

NEVADA COUNTY FAIR

August 9 – 13, 2023



NEVADA COUNTY
FAIRGROUNDS

California's Most Beautiful Fairgrounds

Concessions & Vendor Handbook

VENDOR AND CONCESSION SPACE

RENTAL GUIDELINES:

The following policies shall apply to all 17th District Agricultural Association – Nevada County Fairgrounds (The Association) vendor and concession space renters. It shall be the policy and practice of the Nevada County Fairgrounds Board of Directors to establish and revise fees or rates to be charged to the individuals or entities utilizing vendor or concessionaire space during the annual Nevada County Fair.

RESERVATION GUIDELINES:

Rental agreements (contracts) are for one (1) year and are not a guarantee of renewal for the next year, nor are they a guarantee of placement in the same location. When practical, first choice of location will be provided to concessionaires and vendors from past Fairs. The Association has the right to move a renter to another location at any time. Returning vendors/concessionaires may request a different location. Consideration will be given to such a request. The Association reserves the right to allocate vendor spaces or to limit the number of similar vendors.

INSURANCE:

A Certificate of Insurance for both worker's compensation and general liability coverage is mandatory. Certificates may be emailed to Concessions@NevadaCountyFair.com, mailed or hand delivered to the Gate 1 Fairgrounds Office at 11228 McCourtney Road, Grass Valley, CA 95949. Please refer to Exhibit B in the Rental Agreement for further information regarding general liability insurance and master certificates.

Special Events Liability insurance may be purchased through the Fairgrounds office dependent upon the nature of the vendor. The fees are as follows for the 5 days of the Nevada County Fair, including set up and clean up:

- \$145.00 – concessionaire / food vendor
- \$120.00 – craft vendor / commercial exhibitor

Fees must be received no later than 30 days before the opening day of the Nevada County Fair.

FEDERAL, STATE & COUNTY LAWS AND ORDINANCES:

Renters who will be selling or taking orders for merchandise must obtain a California State Seller's Permit for the specific location of 11228 McCourtney Road, Grass Valley, CA 95949. A copy must be submitted to the Fairgrounds Office prior to the first day of event. Permits must be posted in booth. For information on obtaining this sales tax permit, contact the California Department of Tax and Fee Administration in Sacramento at (916) 227-6700 or visit the website at <https://www.cdtfa.ca.gov>.

Vendors/concessionaires who employ youth under the age of 18 are required by law to confirm that each such employee holds a valid work permit.

A permit from the Nevada County Department of Environmental Health must be filed with the Fairgrounds Office prior to storing, displaying, selling or giving away any food to Nevada County Fair patrons. Copy of current permit must be submitted to Fairgrounds Office 30 days prior to the first day of Fair and a copy must be posted in booth.

PAYMENT OF FEES:

The contract price is due and payable by the date specified on rental agreement. Contact the Fairgrounds Office by phone or email with any issues or questions. Non-payment by the due date could result in loss of the booth space. In the event a check is returned for non-sufficient funds, a \$25.00 fee will be charged and a money order, cashier's check or cash re-payment will be required.

CANCELLATION/REFUNDS:

If a vendor/concessionaire cancels more than 30 days prior to the opening day of the Nevada County Fair, 75% of amount paid for space rental by the renter will be refunded. If cancellation is received less than 30 days prior to the Nevada County Fair, there will be no refund.

SUBLEASING:

Renters are strictly prohibited from subleasing, assigning or apportioning the whole or any part of said rental space. Any renter engaging in such actions is subject to having his/her contract canceled.

SELECTION CRITERIA:

Concessionaires and vendors will be chosen in a manner which the Association considers conducive to a successful Fair. Each application for space rental at the Nevada County Fair is considered by the Association on the basis of:

- Financial consideration
- Uniqueness and appeal of product
- Product balance at the Fair
- Application receipt timing
- Location availability
- Management discretion

PRODUCTS SOLD/DISPLAYED:

All products to be displayed or sold must be listed on your application. No substitutions may be made without approval of the Association.

The following items and/or services are prohibited from sale or giveaway:

- all tobacco and smoking related items, including fake cigarettes
- cigarette lighters
- drug paraphernalia of any kind
- knives of any kind
- guns (authentic or toy) and ammunition of any kind
- swords and daggers, ceremonial, toys or decorative
- any other weapons such as katanas, bows and arrows, crossbows, electrical shock devices and ninja type weapons
- laser pointers, mace, pepper sprays, stink bombs, poppers or any other incendiary device
- ear piercing and body piercing of any kind
- permanent tattooing or branding of any kind
- no product made from any endangered animal
- switchblades, brass knuckles, high-powered water guns, rubber band toys/guns
- fireworks, pyrotechnical equipment
- martial arts weapons

The Association reserves the right to determine whether an item is considered offensive or in poor taste and to prohibit the sale/display of such an item. The Association may also restrict duplication of brand names, trade name articles and products or services in any given area.

Only Concessionaires (food & beverage vendors) are allowed to sell any beverages – water, soda, etc. Only Concessionaires where food is the only item sold are allowed to sell food or food related items. If desired, vendors may give away sealed, bottled water or pre-packaged, individually wrapped candy, but may not charge for it.

BOOTH SPACE:

The Association shall have the privilege of inspecting the premises covered by this agreement at any time or all times.

Renter is entirely responsible for the space allotted to renter and agrees to reimburse the Association for any damage to the real property, equipment, or grounds used in connection with the space allotted to renter, reasonable wear and tear and damage from causes beyond renter's control excepted.

Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by renter must be removed from the buildings and grounds by renter, at his/her own expense, not later than a date specified by Association. It is understood in the event of renter's failure to vacate said premises as herein provided, unless permission in writing is first obtained, Association may and is hereby authorized and made the agent of renter to remove and store the concession and all other material of any nature whatsoever, at the renter's risk and expense, and renter shall reimburse Association for expenses thus incurred.

Trash should be removed and disposed of in proper receptacles as it occurs.

Renter shall not nail anything to the trees and nor leave nails, stakes or zip ties in or on the grounds.

Booths must complement the surroundings and project a professional image. A California Fire Marshal approved canvas roof or sunscreen is recommended. Indoor-outdoor carpeting to reduce dust is recommended. No flammable material shall be used in booth construction.

No exhibit or display may be so high along the sides or front as to interfere with the view by Fair guests of neighboring exhibits as they pass along the aisles and roadways. No exhibit may protrude into any aisle or roadway. Exhibitors are to remain within the confines of their booth and are not to work in public aisles.

Vendors are responsible for installation, maintenance and disassembly of their exhibits. Association personnel, materials, tools, equipment, and fixtures may not be used.

Valuable items should be properly secured and concealed after closing. Each exhibitor is responsible and liable for pilferage or theft in or from their booth. The Association will not be responsible for any lost, damaged or stolen merchandise.

Association may provide watchman service, but the Association shall not be responsible for loss or damage to the property of renter.

SPACE SET-UP POLICY:

Concessionaire and vendor credential packets will be available for pick up at the Administration Office at Gate 1 the Monday before the Nevada County Fair or prior as outlined in Rental Agreement cover letter. Packets must be picked up before beginning booth set up.

Concessionaires and vendors may begin construction of their booth on the Monday before the Fair opens. Grounds will be open for check-in and set-up between 8 am to 6 pm Monday, and Tuesday from 8 am to 9 pm. All concessions and vendors are to be completely set up and off the grounds no later than 9 pm on Tuesday, the night before the Fair opens. Booths may set-up beginning at 7am on Wednesday morning and shall be open and ready by 10 am Wednesday – the opening day of the Fair. All vehicles must be off the Innergrounds by 9am.

There will NOT be access to the Innergrounds through Gate 1 @ the Emergency Gate. Access to the Main Street Center will be available through the side doors from the Gate 1 Parking lot and the Innergrounds.

Treat Street Vendors may **NOT** drive onto the Innergrounds the Tuesday before Fair.

Space size is set forth in each individual agreement. No portion of any display may obstruct aisles, exits or service areas nor interfere with the view of neighboring displays by Fair patrons as they pass down the aisles. Most outside booth spaces are in 10' X 10' increments. You may extend the rear of the booth to accommodate a small rest area provided booth remains 20ft from any building or permanent structure. However, all sales/display space will be charged accordingly. Inside booth spaces are 10' deep by 9' 8" wide.

Renter is responsible for providing their own equipment, including tables and chairs. The Association will not supply equipment, labor or materials.

TUESDAY BEFORE FAIR:

Only vendors with a **Vehicles Access Pass** will be allowed to drive on to the grounds. The passes will be gate specific. All other vendors must access the grounds through the Gate 5 Drive-through or walk- though gate. Vendors will have 30 minutes to unload their vehicles. After 30 minutes the vehicles must be removed from the grounds. Fairgrounds personnel will be patrolling the grounds for cars that have exceeded the allocated time.

There will NOT be access to the Innergrounds through Gate 1 @ the Emergency Gate. Access to the Main Street Center will be available through the side doors from the Gate 1 Parking lot and the Innergrounds.

STAFFING THE BOOTH:

Your booth must be properly staffed at all times during the Fair's operating hours:

- Outdoor Vendors and Concessionaires
 - Wednesday through Sunday – 10 am to 10 pm
- Indoor Vendors
 - Wednesday through Saturday – 10 am to 10 pm
 - Sunday – 10 am to 9 pm
- Concessionaires- Treat Street
 - Wednesday through Saturday – 10 am to 11 pm
 - Sunday – 10 am to 10 pm
- Beer Booths
 - Wednesday through Sunday – 10 am to 10:30 pm (ticket booths close at 10:15 pm)

Renter shall be solely responsible for the conduct and personal appearance of all personnel in his/her employ. Such employees or volunteers shall be neatly dressed, orderly and polite in their conduct and speech at all times. Intoxication, use of or possession of any controlled substance, impolite, discourteous or obscene speech or conduct toward, or in hearing range of the public shall be sufficient grounds for termination of this agreement, at the sole discretion of the Association.

No smoking or use of a vaping device is allowed inside booths. Smoking is ONLY permitted in designated smoking areas.

CLEANING THE BOOTH:

All booths must be kept clean and orderly at all times. This includes the areas in the back of and outside of the booth. All boxes, crates and debris must be removed prior to opening each day.

SOLICITATION:

Concessionaires, vendors, employees and their representatives shall operate strictly within the limits of their contracted area.

COUPONS:

No coupons or independent promotions may be offered for food services, admission, carnival rides, etc. without written permission from the Association. The Association may offer coupons in partnership with Fair partners, vendors, concessionaires, contractors, etc.

SOUND:

Sound devices of all types are subject to the approval of the Fair Management. Volume must be controlled so it does not interfere with neighboring booths. Management reserves the right to have sound levels lowered or sound devices removed.

CUSTOMER REFUNDS:

Refund policies must be posted in print in each booth space. If policy is not posted, full refund is required.

UTILITIES:

Although electricity is provided, the Association does not provide extension cords. Extension cords used to distribute power to a concessionaire or vendor's electrical apparatus shall be in compliance with Fire Marshal regulations. A minimum of a single 110 outlet will be available to temporary booths that have requested electricity on the space application.

REMOVAL OF INSIDE BOOTHS:

When the building closes, at 9 pm on Sunday, you will have 2 hours to pack up or dismantle your booth. You may take out only those items you can carry out at that time. All vendor personnel must leave the building by 11 pm.

DO NOT PARK IN OR BLOCK HANDICAPPED SPACES OR THE BUS ROUTE!

The building will be open on Monday, between 8 am and 5 pm. There will NOT be any security personal in the building on Monday. The building must be clear of all of your belongings with your area clean, by 5 pm Monday, the day after the Fair.

REMOVAL OF OUTSIDE BOOTHS:

Outside displays may not be dismantled before 10 pm on Sunday. No cars, trucks or vehicles of any type will be allowed on the grounds before "all clear" from the Association. Booths that leave or dismantle prior to closing may be subject to loss of booth.

Unless otherwise authorized, all vendor material must be clear of all of your belongings with your area clean, before 5 pm Monday, the day after the Fair. Failure to remove vendor material may result in loss of booth. If disposal is necessary, vendor/concessionaire will be billed for all applicable expenses.

CREDENTIALS:

Booth workers/volunteers must present a pass or purchase an entry ticket when entering the Fairgrounds.

Vendor/concession passes are for the expressed use of the contracted vendor and their staff/volunteers. The tickets are good for one entry per day only and must be surrendered upon entrance to the Fairgrounds. Wristbands are good for entry all 5 days for the person wearing the wristband. Wristbands are not transferable between people. Passes may not be given away to patrons, discounted, sold, traded, copied or reproduced in any fashion. The Association does not provide free re-entry or passes for patrons returning to pick up merchandise from any of the vendors except on the same day of purchase. Hand stamps allowing return on the same day are available at each exit.

The credential passes the business/organization receives will receive is outlined in the cover letter and Exhibit D of the rental agreement.

PERCENTAGE-BASED VENDORS:

In accordance with State rules, all percentage-based vendors are required to report their income on a daily basis and provide register tapes or Point of Sale (POS) Report to the Administration Office. Daily Concessions Report forms will be provided in your credential packet.

- Make sure all applicable employees/volunteers are aware of the guidelines set forth below.
- All sales must be entered on cash registers or POS System.
- Cash Registers, if using, must be in good working order, receipt easily readable, and be capable of the following:
 - Dated and timed receipts
 - Sequentially numbered transactions
 - 'X' and 'Z' Totals
 - Non resettable running grand totals
 - Dual tapes
 - Sum of purchase readily visible to purchaser
- Proper maintenance of the cash register is the responsibility of the individual vendor organization.
- Cash register malfunctions must be reported to the ASSOCIATION and resolved immediately.
- It is the responsibility of each vendor to instruct their employees of this cash register procedure.
- Cash register drawers must be closed following each sale; continuously open cash drawers are prohibited.
- The use of a cash box separate from the cash register or POS system is prohibited.
- The cash register or POS system must be accessible to the Fairgrounds auditor or audit teams at all times.
- Over-rings, under-rings, or any type of void sale must be clearly identified; the error must be circled and initialed and the date recorded on all tapes.
- A beginning 'X' report must be presented upon check-in before commencing sales.

- A register 'Z' report or POS Report and Daily Concessions Report must be turned in to the Fairgrounds Office by 10 am each next day of event.
- The final Daily Concessions Report and payment must be turned in before 5 pm the Tuesday following the Nevada County Fair.

FOOD BOOTHS:

It is imperative that all the rules outlined by the Fair, Health Department, and State Fire Marshall are observed.

Please see that all members of your organization are aware of these requirements.

PERMANENT FOOD BOOTH SET UP:

Permanent food booths are to be used for contracted events only. The Association must approve any use of the booth beyond the normal contracted event; normal charges and contracting shall apply.

The normal period of time for set up is two weeks prior to the event. Fair Management must approve use of a booth beyond a reasonable period of time for set up and preparation. A cost per day fee may apply for usage of a booth beyond the normal period.

Host organizations must notify the Association as to when they plan on setting workdays, food preparation days or opening for other events.

The Association, due to conflicting events or other circumstances, may deny a particular date or time for booth set up, preparation or clean up.

Booth clean up must be completed within one week after event.

FOOD BOOTH HOURS:

The Nevada County Fair is open from 10 am to 11 pm every day of the Nevada County Fair.

Operating Hours

- Wednesday through Saturday - 10 am to 11 pm
- Sunday – 10 am to 10 pm

Above hours are subject to change by the Association.

FOOD SAMPLES:

Sampling of food items may be permitted on a limited basis but only from the confines of the individual booth. Prior approval from the Association and a Nevada County Department of Environment Health permit is required.

FOODS & BEVERAGES:

All beverages must be served in plastic or paper cups. No glass. Management must approve all food and beverage items.

GREASE:

DO NOT PUT GREASE DOWN SINK, FLOOR or OUTDOOR DRAINS. Put waste grease into a SEALED 5-gallon container (preferably the container the oil came in) and place it outside by the rear door to your booth. The container does not need to be full; 4-inches of space is preferred. Fairgrounds personnel will pick it up

periodically throughout the days of the Nevada County Fair. The container will not be returned. Final grease disposal is Tuesdays after the Nevada County Fair before end of day.

REFRIGERATORS:

All refrigerators, warmers or other such equipment stored or used outside of the booths must be moved when the Fair is over. The deadline for removal is two weeks following the Fair or one week following Draft Horse Classic if participating. If the Fairgrounds have to remove items, they will go to the dump at the organization's expense.

BOOTH INSPECTION:

All booths will be inspected after the Fair. If your organization will be using the booth for the Draft Horse Classic, the inspection will be shortly there after. Booths not properly cleaned by the end of the year shut-down, will be cleaned by the Fair and billed back to the organization accordingly.

BEER & WINE BOOTHS:

Serving hours each day of the Nevada County Fair are 10 am to 10:30 pm. Ticket booth sales shall cease by 10:15 pm each day or at any time requested by the ASSOCIATION or the Public Safety Officers. Serving windows shall close by 10:30 pm.

During booth hours of operation, The Loadin' Chute beer booth must have two (2) security officers stationed near the front of the booth from 5:30 pm until booth closure each day of event. The Arena beer booth and Foundation Station beer booth must each have one (1) security officer stationed near the front of the booth from 5:30 pm to closure each day of the event.

The security company must list the beer booth organization as the certificate holder and include the required language referenced in Exhibit B, Section I, #A, #1 – List as the Additional Insured. Security officers are not permitted to carry firearms. Concessionaire is responsible for hiring, scheduling the security and paying the fees for security coverage of the booth.

Beer sales are limited to two cups per person per purchase. Beverages must be served in plastic or paper cups that are identifiable from other non-alcoholic beverage cups. Beer booth concessionaires shall take all precautions to prevent minors and intoxicated individuals from obtaining alcoholic beverages.

Server training forms for all persons serving alcohol must be on file with the Concessions Manager.

All beer & wine servers must receive alcohol policy training by a chairperson of the booth. All beer and wine servers must read and sign the 17th DAA Alcohol Policy.

Beer booth volunteers are strictly prohibited from consuming alcoholic beverages in or around the booth during their shift.

The beer distributor must provide copies of any delivery tags, returns and final report to the ASSOCIATION. The information should be emailed to the Concessions Manager at Concessions@NevadaCountyFair.com

PHONE MESSAGES, MAIL, and SHIPMENTS:

The Fairgrounds will not accept freight shipments unless prior arrangements have been made with the Administration Office and the order is paid in advance.

Shipments to a concessionaire or vendor must be prepaid. C.O.D. shipments will not be accepted. The Association is not responsible for delivering these goods. They will be held in the Administration Office and you will be notified of their arrival.

Concessionaires/vendors are advised to utilize a contract carrier such as UPS, FEDEX or DHL for all deliveries. Incoming mail or shipments for vendors and concessionaires should be addressed as follows:

Nevada County Fairgrounds
C/O: *Vendor or Concessionaire Business Name*
11228 McCourtney Road
Grass Valley, CA 95949

SAFETY:

All material used in booth set-up must be flame retardant and must comply with State Fire Marshal Code. Booth space may be subject to inspection and enforcement. Refer to the "Fire & Life Safety Division" and "Energized Equipment Information Guidelines" requirements for District Agricultural Association (DAA) Fairs for more information.

The credential packet includes the Medical Emergency Procedures for Fairgrounds Employees, Vendors and Concessionaires. Vendors/concessionaires are required to read and distribute copies to all workers and volunteers in order to become familiar with this information.

SIGNS:

All signs must be of professional quality. No handwritten signs are allowed.

No person shall be permitted to distribute advertising matter, handbills, fliers, tokens or other matter in Fairgrounds parking lots or on the Fairgrounds property except from within the confines of their booth or display space rented from the Nevada County Fairgrounds. The tacking or posting of any advertisement, bill, sign, banner or printed matter other than within the contracted space occupied by the vendor, displayer or concessionaire is strictly prohibited.

Handouts or brochures may only be offered to interested guests. Any complaints from guests may result in revocation of permission to distribute.

USE OF LOGO:

Use of the Nevada County Fairgrounds logo is forbidden unless approved in writing by the Association.

ON-SITE TRANSPORTATION:

Only the electric/gas carts used by Fairgrounds employees, Butler Amusements, Ice Distributor and Pepsi Cola or Coca Cola will be permitted on the grounds unless previously approved in writing by the Association. All operators of such vehicles must be 18 years or older, have a valid automobile drivers license, provide proof of insurance and must be registered with the Fairgrounds' Concessions Manager.

No bicycles are allowed on the grounds during the Nevada County Fair operational hours, or during set-up, or tear-down.

Skateboards, scooters or roller blades are not allowed on the grounds at any time.

Fairgrounds golf cart transportation is used for stage entertainment and should not be relied upon by vendors and concessionaires.

Unauthorized vehicles must be off the grounds by 9 am each day of the Fair. Vehicles will not be permitted to enter the Fairgrounds between the hours of 9 am and 11 pm or until deemed safe by the Association. Vehicles are not allowed in any building at any time unless prior approval by the Association has been obtained in writing.

DRAWING/RAFFLES:

Only a nonprofit organization may hold a raffle. Raffles will not be permitted unless prior approval by the Association has been obtained in writing. If approved, a copy of the Nonprofit Raffle Registration Confirmation paperwork must be submitted to the Association prior to the first day of the Nevada County Fair.

Conducting an illegal or unauthorized raffle may result in loss of booth.

Any information obtained from drawings is to be used strictly by the renter and is not to be sold and/or given to another company and/or individual. Solicitations for the drawing must take place only in the space assigned to the renter.

PETS:

Except for service animals, no dogs or other pets are allowed on the grounds during events. Pets providing emotional support, well-being, comfort or companionship are not recognized as service animals under ADA regulations and are not permitted.

RV FACILITY:

Reservations must be made by returning the Vendor/Concessionaire Camping Request Form and fees to secure a space. Vendors/concessionaires must make their own arrangements for lodging off site.

Motorhomes and/or RVs are not permitted on the Innergrounds. Vendors/concessionaires are NOT allowed to sleep in their booth.

SMOKING:

The Nevada County Fairgrounds does not allow smoking or vaping during the Nevada County Fair on the Fairgrounds, except in designated outdoor areas. Those who desire to smoke or use a vaping device should visit one of the four designated smoking areas.

MEDICAL EMERGENCY PROCEDURES FOR FAIR EMPLOYEES AND CONCESSIONAIRES

PURPOSE: To adopt standard guidelines for Nevada County Fair vendors, concessionaires and employees to follow with respect to medical emergencies that may occur at or near their booths.

PROCEDURE:

- The Nevada County Fairgrounds requires all Nevada County Fair vendors, concessionaires and Fairgrounds employees to have a good working knowledge of what to do in the event of a medical emergency at or near their booth or location.
- The First Aid Station is located in the Horse Office, at the end of Treat Street on the left side, behind the restrooms. The First Aid Station is clearly marked with large Red Cross sign boards in front. The station is staffed with EMT personnel from 10 am through Fair closure each day. An ambulance will be parked at the station ready for immediate use.
- In the event there is a medical emergency occurring at or near your booth where the person is either gravely disabled, unconscious or unresponsive to voice stimuli, or has any injury or trauma which renders the person unable to move, do not move the person. Movement by untrained personnel may aggravate an injury. Loosen tight clothing and check for a medical I.D. Bracelets.
- Stay with the victim and send someone to the First Aid Station or contact either a Fairgrounds employee (they will be wearing a Nevada County Fairgrounds logo shirt), any member of law enforcement or fire department. Each of these individuals has the ability to contact the First Aid Station quickly by radio.
- The Nevada County Fairgrounds does not require or advocate the application of any medical interventions by an untrained person on a victim of a medical emergency other than what a reasonable, prudent person would administer in a like situation.
- While awaiting the response of the medical personnel, stay with the victim, doing your best to keep them calm and comfortable. In the event the injury was the result of a possible crime, be prepared to answer questions of law enforcement personnel as to your observations, possible witness locations, or any other information that may be helpful.
- In the event the injury or medical problem is of a less serious nature, either direct the person to the First Aid Station or send for help as described in the paragraph above.
- Remember, EMT personnel can only respond as quickly as they get the information. It is incumbent upon all Nevada County Fair vendors and concessionaires to learn and follow these commonsense guidelines to help make the Nevada County Fair a safer and more enjoyable event for all Fairgoers.