- An electrician will inspect your cord and rental location before providing your electrical power.
- Priority will be given to food vendors requiring refrigeration.
- No power will be supplied prior to 9:00 a.m. the Monday before the fair.
- Rental locations in any building (i.e. the Better Living Building) are not required to obtain a tag.
- Any unauthorized access or tampering of any Fair electrical equipment is strictly prohibited.

Electrical Requirements:

- All cords must be 12-gauge minimum, grounded and approved for use in a wet location and direct contact with the ground.
- Cords must be the correct size for the proper load.
- Vendors are responsible for any necessary ground faults.
- All metal trailers must have a supplemental ground rod with a #6 gauge grounding conductor properly bonded to the trailer frame.
- All hot water heaters must be propane operated.
- All installations must conform to the current National Electric Code, as adopted by the State of Connecticut.

Sensitive Electronic Equipment: The Fair attempts to maintain 115/208 volts throughout the fairgrounds; however the property is subject to unexpected vendor loads and utility fluctuations. The Woodstock Fair is not liable for failure of any electronic equipment (i.e. computers, cash registers) due to voltage fluctuations or power failures.

Tents: All vendors and suppliers shall verify with the Woodstock Fair Electrical Department the location of buried utilities prior to set-up. A vendor or tent supplier who does not obtain clearance shall be liable for the cost of repairs and/or replacement of damaged utilities.

Break down: All hard-wired rentals will be disconnected by 9:00 a.m. the Tuesday immediately following the fair. Arrangements can be made to supply a 115 volt plug-in outlet to maintain refrigeration.

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FIRE EXTINGUISHERS All vendors must have a mini-multi-purpose fire extinguisher at their booth. In-addition food concessions must have at least one approved, fully charged, currently inspected fire extinguisher for class ABC fires at their site. All food vendors with fryolators are required to have Type K commercial portable or built in fire extinguishers. All fire extinguishers must have been certified within one year. It is the vendor's responsibility to obtain the appropriate fire extinguishers. Vendors will not be permitted to open for the Fair is they do not have approval from the Woodstock Fire Marshal.

COMMERCIAL GENERAL LIABILITY INSURANCE Each vendor is required to have Commercial General Liability insurance coverage. Vendors may purchase a policy through the Woodstock Agricultural Society, Inc. Coverage will be in the amount of one million dollars per occurrence starting Monday prior to the opening of the Fair and terminating the Tuesday following the close of the Fair. **Vendors who have their own policy with coverage equal or greater than one million dollars may use their own policy. The Woodstock Agricultural Society, Inc. must be listed as an additional insured on the policy and the dates of coverage must start the Monday prior to the Fair and end the Tuesday after the Fair. A copy of the insurance rider is required prior to contract execution.**

FOOD-PREPACKAGED Sale of prepackaged food does not require a food service permit fee. If there is to be sampling, then a health department permit must be requested (fees apply) and an inspection will be required to ensure proper handling of samples. The Concessions Department requires a copy of your local or state health department facility inspection report or license.

FOOD SERVICE PERMITS Any concessionaire who dispenses food products for consumption that must be prepared, cooked or processed, including food product sampling, shall be responsible for obtaining a food permit in compliance with Connecticut State Food Regulations. Food Concessionaires are required to display a valid food permit at all times. Questions regarding food permit requirements, proper preparation and sanitation procedures, should be directed to the Northeast District Department of Health (NDDH) at 860-774-7350 or email email@nddh.org.

- **Back Flow Protection Requirements:** Hose Bibb vacuum breakers are required at all water sources to prevent back flow into water supplies on threaded faucets. Food grade hoses are required on all hoses attached to booths or mobile units. Garden hoses are not acceptable. Carbonators for beverage dispensers require air vent type backflow preventers that meet ASSE No. 1022 (such as Conbraco CBBP and Watts no. SD-3.)
- **Documentation:** All food vendors are required to submit a valid copy of a current Qualified Food Operators license or a Food Awareness and Safety Training (FAST) certificate. NDDH will conduct a free FAST class at the Fairgrounds the Thursday immediately preceding the opening of the Fair. Please register to take this class if you do not have a QFO license or FAST certificate. Either one of these documents must be posted in a conspicuous place within the concession location throughout the entire fair.

LESSEE PRESENCE The Lessee or designated Manager shall always be personally present at his/her concession location during Fair hours of operation.

LICENSED PRODUCTS Lessees selling or representing any product or service will be in compliance with all trademarks, copyright, state and federal licensing laws and agrees to indemnify and hold harmless the Woodstock Agricultural Society, Inc. and the Woodstock Fair from any and all claims made against them.

PETS Only service dogs for persons with disabilities are allowed on the fairgrounds and are the responsibility of the dog owner and/or assistant. All service dogs are required to be on a leash at all times while on the fairgrounds. Any vendor with a service dog must provide Concessions with a copy of the dog's service certification and provide proof of the dog's last rabies vaccination (must be within 1 year) prior to the start of the Fair.

PROMOTIONS All promotions (i.e. gifts, giveaways, drawings, raffles) **must be approved in writing** by the Concessions Manager in advance of the Fair. Unapproved promotions are cause for immediate dismissal from the Fair. No vendor is allowed to promote or raise funds for any organization other than the organization(s) listed on the vendor contract agreement.

PROHIBITED Alcoholic beverages, firearms and weapons of any kind are prohibited on the Woodstock Fairgrounds. There is no smoking in any public building.

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PROPANE All propane appliances, equipment and supplies must meet current CT fire safety code requirements. It is the vendor's responsibility to make arrangements for propane deliveries and equipment services.

BUILDING LEASE AGREEMENTS All vendors leasing a Woodstock Fair building will receive a lease agreement with their contract. Both forms must be signed and returned by the deadlines specified in order for the contract to be executed in full. Refer to the building lease agreement for additional terms.

SALE/MENU ITEMS Only products and/or services listed on the concession contract will be displayed and/or sold. Concessions Manager will not acknowledge changes to the concession contract without prior written approval. Lessee shall post in easy view of the customer, signage showing all prices to be charged for items offered for sale. Any "sample containers" indicating size of product must be clearly labeled with actual selling price. Signage size and the manner and place of posting will be subject to approval by the Concessions Manager. The Woodstock Agricultural Society, Inc. has trademarked the Woodstock Fair and cornucopia. No merchandise containing this trademark will be authorized for sale, display or distribution without prior written approval. Vendors are prohibited from selling, displaying, or otherwise promoting items with profanity, pornography, or any illegal acts or substances.

SECURITY The Lessee agrees to be solely responsible for the safety, security and protection of their property and merchandise and may obtain additional insurance, at their expense, to provide for any such loss. It is to the benefit of the Lessee to properly staff their rental location at all times.

SOLICITATION No roving vendor or solicitor (either acting for a non-profit or for profit organization on his/her own behalf) is permitted to operate inside the fairgrounds. All solicitations or sales must be made within the confines of the designated rental space.

SOUND/VIDEO No microphones, loud speakers or video devices are to be used without permission from the Concessions Manager. All sound and video producing devices used by the Lessee must be operated so as not to cause annoyance or inconvenience to Fair patrons or to the other Concessionaires. Appropriate sound levels will be determined by the Concessions Manager and must be maintained throughout the hours of operation of the Fair.

TAX REGISTRATION NUMBER Each Lessee must have a valid tax number from the State of Connecticut, Department of Revenue Services, unless otherwise exempt. Proof of tax ID must be on file in the Concessions Office and supplied when contracts are signed and returned. If you have any questions concerning sales tax or obtaining a tax number, contact the Department of Revenue Services, Taxpayer Services, 25 Sigourney Street, Hartford, CT 06106. Phone: 860-297-5962 (within CT), 1-800-382-9463 (outside CT) or online at www.ct.gov/drs.

TENTS All tents must comply with federal and state fire codes. No individual tent shall be erected without the permission of either the Concessions Manager or General Manager. The Woodstock Fair does not guarantee any rented tent shall remain on the premises beyond midnight Monday, the last day of the Fair. The Woodstock Agricultural Society, Inc. will not accept delivery of any tents other than those rented through the Concessions Department.

VEHICLES No vehicle will be allowed to enter the fairgrounds after 8:30 a.m. on the Friday, Saturday, Sunday, and Monday of the Fair. All vehicles must be off the grounds by 8:45 a.m. each day. Any supplies brought in after 8:45 a.m. must be carried onto the grounds. Each person in the vehicle must have a valid admission ticket. **The use of golf carts and other personal transportation devices, other than by authorized Fair personnel or handicapped concessionaires with proper credentials, is strictly prohibited during the fair including set-up week.**

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HOLD HARMLESS AND INDEMNITY The lessee shall indemnify and hold harmless the Woodstock Agricultural Society, Inc. dba Woodstock Fair, its officers, directors and employees, from any and all claims, losses, demands, obligations, causes of action and lawsuits and all damages (including punitive and exemplary damages), liabilities (including strict liability), fines, judgments, costs (including settlement costs), and expenses associated therewith (including the payment of reasonable attorney fees and disbursements), hereinafter collectively “Damages”, to the extent Damages arise out of: (1) the failure of Lessee, or its Personnel, to comply with the terms and conditions of this Agreement, including, but not limited to, Damages arising out of the cancellation of this Agreement by the Woodstock Fair pursuant to any terms herein; (2) the services performed or actions taken by the Lessee, or its Personnel, in connection with this Agreement; (3) promotions contemplated or provided by the Lessee, or its Personnel, in connection with this Agreement; (4) the distribution of any of Lessee’s products, materials or samples; (5) defects in the facilities, structures, improvements, security, fixtures or equipment provided by the Lessee, or its Personnel, in connection with this Agreement; (6) Lessee’s, or its Personnel’s, unauthorized use, misuse, infringement or dilution of the Woodstock Fair’s, or any third party’s trademarks, intellectual property or copyrights; (7) the failure of Lessee, or its Personnel, to comply with any applicable federal, state or local law that may affect the obligations of Lessee hereunder; (8) the negligent, grossly negligent or intentional acts or omissions of Lessee, its Personnel; or (9) defects in the design, assembly or manufacture of any product provided by Lessee, its Personnel, or those acting under it. **IT IS THE INTENT OF THE PARTIES THAT ALL INDEMNITY OBLIGATIONS HEREIN BE WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT, CONTRACTUAL OR CONCURRENT, ACTIVE OR PASSIVE, INCLUDING GROSS NEGLIGENCE AND STRICT LIABILITY.** The Woodstock Agricultural Society, Inc., dba Woodstock Fair shall provide Lessee prompt notice of any claim or suit incoming within the purview of the indemnities contained in this Agreement, and to furnish all relevant information in its possession or control and shall cooperate with the other party hereto in its defense of any such action.