



CONCESSIONS DEPARTMENT RULES AND REGULATIONS

- 1. CONTACT:** The Lake County Concession Department may need to contact you regarding the Lake County Fair and your space. I will be sure to provide current information including phone number, address, email, and second contact person phone number. _____
- 2. INSURANCE:** All Vendors must have liability insurance in the amount of **\$1,000,000** and workers' compensation where applicable. **VENDORS MUST PROVIDE A CERTIFICATE OF INSURANCE (COI) NAMING: LAKE COUNTY AGRICULTURAL SOCIETY, INC, LAKE COUNTY FAIR BOARD AND LAKE COUNTY BOARD OF COMMISSIONERS AS ADDITIONALLY INSURED. THE CERTIFICATE (S) MUST BE IN THE CONCESSION OFFICE PRIOR TO OPENING OR VENDOR WILL NOT BE ABLE TO OPEN UNTIL INSURANCE IS PROVIDED TO THE SUPERINTENDENT.** Vendors must provide proof of insurance for any golf cart or utility vehicle and pay the applicable registration fee. COI- General liability must have \$1 million coverage.
- 3. REQUIREMENTS OF RENTED SPACE:** Tent, stakes, and ropes must be highly visible. There must be no nails, screws, ropes, or chains attached to trees or electric poles. Hinges must be safety keyed. **NO NAILS.** Water leaks must be fixed as soon as possible to avoid turnoffs. **ALL FOOD STANDS MUST HAVE REFRIGERATION AND WORKING SINK IN THEIR TENT OR TRAILER AND MUST BE HOOKED TO A DRAIN OR HOLDING TANK.** No vendor shall dump or dispose of any grease, oil, charcoal, or hazardous material in any drain or dumpster at any time. Please dispose of grease in the provided grease dumpster. This includes **CLOSING SUNDAY NIGHT.** Picnic tables will be allowed in designated picnic areas only. **Vendors are to remain in their rented space while selling or discussing their product or items.** **ALL VENDORS SHALL RAKE OR SWEEP THEIR AREA EACH MORNING BETWEEN THE HOURS OF 8:00A AND 10:00A.M.** The area to be cleaned is defined as the rented area and the area ten (10) feet on all sides of said area. In the event another vendor occupies part of that space, each vendor will be required to clean ½ of said space. The Lake County Fair Board and Concessions Superintendent expects ALL Vendors to maintain their booth in a professional manner which includes a clean and professional interior and exterior without faded/ worn signs, stained tables, peeling paint, etc. Prior to leaving the grounds and after stand, tent, or trailer has been removed from the site rented; all holes in the ground must be filled and all blocking shall be removed and disposed of in a proper manner. After removal, VENDOR shall then be required to clean area ten (10) feet around the area. Vendor shall dispose of all material that was not there before arrival!

ANY VENDOR BOOTH/STAND OR EQUIPMENT LEFT ON THE GROUNDS 24 HOURS AFTER THE LAST DAY OF FAIR, SHALL BECOME THE PROPERTY OF THE LAKE COUNTY AGRICULTURAL SOCIETY, INC. AND WILL BE DISPOSED OF AS THE FAIR BOARD SEES FIT. Electrician will be available on Monday (the following day after the fair ends) until 12NOON for any electrical assistance.

- 4. SPACE CHARGES:** Awning and other parts of stands or tents, including trailer hitches will be added to the size of the tent or stand in determining concession charges. The minimum size of the stand is 10

feet deep and a maximum of 20 feet. No stock trucks permitted by concession stand. NO EXCEPTIONS! Tents, tarps or booth coverings must be made with non-flammable materials and must have a label on the tent and/or tarp from the manufacturer stating non-flammable.

5. **SUBLEASING OF SPACE:** There will be no subleasing allowed. No roving concessions or drifters allowed.
6. **PROFESSIONAL CONDUCT to all.** Be kind and courtesy to all vendors, 4-H'ers, fair goers as we are all here for a purpose. This includes times such as set up and break down. All vendor are required have background check at the fair and to visibly wear ID badges during the fair.
7. **MOTORIZED VEHICLES:** Motorized vehicles will not be allowed on the midway or southeast of the maintenance building after 10AM. This includes golf carts, scooters, mopeds, or other vehicles of this nature. ALL VEHICLES OF THIS TYPE MUST E REGISTERED AT THE CONCESSIONS OFFICE AND HAVE A LAKE COUNTY FAIR STICKER ON THE FRONT OF SAID VEHICLE AT ALL TIMES.
8. **INDIANA RETAIL MERCHANTS CERTIFICATE:** Each vendor shall be charged for the space used. All retail vendors must have a valid Indiana Retail Merchants Certificate. Vendor shall provide superintendent with a copy of Indiana Retail Merchant Certificate prior to opening day. Any unlawful transaction with retail or food services that violate the Indiana law will result in the cancellation of the contract and forfeiture of all monies paid.
9. **GAMES:** No game will be allowed to offer money as prizes. Prices and rules of all items offered for sale must always be posted in plain sight. Any game having two complaints to the Board or Superintendent must be changed or said game will be closed and removed from the grounds. Vendor number will be provided by the concession office and must be posted in plain sight at all times.
10. **SETUP AND TEAR DOWN OF EQUIPMENT/ BOOTH:** No vendor will be allowed to bring in any equipment, stand, or trailer onto the fairgrounds before Sunday prior to the first official day the fair is open. Spaces not filled by the close of business on Thursday will be declared vacant, unless arranged previously, and will be filled and rented at the discretion of the Superintendent. No setup or tear down of any equipment or booth shall be performed during operating hours. No vehicles or transport equipment will be allowed on the midway during operating hours. No golf carts on midway after 10:00 AM daily. If anyone chooses to vacate prior to the last Sunday of the fair, they may do so only after 12 Midnight on Saturday. (No exceptions.) Tear down on the last Sunday of the fair should not begin before 10:00 PM.
11. **INDIANA STATE FIRE CODE:** Layout of concessions must be in compliance with the Indiana State Fire Code. It may become necessary to adjust locations to comply with these laws. The superintendent will advise you of any required changes. **Each booth must have a 40 lb. BC Fire extinguisher with a current tag on it.**
12. **ELECTRICITY, AMPS, ARE COST TO VENDOR:** All vendors will receive (1) 110 30 AMP hook up. All vendors will tag their electrical cord. All cords are subject to be inspected by Fire Department and superintendent for safety. Additional electricity, amps are a cost to the vendor. Any unauthorized use of electrical service results in the cancellation of the contract and forfeiture of all monies paid.

- 13. INSPECTION OF FOOD VENDORS:** A Lake County Health Permit is required. All food vendors will be inspected opening day by the Lake County Health Department. All food vendors must abide by ALL LAKE COUNTY INDIANA HEALTH DEPARTMENT REGULATIONS and booths are subject to additional inspections during the fair at any time. This inspection could be visual or internal to see if the vendor is complying with the Lake County and State Health Department Regulations. Any vendor who does not pass inspection will NOT OPEN and forfeiture all monies paid for the contract.
- 14. PERSONAL HYGIENE:** Personnel shall not be permitted to work in a food stand with open wounds, communicable diseases, or respiratory illness. Fingernails shall be trimmed; hands and arms shall be washed and cleaned before starting work. Hands must be washed after using the restroom and as frequently as necessary during the day. Employees shall wear clean outer clothing with no tank tops or sleeveless shirts. All employees shall wear effective hair restraints and food acceptable gloves must be worn at all times. NO SMOKING allowed in your booth. Each vendor must have an adequate hand washing facility in his or her establishment. The minimum shall consist of a pan, water, soap, and individual paper towels.
- 15. FOOD AND DRINK STORAGE AND DISPLAY:** All food supplies shall be stored off the fairgrounds on pallets or shelves. All food shall be properly covered to prevent contamination. Where preparation equipment such as: stove, grills, preparation tables, etc. are used in food handling concessions immediately fronting the midway, it will be necessary that such food preparation areas are adequately protected by solid glass shields or other suitable materials. Wet storage of packed food is prohibited, except cans of non-potentially hazardous beverages, which may be stored when water contains 50 PPM of available chlorine and is changed often enough to keep both the water and containers clean. All food on display, such as cotton candy, candied apples, etc. shall be covered or be individually packaged to prevent contamination from dust and other elements. No drinks, either hot or cold, may be dispensed by dipping into the liquid. Serving from a bottle or a closed container by means of faucet or tap may dispense drinks. All food supplies including: meat, milk, vegetables, etc. shall be obtained from sources complying with applicable State Laws and Regulation. All food shall be clean, whole, free from adulterations and misbranding. Home-canned food will not be permitted. ALL FOOD MUST BE PREPARED ON THE FAIRGROUNDS. Utilization of food service facilities located off the fairgrounds is prohibited. All fruits and vegetables shall be washed before being used. Potentially hazardous foods, which consist in whole or in part of milk or milk products, eggs, meat, poultry, and fish, shall be maintained at temperatures of 40 degrees Fahrenheit or below 140 degrees Fahrenheit or above. Mechanical refrigeration shall be used for maintaining refrigeration temperatures. Condiments: sugar, mustard, ketchup, and other condiments shall be individually packaged or dispensed from an approved dispenser. Only single service tableware and utensils shall be used, including cups, plates, and eating utensils. All single service articles shall be properly stored to prevent contamination. Single service cups shall be stored and dispensed through approved tubes or dispensers in a sanitary manner to avoid contamination of surfaces in contact with the mouth of a customer.
- 16. ICE SUPPLY AND HANDLING:** Ice that is consumed or will come in contact with food shall be obtained from an approved source. Chipped, crushed, or cubed ice should be transported and stored in a single service, closed container bag(s). Bagged ice shall not be stored directly on the ground. Containers for storage of ice on location shall be constructed of easily cleanable materials, equipped with a drain, and provided with an overlapping tight-fitting cover. Styrofoam coolers are prohibited. Dippers and scoops shall be used in dispensing ice. HAND DIPPING IS PROHIBITED.

- 17. WATER SUPPLY AND STORAGE:** All vendors are required to use a dual check backflow preventer valve on faucet systems to prevent water contamination. An adequate supply of safe, sanitary water for drinking, food preparation, hand washing, cleaning utensils, and equipment must be provided for the food stand. Whenever possible a pressure supply system is recommended. Hot water shall be made available for cleaning purposes. If water pressure is not available in the stand, water container shall be constructed of an approved type material, possess tight-fitting overlapping covers and have a dispensing valve, which is of a cleanable construction. Water containers constructed of wood are prohibited.
- 18. FOOD EQUIPMENT CONSTRUCTION AND CLEANLINESS:** Only food equipment which is in good repair and cleanable shall be used. Food-contact surfaces shall be corrosion resistant, nonabsorbent, nontoxic, and free of breaks, open seams, chips, and similar imperfections. Appropriate scoops, tongs, spoons, and forks must be used to minimize manual contact with food. Wooden utensils and cutting boards are prohibited. ALL COUNTER AND SHELVING MUST BE KEPT CLEAN AND PRESENTABLE AT ALL TIMES. Kitchen and food preparation area must have ceilings and sides constructed so as to minimize the entrance of dust and insects. The ceiling and sides may be of wood, canvas, or materials, which will protect the interior of a food stand from the elements. Effective shielding must be provided consisting of glass or other durable materials to prevent contamination of food and food preparation equipment from dust, flies, rain, consumer handling, and other elements. Screen enclosures and electric fans to expel flies should be used as necessary. THESE RESTRICITONS ALSO APPLY TO CONCESSIONARIES DISTRIBUTING FREE FOOD SAMPLES. Kitchen and food preparation areas, not located on concrete or asphalt surfaces, must have temporary flooring constructed of wood and elevated to prevent employees from working in mud to prevent contamination. Saw dust is not an acceptable floor covering.
- 19. SPEAKER AND SOUND EQUIPMENT:** No speaker or sound equipment shall interfere with other concessions. LOUD music is prohibited. **NO HAWKING!!!**
- 20. FOOD AND RETAIL ITEMS LISTED ON APPLICATIONS:** Lake County Fair Officials have the right to ask a vendor to **discontinue** selling an item not listed on their application.
- 21. PHOTOS & SOCIAL MEDIA:** I understand my photo may be taken during the event and posted on the Lake County Fair website and/or Social Media platforms.
- 22. LAKE COUNTY FAIR EVENTS AND THEMES:** All vendors are asked to participate in fair events in which can help promote the fair and the overall fair experience such as Frugal Friday.
- 23.** The Concession Superintendent must approve any deviation of these rules.
- 24. THE LAKE COUNTY FAIR, LAKE COUNTY FAIR BOARD, AND ITS EMPLOYEES WILL NOT BE HELD RESPONSIBLE FOR ANY THEFT, LOSS, DAMAGE, OR INJURY.**
- 25. All vendors will follow hours of operation determined by the fair board and superintendent.**

The Vendor shall hold harmless and indemnify the Lake County Fair, the Lake County Fair Board, and all authorized agents and employees from any and all liability and/or claims due to use or consumption of the Vendor's products or due to damage and/or theft of Vendor's vehicles, equipment, merchandise, goods, and ware kept upon premises in conjunction with the event. The Vendor understands that exclusivity on products for sale and location of set up is not guaranteed.

WAIVER & RELEASE OF ALL CLAIMS

I, the participant in this event/program, recognize and acknowledge that there are certain risks of physical injury and I agree and assume the full risk of any injuries, including death, damages or loss which the participant(s) may sustain as a result of participating in all activities connected with and associated with such program. I, the participant, in this event/program, agree to waive and relinquish all claims that I or the participants may have as a result of participating in the programs against the above named entity and its agents, officers, servants, and employees.

I, the participant, in this event/program, agree to fully release and discharge the above named and its officers, agents, servants, and employees from any and all claims for injuries, including death, damage or loss which I or any participants may have or which occur to me or the participants on account of participation in the above program(s).

I, the participant, in this event/program, further agree to indemnify, hold harmless, and defend the above named entity and its officers, agents, servants, and employees from any and all claims resulting from injuries, including death, damages, and/or losses sustained by the participants and arising out of, connecting with, or any way associated with the activities of the above program(s).

I have read and fully understand the above program details and I fully understand that "This is a release of all claims". The Vendor understands that exclusivity on products for sale and location of set up is not guaranteed.

I agree that I have read and accepted the indemnification requirements; I agree that I have read and accepted the waiver and release of all claims, and I have read and accepted the terms of this application.

Signature _____ Date _____

Printed Name _____