



# **2018 CONCESSION “OFFICIAL RULES & REGULATIONS”**

September 28th ~ October 6th

ALL RULES AND REGULATIONS ARE SUBJECT TO CHANGE

# **2017 Concession Official Rules & Regulations**

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# WALLER COUNTY FAIR ASSOCIATION (WCFA) 73rd Annual Waller County Fair

## 2018 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:** Each vendor will be issued two gate passes and one vendor parking permit during setup. The passes must be presented during each entry and then remain visible on the person while on the grounds. Passes issued cannot be traded or sold. The sale or trade of passes is a violation and deemed a breach of the Rental Agreement/Contract and the WCFA will take necessary action. The parking permit must be displayed in your vehicle at all times for emergencies or risk being towed. Additional gate passes are available at a discounted rate one week prior to the fair, afterwards additional gate passes will be available at regular admission prices. **NO Exceptions!**

**Advertising Materials:** No person shall be permitted to distribute advertising matter, handbills, coupons, fliers, tokens, or other material at the fair, except from their contracted exhibit booth or display space. Tracking or posting of any advertisement, bill, sign, banner or printed matter other than within the contracted space is prohibited. No one shall be allowed to solicit or distribute materials in aisles or while roving on the grounds. Anyone violating this rule is subject to removal from the fairgrounds. It is your responsibility to be knowledgeable of the formal regulations, which are listed herein. It is also important to have all representatives, employees and volunteers working in your exhibit to be aware of these rules and regulations. All regulations will be **STRICTLY ENFORCED**. Disregard of any regulations or misrepresentation on the part of the exhibitor will forfeit all privileges granted, fees paid, and rights to further participation in this and future fairs.

**Alcoholic Beverages Sales:** The WCFA has exclusive on alcoholic beverage sales.

**Applying for Space:** All questions on the Commercial Exhibitor and Concessions application must be answered completely, signed and returned. Upon receipt the application will be dated, reviewed and maintained in an active file for the remainder of this fair year. Participants from the prior year must re-apply for space by returning the application and a nonrefundable deposit by a set deadline. Once exhibit space has been assigned, exhibitor CANNOT move without approval by WCFA management.

**Selection Process:** All applications go through a selection process (not a first-come, first-serve basis). A selection committee reviews applications and makes selections based on the following criteria:

- Product balance within the fairground
- Uniqueness and appeal of product
- Space availability
- Application presentation
- Financial responsibility and all contractual obligations
- Conduct business in an ethical and professional manner
- Professional looking booth display

Any returning participant who has not met their financial commitments when due or legal provisions to the WCFA can/will be excluded from future participation.

**The WCFA management reserves the right to make all decisions with regards to the allocation and assignment of exhibit locations in the buildings or on the grounds with respect to the best interests of the fair.**

**Audits:** Throughout the fair, auditors will do spot checks which will test the following: acceptance of cash for food/drink purchases and the sale/exchange of tokens for cash. If a spot check turns up a violation you will be notified with a written warning. Failure to cease the discrepancies and/or correct them will result in a fine or other appropriate action by the WCFA Executive Board. This may include an order to discontinue operations and/or the retention of your deposit.

## B

**Balloons and Decorating:** Balloons cannot be given away under any circumstances. All balloons decorating inside and outside buildings MUST be pre-approved by WCFA management and helium tanks are not permitted in commercial buildings. Balloons or blimp-like advertising MUST be pre-approved by WCFA management. The WCFA will not be responsible for the loss or damage of any decoration material.

**Barbecuing Foods:** Barbecuing is not allowed without prior permission from the WCFA. 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 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 and cans may be sold
- Glass containers are not permitted on the fairgrounds

**Business Name Signage:** Each exhibitor and concessionaire must post a sign; visible to the public, with their company name as it appears on the Rental Agreement/Contract with the WCFA. These signs must be of a professional manner, no handmade signs will be allowed.

## C

**Cancellation:** It is further understood and agreed that should the exhibitor/concessionaire fail, neglect or refuse to pay their exhibit/concession location fees at the time and in the manner it becomes due, or neglect, fail, or refuse to open and/or conduct business in said space as agreed, WCFA shall retain all monies herein as liquidated damages. The parties agree that the above is considered a material breach and the WCFA may terminate said Rental Agreement/Contract and reassign said space to another party and not invite back as a Commercial Exhibitor/Concessionaire during any future fair.

**Cardboard Boxes:** Concessionaires will breakdown and flatten all cardboard boxes daily and set it out nightly for pick up. The flattened cardboard will be picked up by the following morning by WCFA 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 set out and picked up by the following morning by the WCFA staff. 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 Waller Environmental Health Service* and 2018 Concession Rules and Regulations.
- Portable storage containers of any type will **not** be permitted on the grounds without prior approval from WCFA 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.

### **Closing Night:** EXTREME CAUTION SHOULD BE EXERCISED ON CLOSING NIGHT!

Exhibits/Concessions may not be dismantled before **10:00 pm**. NO CARS OR TRUCKS WILL BE ALLOWED ON THE FAIRGROUNDS BEFORE 1:00 AM.

**Concession Deposits:** Concessionaire agrees to pay a nonrefundable \$200.00 deposit on each concession booth/stand; the deposit will not be refunded if Concessionaire cancels for any reason or the WCFA cancels due to breach of contract. The \$200.00 nonrefundable deposit will be deducted from your final percentage (%) payment to the WCFA.

**Concession Hours:** All Concessionaires are required to keep their food and beverage booth/stand open all nine (9) days of the fair during actual Fair Hours of Operation. Late openings or early closings by a Concessionaire is prohibited and will be deemed a breach of contract and the WCFA 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 5. Concession booth/stands may open prior to, or remain open after Hours of Operation. See *Hours of Operation*.

## **D**

**Damages & Over-loads:** Concessionaire agrees that they are responsible for any damage they do to the WCFA's grounds, buildings, equipment or electrical system (over-loads) and will be billed for the amount it costs the WCFA to repair and/or replace damaged item and/or areas. Said bill will be due and payable in the WCFA 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 WCFA staff is due and payable in the WCFA office before the closing day of the fair.

The WCFA **IS NOT** responsible for any damage to Concessionaire's equipment or products.

## E

**Equipment Rental:** Concessionaire may rent equipment from an outside rental company or provide their own equipment. Such equipment cannot be set-up by WCFA personnel.

**Evaluations:** The WCFA always strives to produce a quality, attractive and family oriented event. With this in mind, all booths will be photographed and will be evaluated during the fair. Evaluations are based on the general appearance of the booth, management practices, personnel and compliance with the rules and regulations. Please make sure your employees know how important these evaluations are for your future participation at the Waller County Fair.

Evaluations are based on but not limited to the following:

- Customer service
- Professional display
- Company name displayed in booth
- Appropriate paperwork and payments completed on time
- Operation confined to assigned space
- Posted notice of exchange/refund policy
- Conduct of exhibitor and personnel
- Appropriate attire of personnel and staff cleanliness
- Noise level of microphone and amplification devices
- Observation of hours of operation
- Sale and display of approved items only

**Extension Cords:** All required electrical extension cords must be provided by Concessionaire.

## 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 Logo:** The use of the name “*Waller County Fair*” and any associated logos are/is not allowed without prior written approval from WCFA management.

**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.
- An agreement with the WCFA 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 WCFA 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 WCFA 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 WCFA’s audit team, public response to the Concessionaire, violations of *Waller County Environmental Health Service* or WCFA policy.

### **Fines & Violations:**

- \$1000 Wrongful grease disposal
- \$500 Use of a controlled substance in concession booth/stands
- \$200 Unauthorized Menu/Price Changes and/or Obstruction/Lack of a Menu
- \$100 Exchanging/Selling Tokens for Cash
- \$50 Accepting Cash for Food/Drink Purchases
- \$50 Closing Early (without prior approval)
- \$50 Opening Late (without prior approval)

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

- First Offense: Written Warning
- Second Offense: 24 hour shutdown with a minimum guarantee of \$200.00 payable to WCFA
- Third Offense: Automatic cancellation of future Rental Agreements/Contracts with Concessionaires

### **Fire Safety Guidelines:**

- 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.

### **Forged Credentials & Issued Passes:**

- Exhibitor/Concessionaire will be responsible to pay the WCFA the full admission, gate or parking charge on any/all forged passes.
- 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 WCFA Management will take appropriate action.

**Forklift:** A forklift/skid steer will be available to help spot your outside portable concession during setup scheduled on Thursday, September 27th and Friday, September 28th. All requests will be responded to as quickly as possible upon your arrival according to availability and work load of the maintenance team. No forklift/skid steer will be available closing night of the fair.

## G

**Generators:** Portable generators are not permitted without prior approval to supply/operate any inside or outside concessions or commercial exhibits. The WCFA provides electricity for your business.

**Golf Carts:** No electric or gas carts are permitted on the fairgrounds without prior authorization by WCFA management.

**Grease Disposal:** Concessionaire agrees that used grease will be placed or sealed in containers (or original containers) set out after closing for pick up. The containers will be picked up by the following morning by WCFA staff. **\$1,000.00 Fine** for wrongful grease disposal, see *Fines & Violations*.

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

## H

**Hazardous Materials:** Concessionaires/Exhibitors 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 properly by concessionaire/exhibitor upon leaving the fairgrounds.

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

**Hours of Operation:**

Monday – Thursday	6pm to 9pm
Friday, September 28	6pm to 11pm
Friday, October 5	10:30am to 11pm
Saturdays	10:30am to midnight
Sunday	noon to 11pm

## L

**Liability:** The WCFA is not responsible for loss or damage to your property. The parties agree that the Rental Agreement/Contract does not convey, demise or let any interest of the WCFA in any real property, and occupancy of premises by Exhibitor, the acceptance of rent or commission by the WCFA during the term of, or under any holdover under, this Rental Agreement/Contract shall not confer on the Exhibitor any title, interest, or right in real property against the WCFA.

## 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 cannot be obstructed by patrons. Anytime it is determined a concessionaire has changed a menu without written permission from WCFA Management a **\$200.00 FINE** per incident will be levied. See *Fines & Violations*.

**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:** 20% of Gross Food and Drink Sales, for the nine (9) days of the fair or a guarantee of **\$200.00**, whichever is greater.

## N

**No Use of a Controlled Substance:** No use of a controlled substance in booths/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 WCFA Management. See *Fines & Violations*.

**Non Sufficient Funds:** The WCFA will charge \$30.00 on all checks refused by the bank.

## P

**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. See *Hours of Operation*.





# S

**Sales Tax:** Concessionaire will include the state 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 or one and a half (1½) hours after Hours of Operation. Failure to comply with this policy can result in a fine or other appropriate action by the WCFA Management. **THIS IS A LIABILITY AND SAFETY ISSUE THAT SHOULD BE TAKEN VERY SERIOUSLY!** See *Hours of Operation*.

**Set-Up Schedule:**

- Thursday, Sept 27th 6:00 pm to 9:00 pm
- Friday, Sept 28th, 1:00 pm to 7:00 pm
- Saturday, Sept 29<sup>th</sup>, 7:30 am to 10:00 am

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

**Storage:** The WCFA does not provide any storage, you will need to make arrangements, at your own expense, to store all excess boxes, cartons and/or merchandise either in your booth and out of the public view or in a stock truck.

**Sublease/Booth Sharing:** Licensees are strictly prohibited from sublease or assigning, or apportioning the whole or part of their contracted space to any other business or individual. Concessionaire/Exhibitor shall not voluntarily or by operation permit the premises to be occupied by anyone other than the licensee's employees. Concessionaire/Exhibitor shall not use or permit the premises or any part thereof to be used for any other purpose or under any other trade name whatsoever except as listed on the rental agreements/contract.

# T

**Tip Jars:** There will be no placing of "tip" jars, towels on counter top or anything written that encourages tips in any concession/exhibit booth. Though tips may be gratefully accepted, the solicitation of "tips" either visually or vocally on the fairgrounds is strictly prohibited, and will result in a **fine of \$50.00**.

**Training:** Concessionaire/Exhibitor shall train and closely supervise all employees and volunteers so that they are aware of and habitually practice the highest standards of cleanliness; courtesy; and service required. Concessionaire/Exhibitor will provide an adequate number of personnel in the exhibit area to properly service and attend to the fair patrons.

# 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 WCFA electricians. All connections must be covered or roped off for safety reasons.



## V

**Vehicle Rules:** To ensure a safe fair ground for both the public and all who work here, the following vehicle rules apply at all times:

- The maximum speed limit is 5 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 affix them before entering the parking area.

**Violation of "2018 Official Rules & Regulations":** The *2018 Official Rules & Regulations* have been made part of the Rental Agreement/Contract. Non-compliance with any part of the rule and regulations is considered a breach of the Rental Agreement/Contract and may be cause for termination. Violations of the 2018 Official Rules & Regulations may result in:

- A fine, which will be due and payable prior to opening of exhibit the next day, depending on violation.
- Upon review by WCFA management, you may be asked to leave without a refund.
- Consideration for future Waller County Fair stand/booth may be jeopardized.

**Voltage:** All concessionaires' spaces will be provided 110v (20 AMP's to 30 AMP's). Available space for concessionaires requiring 220v (30 AMP'S to 50 AMP'S) is limited. If additional voltage or amperage is required and can be provided by WCFA, an additional \$30.00 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 WCFA Management. If any Concessionaire is approached by a WCFA staff, volunteers or outside groups requesting donated or discounted food and/or beverage, immediately inform WCFA management.

## W

**Wristbands:** No exhibitor can distribute wristbands to the general public, volunteers and employees attending the Waller County Fair for the purpose of advertising, promotion or 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 WCFA 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 WCFA.**

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