



# 2012 CONCESSION

## “OFFICIAL RULES & REGULATIONS”

September 19<sup>th</sup> ~ September 30<sup>th</sup>

ALL RULES AND REGULATIONS ARE SUBJECT TO CHANGE

# **KERN COUNTY FAIR**

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# 15<sup>TH</sup> DISTRICT AGRICULTURAL ASSOCIATION

## “THE GREAT KERN COUNTY FAIR”

### 2012 OFFICIAL CONCESSION (FOOD & BEVERAGE) RULES & REGULATIONS

READ THESE RULES AND REGULATIONS CAREFULLY, BE INFORMED, INFORM ALL OF YOUR EMPLOYEES AND VOLUNTEERS, AND PLEASE ASK QUESTIONS ABOUT ANY PARTICULAR MATTER YOU DO NOT FULLY UNDERSTAND.

## A

**ADMISSION, GATE & PARKING PASSES:** May be picked up in the Administration “Will Call” office beginning Wednesday, September 12, 2012 from 10:00am to 4:00pm. During the Fair hours are 10:00am to 6:00pm. No passes will be sold on the last day of the fair. Issued passes cannot be traded. The sale of passes is a violation and deemed a breach of the Rental Agreement/Contract and the Kern County Fair will take necessary action.

**ALCOHOLIC BEVERAGE SALES:** Unless you have the following you cannot sell any alcoholic beverages of any kind:

- A current Alcoholic Beverage License from the State of California Department of Alcoholic Beverage Control (ABC) authorizing the sale of alcohol and approved by the Fair to conduct limited sales.
- All employees and volunteers serving and/or selling alcoholic beverages to the general public must possess a current Alcohol Seller/Server certification from the ABC L.E.A.D. Training program.
- Those concessions selling alcoholic beverages will contact the Bakersfield local Department of Alcoholic Beverages (661.395.2731) by May of each year for updated L.E.A.D. policies and arrange for new employees/volunteers to attend L.E.A.D. training program prior to the current Fair.
- Liquor Liability Insurance coverage for not less than \$1,000,000.00 (1 million dollars) required.

All Concessionaires serving beer will pour the beverage into an identifiable 16oz. cup showing the brand name of Coors, Miller, Budweiser, etc. No generic cups can be used for the purpose of Alcoholic Beverage Sales.

**AMERICANS WITH DISABILITIES ACT:** The United States Senate passed the Americans with Disabilities Act which went into effect July 26, 1992, making it illegal to discriminate against anyone because they have a physical impairment.

- It is the responsibility of each contractor, its management, employees and volunteers to adhere to the ADA law. In simple terms, all effort should be made to allow people with disabilities to participate in rides, games, exhibits, and the purchase of food and beverage or other articles.
- All food and beverage concession stands on the Kern County Fairgrounds must make available an open window or service counter at least 36” long and no higher than 34” above the ground level for wheelchair patrons with disabilities.
- All patrons with disabilities who are voicing dissatisfaction with any service rendered should be directed to the Fair Administration Office. It is the position of the Kern County Fair that all patrons be treated in an equal and courteous manner so that they can participate in the fun and enjoyment the Fair offers while insuring a safe and enjoyable experience.

**AUDITS:** Throughout the Kern County Fair, auditors will do spot audits which will test any or all of the following: use of P.L.U. registers, starting cash, paid out receipts, money drops, over rings, daily sales, and all other transactions which denote appropriate cash control system. If a spot check or spot audit turns up financial discrepancies you will be notified with a written violation. Failure to cease the discrepancies and correct them will result in a fine or other appropriate action by the Kern County Fair Management. This may include an order to discontinue operations.

## B

**BARBECUING FOODS:** Barbecuing is not allowed without prior permission from the Kern County Fair Management. If permitted, to barbecue, the Concessionaire will protect the public from burns by keeping the public at safe distance from the barbecue grill. We recommend fencing off the area so that the equipment is

## 2012 CONCESSION RULES & REGULATIONS

at least 4 feet from public access. This should protect the public from burns or splashes. The barbecue grill should be located in an area reasonably protected from dust.

- **Approved Foods:** Only food items which can be cooked directly on the barbecue grill without the intervention of a utensil to contain it while cooking can be cooked on the barbecue grill. Meat, bread and produce such as corn and potatoes may be cooked on the barbecue grill. **Beans may not** be cooked and served from the barbecue grill.
- **Food Services:** Food can be served directly from the barbecue grill if the item is ready to serve. No other food may be prepared or stored in the out of doors, except for food cooked on the open-air barbecue grill.

### **BOTTLES, CANS & PLASTICS:**

- Plastic beverage bottles may be sold; the Concessionaire will pay the Fair 25% of the gross after applicable tax deduction. Each sale must be entered into a cash register.
- Beverages served from glass or aluminum containers such as imported beer, fruit drinks, tea drinks, must be poured into a paper type cup; the Concessionaire will pay the Fair 25% of the gross after applicable tax deduction. Each sale must be entered into a cash register.

**CABLE SERVICE:** No cable service is available in any building or on the grounds. All cable lines and satellite dishes must be pre-approved by Kern County Fair Management. All cable lines and satellite dishes that are attached to a building; structure; etc. must be removed at the close of Fair. The Concessionaires will be responsible for paying the Fair for any/all damages and will receive a billing invoice which will be due upon receipt of invoice.

**CARDBOARD RECYCLING:** Concessionaires will breakdown and flatten all cardboard daily and set it out nightly for pick up. The flattened cardboard will be picked up the following morning for recycling by Fair Staff.

### **CLEANLINESS/HOUSEKEEPING:**

- Concessionaire agrees to keep the area surrounding their concession booth/stand free from debris/trash, not to sweep debris/trash into street and will maintain a safe and clean area with adequate clean-up personnel. Night closing procedures will require Concessionaire to clean booth/stands and remove all debris/trash into garbage bags that will then be placed in the gutter by the Concessionaire. Any Concessionaire that cleans their booth/stand in the morning and fills the garbage cans will be charged for special garbage pick-up.
- Concessionaire agrees that all condiment tables will be neat and clean at all times. For Health reasons condiments should be served in hinged containers that close automatically or in individual serving packets.
- Concessionaire agrees that all boxes, crates, kegs and canisters, will be kept from public view.
- Concessionaire shall train and closely supervise all employees/volunteers so that they are aware of and habitually practice the highest standards of cleanliness, courtesy, and service required.
- Concessionaire agrees that all portable concession trailers must have proper skirting to cover the bottom of booth/stand to the ground, and be self-contained, and abide by the *County of Kern Environmental Health Service* and 2012 Concession Rules and Regulations.
- Portable storage containers of any type will **not** be permitted on the grounds without prior approval from Kern County Fair Management. Concessionaire must make provision inside concession booth/stand for all supplies necessary to conduct business.
- Beverage tanks, product inventory, boxes will not be stored outside the booth/stand unless it is concealed in an attractive manner. Concessionaire agrees to maintain beautification of the Fairgrounds by fencing off the storage, or work areas, of the concession booth/stand with attractive color coordinated material to completely block the storage areas of the food/beverage booth/stand from public view. The portable material utilized must comply with state and county codes, and all State Fire Marshal requirements.

**CONCESSION DEPOSITS:** Concessionaire agrees to pay a nonrefundable \$500.00 deposit on each concession booth/stand; the deposit will not be refunded if Concessionaire cancels for any reason or Fair cancels due to breach of contract. The \$500.00 nonrefundable deposit will be deducted from your final percentage (%) payment to the Fair.

## 2012 CONCESSION RULES & REGULATIONS

**CONCESSION HOURS:** All Concessionaires are required to keep their food and beverage booth/stand open all twelve (12) days of Fair during Fair Hours of Operation. Late openings or early closings by a Concessionaire is prohibited and will be deemed a breach of contract and the Fair will take necessary action by charging a **\$50.00 FINE** and could result in cancellation of a future Rental Agreement/Contract. See *Fines & Violations* page 8. Concession (FOOD ONLY) booth/stands may remain open one (1) hour after Hours of Operation. When the Carnival Big Wheel lights go out, close immediately. This will be strictly enforced by the Kern County Sheriff's Department. See *Hours of Operation* page 10.

**CONCESSIONS POLICY:** It is understood that the 15<sup>th</sup> District Agricultural Association is a business and the fiscal integrity of the agency is of paramount importance. The 15<sup>th</sup> DAA is responsible for generating 99.5% of the revenue required to operate on a year round basis.

- All permanent buildings on the Fairgrounds belong to the State of California, including concessions building.
- Non-profit groups or individuals are prohibited from transferring concession buildings and/or businesses operating in a concession building to another entity.
- It is the responsibility of the current organization or business in the permanent concession building to maintain all up-grades according the 15<sup>th</sup> DAA policy, *State Fire Marshall, Cal OSHA* and the *Kern County Environmental Health Service* codes and requirements.
- Each non-profit and individual doing business in a permanent concession building is responsible for all equipment owned, rented, or leased for the operation of the concession building. The 15<sup>th</sup> DAA is not responsible for damage, theft or the operation of any equipment within the building. Each business entity should carry property insurance to cover any damage or theft of equipment twelve (12) months of the year.
- Concessionaire is required to have two adults responsible for food and beverage service who will hold a current "ServSafe" certificate from the *County of Kern Environmental Health Service*.

A three (3) year Fair payment history will be evaluated, beginning January, 2011, to monitor Concessionaires who only pay the minimum guarantee to the 15<sup>th</sup> DAA. If the organization only **pays the minimum guarantee over the three year period**, the Board of Directors of the 15<sup>th</sup> DAA may make the determination to exclude that Concessionaire from operating during future fairs.

## D

**DAMAGES & OVER-LOADS:** Concessionaire agrees that they are responsible for any damage they do to the Fair's grounds, buildings, equipment or electrical system (over-loads) and will be billed for the amount it costs the Fair to repair and/or replace damaged item and/or areas. Said bill will be due and payable in the Accounting Office before the closing day of the Fair. It is further agreed that any special electrical service, installation charges, equipment rental and other services provided to Concessionaire by Fair staff is due and payable in the Accounting Office before the closing day of the Fair.

## E

**EQUIPMENT RENTAL:** Concessionaire may rent equipment from an outside rental company or provide their own equipment. Such equipment cannot be set-up by Fairgrounds personnel, per SB 198 written injury and illness prevention (safety) program.

**EXTENSION CORDS:** All required extension cords must be provided by Concessionaire. All extension cords used on the premises must meet CAL-OSHA and NATIONAL ELECTRICAL CODE REQUIREMENTS: REQUIRED SIZE: 12 GAUGES, 3 PRONGS FOR 10 AMPS.

## F

**FAIR COUPONS:** If Fair Judges or Directors use Fair coupons, they must be turned into the audit/accounting office the next day for full credit. Coupons turned in later than the next day will not be honored.

**NO EXCEPTIONS!**

**FAIR TIME FOOD CONCESSIONS POLICY:** Individual concession businesses are prohibited from transferring or selling a prior year location; to another entity.

- There is no guarantee that a Concessionaire will be invited to participate in next year's fair.

## 2012 CONCESSION RULES & REGULATIONS

- An agreement with the Kern County Fair is not to be construed as a license for continuous operation in a specific location.
- Rental Agreements/Contracts are valid only for the duration of each fair.
- After each fair, an evaluation of all concessions will be conducted by Kern County Fair Management. From that evaluation of performance, a temporary food and beverage concession will be invited to participate in the next fair with final approval of the Kern County Fair Board of Directors.
- Criteria that will be used in the evaluation includes, but not limited to, historical payments to the fair vs. minimum guarantee, input from the Fair's audit team, public response to the Concessionaire, violations of *Kern County Environmental Health Service, Department of Alcoholic Beverage Control* or Fair policy.

### **FINES & VIOLATIONS:**

- \$1,000.00 \* Wrongful Grease Disposal
- \$500.00 \* Use of Alcohol, controlled substance or smoking in concession booth/stands
- \$200.00 \* Unauthorized Menu Price Changes and/or obstruction of Menu by patrons
- \$100.00 \* Switching Out Cash Register **without** Fair Management/Audit Department approval
- \$100.00 \* Open Cash Register Drawer, Drop Boxes or Slots
- \$100.00 \* Larger or Smaller Beer Cup Size & Pricing
- \$100.00 \* Larger or Smaller Non-Alcoholic Beverage Cup Size & Pricing
- \$50.00 \* Closing Early
- \$50.00 \* Illegible Register Tapes
- \$50.00 \* Not Complying With Cash Register Policy
- \$50.00 \* Opening Late
- \$50.00 \* Register Tapes/Reports Turned In After 2:00pm
- \$50.00 \* Register Tagging
- \$50.00 \* Tip Jar
- \$50.00 \* Unjustifiable Over Rings

It is further understood and agreed that should Concessionaire fail, neglect or refuse to operate according to policy, the Fair deems this a breach of contract and will take the following action:

- First Offense: Written Warning
- Second Offense: 24 hour shutdown with a minimum daily guarantee of \$250.00 payable to Fair
- Third Offense: Automatic cancellation of future Rental Agreements/Contracts with Concessionaires

### **FIRE MARSHAL GUIDELINES:**

- Concessionaire agrees that commercial cooking may be allowed only in approved locations by the State Fire Marshal. Approval must be submitted to Fair Management thirty days (30) prior to the Opening Day of the Fair.
- Concessionaire agrees that each food service location shall provide a minimum CLASS "K" portable fire extinguisher and that extinguisher will be fully charged and serviced three (3) weeks prior to Opening Day of fair.
- Concessionaire agrees to perform the annual service of Fire Suppression System.

The Fire Marshall will arrive the Monday prior to the fair to check on all Fire Suppression Systems and CLASS "K" portable fire extinguishers.

**FOOD SAFETY CERTIFICATION:** Being Food Safety Certified (ServSafe) means you or at least one of your employees has taken and passed an approved food safety certification class and possesses a valid certificate in food safety, this person is responsible for training all staff about food safety practices California Law requires that at least one owner/manager of each food concession be *Food Safety Certified* by an approved program. If your trained staff member should leave, you have 60 days to certify another staff member. If you sell only pre-packaged food or beverages such as dried fruit, nuts, jerky and bottled or canned beverages you are not required to be certified. Certificates are valid for five (5) years from date of issuance. Certificates must be renewed prior to expiration and a new copy submitted to the Commercial & Concession Office.

Certified food safety testing providers:

- American Food Safety Institute (800) 723.3873
- California Food Handlers School (800) 510.0525
- California Restaurant Association (800) 794.4272
- Food Safety Now (800) 396.1417

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### **FORGED PASSES & ISSUED PASSES:**

- Concessionaire will be responsible to pay the Fair the full admission, gate or parking charge on any/all forged passes.
- Concessionaire should list the names and passes numbers issued to each employee or volunteer who participates in your concession area.
- Issued passes cannot be sold. The sale of issued ADMISSION, GATE or PARKING passes is a violation of policy and deemed a breach of contract and the Kern County Fair Management will take appropriate action.

**FORKLIFT:** A forklift will be available to help spot your outside portable concession stand between 8:00am and 5:00pm Wednesday, September 12<sup>th</sup> thru Tuesday, September 18<sup>th</sup>. All requests will be responded to as quickly as possible upon your arrival according to availability and work load of the Maintenance Department. No forklift will be available closing night of Fair.

## G

**GENERATORS:** Portable generators are not permitted to supply/operate any inside or outside concessions or commercial exhibits. The Fair provides electrical for your business. See *Utility Connections* page 12.

**GOLF CARTS:** No electric or gas carts are permitted on the Fairgrounds without prior authorization by Fair Management and submission of automobile insurance naming the State of California, etc., as additional insured. Permits are required for carts and can be obtained in the Credential Office in the Administration Office with proof of authorized insurance.

**GREASE RECOVERY PROGRAM:** Concessionaire agrees that used grease will be placed or sealed in containers (or original containers) and taken to a designated area by Gate #34 for Fair disposal. A dumpster will be located by/near the grease disposal area. All grease to be poured into the recycled container(s) and the empty grease containers **MUST** be disposed of in the dumpster when empty. Anyone reported leaving grease in a container or empty container outside the disposal site will result in a fine to be determined by Fair Management. **DO NOT** dump water or trash in these barrels/containers. Please wipe any grease from your equipment before washing and educate your staff/volunteers that under no circumstance may grease and/or food scrapes go down the drain. **\$1,000.00 Fine** for wrongful grease disposal, see *Fines & Violations* page 8.

**ABSOLUTELY NO GREASE TO BE DUMPED IN DRAINS!**

**GRAY WATER:** Gray water must be disposed of in appropriate sanitary sewers. Concessionaires found disposing of gray water in other than appropriate sanitary sewers will be charged for the cost of removing such gray water and repairing any damage resulting from concessionaires' improper disposal.

## H

**HAZARDOUS MATERIALS:** Concessionaires are not to leave any hazardous materials on the Fairgrounds including paint and paint materials; these materials cannot be disposed of in Fair trash cans or dumpsters they must be disposed of by concessionaire when leaving the Fairgrounds.

**HEALTH & SAFETY CODE:** Concessionaire by signature of the attached "Exhibit" agrees to follow Article #114010 and Article #114175 and understand that violation of any one of these Articles will result in immediate cancellation of current Rental Agreement/Contract. Contact the *Kern County Environmental Health Service* at 661.862.8700, web page [www.co.kern.ca.us/eh/FoodProgram.asp](http://www.co.kern.ca.us/eh/FoodProgram.asp) or e-mail [eh@co.kern.ca.us](mailto:eh@co.kern.ca.us) requesting updated information of any and all 2012 retail food codes and a summary of major changes in 2012.

**HOLDING TANKS:** All portable concession stands must have holding tanks for liquid waste and should be pumped accordingly.

## 2012 CONCESSION RULES & REGULATIONS

### HOURS OF OPERATION:

- **COMMERCIAL BUILDINGS, FOOD & ALCOHOLIC BEVERAGE CONCESSIONS**

Monday through Thursday	3:00pm to 10:00pm
Friday, September 21	10:30am to 11:00pm
Friday, September 28	3:00pm to 11:00pm
Saturdays	Noon to 11:00pm
Sundays	Noon to 10:00pm

- **NO ALCOHOL BEVERAGE SERVICES AFTER HOURS OF OPERATION**

## I

**INSURANCE AND LIABILITY:** Concessionaires must obtain public liability and property damage insurance, according to the Insurance Statement, and submit a Certificate of Insurance to the Concession Department with the correct verbiage *"That the State of California the 15<sup>th</sup> District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fair, or California Exposition and State Fair, their directors, officers, agents, servants and employees are made additional insured, but only insofar as the operations under this contract are concerned"* by date specified on your Rental Agreement/Contract. Insurance is available through the Fair and can be purchased by VISA®, MASTERCARD®, AMERICAN EXPRESS® or a Personal Check made out to "Kern County Fair". Insurance information will be included in your final Rental Agreement/Contract.

## L

**Late Fees:** **\$100.00 Late Fee** will be invoiced to Concessionaire/Commercial Exhibitor if the required Rental Agreement/Contract and Certificate of Insurance are not received by the deadline on the final Rental Agreement/Contract.

## M

**MENU SIGNAGE & PRICE LIST:** At each concession booth/stand the menu must be easily visible and readable from the front of the booth/stand and can not be obstructed by patrons. Anytime it is determined a concessionaire has changed a menu without written permission from Concession's Audit Department or Fair Management a **\$200.00 FINE** per incident will be levied. See *Fines & Violations* page 8.

**MERCHANDISE:** Concessions cannot sell merchandise of any type and cannot display promotional material such as fliers to advertise your organization for the general public to take.

**MINIMUM GUARANTEE:** 25% of Gross Food and Drink Sales (less 7.25% Sales Tax), for the twelve (12) days of the Fair or a guarantee of **\$4,500.00**, whichever is greater.

## N

**NO CONSUMPTION OF ALCOHOL, CONTROLLED SUBSTANCE AND/OR SMOKING:** No consumption of alcohol, use of a controlled substance or smoking in concession booth/stands by volunteers/employees is permitted. Violation of this policy will result in a **\$500.00 FINE** and deemed a breach of contract and appropriate action will be taken by the Kern County Fair Management. See *Fines & Violations* page 8.

**NON ALCOHOLIC BEVERAGE REFILLS:** Refill sales will **not** be permitted at any concession. No P.O.P. merchandising or logo souvenir cups/containers for beverages can be sold/permitted.

**NON SUFFICIENT FUNDS:** The Fair will charge \$20.00 on all checks refused by the bank.

## P

**PERMANENT CONCESSION BUILDINGS:** It's a privilege to operate a permanent concession stand and is determined by Fair Management and the Kern County Fair Board of Directors.

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- There will be no remodeling, renovation or painting of any permanent structures without prior written request outlining, in detail, work to be done. Requests should be directed to Fair Management, or if applicable to the State Fire Marshal and California Construction Authority.
- Concessionaire shall be responsible for maintaining their concession facility in good condition and repair throughout the year and shall insure that the concession facilities are washed, clean, and painted as often as necessary to maintain a good appearance. Concession stands in obvious need of repair or maintenance are unacceptable and will be repaired by the Concessionaire immediately upon Fair Management's notice.

**PRE-FAIR OPERATIONS:** Concessionaire agrees that if they want to open a few days before the Fair begins they must have prior approval from Fair Management, registers must be read before opening and fees will be paid at the established contract rate. **Remember you need second cash register for back-up.**

**PERSONNEL:** Concession booth/stands must be staffed at all times during Hours of Operation by providing an adequate number of personnel in the concession booth/stand to properly service and attend to the patrons. Accessibility for the visitors has to be guaranteed. Management, employees and volunteers must remain within the confines of the space while conducting business. Children under the age of 16 are not permitted in a concession without a valid work permit. See *Hours of Operation* page 10,

**PROPANE:** If your concession requires propane please arrange for service two (2) weeks prior to the opening of fair. Propane service will not be permitted once fair is in progress.

**PUBLIC HEALTH:** All laws, ordinances and regulations of the *State of California, County of Kern Environmental Health Service* and *City of Bakersfield* pertaining to public health will be in effect and every Concessionaire must comply. Violation of *County of Kern Environmental Health Service* requirements is sufficient cause for Fair to revoke participation privileges. *County of Kern Environmental Health Service* inspectors will check all booth/stands during Fair and supply copies of their reports to Fair Management. Concessionaires are expected to make all necessary changes or repairs as required by the *County of Kern Environmental Health Service*.

In addition, each day during the Fair an Environmental Health Specialist will conduct a routine food facility inspection. A designated manager of the concession should be on site each day to answer questions the Health Specialist might have.

## R

**RECYCLING:** The *County of Kern Waste Management* will place red containers on the grounds for plastic bottle recycling. Concessionaires, employees, volunteers are urged to inform each person who makes a purchase of a plastic beverage container to "BE SURE TO RECYCLE IN THE DESIGNATED RED RECYCLE CONTAINERS".

**"BE SURE TO RECYCLE IN THE DESIGNATED RED RECYCLE CONTAINERS".**

**REGISTER TAGGING:** Kern County Fair Auditors will check each booth/stand to record the model numbers and serial numbers for all cash registers, including backup registers. Once it is approved for use, each register will get its own register tag. Register tagging will be conducted Monday, September 17<sup>th</sup> from 11am to 3pm. Opening "Z" readings will be required at that time. Please be aware that registers cannot be used for sales until they have been tagged and the information has been recorded. If your booth/stand opens prior to Opening Day you will need to notify Jeannie Burton @ 833.4917 or [www.jburton@kerncountyfair.com](mailto:www.jburton@kerncountyfair.com) to make an appointment for your registers to be tagged ahead of schedule. A **fine of \$50.00** will be invoiced to concessionaires who fail to be available during these hours.

**REGISTER TAPES:** Under the Rental Agreement/Contract, all cash register tapes documenting your sales are to be turned over to the Kern County Fair Auditors daily. For the purpose of maintaining an accurate audit trail, all cash register tapes need to be identified by the Kern County Fair register tag number, name of booth/stand, space number and date. See *Fines & Violation* on page 8.

**R.V. PARKING:** There are no facilities for overnight parking in the paid parking lots. A limited number of exhibitors, concessionaires can park in the RV/Camper lot, located near Gate 32-A, at a cost of \$300.00 per unit upon arrival.

- No prepayment or reservations will be taken.

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- Electric/Utilities are limited. Power and water in the RV/Camper area is on a first come, first serve basis.
- Exhibitors/Concessionaires will be responsible for all pumping charges.
- The *Kern County Fair* will not be responsible for monitoring your RV/Camper.
- Pets in the R.V. area must be leashed or fenced at all times. Owners must clean up after their pets.

## S

**SALES TAX:** Concessionaire will include the **7.25% sales tax** in the menu price shown to the general public.

**SERVICING CONCESSION AREA:** Concessionaire agrees that servicing of concession with personal vehicles or supplier vehicles be completed prior to **9:00am** each day. Failure to comply with this policy can result in a fine or other appropriate action by the Kern County Fair Management.

**THIS IS A LIABILITY AND SAFETY ISSUE THAT SHOULD BE TAKEN VERY SERIOUSLY!**

**SIGNAGE:** No corporate identification of any food or beverage product **OUTSIDE** the concession booth/stand will be permitted. This includes banners, pennants, flags, streamers, and menu boards. All point of sale advertising inside a concession area must be pre-approved by Kern County Fair Management. Fair icon "*KC the Bull*" **cannot** be used or made a part of any alcoholic beverage sales promotion or advertising.

**NO SANDWICH BOARD ADVERTISING IS PERMITTED  
OUTSIDE ANY CONCESSION BOOTH/STAND OR EXHIBIT SPACE**

**SODA:** (Bag in a Box) both plastic and cardboard are comingled in the fair recycling program. Pull the plastic liner from the box, empty and flatten the cardboard. Make sure the plastic liner is completely empty and place it in the stack of cardboard for pickup as usual.

**SPECIAL DAYS:** It is not mandatory, but we encourage your concession opening early to accommodate the fair visitors on the following special days:

- Senior Day - Gates open at 9:00am Friday, September 21<sup>st</sup>
- School Day - Gates open at 9:00am Tuesday, September 25<sup>th</sup>
- School Day - Gates open at 9:00am Wednesday, September 26<sup>th</sup>
- Special Friends Day - Gates open at 9:00 am Thursday, September 27<sup>th</sup>

**STOCK TRUCK PARKING PERMIT:** If you plan to park a Stock Truck on the Kern County Fairgrounds you will need a "*Stock Truck Parking Permit*", which can be purchased at the "*Will Call*" office for \$75.00, and must be purchase prior to parking. *Stock Truck Parking Permits* must be visible on the vehicle. Any Stock Truck vehicle without a permit will be **FINED \$100.00**. See *Fines & Violations* page 8.

## T

**TELEPHONE SERVICE:** *Golden Empire Communications* serves all of the telephone needs for the Kern County Fair. Telephone service may not be available in certain locations of the Fairgrounds. To order phone line service please contact Golden Empire at 661.322.6362 or fax request to 661.322.7264 one (1) month prior to the Opening Day of the fair.

**TIP JARS:** There will be **no** placing of "*TIP JARS*" on/at any booth/stand. The solicitation of "*TIPS*" either visually or vocally on the Fairgrounds is strictly prohibited **\$50.00 FINE**. See *Fines & Violations* page 8.

## U

**UTILITY CONNECTIONS:** Concessionaire agrees that portable food stands will not make hardwire connections into Fairgrounds equipment. All units must comply by adapting to fairground connections and receiving approval by the Fair Electricians. The Fair will provide a **MAXIMUM OF 50 AMP'S** to portable food stands. All connections must be covered or roped off for safety reasons.

## V

**VEHICLE RULES:** To ensure a safe fairground for both the public and all who work here, the following vehicle rules apply at all times:

- The maximum speed limit is 15 MPH and pedestrians always have the right-of-way.
- All roadways on the Fairgrounds are fire lanes and any vehicle parked in or blocking a fire lane is subject to being towed at the owners' expense.
- There is no parking on the grounds by or near a concession booth/stand failure to adhere to this parking restriction can result in vehicle being towed from premises at owners' expense. All vehicles are to be parked in a designated lot/area.
- Parking passes are nontransferable. Hangers/permits must be properly displayed on rear view mirror. Any vehicle found with an unauthorized or counterfeit parking hanger/permit will be towed at owners' expense. In addition, the registered purchaser of authorized hanger/permit is liable for a fine up to the full face value of said hanger/permit. Vehicles with stickers/permits taped or otherwise placed on dash will be required to properly a fix them before entering the parking area.
- Do no pass a stopped tram. Treat a tram as you would a stopped school bus.

**VOLTAGE:** Inside Concessionaires requiring 220v (15 AMP'S to 50 AMP'S) must be along the wall. 220V is not available to a Concessionaire from any drop cord or outside space. If additional power is required and can be provided by Fair, a minimum of \$30.00 per AMP will be charged to the Concessionaire.

**VOUCHERS OR TICKETS:** **No** vouchers or tickets can be printed by a Concessionaire or outside group for donated, discounted food and/or beverage without prior permission from Kern County Fair Management. If any Concessionaire is approached by a fair staff, volunteers or outside groups requesting donated or discounted food and/or beverage, immediately inform Kern County Fair Management.

## W

**WATER HOSE:** Water hoses must be NSF green or NSF approved with green tape that can clearly be identified by the *County of Kern Environmental Health Services Department* inspectors. No garden hoses are permitted.

**WIRELESS NETWORK:** Wireless user guide:

Wireless Network: **KCFGuest**

DISREGARD NOTICE OF INVALID CERTIFICATE

**Register Users:**

- Log in with your user name and password  
(Located at the top left of the welcome screen)
- User name is your email address

Pricing schedule is Subject of Change

**New Users – Connect to KCFGuest, start your web browser then...**

- Register as a new user by selecting "Create New Account"
- Select the type of account you wish to register (a)
- Enter your email address and desired password (b)
- Click Proceed to verify account details (c)
- Enter billing information to complete registration (d)

**WORK PERMITS:** Minors under the age of 18 (required to attend school) may not work or volunteer without a valid work permit "*Statement of Intent to Employ and Work*" and a "*Request for Work Permit*" (CDE B1-4) California Education Code (EC) 4911(c) and be available for inspection. You are required to adhere strictly to all applicable child labor laws.

**WORKERS' COMPENSTION INSURANCE:** "Workers' Compensation coverage shall be maintained covering contractor/renters' has employees, as required by law." As stated in Item1.A.3 #c Workers' Compensation (California Fair Services Authority). You are required to provide a copy of Workers' Compensation or sign the Workers' Compensation Exempt Statement.

## 2012 CONCESSION RULES & REGULATIONS

**WORKPLACE HARASSMENT POLICY:** The Kern County Fair is committed to providing a workplace that is respectful of all. Offensive or harassing behavior towards any employee or volunteer will not be tolerated. This policy also applies to vendors, Concessionaires, event guests, entertainers, volunteers and other business partners who enter our workplace.

Offensive conduct or harassment of a sexual nature, or based on race, color religion, age, gender, sexual orientation, national origin, disability, veteran status or any protected status is strictly prohibited. This may include but is not limited to offensive or inappropriate:

- Physical actions or requests for sexual favors
- Written words, graphics or pictures
- Verbal statements including jokes or slurs

Complaints should be made to the Human Resources Department or a member of the Kern County Fair Management Staff where they will be an immediately investigated. Workplace harassment by a Kern County Fair business partner, including vendors and Concessionaires is a violation of the policy and could lead to dismissal from the event.

**WRISTBANDS:** No Concessionaire can distribute wristbands to the general public, volunteers, and employees attending the Fair for the purpose of advertising, promotion and solicitation to support an organization or offer a discount for a food or beverage item.

**Please advise your staff and volunteers that it is against Fair policy to wear T-Shirts, display posters or stickers, and/or hand out flyers that promote any organization other than the one you are representing in your booth/stand or concession. It is considered a violation of your agreement with the Fair.**

**ALL RULES & REGULATIONS ARE SUBJECT TO CHANGE**

**Board approved \_\_\_\_\_**

JB/sje  
Rev12/08/11