

# Concessionaires Manual

2019



Clackamas County Fairgrounds and Event Center

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**Clackamas County Fair ~ August 13 – 17, 2019**

**2019 CLACKAMAS COUNTY FAIR**  
**Concessions Manual**  
Food & Percentage

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## CONCESSIONS MANUAL DEFINITIONS

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

<b>CCFEC</b>	Clackamas County Fairgrounds and Event Center
<b>CCF</b>	Clackamas County Fair
<b>CCFB</b>	Clackamas County Fair Board, a seven member board appointed by the Clackamas County Board of Commissioners
<b>Concession</b>	Food and Beverage Booth
<b>Concessionaire</b>	Food and/or beverage Vendor, rent paid all in or part as a percentage of sales. Vendor, as referenced in the Concession Agreement, their officers, agents, employees, volunteers and concession related invitees
<b>County</b>	Clackamas County, Oregon, a political subdivision of the State of Oregon, and shall include, without limitations, the various departments, employees, agents, elected officials, of the County, and any assignee or delegate to their various rights and powers

## **1. PURPOSE**

The purpose of this manual is to provide a clear understanding of the rules and regulations, policy and procedures in regard to operating a Food Concession booth at the Clackamas County Fair.

Every Concessionaire is required to know and abide by these rules and regulations. Each Concessionaire is responsible for assuring that their employees/volunteers know and abide by these rules and regulations. Additional copies of this manual are available upon request in the Fair Office.

CCFEC reserves the right to add to, amend, and interpret all Fair rules and regulations, and to settle all disputes.

Any person, Concessionaire, Concessionaire's Employee, or Volunteer who does not comply with the rules and regulations may be removed from the Fairgrounds at the discretion of CCFEC. Any decision affecting any matter not herein expressly provided for shall rest solely within the discretion of CCFEC.

## **2. ALCOHOLIC BEVERAGES / ILLEGAL SUBSTANCES**

Concessionaires, their Employees, Agents, and Guests **shall not consume any alcoholic beverages nor use illegal substances on the Fairgrounds, or while on duty in their booth.** Violation of this section will be grounds for immediate termination of this agreement (including forfeiture of all fees paid and owing). Those persons violating this policy will be asked to immediately leave the fairgrounds.

## **3. ADMISSION AND PARKING PASSES**

**Passes will not be mailed.** Passes can be picked up at the Will Call Window beginning on August 1<sup>st</sup> if all fees have been paid and proof of insurance is submitted.

Concessionaires will receive the following passes:

15 Daily Admission passes for a 10x10 Concession space.

35 Daily Admission passes for a 10x20 Concession space or larger.

Additional Daily Admission tickets may be purchased for \$5.00 each at the Will Call window, next to the Fair Office, until the close of Fair on Tuesday, August 13, 2019.

5 Daily parking passes and 1 Weinkauf Season parking pass.

Additional Daily Parking passes may be purchased for \$5 per day or a Season Parking pass for \$25, at the Will Call window by the Fair Office, until the close of Fair on Tuesday, August 13, 2019.

**Concessionaires shall not sell or transfer tickets issued, in accordance with the agreement.**

#### **4. AGREEMENT**

Every Concessionaire must have a written and signed Agreement with the CCFEC.

Agreements are issued on an annual basis and do not indicate participation in any future events and/or Fairs sponsored at the CCFEC.

Agreements, spaces and related privileges are not transferable.

Neither weather nor obstruction by crowds or other cause shall impact this Agreement. CCFEC in no way guarantees or assures that the sidewalks, paths, aisles, streets or passageways will be free of obstructions.

Regardless of weather, all Concessionaires are expected to remain open, unless the Fair needs to be closed.

CCFEC reserves the right to cancel all Agreements of any kind should an act of Providence such as war, riot, fire, flood, storm, or pestilence prevent the Fair from operating.

#### **5. BOOTH MOVE IN/SET UP**

All Concessions may set up on the following dates and times:

<b>Saturday, August 11, 2019</b>	<b>9am to 5pm</b>
<b>Sunday, August 12, 2019</b>	<b>9am to 7pm</b>
<b>Monday, August 13, 2019</b>	<b>9am to 9pm</b>

#### **6. CAMPING**

CCFEC has limited campground spaces available. Please call the Fair Office for a camping application.

#### **7. CANCELLATION OF AGREEMENT**

If this Agreement is canceled by the Concessionaire for any reason, rental paid to CCFEC by the Concessionaire shall be forfeited as follows:

- a. If a written cancelation is received by the CCFEC prior to July 1, 2019, then 25% of the total base fee will be retained.
- b. If a written cancelation is received by the CCFEC after July 1, 2019, then 100% of the total base fee will be retained.
- c. Failure to comply with the terms of the Concessionaire 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 or with no forwarding address, disregard to deadline dates, alteration of original Agreement, and inability/failure to make or complete payments.

The forfeited funds constitute liquidated damages for the direct and indirect costs incurred by CCFEC.

## **8. CANVASSING**

Distribution of literature, the solicitation of funds, canvassing, distributing gifts, and the selling of food and similar transactions shall be conducted only from within an assigned booth.

## **9. CASH REGISTER SPECIFICATIONS**

**CCFEC does not provide registers.**

- Registers must have the non-re-settable “Z” counter.
- Registers must have the ability to take daily “X” readings so your sales report can be turned in daily and will not alter the running “Z” totals.
- Registers must have detail journal tape at all times.
- Registers must have two-way displays and both the register and display must be placed in plain view of the customers at all times.
- Registers must have battery back-up with memory and surge protection in operation.

Concessionaire will be supplied with a “Daily Sales Report” form to be completed and submitted daily at the Will Call Window of the Fair Office between 8:00 am and noon with the previous days register tapes.

Concessionaires will be required to give EVERYONE a receipt, with no exceptions. If a voucher is used, a receipt must still be given to the customer. If CCFEC finds you are not giving receipts for sales, you will forfeit further opportunity to return to Clackamas County Fair in the future, and may be asked to leave immediately.

**Full payment is expected to be made at the close of the Fair on Saturday, in the Office. Please sign up in advance for your check out time at the Will Call window.**

## **10. CLEANLINESS**

Concessionaires shall be responsible for keeping the space assigned to them in a clean and sanitary condition at all times.

CCFEC will provide receptacles for trash, recycling, and composting. CCFEC reserves the right to charge any Concessionaire for trash or refuse that is placed in common facilities by the Concessionaire, their Employees or Agents.

## **11. COMMON FACILITIES**

Common facility areas are areas designated for the general use of visitors, delivery persons, Concessionaires and others, and are intended to be non-exclusive.

Common facilities include, but are not limited to, sidewalks, aisles, stairways, open areas for entrance and exit, restrooms, and other similar areas.

No Concessionaire, or other person, shall carry on any business or other activities in common facility areas. No Concessionaire, their Employees or Agents, shall block any aisle or interfere with pedestrian traffic in common facilities.

CCFEC cannot guarantee, however, to keep all common areas free of congestion caused by persons crowding, loitering, standing or sitting therein, causing passage through or over the common facility area difficult or impracticable, and such crowding or blocking of said common area shall in no manner or way affect the terms, conditions, or provisions of this Agreement.

## **12. COMPLIANCE WITH LAWS**

Any and all County, State, or Federal Licenses, inspections or permits required for the installation or operation of the Concessionaire's Booth, shall be obtained by the Concessionaire at his expense prior to set-up day before the Fair.

## **13. CONDUCT**

The Concessionaire shall ensure that all Employees, Agents, and Concession-related invitees are clean, orderly and polite in their conduct and speech.

It is expected that all Concessionaires attire will be family friendly.

All Concessionaires will operate their concessions in the assigned booth space, without infringement on the rights of others. Failure to do so will require forfeiture of the privilege granted under the Agreement without reimbursement.

CCFEC reserves the right to close any concession if it is not being operated in conformity with Fair rules, or if the product being sold is considered unwholesome or detrimental to health.

Any Fair representative shall have access to the Concession at any time.

## **14. DAMAGES**

All Concessionaires' property must be removed from the CCFEC, and the assigned space returned to its previous condition, less reasonable wear and tear, immediately following the close of the Fair.

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, while they were in possession of the space. The cost collected from the Concessionaire will be for restoring the premises to a condition equal to that which existed at the time the participant took possession.

Any Concessionaires' property left on the Fairgrounds more than 24 hours following the close of the Fair will be disposed of, and the Concessionaire will be charged for said disposal.

## **15. DECORATING OF BOOTH CONTEST**

Booths will be judged by area rather than category. They will be judged on concessions value, booth attendants, product appeal and Fair theme – total points available are 110. The judging will occur on Tuesday, opening day of Fair. Rosette ribbons will be awarded to winners.

## **16. EMERGENCY OR INCIDENT REPORTING PROCEDURES**

Clackamas County Fair may be confronted with various emergency situations and hazardous conditions during the annual event. CCFEC needs to be notified immediately of all accidents and incidents that occur during the fair. A report form, available in the Fair Office, must be filled out by a Concessionaire who observes any of the following: Injury or accident to a person or property, verbal threats, violence, theft, fire, or hazardous condition of any kind. CCFEC has an emergency and security network that can respond immediately to any incident that may occur. **All incident reports must be filed with the Fair Office.**

## **17. EMPLOYEE DISCOUNTS**

Concessionaires are not expected to offer, nor are they obligated to extend free or discounted merchandise or food, to employees or Fair Board members. Concessionaires are encouraged to notify the CCFEC Director if they are approached by anyone asking for free or discounted merchandise or food.

## **18. 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 agreement. 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.

## **19. FEES**

All Concessionaires will pay a base fee of \$500 or 25% of gross sales, whichever is greater.

Fee does not include canopy, equipment and additional utilities.

## **20. FIRE AND LIFE SAFETY GUIDELINES**

All materials used in decorating booths, racks, exhibits, tack rooms, stalls or pens must be made from non-flammable material or treated and maintained in a flame-retardant condition in accordance with the Fire Marshal's requirements.

- Concessionaires should review the **Fire Marshal/Canby Fire and Life Safety Requirements** manual included with this packet for detailed information.
- Commercial cooking will only be allowed in approved locations and with approved equipment. **Prior approval by the Canby Fire District # 62 Marshal is required.**
- **FIRE EXTINGUISHERS:**  
**All Concessionaires are required to have Fire Extinguishers with the following specifications:**

- ✓ A readily accessible **4A-40B: C** rated fire extinguisher. Additional fire extinguishers of the same type and rating may be required to ensure that no employee will have to travel more than 30 feet to obtain a fire extinguisher.
- ✓ A portable fire extinguisher having a “**K**” rating is required in any food concession stand/booth indoors or outdoors where cooking appliances produce grease or smoke laden vapors.
- ✓ When deep fat frying with a liquid depth of more than ¼ inch, a metal lid (or hard lid made from fire resistive material) that covers the entire cooking area shall be readily available.
  
- ✓ Clearance shall be maintained around fire extinguishers so that they are readily available at all times.
  
- **FIRE LANES & FIRE HYDRANTS**  
Fire lanes shall be kept clear at all times.  
  
A 6 foot clear radius shall be maintained around all fire hydrants so that they are available at all times.
  
- **HEATING, COOKING EQUIPMENT AND WOOD BURNING STOVES**  
Please review attached **Fire Marshal/Canby Fire and Life Safety Requirements** manual.
  
- **TENTS AND CANOPIES**
  - ✓ Tents and canopies shall be of fire retardant material or made fire retardant in an approved manner.
  - ✓ Smoking shall not be allowed on the Fairgrounds.
  - ✓ Heating and cooking equipment shall not be located within 10 feet of an exit
  - ✓ Fuel burning equipment shall be vented to the outside air by means of a vent which is at least 12 inches from all portions of the tent.
  - ✓ Tents and canopies shall be separated from property lines, buildings or structures by at least 20 feet.

## **21. GAMBLING/RAFFLES/LOTTERY**

No gambling or lottery activities are permitted on any land controlled by CCFEC.

Activity will be permitted if licensed and approved by the political subdivision or regulatory Board or Commission having jurisdiction to license such individual activity; and the same is conducted in an enclosure not visible to non-participating Fair patrons.

Raffles are permitted with proof of compliance with all the Oregon State Statutes.

## **22. GIVEAWAYS**

No Concessionaire is allowed to hand out free food samples, or give away food, without written permission from CCFEC.

Helium balloons cannot be given away, only used as decorations in the booth space.

### **23. HOURS OF OPERATION**

All Concessionaires, Commercial Vendors, and Other Exhibits shall be open and properly staffed during the following times:

**Tuesday – Thursday, 10am-10pm**

**Friday – Saturday, 10am-11pm**

**Friday – Saturday, 10am-12am (Rodeo Roadway Vendors)**

If Concessionaire fails to maintain the stated hours of operation, they may not be granted future Agreements with CCFEC.

### **24. INDEMNIFICATION**

Concessionaire shall indemnify and hold harmless Clackamas County, Clackamas County Board of Commissioners, Clackamas County Fair Board, their directors, officers, employees, volunteers, agents and assignors from and against any and all claims, damages, losses and expenses including but not limited to personal injury, property damage and attorney fees arising out of or resulting from the activities of the Concessionaire, or its employees, agents and guests.

### **25. INSURANCE REQUIREMENT**

Under the advisement of the Clackamas County Risk Management, **ALL** Concessionaires are required to provide a certificate of insurance covering the general liability with a ten-day notice of cancellation.

Coverage will be \$500,000 per occurrence with a \$1,000,000 aggregate. Certificate of insurance shall state under description of operations the following: name of the event, the date(s) of the event, the area being used, and the statement “Clackamas County, Clackamas County Board of Commissioners, Clackamas County Fairboard, their employees and agents as additional insured.”

**Written proof of insurance must be provided by Concessionaire, by the time of final payment.**

### **26. PRE-FAIR CONCESSIONAIRES MEETING**

CCFEC gives each Concessionaire the opportunity to meet our Service Providers, the Fire Marshal, and Electrician, the County Health Inspector and others, at our Concessionaires Meeting. You will be notified of the date, time and location 1 month prior to the meeting.

### **27. PETS**

**PETS ARE NOT ALLOWED ON THE FAIR GROUNDS – SERVICE DOGS ARE WELCOME**

A service animal, as defined by Federal Law, is a dog trained to provide assistance to a person with a disability. Animals that provide emotional support or companionship are not regarded as service animals. There must be a direct link between the task the dog performs and the person with the disability.

## **28. PHOTOS / VIDEO TAPING**

CCFEC reserves the right to photograph and video tape any Concessionaire, their exhibit, and/or products while the Concessionaire is participating at the Clackamas County Fairgrounds. All such photographic and video material shall become the sole ownership of, and contain all rights to use by, the Clackamas County Fairgrounds, and the Concessionaire hereby waives any rights of use, royalty or other intellectual property rights related to media or its future use by CCFEC.

## **29. PUBLIC SAFETY**

Under no circumstances will articles be allowed which are offensive of their odor or appearance, or which are dangerous by reason of their explosive or combustible character, or which cause loud noise sufficient to be distracting to patrons and/or nearby booths.

No sound amplification devices shall be allowed without the prior written consent of the CCFEC. If the amplification is deemed unnecessary or deemed disturbing, CCFEC may revoke approval of the device and require Concessionaire to remove it from the premises.

CCFEC reserves the right to remove any questionable items from a Concessionaire's booth, should it be deemed inappropriate/unsafe for the public.

## **30. RELEASE TIME**

No Concessions area may be dismantled or removed before close of the Fair. CCFEC will NOT be held liable for any items or valuables left in or around your booth after the release time.

## **31. SECURITY**

CCFEC will have security personnel on the grounds, and will take reasonable precautions for the protection of the property of the Concessionaire.

CCFEC shall not be held responsible for any loss incurred by Concessionaire as a result of theft, fire, accident or other cause. Concessionaires shall be responsible for protecting themselves against such losses.

Any Concessionaire that desires insurance protection for their booth or other materials must obtain such insurance at their own expense.

## **32. SIGNAGE**

Concessionaires shall have a **professional** sign identifying their Business or Organization.

Concessions are required to post in a conspicuous manner at the front of their booth, a sign showing prices for food and beverages.

No Concessionaire shall place any signage, banner or other printed material outside of their assigned booth space.

### **33. SMOKING**

**The entire grounds and all buildings are smoke free.** Smoking is defined as: “inhaling, exhaling, burning or carrying any lighted or heated cigar, pipe, weed, plant, or other tobacco-like product or substance, in any manner or in any form”. Smoking also includes the use of an electronic smoking device which creates vapor, in any manner or in any form.

### **34. 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.

### **35. UNAUTHORIZED PRODUCTS**

If a Concessionaire substitutes or adds any food items, prizes, giveaways, products or services that have not been approved by CCFEC and/or deletes any such items that were approved by CCFEC, it is a material breach of the Agreement. The CCFEC may then terminate the Agreement immediately upon notice to Concessionaire of the violation. Items must be removed immediately. The Concessionaire may not be granted future Agreements with the CCFEC.

### **36. UTILITIES**

Only persons authorized by CCFEC shall be allowed to do all licensed electrical wiring and plumbing.

CCFEC will provide each Concessionaire with one 120 volt 20 amp electrical circuit providing 1920 watts of power. More electrical power may be provided if it is available. **If additional power is provided, Concessionaire shall pay the cost, at the current rate. All equipment requiring electrical service must be GFCI compatible.** Concessionaires with equipment not meeting these NEC electrical standards will not be allowed to participate at the Fair.

220-volt power is available in selected locations and outlets must be requested and approved in advance. Specific requests should be submitted with signed agreement. Fair electrician will review, approve and advise cost for additional electrical needs. **Concessionaire must pay additional fees prior to booth set-up.**

### **37. VENDOR VEHICLES AND PARKING**

Parking inside the gates is prohibited. All Concessionaires need a **Vendor Parking Permit**. Parking for Concessionaires is in the back corner of the Blue Lot. A shuttle will be available to assist them when coming into or leaving the Fairgrounds during Fair hours. The shuttle is located at the Information Booth.

Vehicles will be allowed on the grounds to provide service and supplies to Concessionaires only between 7am & 9:45am. All vehicles must be moved to the parking lots by 9:45am each day. Any vehicle not removed by then, will be towed at owner's expense.

**38. WI-FI**

Provided upon request for additional cost.

*Revised: 2/27/2019*