

THE DELAWARE STATE FAIR

CONCESSIONS MANUAL RULES AND REGULATIONS



July 21 – July 30, 2022

The Delaware State Fair, Inc.

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FROM THE DESK OF THE GENERAL MANAGER

Exciting times here at the Delaware State Fair as we begin planning for the 2022 (a.k.a. the 103rd) Fair on July 21st – July 30th. Your interest in becoming an exhibitor or concessionaire is appreciated.

This year's 10-day extravaganza features Circus Hollywood's European style big-top circus, Wade Shows' amusement rides for the whole family, an enticing array of educational exhibits from Delaware's best and brightest students who exhibit through their 4-H and FFA programs, a steadily increasing number of livestock exhibits, a dazzling farm machinery equipment lot, an extraordinary collection of grounds entertainers, a plaza area offering performers scheduled throughout the day and evening, pig races, first class grandstand shows, and all types of family fun.

The purpose of this manual is to furnish you with information that should be helpful if you are a returning concessionaire or deciding whether or not you would like to submit an application to lease ground or building space this year. For those readers who are already committed to attending our fair this year, we are glad that you have decided to return. You will not be disappointed.

The Delaware State Fair is considered by many to have one of the finest fairgrounds in the Mid-Atlantic area. We are extremely proud of our clean and modern facilities.

On an annual basis, as we continue to grow, our fair patrons witness steady improvements to our buildings, parking and roads. The Wade Shows, long considered as one of the top three carnivals in America, will return again this year to The Delaware State Fair.

After reviewing this manual, if you have any questions, please feel free to contact our Concessions Manager, Robin Rockemann, by e-mail at robin@thestatefair.net or call her at 302-398-7005 (office) or 302-632-9279 (cell). Your questions and comments are always welcome.

We look forward to your participation at this year's Delaware State Fair. We're glad you will be at the Fair this year!

Sincerely,

A handwritten signature in blue ink that reads "Bill".

William J. DiMondi
General Manager

II. INTRODUCTION

This manual has been prepared for you, our current and prospective Delaware State Fair Concessionaires, as a guide to help you in your efforts to serve our visitors.

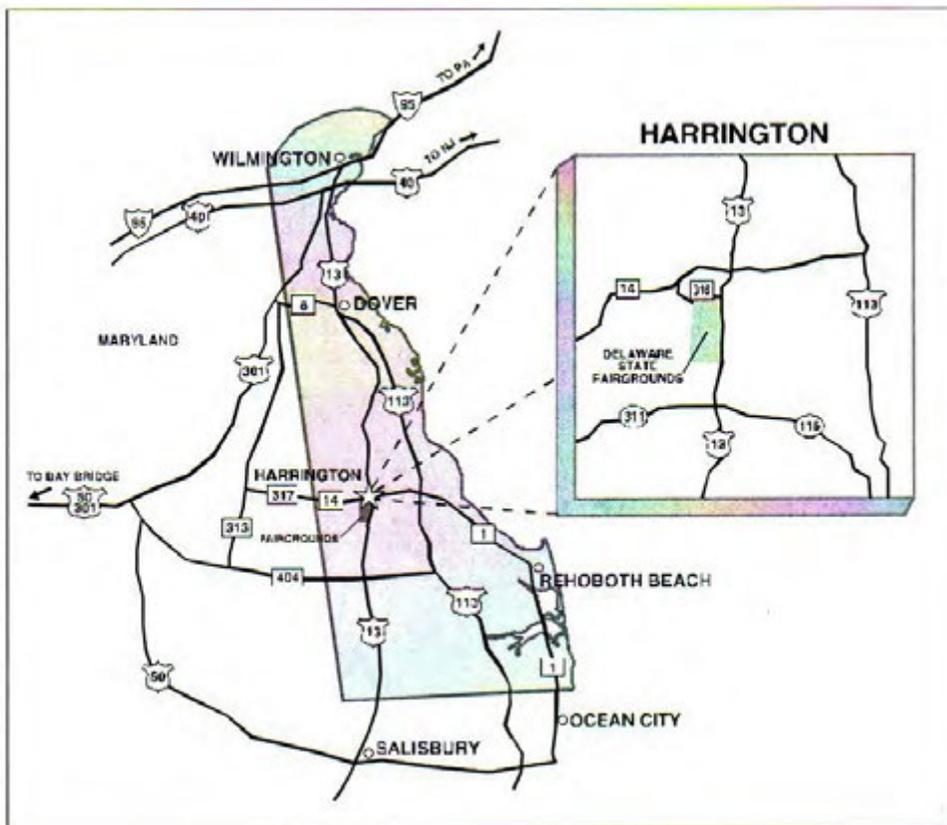
Management reserves the final and absolute right to interpret these rules and regulations, settle all matters, answer questions and differences incident to the Fair and/or the management, control and protection of The Delaware State Fair.

Violation of any of the terms and conditions of a License Agreement, and/or Concessions Manual may cause the full amount of space rental to become due, and cause a revocation and forfeiture of all rights and privileges therein granted to Concessionaire, in which case all sums paid or contracted to be paid shall become the property of The Delaware State Fair as liquidated damages for said breach. The Delaware State Fair, Inc. shall have a lien on all property being kept, used, or situated upon leased premises on the Delaware State Fairgrounds for any unpaid rents and damages sustained by breach of contract by Concessionaire.

The words "concession", "exhibitor" and "vendor" may vary in usage from one Fair or trade show to another. At The Delaware State Fair, all commercial exhibits, which denote "for display only" of products, services or concepts and vendors or those selling merchandise and food, shall be referred to as Concessionaires.

Many questions asked by Concessionaires are answered here. Thorough study of the manual can save you both time and money, and many common problems can be averted. If you have any questions, please call or email Robin Rockemann, Concessions Manager, (302) 398-7005 or robin@thestatefair.net.

It is your responsibility to be knowledgeable of and to understand all the terms and conditions expressed in this manual and your specific License Agreement.



Our GPS Address is:
 18500 South DuPont Highway
 Harrington, DE 19952

From Wilmington/Philadelphia:

Take I-95 South toward BALTIMORE. Merge onto DE-1 South via exit number 4A toward CHRISTIANA/MALL ROAD (Portions toll). Exit 97 toward Salisbury/Norfolk. Turn LEFT onto S. DUPONT HWY/US-13 S South to Harrington, DE, approximately 17.5 miles. Cross railroad tracks and fairgrounds is on the right.

From Baltimore/Washington DC:

Take US-50 East/US-301 North (Portions toll). At the US-50/US-301 split, bear right taking the US-50 East exit toward OCEAN CITY. Turn LEFT onto MD-404 East toward DENTON/REHOBOTH. Continue to follow MD-404 East. Take the MD-313 ramp toward DENTON/GREENSBORO. Turn LEFT onto MD-313 North. Turn RIGHT onto MD-317 East. As you cross into Delaware, MD-317 becomes DE-14. Continue to follow DE-14 East toward Harrington. Follow signs to the fairgrounds.

From Salisbury, MD:

From US-50, take US-13 North. Follow US-13 North through Laurel and Seaford. Fairgrounds are located 4 miles north of Farmington on your left.

From DE Beaches:

Follow DE-1 North toward Milford. Turn left onto NE FRONT ST/NEW WHARF RD/DE-14 West. Continue to follow DE-14 West. At the intersection of DE-14 and US-13, turn LEFT onto S. DUPONT HWY/US-13 South. The fairgrounds will be located on your right.

IV. OUR PRIMARY FACILITIES

Consistently rated as one of Delaware's Top 3 tourist attractions, The Delaware State Fair is situated on over 300 acres which support over 40 buildings. The following facilities, with the exception of Harrington Raceway & Casino, are available for rent on a year-round basis.

- A. HARRINGTON RACEWAY & CASINO** After opening a new addition in 2007 and completely renovating the existing facilities, Harrington Raceway & Casino is a 135,000 square feet entertainment destination. The Casino features over 2,100 slot machines, a brand new 400 seat buffet, 300 seat banquet/ conference room, Onion Jacks restaurant, a fine dining signature restaurant called Bonz, as well as Murphy's Race and Sports Book in the upper level of the Grandstand. The Casino is open 24/7 year round except Christmas and Easter.
- B. THE CENTRE ICE ARENA** A public ice skating arena August through June, and home to The Delaware Thunder, a professional hockey team and member of the Federal Prospects Hockey League. 4-H and FFA exhibits are located in the Arena during fair time.
- C. CONCERT STAGE AND M&T BANK GRANDSTAND** Our primary concert venue during the Fair is comprised of a permanent concert stage and is a venue with a seating capacity of approximately 8,100.
- D. HERTRICH PLAZA** An open air free entertainment plaza comprised of 24,900 square feet bounded by the Dover Building, the Exhibit Hall and the M&T Bank Grandstand. The Plaza includes a covered entertainment stage and bench style seating for approximately 750 patrons. The Plaza is the site where staged entertainment is presented nightly during Fair.
- E. EXHIBIT HALL** Built in 1997, the Exhibit Hall contains approximately 10,000 s.f. of air conditioned commercial exhibitor and sponsor space at the Delaware State Fair. Over 40 commercial exhibit spaces are contained in the main hall, which is just over 10,000 square feet. Restrooms are located within the building as well. For further information relating to commercial exhibit space in the Exhibit Hall, see section 4C.
- F. QUILLEN ARENA** With seating for over 3,000 spectators, the Quillen Arena hosts events ranging from rodeos to tractor pulls and large animal livestock judging during the Fair, as well as numerous equine events before, during and after the Fair.
- G. CLUBHOUSE** Located in the upper level of the grandstand, the Clubhouse provides an excellent venue for watching the national acts hosted each year at the Delaware State Fair.
- H. SCHABINGER PAVILION** A covered building without side walls totaling nearly 45,000 square feet, livestock exhibitors house their animals here during the Fair. While not host to commercial exhibitors, both the Schabinger Pavilion and adjacent Kent Building draw significant foot traffic at all times as competitive exhibitors must tend to their animals and Fair patrons will make their way through to see all of the livestock.
- I. KENT BUILDING** Nearly identical to the Schabinger Pavilion in size, layout, purpose and construction, the Kent Building is also a temporary home for livestock to be shown during the Fair.
- J. DOVER BUILDING** Totaling over 15,000 square feet of climate-controlled space with seating up to 2,000, the Dover Building hosts a variety of competitive exhibits during the Delaware State Fair, including the Arts and Crafts, Farm, Fruits and Apiary, Garden Vegetables, Culinary, Flowers, and Needlework departments as well as a variety of contests and demonstrations during the Fair.

- K. SIMPSON BUILDING** Totaling approximately 12,000 square feet this steel Butler building is host to the Goat Department. With over 700 entries during the Fair, this is the largest exhibition of a single species of livestock on the fairgrounds.

- L. NEW CASTLE BUILDING** A covered building with chain link fence sides totaling approximately 11,200 square feet is the location of the show ring for the Goat Department. The building offers two (2) show rings and seating for 300.

- M. DELMARVA BUILDING (Poultry Barn)** Totaling approximately 11,500 square feet, the Poultry Barn hosts a variety of animals, including poultry, rabbits and waterfowl during the Fair.

V. COMMERCIAL EXHIBIT SPACES

A. OUTSIDE EXHIBIT AND CONCESSION SPACE:

1. Costs:
 - a. General Outside Space – Food: The equivalent of 15% of gross sales or the guarantee amount of \$80 per front foot, whichever is greater.
 - b. General Outside Space – Non Food: \$85 per front foot
 - c. Plaza - Food: The equivalent of 15% of gross sales or the guarantee amount of \$90 per front foot, whichever is greater.
 - d. Plaza - Non Food: \$95 per front foot
 - e. Food Court – Food: The equivalent of 15% of gross sales or the guarantee amount of \$90 per front foot, whichever is greater.
 - f. Food Court – Non Food: \$95 per front foot
 - g. All outside spaces are required to have a minimum of 15' frontage.

2. Conditions:
 - a. All food concessionaires must comply with all the procedural requirements set forth in Section X, Par. 19 of these Rules and Regulations.
 - b. Concessionaire must provide their own booth structure.
 - c. Temporary structures must meet current building, electrical, sanitation and health codes; certain specifications must be met when building a structure, so please submit drawings or plans for approval in advance of building or placing structure.
 - d. Concessionaire is responsible for all internal wiring required to operate and for sufficient, adequately sized cable to reach Fair electrical service panels.
 - e. Concessionaire subject to all Commercial Exhibit Rules and Regulations published in this Manual.
 - f. Outside exhibit and concession space will be open for setup beginning Monday, July 18 through Wednesday, July 20, setup hours are 8:00 AM to 5:00 PM. Concessionaires are not to set up any displays without checking in with the Concessions Department; all concessionaires must check in by 5:00 PM Wednesday, July 20, or space will be forfeited.
 - g. Outside exhibit spaces must be manned and operational as follows:
 - i. Opening Day: Thursday, July 21 12:00 NOON - 11:00 PM
 - ii. Friday, July 22 - Saturday, July 30: 11:00 AM - 11:00 PM
 - h. Teardown/Move Out: No removal of items or teardown of booth/stand can begin before 1:00 AM Sunday, July 31 or when the "Big Wheel" on the carnival lot stops turning, whichever occurs first.
 - i. All personal items/exhibits must be removed by 5:00 PM, Sunday, July 31. Any items remaining after that time will become the property of The Delaware State Fair, unless prior written approval has been received from The Delaware State Fair.

B. MACHINERY LOT: The Delaware State Fair features one of the most impressive agricultural machinery lots of any east coast fair. This major attraction draws a variety of pedestrian traffic, making it a desirable outside space location. Ag and other commercial related exhibits may be displayed in the Machinery Lot.

1. Costs:
 - a. Concessionaires continuously occupying space since 1997 and displaying heavy agriculture machinery: \$35 per front foot
 - b. Any new machinery lot concessionaires or returning concessionaires requesting an expansion of front footage beyond any space occupied through 1997: \$85 per front foot.

- c. Machinery Lot - Food: The equivalent of 15% of gross sales or the guarantee amount of \$80 per front foot, whichever is greater.
- d. All outside spaces are required to have a minimum of 15' frontage.

2. Conditions:

- a. All food concessionaires must comply with all the procedural requirements set forth in Section X, Par. 19 of these Rules and Regulations.
- b. Concessionaire must provide their own booth structure.
- c. Temporary structures must meet current building, electrical, sanitation and health codes; certain specifications must be met when building a structure, so please submit drawings or plans for approval in advance of building or placing structure.
- d. Concessionaire is responsible for all internal wiring required to operate and for sufficient, adequately sized cable to reach Fair electrical service panels.
- e. Concessionaire subject to all Commercial Exhibit Rules and Regulations published in this Manual.
- f. Outside exhibit and concession space will be open for setup beginning Monday, July 18 through Wednesday, July 20, setup hours are 8:00 AM to 5:00 PM. Concessionaires are not to set up any displays without checking in with the Concessions Department; all concessionaires must check in by 5:00 PM Wednesday, July 20, or space will be forfeited.
- g. Outside exhibit spaces must be manned and operational as follows:
 - i. Opening Day: Thursday, July 21 12:00 NOON - 9:00 PM
 - ii. Friday, July 22 - Saturday, July 30: 11:00 AM - 9:00 PM
- h. Teardown/Move Out: No removal of items or teardown of booth/stand can begin before 1:00 AM Sunday, July 31 or when the "Big Wheel" on the carnival lot stops turning, whichever occurs first.
- i. All personal items/exhibits must be removed by 5:00 PM, Sunday, July 31. Any items remaining after that time will become the property of The Delaware State Fair, unless prior written approval has been received from The Delaware State Fair.

C. EXHIBIT HALL: Our primary purpose is to focus on educational and commercial exhibits brought by sponsors of the Fair. As a sponsor, this is your best opportunity to contact and influence a wide spectrum of those who attend the Fair from Delaware and surrounding areas.

Sponsors exhibiting in the Exhibit Hall enjoy many additional benefits. The Sponsorship Department will be happy to provide interested parties with a detailed proposal tailored to your budget and needs.

1. Conditions:

- a. Building is climate-controlled and contains restroom facilities.
- b. Basic electric service (120v/10A-single phase) will be provided and charged to each indoor sponsor. If additional electrical service is required, it must be requested on your contract through the Sponsorship Department. If no electrical service is required, sponsors may return Electrical Service Request form indicating waiver of electrical service.
- c. Sponsor is responsible for providing any needed extension cords, tables, chairs or other equipment for booth. Fair provides pipe and drape decoration to separate displays, 8' in rear and 3' on sides, with fronts open.
- d. Sponsor is subject to all Commercial Exhibit Rules and Regulations published in this Manual.
- e. Set-up Times: The Exhibit Hall will be open for set-up on Monday, July 18 through Wednesday, July 20 from 8:00 AM to 5:00 PM.
- f. Commercial Exhibit displays/booths must be manned and operational as follows:
 - i. Opening Day: Thursday, July 21 12:00 NOON - 10:00 PM
 - ii. Friday, July 22 - Saturday, July 30: 11:00 AM - 10:00 PM

- g. Teardown/Move Out: No removal of items or teardown of booth/stand can begin before 1:00 AM Sunday, July 31 or when the “Big Wheel” on the carnival lot stops turning, whichever occurs first.
- h. All personal items/exhibits must be removed by 5:00 PM, Sunday, July 31. Any items remaining after that time will become the property of The Delaware State Fair, unless prior written approval to leave such items has been received from The Delaware State Fair.

D. MARKETPLACE TENT: As with the Exhibit Hall, the primary purpose of the air-conditioned Marketplace Tent is to focus on consumer oriented commercial or educational exhibits. The tent is approximately 200’ x 100’, and houses approximately 96 (10’ x 10’) commercial exhibit spaces.

1. Costs:

- a. Non-food Concessionaires: Each 10’ x 10’ booth space located in the Marketplace Tent is \$1,300.00.
- b. Food Concessionaires: The equivalent of 15% of gross sales or the guarantee amount of \$1,250.00 per 10’ x 10’ booth space, whichever is greater.
- c. All food concessionaires must comply with all the procedural requirements set forth in Section X, Par. 19 of these Rules and Regulations.
- d. Corner locations will be charged an additional \$100.00 each.
- e. All new Marketplace Tent concessionaires will be charged a \$300.00 security deposit. The deposit is to ensure all booths are staffed from 11:00 AM to 11:00 PM daily, open on time and do not close early. If at any time during the ten days any of those conditions are not met, concessionaires will forfeit their security deposit (\$300.00). All decisions are final and are at the discretion of Fair management. Deposits will be refunded by September 1 or may be applied to a deposit for the 2023 Fair.

2. Conditions:

- a. Each 10’ x 10’ booth space includes the use of (1) 15 Amp Residential Electrical Outlet. Concessionaire is responsible for providing their own 14 gauge, 3 prong extension cords and a 15 amp surge protector. Failure to bring proper electrical equipment or use of electrical services improperly causing the response of the electrician to your booth during Fair may result in further actions and charges by the Delaware State Fair.
- b. Concessionaire is responsible for providing any needed tables, chairs, linens or other equipment for booth. Fair provides pipe and drape decoration to separate displays, 8’ in rear and 3’ on sides, with fronts open.
- c. No Concessionaire may erect any structure that exceeds 8’ in the rear of their display area. Management, at their discretion, may request such structure to be removed at Concessionaire’s time and expense.
- d. Concessionaire is subject to all Commercial Exhibit Rules and Regulations published in this Manual.
- e. Set-up times: The Marketplace Tent will be open for set-up on Monday, July 18 through Wednesday, July 20 from 8:00 AM to 5:00 PM. Concessionaires are not to setup any displays without checking in with the Concessions Department; all concessionaires must check in by 5:00 PM Wednesday, July 20, or space will be forfeited.
- f. Commercial Exhibit displays/booths must be manned and operational as follows:
 - i. Opening Day: Thursday, July 21, 12:00 NOON - 11:00 PM
 - ii. Friday, July 22 – Saturday, July 30: 11:00 AM - 11:00 PM
- g. Teardown/Move Out: No removal of items or teardown of booth/stand can begin before 1:00 AM Sunday, July 31 or when the “Big Wheel” on the carnival lot stops turning, whichever occurs first.

- h. All personal items/exhibits must be removed by 5:00PM, Sunday, July 31. Any items remaining after that time will become the property of The Delaware State Fair, unless prior written approval has been received from The Delaware State Fair.

E. THE DELAWARE BUILDING: The Delaware Building is presented by the University of Delaware and primarily designed for use by State and Federal elected officials as well as State and Federal governmental agencies. The building will provide 20 spaces, each approximately 10' x 10' and be open to the public, entering from The Plaza, located between the M&T Bank Grandstand, Exhibit Hall and Dover Building.

1. Cost: Rental for a 10' x 10' space located in the Delaware Building is \$900.00.
2. Conditions:
 - a. Each 10' x 10' booth space includes the use of (1) 15 Amp Residential Electrical Outlet. Concessionaire is responsible for providing their own 14 gauge, 3 prong extension cords and a 15 amp surge protector. Failure to bring proper electrical equipment or use of electrical services improperly causing the response of the electrician to your booth during Fair may result in further actions and charges by the Delaware State Fair.
 - b. Concessionaire is responsible for providing any needed extension cords, tables, chairs, linens or other equipment for booth. Fair provides pipe and drape decoration to separate displays, 8' in rear and 3' on sides, with fronts open.
 - c. Concessionaire subject to all Commercial Exhibit Rules and Regulations published in this Manual.
 - d. Set-up times: The Delaware Building will be open for set-up on Monday, July 18 and Wednesday, July 20, from 8:00 AM to 5:00 PM
 - e. Commercial Exhibit displays/booths must be manned and operational as follows:
 - i. Opening Day: Thursday, July 21, 12:00 NOON - 8:00 PM
 - ii. Friday, July 22 – Saturday, July 30: 12:00 PM - 8:00 PM
 - f. Teardown/Move Out: No removal of items or teardown of booth/stand can begin before 1:00 AM Sunday, July 31 or when the "Big Wheel" on the carnival lot stops turning, whichever occurs first.
 - g. The Delaware Building will be open on Monday, August 1, from 9:00 AM to 3:00 PM for removal of exhibits. All personal items, exhibits must be removed by 3:00PM, Monday, August 1. Any items remaining after that time will become the property of The Delaware State Fair, unless prior written approval has been received from The Delaware State Fair.

VI. REQUIREMENTS FOR THOSE WISHING TO APPLY FOR COMMERCIAL EXHIBIT SPACE

A. SPACE RENTAL APPLICATION

1. For new, first time Concessionaires, please fill out the form completely. Incomplete applications will not be accepted. Applications for new concessionaires MUST include at least three color photos (front, side and rear) of what your concession stand or booth currently looks like when fully set-up or deployed. Photos submitted with your application will be compared to your setup if you are accepted. The submission of these photos is mandatory and the application will not be considered without the accompanying photos. If your actual on-site setup and appearance is different than the submitted photos, the Concessions Manager reserves the absolute discretion to accept or reject the setup including the opportunity to require modifications to meet the Fair's expectations based on the initial photos that were submitted with the application. Any modifications undertaken by the Licensee are at the expense of the Licensee/Concessionaire. If not remedied, Concessionaire may be asked to leave and no refunds will be given. No fees are due at time of application.
2. In the case of a returning concessionaire who has altered a stand/booths outside appearance, the Concessionaire MUST submit new color photos to be reviewed by the Concessions Manager if the stand/booth's outside appearance(s) have been modified since the since the previous year.

B. ELECTRICAL SERVICE REQUEST

1. Complete and submit the Electric Service Request Form included with your contract to specify the electrical requirements for each space you are requesting.
2. All electric service connections will be temporary and are required to be installed and serviced by the Fair's electricians and each connection shall be billed separately based on the current amp service rate card.
3. Any changes to electrical requests made after May 1, 2022 may not be honored and those honored will be assessed an additional \$50 service charge.
4. If the form is not returned, we will assume that no electrical service is required. If you desire electric service, please submit the form with your signed agreement to insure available service. Late electric service requests may be honored at the discretion of the Electric Department Manager.

C. CAMPING SPACE AND PARKING REQUEST FORM

If you are requesting a camping space, return the Camping Space and Parking Request Form included with your contract. If form is not returned, we will assume that no camping space is required. Camping spaces are limited and are filled on a first come, first serve basis. Please submit the camping space request form with your signed agreement.

No campers or motor homes will be permitted in areas other than that designated by The Delaware State Fair, Inc. No tent camping will be permitted. Compliance with these regulations will be strictly enforced and violations may result in expulsion and termination of your license agreement. Campers must provide an approved cord for electrical hookup. No discharge of waste or gray water is permitted. Violators will be fined and expelled.

Concessionaires who are assigned a camping space (Concessionaires' Lot and along Simpson Road) will be permitted to park 1-2 vehicles at or near their assigned camping spot. The number of vehicles able to be accommodated will depend on the size of the lot being assigned. A nearby overflow parking area can be used for a second vehicle if requested. If you would like to park a vehicle near your camper, you must identify your interest by completing a new portion of the Camping Space and Parking Request Form. At check-in you will be issued a Concessionaire's Parking Hangtag that will permit your vehicle's access via Simpson Road and the ability to park at your camping lot or at the nearby overflow lot.

D. STOCK VEHICLE REQUEST

If you need a space for a stock vehicle, return the Stock Vehicle Space Request Form included with your contract. Stock trucks' electrical needs will be assessed according to electrical rate card. If form is not returned, we will assume that no stock truck space is required. Stock vehicle space is limited inside the fairgrounds proper and all requests are filled on a first come, first serve basis.

E. GOLF CART REQUEST FORM

If you intend to use any form of motorized cart (gator, mule, golf cart, etc.) at the Delaware State Fair you must complete the Golf Cart Permit Request Form included with your contract. Upon your arrival, you may not use any golf cart, gator or other similar motorized vehicle without first obtaining and displaying a valid golf cart permit (this includes those days prior to Fair's opening). The operator must possess a valid driver's license and produce it if requested. All persons riding on vehicle must have a seat space. NO hanging, standing, or lap sitting allowed. In order to obtain a permit or permits, submit this form, with proof of insurance (naming The Delaware State Fair as an additional insured), Upon your arrival, your permit must be picked up in the Fair's Administration Building. Approved golf cart operating hours and authorized route map will be made available at the time permit is issued. The first offense will result in a warning. Second or greater number of offenses will result in the revocation of your permit and forfeiture of the fee paid. The offending vehicle must be removed from the fairgrounds. After the first day of fair any golf carts operating without a permit will be charged a \$100 non-compliance fee and the \$300 permit fee.

F. MACHINERY LOT SIGN REQUEST

If you wish to erect or place a sign on or in the grounds, you must complete the Sign Permit Request Form included with your contract. All signs must be approved by the Concessions Manager prior to placement. Any sign erected without prior approval may be subject to removal at concessionaire's expense.

G. ADVANCED ADMISSION TICKET REQUEST

If you would like discounted gate admission tickets for your use or use by your employees during Fair, you should complete the Advance Admission Ticket Request form. By pre ordering using this form, you will be purchasing gate admission tickets at a 50% discount. These passes are for exclusive use of employees and staff of the Concession named on the agreement.

VII. COMMERCIAL EXHIBITOR SELECTION POLICY

- A. Returning Concessionaires:** Prior year's concessionaires are generally extended an invitation to return, so long as they meet the standards established by the Concessions Department. However, participation one year is not a guarantee of future years' participation, nor is any given placement in a given year an indication of future years' placements.
- 1. Ownership Changes:** If ownership interests in a particular stand, company or other type of exhibit change for any reason, Concessionaire must notify the Fair's Concessions Department immediately. A transfer of ownership of a particular business or of any or all pieces of equipment does NOT convey with it any licensed space at the Delaware State Fair. An interest in a license agreement is strictly non-transferrable without the written consent of the Concessions Department. Any request for ownership change will be evaluated by the Concessions Department on a case by case basis.
 - 2. Aesthetic Changes:** We encourage all concessionaires to keep their stands, trailers and displays up to date, current and in a good state of repair. If in the opinion of the Concessions Department, a stand, trailer or display has fallen into a state of disrepair and does not present consistent with the Department's standards, the Department will request the immediate update or repair which must be accomplished before the stand, trailer or display will be permitted to open or re-open as the case may be. Failure to do so will result in revocation of the license agreement and the forfeiture of all monies paid or, in the Concessions Department's discretion, the offending concessionaire may not be invited to return. If significant changes are planned or made, you must notify the Concessions Department immediately, and provide current and updated color photographs of the stand, trailer or display.
- B. New Concessionaires:** Each year, unlicensed spaces will be inventoried and new concessionaire applications will be considered for placement. Despite turnover rates being extremely low, new concessionaires or stands, trailers and displays will be selected based on one or more of the following criteria:
- 1. Product Mix:** The type of exhibit needed to fill the mix necessary for a well-rounded presentation to Fair patrons is analyzed by the Concessions Department. We are constantly on the lookout for offerings that are new and different. In your application, provide as much information about your product offerings and pricing as possible; food concessionaires MUST submit a FULL menu, complete with all pricing. If you are flexible in your offerings, please make that notation on your application so that Concessions Department can determine what offerings are most compatible with the existing offerings.
 - 2. Available Space:** Each concessionaire must fit into our space requirements, whether inside or outside. While we may find a new concessionaire offers a product or service we would like to have in our mix, if the exhibit will not fit into available space, it cannot be accepted.
 - 3. Look and Feel of Exhibit:** Each applicant must include at least three (3) current color photographs of the stand, trailer or display (depicting the front, side and rear as part of the application process. We may reject an application if the aesthetics of the business, in our opinion, are not visually attractive or competitive in appeal with other existing licensees. All trailers, stands or displays must meet commercial grade construction standards. No residential type trailers/campers will be permitted. Applicants are encouraged to submit as many photographs as possible to give the Concessions Department sufficient information to make a determination about their proposed exhibit.
 - 4. References:** Each applicant must supply at least three (3) references from other fairs or festivals that they have played within the past 12 months. The Concessions Department will check references provided by the applicant and Management reserves the right to investigate applicant's participation and reputation at other events and venues not specifically identified in the application.
 - 5. General Criteria:** The Delaware State Fair, Inc. reserves the right to accept or reject any application

it receives for exhibit or concession space based on the selection process criteria, or for any other legal reason it deems appropriate. Any concessionaire current or future which has been suspended, expelled from, or otherwise penalized for violation of contract terms or rules of any other Fair may be denied space at The Delaware State Fair, Inc.

VIII. COMMERCIAL EXHIBITORS' AWARDS PROGRAM

Each year awards are presented to those concessionaires demonstrating professionalism through their space presentation, theme acknowledgement, and enthusiasm their staff shares as part of the Delaware State Fair experience. The following categories are reviewed by a panel of independent judges for consideration:

General Sales – Inside Space
General Sales – Outside Space
Food Concessions
General Manager's Award
Sponsor
Concessionaire 1st Year Award
President's Award

The Delaware State Fair will acknowledge and award those concessionaires who best represent the Fair in a pleasant, courteous and professional manner. The Manager's Award is presented to a concessionaire for outstanding overall presentation. Awards will be presented during the fair to the winners of each respective category.

IX. WHAT TO DO AFTER RECEIVING A LICENSE AGREEMENT

Concessionaires who are invited to return will email their License Agreement for the upcoming year. New concessionaires, when accepted, will receive their License Agreement via email once their assigned space is identified.

A. RETURN SIGNED LICENSE AGREEMENT WITH INITIAL DEPOSIT (Due by November 30, 2021)

Deposit is 10% of the total amount charged for the exhibit space. A copy of the countersigned License Agreement will be returned to you via email for your records. Failure to return the License Agreement with payment on or before the due date(s) will result in the assessment of a late fee equal to 1.5% of any monies due and unpaid. Revocation of the License Agreement and forfeiture of space may occur at The Delaware State Fair's discretion.

B. SEND FINAL PAYMENT TO THE FAIR (Due by April 30, 2022)

Include balance of space payment, as well as any fees not previously paid for all services and permits, (camping, electric, stock, golf cart, gate admission tickets, telephone, etc.). Payments can be made via credit/debit card and ACH transfer authorization via the applicable form initially sent with the License Application or via the Fair's direct-pay portal on the website. If all fees due are not received by the Fair on or before the due date(s) indicated on the contract, your License Agreement may be revoked and your space and funds paid to date shall be considered forfeited.

C. SEND PROOF OF LIABILITY INSURANCE TO THE FAIR (Due by April 30, 2022)

You must submit a Certificate of Insurance reflecting coverages in the minimum amounts of \$1 million dollars (\$1,000,000) combined single limits per occurrence, \$2 million dollars (\$2,000,000) annual aggregate, insuring against claims for bodily injury and property damage naming **The Delaware State Fair, Inc.** as an **ADDITIONAL INSURED**, as specified Section X, Paragraph 51 of these Rules and Regulations. The name on your license agreement and the name on the Certificate of Liability Insurance must match in order to be considered in compliance.

D. SUBMIT REQUIRED LICENSING INFORMATION TO STATE OF DELAWARE

Forms are provided in appendix for your convenience; however, it is up to the concessionaire to ensure that all relevant regulations are followed and all necessary steps are taken for business operation.

1. **ALL SALES CONCESSIONAIRES MUST SUBMIT A TRANSIENT RETAILER BUSINESS LICENSE APPLICATION AND FEE DIRECTLY TO THE DIVISION OF REVENUE.** Do Not Mail To The Fair. (Business license application is included in this document and CANNOT be found in application).
2. **APPLICATION FOR PERMIT TO OPERATE A TEMPORARY FOOD ESTABLISHMENT: (LOCATED IN THE BACK OF THIS MANUAL) REQUIRED FOR ALL FOOD AND BEVERAGE CONCESSIONS.** Failure to submit your Temporary Food Establishment Application by May 30 to the Kent County address on the application may result in not being approved by the State of Delaware Department of Health and Social Services to sell/serve food at the upcoming Delaware State Fair. Failure to secure a TEMPORARY FOOD ESTABLISHMENT permit by opening day and time will result in the revocation of the Commercial Exhibit License Agreement, all monies paid will be forfeited and the Concessionaire will be required to leave the Fairgrounds immediately. It is your responsibility to complete the application and submit it to the Kent County office on or before May 30. As a reminder health permits from other states will not be valid for use at the Delaware State Fair. You must apply to the Delaware Department of Public Health for a Temporary Food Establishment permit. A current application will be sent to you with your annual License Agreement.

X. RULES & REGULATIONS

- 1. 911 ADDRESS SYSTEM** In order to clearly and quickly identify locations upon the Fairgrounds in case of emergency, and to minimize emergency response times, the Fair has worked with various emergency response agencies to implement a 911 address system for all commercial exhibit locations. Each Concessionaire's space/lot will be assigned a unique 911 address number, and each Concessionaire, upon arrival on the Fairgrounds, will be furnished a placard printed with this unique 911 address. This placard is to be displayed in clear public view facing the street on which the Concessionaire's space/lot frontage is located at all times during the conduct of the Fair. The placard may be combined with the Concessionaire ID sign.
- 2. ADMISSION GATE PASSES, CREDENTIALS AND NAME BADGES** Each Concessionaire and their authorized personnel must purchase and use a gate admission pass in order to enter the Fairgrounds any time paid gate hours are in force. No gate admission passes or credentials are issued as part of the Concessionaires' Commercial Exhibit Space License Agreement. Concessionaires must purchase their admission passes through the Fair's Box Office. Discounted gate admission passes may be purchased before and during Fair. Concessionaires and authorized personnel must strictly follow the Fair's policies and procedures relating to same day/night re-admission (hand stamp plus display of previously used gate admission pass/ticket). No refunds will be issued for any unused gate admission tickets/passes that you may have purchased. Concessionaires are encouraged to use a professional looking form of name badge to identify themselves and their personnel while working in or about their space or lot.
- 3. ALCOHOLIC BEVERAGES/TOBACCO PRODUCTS** No alcoholic beverages or illegal substances as defined by Delaware Law are permitted to be brought, consumed or distributed on the Fairgrounds by any Concessionaire, their agents or employees and no Concessionaire shall be permitted on the Fairgrounds if they are intoxicated or under the influence of an illegal substance. No forms of tobacco or vaping products are allowed to be sold on the Fairgrounds.
- 4. APPROVAL OF LICENSE AGREEMENT** The License Agreement is not approved until the License Agreement is signed by the General Manager of the Fair.
- 5. APPROVAL OF MATERIALS BY FAIR** The Fair reserves unto itself the unilateral right to approve and or reject any and all Concessionaires and exhibits which includes the type, nature, manner, size and language used in or on a trailer, booth or display. And to approve any and all signage, brochures, pamphlets or other literature to be utilized in said trailer, booth or display. The License Agreement may be terminated at any time by the Fair if the Concessionaire utilizes the Fairgrounds for a purpose different from those listed on page one of the Commercial Exhibit Space License Agreement. In addition, Concessionaire recognizes and acknowledges the unique reputation of the Fair in the Del-Mar-Va community. The Fair is dedicated to the production and presentation of wholesome, family entertainment. Concessionaire grants to the Fair the sole and unilateral right of approval for any performance, exhibition, exhibit, brochure, pamphlet, signage, other literature and entertainment to be offered under the License Agreement and the Concessionaire agrees that no such activity or part thereof shall be given or held if objected to by the Fair, regardless of any prior contractual obligations or monies paid by Concessionaire for such performance, exhibitions, etc. Concessionaire expressly waives any and all damages against Fair by reason of its termination of the Commercial Exhibit Space License Agreement or disapproval of any performance, exhibit, etc. pursuant to this provision.
- 6. ATTORNEY'S FEES** Any reference to attorney's fees in the License Agreement applies only to the indemnity given by Concessionaire to the Fair and not to any other term, provision and condition hereof.

- 7. AUDIO AND/OR VISUAL EQUIPMENT** If audio and/or visual equipment (Sound systems, loudspeakers, amplifiers, radios, broadcasting devices, music systems, instruments and video equipment – screens and monitors) is used they must run without lecture or speaker noise reaching beyond ten (10) feet of the contracted exhibit space and video screens must be placed in the contracted exhibit space so that spectators watching them will not block the aisle or walkway. In addition, no sound may be amplified by and Exhibitor, which can be heard clearly more than ten (10) feet from the contracted exhibit space.
- 8. BACKDROPS/DIVIDERS REQUIREMENTS** Spaces located in the Marketplace Tent and Delaware Building will be furnished with drapery dividers; backdrops no higher than eight (8) feet in height are permitted (unless pre-approved by Management) and in most instances are supplied by the Fair. All backdrops and side dividers must be designed that any part exposed to view, inside, outside, or from the rear, must have a finished appearance. All booth materials used by the licensee must be fireproof. Waivers from these guidelines will be considered on a case by case basis and may be approved by the Concessions Manager when deemed appropriate and necessary. Only written requests directed to the Concessions Manager will be considered.
- 9. BALLOONS, STICKERS, ETC.** No stickers or balloons shall be used or distributed (sold or given away) in and from the stand, trailer or display and are considered strictly prohibited. Waivers from these guidelines will be considered on a case by case basis and may be approved by the Concessions Manager when deemed appropriate and necessary. Only written requests directed to the Concessions Manager will be considered.
- 10. BINDING EFFECT** The License Agreement shall be binding upon and inure to the benefits of the parties hereto and their respective successors in interest and/or assigns.
- 11. CAMPING ON THE GROUNDS** Concessionaire camping area permits are available for purchase from the Concessions Department. These permits will be issued once the Concessionaire has completed the necessary forms and payment in full has been made, on a first-come, first-served basis. Concessionaires are asked to complete the necessary Camping Request form and to tender associated fees and payments with final payment due on or before April 30. Once issued, the camper(s) lot will be assigned. Concessionaire vehicles parking in improper areas will also be towed at the owner's expense.
- 12. CANCELLATION AND TERMINATION** The License Agreement shall terminate and all rights and privileges hereunder shall cease immediately upon the conclusion of the term referenced on page 1 of the License Agreement. The License Agreement shall also terminate upon default by the Concessionaire which shall be defined as the Concessionaire's failure to promptly and timely pay any and all sums due and/or abide by the other terms, provisions and conditions of the License Agreement and the Rules and Regulations. A default of one provision shall be considered the default of the entire License Agreement. In the event of a default, all monies paid by the Concessionaire shall be forfeited and considered non-refundable. Upon cancellation or termination, Concessionaire shall not be entitled to utilize the exhibit space set forth hereinabove for the term period provided herein regardless of efforts, costs, expenditures or arrangements made by the Concessionaire to avoid the cancellation and/or termination.
- 13. CANCELLATION BY THE FAIR** The Fair reserves the unilateral right to cancel the License Agreement for the public good or for events including, but not limited to acts of God, fire, flood, natural disaster, a threat of or a tropical storm, a threat of or a hurricane, inclement weather, war or threat of war, acts or threats of terrorism, civil disorder, unauthorized strikes, governmental regulation or advisory, recognized health threats as determined by the World Health Organization, the Centers for Disease Control, or local government authority or health agencies (including but not limited to the health threats of COVID-19, H1N1, or similar infectious diseases), a pandemic, curtailment of transportation facilities, or other similar occurrence beyond the control of the parties. In addition, The Fair reserves the unilateral right to cancel

this event in the event of any request by any Federal, State or County agency in the event of a natural disaster or other emergency as determined in the sole opinion of the Fair, or in the event of any request by a Federal, State, or County governmental agency for use of the Fairgrounds. Under such circumstances, it is understood and agreed by the Concessionaire that its rights hereunder are subordinate and inferior to the right of use by any Federal, State, or County governmental agency or department, in which case any funds paid by the Concessionaire for unused days, less actual expenses necessarily incurred by the Fair in connection with the Event so cancelled, will be refunded without penalty. Upon such cancellation, the Concessionaire agrees not to re-enter the Fairgrounds, or move any of its personal property, if such may pose additional risks to persons or property in the sole discretion of the Fair. Should the Fair exercise its rights to cancel the License Agreement, Concessionaire agrees to forego any and all claims for damages against the Fair and further agrees to waive any and all rights which might arise by reason of the terms of the License Agreement and the Concessionaire shall have no recourse of any kind against the Fair.

- 14. CHARACTER OF EXHIBIT** The Fair reserves the right to decline or prohibit any exhibit, or part or element thereof, which in its sole opinion, is not identical to the picture and/or description on the application submitted or is not suitable for adults and children of all ages. This reservation includes, without limitation, persons, things, conduct, printed material, electronic displays, souvenirs, catalogs, merchandise, music, costumes, signage and all other such things. Any items construed, in the sole opinion of the Fair, as a weapon (Chinese stars, brass knuckles, knives, etc.) or a nuisance (laser pointers, pepper spray, stink bombs) or offensive (Confederate items, etc.), are prohibited. No roving concessions or exhibits are permitted, and no agent, employee, volunteer, or other representative of Concessionaire shall be permitted to roam about the Fairgrounds as part of the exhibit or concession. Other prohibited exhibits include the sale of permanent tattoos, body piercing, and pornographic materials.
- 15. CIVIL RIGHTS** Concessionaire agrees not to discriminate against any employee or applicant for employment or patron because of race, religion, creed, national origin, disability, gender, age and sexual orientation and further agrees to likewise not discriminate for those same reasons against any person relative to admission, services or privileges offered to or enjoyed by the general public, and to be in compliance with the Federal and Delaware Civil Rights Acts.
- 16. COMMISSARY SUPPLY PRIVILEGES** The Fair has non-exclusive supply contracts with certain purveyors offering convenient on-site delivery of such items as ice, meat, propane gas and other food and merchandise for the purpose of maintaining quality food and beverage products on the Fairgrounds. The names and phone numbers of these purveyors are identified each year by the Fair and made available to all Concessionaires. Please consider purchasing from these purveyors. Any use of Exhibitor Parking or Stock Truck passes by unlicensed purveyors is strictly prohibited.
- 17. COMPLAINTS** All complaints by Concessionaire or its agents, including, without limitation, those relating to the License Agreement, the Fair's policies, the Fair's officers, directors, employees, or personnel, or the Fair's other Concessionaires, shall be in writing, signed and promptly and immediately sent to the attention of the General Manager at the Fair office.
- 18. COMPLIANCE WITH LAWS, RULES AND REGULATIONS** Concessionaire hereby specifically agrees to comply with all applicable, Federal, State and local laws, ordinances, rules, regulations, statutes and policies including these Rules and Regulations promulgated by the Fair, as amended from time to time. Concessionaires shall specifically comply with the provisions of the Federal Americans with Disabilities Act, Delaware Accessibility Code, and all relevant health and fire codes, and all trademark, copyright and other intellectual property laws, including those pertaining to music licensing and apparel. Such laws, ordinances, statutes, rules and regulations are expressly made an express part of your License Agreement.

19. CONCESSIONAIRES ON PERCENTAGE SALES All food and beverage concessionaires agree to pay 15% percent of their daily gross sales or the guarantee amount as stated on their License Agreement, whichever is greater, in addition to any other amount indicated in the License Agreement. "Gross Sales" means the total amount of all revenue received from the sale of food and drink products inclusive of the Fair-issued meal tickets and Harrington Raceway and Casino employee food purchases. Concessionaire agrees that the Fair may, from time to time, and at any time, audit the operation of the Concessionaire, including all cash receipts, credit/debit receipts, Fair meal tickets, and Harrington Raceway and Casino employee purchase ledger for purposes of confirming the accuracy of all reports of gross sales as required under the License Agreement. All sales reports and payments must be made by the Concessionaire, prior to the opening of that exhibit or concession on the next day.

Failure to comply with these financial reporting procedures will be considered a violation of the License Agreement. Upon being advised of a violation, Fair management will be called upon to review the problem and resolve the matter. Violations will be taken into consideration when issuing contracts for the following year, or such violation may result in the immediate cessation of the right and privilege to do business on the fairgrounds.

A. Food and Beverage Concessionaires: All food and beverage Concessionaires must supply and use a Fair approved cash register or accounting system (i.e. point of sale) to record all sales transactions, including cash, credit/debit, HRI approved food purchases and Fair issued meal tickets. All POS systems and registers must be inspected by Concessions staff. The number of devices/registers will be identified and noted on your Daily Reporting Form. In order to keep accurate records, each cash register or point of sale system must be capable of the following:

1) Cash Registers

- a. All cash registers must have either dual or readable tape functionality. All cash registers must be capable of printing a transaction receipt and all customers regardless of the method of payment must be given a printed receipt.**
- b. Transaction total display viewable by the customer (pivot display design suggested)
- c. Continuous Grand Total
- d. Cumulative "Z" Counter
- e. Daily z-tape must be presented for every register (even those with no transactions on any given day)
- f. "X" Readings
- g. 30-Day Back Up Battery
- h. "Current" Printed Date and Time on Detail Tape
- i. Key Protector
- j. Cash Drawer must be linked to the register and automatically open and close with each transaction
- k. Price Look Up (PLU) or Preset Keys for each product sold

2) Point of Sale system (Square, Clover or other Delaware State Fair approved system)

- a. All devices will be provided a name specific to The Delaware State Fair.**
- b. Each point of sale terminal must be capable of printing a receipt and all customers must be given a receipt.**
- c. If you do not have a printer for the POS device, capable of giving customer receipts and use a cash register for cash, all credit transactions must be rung into the cash register as CREDIT and a receipt given the customer.**

- d. Any discrepancies in the POS reporting system for CREDIT and the amount run in the cash register for CREDIT will be rectified by using the larger of the two numbers. No adjustment will be made in the CASH amount for the overage or shortage.
- e. Individual Daily Sales Report by device and ALL devices reports must be presented daily (even those with no transactions on any given day).
- f. The daily sales report must be segregated by cash sales and credit/debit card sales.
- g. Cumulative summary report.
- h. Product daily journal upon request.
- i. Cash Drawer must be linked to the register and automatically open and close with each transaction.
- j. Preset keys for every item
- k. Forward facing customer display.

Should your register or Point of Sale device or system fail to work properly or quit working, the Concessions Manager must be notified immediately.

3) Daily Sales Reports for Cash Registers

You are required to maintain a daily record of all gross receipts derived from your operation. This record shall be made available to the Fair at any time during the Fair. Daily sales report forms will be provided at check-in. The report form compiles sales data from all registers and devices at each stand. Daily "Z" reports will be required that give a breakdown and accounting of all sales activity for each day. Please check the status of the receipt and journal tapes prior to a "Z" out to make sure you do not lose any daily sales information due to lack of register tape. Attach the "Z" tape to the daily sales report so the Fair staff can double-check your figures. When changing journal tapes, the used tape must be kept on grounds during the entire Fair. The previous day's daily sales report together with an approved "Z" tape report must be turned in to the Concessions Cashiers Office in the Administration Building between 8:00 AM and 12:00 noon daily. Only complete daily sales reports will be accepted. Please allow enough time so that any questions concerning sales sheets or other issues can be addressed. Once your sales figures are approved and calculated any amounts due must be paid to the Concessions Cashier. We will maintain a continuous running total of your sales. A copy of which will be available upon request from the Concessions Cashier. Anyone requesting the return of their "Z" tapes must submit the request prior to the last day of Fair. A Fair-issued daily sales report accompanied by a Z tape must be submitted for each register.

4) Daily Sales Reports for POS Systems

You are required to maintain a daily record of all gross receipts derived from your operation. This record shall be made available to the Fair at any time during the Fair. Daily sales report forms will be provided at check-in. The report form compiles sales data from all registers and devices at each stand. Daily sales reports will be required that give a breakdown and accounting of all sales activity for each day for each device.

Each morning, the previous day's daily sales reporting form and the previous days POS-platform (i.e. Square or Clover) report by device and all devices report must be turned in to the Concessions Cashier Office in the Administration Building between 8:00 AM and 12:00 noon daily. Those Concessionaires operating a POS system

(Square/Clover) will have access to a specific Concession clerk. Usually these transactions take less time to reconcile on a daily basis and you will be given priority during the settlement process. Please allow enough time so that any questions concerning your sales can be addressed. Once your sale figures have been accepted, the amount due is then calculated and that amount must be paid to the Concessions Cashier. We will maintain a record of your continuous running total of gross sales for each device during Fair, a copy of which will be available upon request from the Concessions Cashier. Anyone requesting the return of their daily sales reports by device must submit the request prior to the last day of Fair. A daily Fair-issued sales report accompanied by a POS-platform generated sales report (i.e. Square or Clover) must be submitted for each device.

5) Daily Sales Reports for Hybrid Systems Stands

If you use both registers and POS systems in the same stand, you are required to maintain a daily record of all gross receipts derived from your operation. This record is to be available to the Fair at any time during the Fair. Daily sales report forms will be provided at check-in. The report form compiles sales data from all registers and devices at each stand. Daily "Z" reports and POS-platform generated sales reports by device will be required that give a breakdown and accounting of all sales activity for each day for each device. Please check the status of the receipt and journal tapes prior to a "Z" out to make sure you do not lose any daily sales information due to lack of register tape. Attach the "Z" tape and POS-platform generated daily sales report by device to the Fair-issued daily sales report form for submission to the Concessions Clerk. When changing journal tapes, the used tape must be kept on grounds during the entire Fair.

The previous day's daily sales reporting form together with an approved "Z" tape report and the POS-platform generated daily sales report by device must be turned in to the Concessions/Cashiers Office in the Administration Building between 8:00 AM and 12:00 noon daily. Only complete daily sales report forms will be accepted. Please allow enough time so that any questions concerning sales sheets or other issues can be addressed. Once your sales figures are approved and calculated any amounts due must be paid to the Concessions Cashier. We will maintain a continuous running total of your sales for each register and device, a copy of which will be available upon request from the Concessions Cashier. Anyone requesting the return of their "Z" tapes and/or POS-platform generated sales report (i.e. Square or Clover) must submit the request prior to the last day of Fair. A daily Fair-issued sales report accompanied by a register Z-tape and POS-platform generated sales report (i.e. Square or Clover) must be submitted for each device.

6) Register and POS Device Enrollment and Tagging

The Concessions Cashier will inspect each stand's register(s) and/or POS system (Square or Clover) prior to the commencement of Fair. Staff will record the number of registers and POS devices per stand. All registers (including backups) model and serial numbers will be recorded and listed on the Daily Sales Reporting Form. Sales records for every register/POS system must be turned in daily, even those with no sales for the day. Each POS device will be given a specific name. The device name will be at the top of the POS daily sales report. Upon enrollment, staff will run an "X-tape" for all enrolled registers which indicate the current cumulative grand total. This procedure will help eliminate any confusion for Concessionaires with multiple stands and more than one register in any stand. Once it is approved for use, each register and POS

device will be tagged and that tag must remain on the register or device for the duration of Fair. No register or POS device can be used until it is enrolled and tagged. The Concessions Cashier will set up an appointment with you for the enrollment and tagging process.

7) Receipts

All Food and Beverage Concessionaires MUST issue a sales receipt to the customer for each transaction. The receipt must be handed to the customer after every transaction and includes all cash, credit/debit cards, HRI approved food purchases and Fair issued meal tickets transactions. This procedure is mandatory and Concessionaires should not ask the customer if they want decline the opportunity to receive a receipt. Failure to issue receipts may result in the Concessionaire being required to issue a refund for the transaction for which the receipt was not issued. If you are not able to print receipts due to hardware issues, the register/POS terminal must be put out of service until such time as a receipt can be printed. It is your responsibility to notify the Concessions Staff immediately of any receipt printing issues. Noncompliance with this receipt issuance requirement may result in the non-renewal of the license agreement and/or removal from the grounds and forfeiture of all fees paid.

8) Register and POS Operation

Concessionaires must program their cash registers and POS devices with either PLUs (price lookup keys) or programmable keys for each product on their menu. Entering sales amounts not associated with a programmed product key is not permitted. Register keys may not be left in the register or in the drawer of the register and must only be accessible by a manager. The “no sale” key must be active and recorded to the “Z” report and POS daily sales report by device. Registers and POS systems that record “no sale” transactions will not be approved.

9) Recording Method of Payment

All registers and POS systems must be setup to record methods of payment as either: (1) Cash; and (2) Credit/Debit. All HRI approved food purchases and Fair issued meal tickets transactions are to be rung up as “Cash”. Cash and credit/debit cards must be shown separately on all Z tapes and POS-platform issued daily sales reports by register or device. Credit/debit transactions should not be entered as cash sales. If a hybrid system comprised of a register and POS without receipt printing capability is used, all credit/debit transactions processed on the POS must be re-entered into the register under the credit/debit method of payment key. The total credit/debit on the POS platform issued sales report by device will be compared to the total credit/debit method of payment total on the cash register on the cash register “Z” reports. In the case of a discrepancy between the credit/debit totals on the register’s Z tape and POS platform issued sales report, the larger of the two figures shall be used for settlement purposes.

B. Non-Food Concessionaires:

There exist classes of commercial vendors that sell services or experiences that require a payment of commission of 15% of sales against a guarantee rental amount. Requirement for daily accounting using forms prepared and promulgated by the concessions department.

1) Daily Sales Reports

You are required to maintain a daily record of all gross receipts derived from your

operation. This record shall be made available to the Fair at any time during the Fair. Daily sales report forms will be provided at check-in. Non-food percentage concessionaires must bring in a Z-tape or approved method of accounting every morning between 8:00 AM and 12 noon to the Administration Building. Each day, concessionaires will receive an updated copy of their 2022 daily reporting form that incorporates the sales from the previous day.

Once your reported sales reach the point that your deposit has been reduced to \$0, you will need to settle with the cashier by paying the 15% due each day. By reading your daily report you can tell when that will probably occur so please bring enough cash with you so that you can pay your bill at the same time. Each day, concessionaires will receive an updated copy of their 2022 daily reporting form that incorporates the sales from the previous day.

The final day of sales activity shall be closed out in the Concessions/Cashiers Office starting 11:00PM and will run through 2:00AM Sunday morning. Any vendor who has not performed his/her final settlement with the Concessions Cashier by 2:00AM Sunday morning will not be permitted to return to the Delaware State Fair. The Concessions Cashier will not be open for business on the Sunday after Fair.

20. CONCESSION SIGNS Concessionaires may not advertise or distribute information about anything other than the products/services that are specifically approved and indicated on the License Agreement; nor is any Concessionaire allowed to advertise or promote products or services at any Fairground location other than the individual licensed space or lot. All outside or exterior Concessionaire signs, other than menu signs, must be approved by Concessions Manager for content, size and placement location. No sign may be placed on or in the ground without prior written approval of Concession Manager. The Sign Permit Request Form must be submitted with contract and approved before placement. Sign size is limited to 2' x 4' and must be printed on both sides. Management reserves the right to remove any sign that does not meet the requirements or has not received prior approval. Concessionaires selling food, drinks or merchandise must have price signs reflecting prices of all Fair approved sale items posted in prominent locations when the event opens and they must remain on display throughout the duration listing all prices in letters and numbers in size and height capable of being read by the public when standing outside the booth or business location. No hand written signs are allowed. All booths or sites must have an identification sign posted in the location as directed by Fair Management with the concession, exhibit, or company name as it appears on the License Agreement, the Concessionaire ID number and 911 street addresses. The Fair will supply one identification sign for each location.

21. CONSTRUCTION OF LICENSE AGREEMENT Each party has relied upon its own examination of the License Agreement and the advice of its own counsel and other advisors in connection with the License Agreement. The License Agreement was negotiated at arm's length. Thus, the License Agreement shall not be construed more strictly against the Fair notwithstanding that it has been drafted by the Fair and the Fair's counsel. Furthermore, the money, property, insurance or services which are the subject of the License Agreement are for commercial purposes and not for personal, family or household purposes.

22. COUNTERPARTS AND DUPLICATE ORIGINALS To facilitate the execution of the License Agreement, any number of counterparts of the License Agreement may be executed and delivered in paper format or electronically. It shall not be necessary that each party's signature appear on each counterpart, but it shall be sufficient that each party's signature appear on one or more of the counterparts. Each of the counterparts shall be considered an original and all of them, together, shall constitute one and the same instrument. Any number of duplicates of the License Agreement may be executed and delivered, each of

which shall be considered an original.

- 23. DEFACEMENT OF FACILITY/PROPERTY** Concessionaire shall not move, relocate, injure, mar, nor, in any manner, deface said Fairgrounds or any equipment contained thereon: and shall not cause or permit anything to be done whereby the Fairgrounds property or equipment thereon shall be in any manner moved, relocated, injured, marred or defaced; and Concessionaire shall not drive or attach nails, hooks, tacks, staples, screws, adhesive tape of any kind to the walls, ceilings or floors of any Fair building or equipment contained therein and will not make, nor allow to be made, any alterations of any kind to said buildings, property or equipment contained therein. Any violation will subject Licensee to a \$500.00 cleaning fee per location.
- 24. DELIVERIES AND SHIPMENTS** Unless otherwise directed in writing by Licensee, prior to July 18, the Fair is hereby authorized to accept deliveries (by US mail, parcel delivery service or common carrier) on behalf of Concessionaire starting three (3) days prior to the first day of Fair, further subject to the following provisions: Notwithstanding anything contained herein to the contrary, the Concessionaire, at all times, assumes the risk of loss of all shipments delivered to the Fair and releases the Fair of any responsibility for the receipt and safe storage of said shipments. The Concessionaire expressly waives any and all liability and responsibility for loss or damage caused to any shipment against the Fair regardless of the care or, lack of care, exercised by the Fair or its officers, agents or employees in handling or delivering the shipment. No bailment is created by shipment and delivery of any goods to the Fair. The Fair reserves the right to impose a handling and storage charge for any large, unusual or any other delivery which requires, in the Fair's sole opinion, extraordinary time and effort. All deliveries must be plainly marked with the name of the Concessionaire as shown on your License Agreement, and addressed to the physical shipping address (c/o The Delaware State Fair, 18500 S. DuPont Highway, Harrington, DE 19952) or the mailing address (P.O. Box 28, Harrington, DE 19952-0028). For ease of identification, Concessionaires are urged to insure that their Delaware State Fair issued License Agreement number shown on page 1 of your License Agreement appears on the shipping label or shipping box itself. Concessionaires must pick up their shipments at the parcel depot or warehouse located west of the Administration Office. There will be no re-delivery of packages or parcels to the Concessionaire's lot, space or booth by the Fair. Days and hours of operation will be posted at the warehouse. No COD deliveries will be accepted by the Fair. No shipments will be accepted after the Fair is over. It is your responsibility to arrange for pickup and be onsite until the merchandise is picked up after the close of Fair. The storage manager must be notified in advance of any pickups after the close of Fair and the pickup form must be completed for each pickup noting the number of boxes, approximate dimensions and weight, contents, carrier/shipper and order or pickup number. The Delaware State Fair will not be available to assist with any shipments or accept any responsibility for lost or damaged merchandise after the close of Fair. All unclaimed shipments as of the close of Fair shall be disposed of without liability to the Concessionaire or shipper.
- 25. DELIVERY HOURS** One week prior to the commencement of the Fair, operating hours of the parcel/package depot shall be posted and all Concessionaires are encouraged to apprise themselves of these operating hours. It is the sole responsibility of the Concessionaire to make certain, after commencement of the Fair, that they have someone available to retrieve any and all shipments at the package depot. The Fair is not responsible for any parcels left on the Fairgrounds and is not responsible for notifying the Concessionaire of its arrival although reasonable and best efforts will be made to provide such notification.
- 26. DELAWARE BUILDING ELIGIBILITY** Only applicants representing a State or Federal Agency, those representing an educational institution, or those currently holding an elected office of the State of Delaware or of the United States shall be eligible for consideration for space within the Fair's Delaware Building subject to approval by the Fair.

- 27. DELAWARE LAW** The License Agreement shall be considered to have been made and executed in Harrington, Delaware, and shall be interpreted, construed and enforced in accordance with the laws of Delaware and no other.
- 28. DEPENDENCE OF COVENANTS** The covenants contained in the License Agreement regarding performance by Concessionaire shall be construed as dependent covenants. Default of one shall be deemed absolute whether substantial performance has occurred with regard to all or any other covenants herein.
- 29. DESIGNATED BOTTLER** All Concessionaires selling bottled water, juices, sports and energy drinks and soft drinks (bottled or fountain) must stock and use the designated bottler's products only. Maintaining a good rapport with the designated bottler (one of the Fair's major sponsors) is extremely important to the Fair. The designated bottler provides a significant amount of resources in managing our recycling effort throughout the grounds in addition to providing advertising and marketing strategies to bring guests to your business. Please plan to purchase all beverage products, syrup, CO2 and cup products from the designated bottler. No menu boards, signage, logo cups or other promotional materials should feature the name or logo of any other bottler except for the Fair's designated bottler, as this is an exclusive designation, any violations will subject the Concessionaire removal from the grounds. The Delaware State Fair designated bottler through the 2027 Fair is Pepsi. If you have other signage, logos, cups, etc that are not Pepsi, it is your responsibility to contact the local Pepsi representative prior to Fair and get those items rebranded once you arrive at the Fair. Fair Management will make periodic, unscheduled on-site visits to verify compliance.
- 30. DISPLAYS AND DECORATIONS** All Concessionaires may equip their exhibits with display material and equipment, furniture, lamps, potted plants, flowers and special set pieces, provided that they are visually appealing and in keeping with the general decorative scheme. Concessionaire also shall not use, store or permit to be used or stored in any part of the fairgrounds covered by the License Agreement any substance or thing prohibited by law, ordinance or standard policies of fire insurance companies operating or insuring in the State of Delaware. No explosives and/or flammable substances including, but not limited to, turpentine, benzene, naphtha, gasoline or other such substances shall be placed in or on Fairgrounds. LP gas tanks used for cooking must be placed outside any Fair building and must be placed and stored in full compliance with State of Delaware Office of The Fire Marshal rules and regulations. It is further agreed that no flammable materials such as bunting, tissue paper, crepe paper and any others will be permitted to be used as decorations and decorative materials unless they are treated with flame proofing and are approved by the Office of the Fire Marshal of the State of Delaware. The Concessionaire shall not permit any exhibit or component thereof to be placed or operated in any manner objectionable, in the opinion of the Fair, or its duly authorized agent, to adjacent or surrounding Concessionaires. No items may be attached to sprinkler heads or pipes in buildings. No exhibit or Concessionaire shall occupy any more space than allotted and, shall not obstruct the flow of patrons through the aisles or other passageways. No nails may be driven into any walls of the Fair. The cost for any repairs necessitated by Concessionaire's violation of these Rules and Regulations will be the responsibility of the Concessionaire.
- 31. DISPUTE RESOLUTION** This Agreement and all questions arising hereunder shall be governed by, and construed in accordance with, the laws and decisions of the State of Delaware without giving effect to the principles thereof relating to conflicts of law. Each of the parties hereto (a) irrevocably agree that the Superior Court of The State of Delaware (Kent County) shall have sole and exclusive civil jurisdiction over any suit or other proceeding arising out of or based upon this Agreement; and (b) submits to the venue and jurisdiction of said Superior Court of the State of Delaware; and (c) irrevocably consents to personal jurisdiction by such court.

32. DRAWINGS AND RAFFLES No Concessionaires will have the right to conduct any drawings or raffles for any form of paid compensation. Concessionaires must provide the Fair with the names of all drawing and raffle winners. In no case may the Concessionaire use the name of the Fair or the name of any Event visitor in any program, brochure or other printed material or pictures. Gathering of signatures or other personal information is not permitted from anywhere outside the exhibit space.

33. EFFECTIVE DATE The effective date of your License Agreement shall be the date on which the last one of the Fair's representative and the Concessionaire's representative executes your License Agreement.

34. ELECTRICAL CONNECTIONS All electric service connections will be temporary and are required to be installed and serviced by the Fair's electricians and each connection shall be billed separately based on the current amp service rate card. Each indoor Concessionaire will be furnished access to basic electric service (110/120v, 20 amp, single-phase service, one (1) single outlet) for which the minimum \$130/location charge will apply, unless the electric fee is included in your booth space contract. Any increase in service requirements beyond this basic service will result in charges according to a utility rate card published by the Fair each year. All outdoor Concessionaires will be charged a fee based on the electrical service requested. A minimum fee of \$130/location will be assessed to all outdoor Concessionaires for 120v/30 amp and lesser service. Single phase 240v, 30 – 150 amp service is priced in accordance with a utility rate card published by the Fair each year. All Concessionaires are requested to complete, sign and submit an Electrical Service Request Form in order to confirm all their electrical needs. All electrical service charges will be computed based on the completed forms and these charges will be due with the Concessionaire's final payment due hereunder. Any electrical service requests or changes submitted or made after May 1 will be assessed an additional \$50 administrative fee. Concessionaire is responsible for all internal wiring required to operate, and for sufficient, adequately sized cable at least 100 ft. long to reach Fair electrical service panels. Before setting up concessions/exhibits, Concessionaire must check with the Concessions Manager for proper location. The Fair does not assume responsibility for electrical failures of any kind or liability for costs and/or damages related to electrical failures, including but not limited to, damages to equipment or property caused by drops or increases in power supply, low voltage or power surges, loss of profits or revenue, loss of equipment use, cost of capital, cost of temporary equipment (including additional expenses incurred in using existing facilities) claims of customers of the Concessionaire, or for any special, indirect, direct, incidental or consequential damages due to interruption or fluctuation in electrical service on the fairgrounds.

35. ENTIRE LICENSE AGREEMENT All terms and conditions of the License Agreement shall be binding upon the parties, their heirs, and representatives and cannot be waived or modified by any oral representation or promise of any agent or other representative of the parties hereto unless the same is in writing and signed by the duly authorized agent or agents who executed the License Agreement. Such written document must be incorporated by specific reference therein as a part of the License Agreement. Neither party may rely on any oral representations and must look solely to the terms of the License Agreement. Furthermore, Concessionaire agrees that, notwithstanding the possibility of significant damages to Concessionaire in the event the Fair exercises its unilateral right of cancellation and termination as provided herein, and the right to retain the deposit and other monies, and other rights under the License Agreement, the Concessionaire agrees to the terms contained herein and executes the License Agreement voluntarily and freely. The License Agreement constitutes the entire agreement and understanding between the parties, whether oral or in writing, as to the subject matter hereof. Any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force or effect.

36. EXHIBIT MAINTENANCE All exhibits are to be professionally-built displays kept in a good state of repair and cleanliness. Concessionaires are required, at all times, to keep their exhibit space clean, sanitary and free of trash, paper, or refuse of any kind which shall be disposed of in a manner indicated or designed by the Fair.

Concessionaires in buildings and tents shall place trash in aisles after closing each day, otherwise in designated receptacles. Outside concessionaires are required to maintain under and within a ten-(10) foot radius of their exhibit and to keep them clean and sanitary at all times and free from any hazards which may cause damage to property or injury to persons such as tripping hazards, etc. Outside Concessionaires are required to have storage areas, holding tanks, hitches, tent stakes, garbage cans and any other items deemed, in the sole opinion of the Fair, to be visually objectionable, screened from public view. Landscaping to enhance the presentation is encouraged. All stands are required to have proper skirting (in the case of a trailer skirting must extend to the ground on all sides visible to the general public).

- 37. EXHIBIT SIZE AND PLACEMENT** Each Concessionaire must license sufficient space to contain entire exhibit placed upon the Fairgrounds and all operations thereof, including the space required for the opening of all awnings, hitches, windows, stakes, guy wires, tie-downs or other components, as well as sufficient space for personnel access to all sides of installed exhibit components. All outside spaces are required to have a minimum of 15' frontage. Any Concessionaire exceeding space allotted by Fair as described in the License Agreement will be required to purchase additional space, in five-foot increments, at the prevailing rate to contain entire exhibit. If additional space is not available in the vicinity of the Concessionaire's original location, the Concessionaire will be moved to an area that will accommodate all the dimensions and operations of Concessionaire's display. If space is not available elsewhere on the Fairgrounds, Concessionaire will be deemed to have forfeited his space and deposits for that particular year's Fair. Concessionaire further agrees that all portions of sidewalks, entries, floors, passages, halls, corridors, stairways and ways of access to public facilities shall be kept unobstructed and safe by Concessionaire and shall not be for any purpose other than ingress or egress and all electrical panels and doors as well as all safety/emergency exits shall not be obstructed in any way.
- 38. EXHIBIT SPACE** Concessionaire agrees that the License Agreement is revocable, limited and non-exclusive. The parties hereto agree that Concessionaire's rights hereunder shall not be construed as a lease, easement, or other interest in the property of the Fair. The Fair reserves the right, in its sole discretion, to accept, to reject, to move, reposition or exclude any exhibit or Concessionaire as it deems necessary during the term of the License Agreement.
- 39. FAIR'S RIGHT OF ENTRY** Duly authorized representatives of the Fair, such as its Directors, Officers, employees or other agents, may enter the area utilized by Concessionaire, at any time and occasion. Concessionaire hereby waives any and all claims for compensation for any and all loss or damages sustained by reason of interference by any public agency or Fair official in the Concessionaire's operation; however, such interference shall not relieve Concessionaire from any obligations hereunder.
- 40. FIDUCIARY DUTY** The parties to the License Agreement specifically intend that neither the License Agreement nor any course of dealings between them shall create fiduciary obligations. Nothing contained in the License Agreement, and no course of dealings between the parties, shall be construed as establishing a partnership, joint venture or agency between the parties. The rights, duties and obligations of the parties are to be controlled exclusively by the License Agreement. Any obligation or covenant of good faith and fair dealing, whether express, implied-in-fact or implied-in-law, is intended to be contractual only. The License Agreement was negotiated at arm's length. There is no "special relationship" between the parties. Neither party is or has been influenced or dominated by the other. Each party places in the other the trust and confidence that reasonable strangers dealing at arm's length in business relationships would place in one another. Neither party reposes special or extraordinary trust in the other. Each party to the License Agreement represents that it is an independent, experienced and sophisticated business entity. Each party conducts its own investigations and obtains its own information about business transactions. Each party relies wholly on its own counsel and/or judgment in making decisions. The frequency, length, or closeness of dealings between the parties shall not create fiduciary obligations. In particular, extended dealing over a

lengthy period of time shall not create fiduciary duties. Any advice given by one party to the other is offered unilaterally and accepted indifferently. Neither party undertakes to act for the benefit of the other; nor accepts any trust unilaterally reposed by the other. Any disclosure obligations contained in or arising from the License Agreement or the course of dealing between the parties are strictly contractual, and do not create fiduciary obligations. The parties intend that any disclosures of information, confidential or otherwise, during the course of business negotiations or dealings shall not be construed as creating additional disclosure obligations.

- 41. FIRE EXTINGUISHERS** All concessionaires cooking any food products must have, at a minimum; a multipurpose dry chemical extinguisher rated at least 2A-15BC or a CO2 extinguisher with at least a 15C rating, and otherwise complies with the requirements of law, rule and ordinance of any governmental agency having authority over such matters. High-pressure CO2 cylinders, located at many food concession areas, should be secured to a permanent wall or partition.
- 42. FOOD AND BEVERAGE** All food and beverage concessionaires must submit a completed “Application For Permit To Operate A Temporary Food Establishment” (found at the back of this manual) to the State of Delaware Division of Public Health. Failure to submit your Temporary Food Establishment Application by May 30 to the Kent County address on the application may result in you not being approved to sell/serve food at the upcoming Delaware State Fair. Failure to secure a Temporary Food Establishment permit will result in the revocation of the Commercial Exhibit License Agreement, all monies paid will be forfeited and the Concessionaire will be required to leave the Fairgrounds. It is your responsibility to complete the application and submit by the deadline of May 30 to the Kent County office. No monies paid will be refunded for noncompliance.
- 43. FURTHER ACTION** Each of the parties hereto shall execute and deliver any and all additional papers, documents, and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of the obligations hereunder and to carry out the intent of the parties hereto.
- 44. GIVEAWAYS** No food, beverage or any other product may be given away or otherwise distributed without prior written approval of the Fair, which approval may be withheld at the sole discretion of the Fair. No Concessionaires will have the right to conduct any drawings or raffles for any form of paid compensation. Concessionaires must provide the Fair with the names of all drawing and raffle winners. In no case may the Concessionaire use the name of the Fair or the name of any Event visitor in any program, brochure or other printed material or pictures. Gathering of signatures or other personal information is not permitted from anywhere outside the exhibit space. Giveaways of adhesive stickers and balloons of any type are strictly prohibited. Free Samples of food, beverage, or any other product may be given away. Under restriction, samples have to be in small sample size. Also, concessionaires are not allowed to walk around with samples, you have to stay at and within your booth.
- 45. GLASS BOTTLES** No drinks are to be sold in glass bottles at exhibit locations or food concessions.
- 46. GOLF CART** If you intend to use any form of motorized cart (gator, mule, golf cart, etc.) at the Delaware State Fair you must complete the Golf Cart Permit Request Form included with your contract. Upon your arrival, you may not use any golf cart, gator or other similar motorized vehicle without first obtaining and displaying a valid golf cart permit (this includes those days prior to Fair’s opening). The operator must possess a valid driver’s license and produce it if requested. All persons riding on vehicle must have a seat space. NO hanging, standing, or lap sitting allowed. In order to obtain a permit or permits, submit this form, with proof of insurance (naming The Delaware State Fair as an additional insured), Upon your arrival, your permit must be picked up in the Fair’s Administration Building. Approved golf cart operating

hours and authorized route map will be made available at the time permit is issued. The first offense will result in a warning. Second or greater number of offenses will result in the revocation of your permit and forfeiture of the fee paid. The offending vehicle must be removed from the fairgrounds. After the first day of fair any golf carts operating without a permit will be charged a \$100 non-compliance fee and the \$300 permit fee.

47. HOLDING TANKS In the event a Concessionaire's business utilizes water thereby creating "gray water", said Concessionaire must utilize sufficiently sized holding tanks in order to prevent the discharge of such gray water upon the fairgrounds. Concessionaire at his or her expense shall make suitable arrangements for the periodic emptying or pumping (depending upon the size of the tank) of all holding tanks. The Fair shall identify appropriate legal dumping locations for Concessionaires use. Holding tanks must be pumped daily, or, as needed and any gray water discharged or standing on the ground is an unacceptable condition and, in Fair Management's discretion, may be deemed a material breach of the License Agreement and subject the Concessionaire to removal from the Fairgrounds.

48. ILLEGAL DISCHARGES OF GREASE OR HAZARDOUS AND/OR TOXIC SUBSTANCES The Concessionaire agrees, at all times Concessionaire is on the Fairgrounds, not to have in its possession, collect, distribute, dispose, release or otherwise discharge any toxic or hazardous waste as defined by Delaware and Federal law. In the event the Concessionaire shall be in possession of such hazardous or toxic waste, the Concessionaire shall immediately notify the Fair who in turn will so advise Delaware's Department of Natural Resources and Environmental Control and such other governmental agency or body as may be required by law. Additionally, Concessionaire agrees not to throw away any refuse or empty any fluids on the ground. Grease barrels are provided by the Fair in convenient locations and must be used. In the event an Concessionaire shall dump gray water, sewage or grease at locations not authorized by the Fair, they shall be subject to a fine of \$1,000.00 for each infraction by the Fair, plus any fine imposed by any governmental entity, and shall be deemed in material breach of the License Agreement and subject to the Concessionaires immediate removal from the Fairgrounds.

49. INDEMNIFICATION The Concessionaire hereby covenants and agrees to fully release, exonerate, indemnify, defend and hold harmless the Fair, its directors, officers, employees, and agents each severally and separately from any and all claims, suits, actions, losses, damages, fines, penalties, liabilities, judgments, expenses, including reasonable attorney's fees, costs in all administrative proceedings and at the trial and all appellate levels, for any injury or death to persons (whether they be third persons, employees of either the Fair or Concessionaire) and any loss (through theft, fire, negligence or otherwise) of or damage to property (whether it be that of the Fair, the Concessionaire or some third party) caused by, growing out of, or arising out of Concessionaire's use of the Fairgrounds (whether or not the Fair is deemed negligent or contributorily negligent, including without limitation, the movement, set-up, tear down and operation of the exhibit or concession, its use by Concessionaire's employees, agents, contractors, sub-contractors, sub-licensees or Concessionaires; exercise of any rights under the License Agreement; breach of any term, warranty or provision of the License Agreement by Concessionaire; the sale of products; the operation of the Fairgrounds; or the carelessness, negligence or improper conduct of the Fair its directors, officers, agents, volunteers and employees, or any other third party; or any act or omission of Concessionaire, its employees, officers or agents. Concessionaire hereby expressly assumes all such liability. Indemnification provided herein also applies to any trademark/trade name/copyright/patent infringement alleged to have been committed by the Concessionaire, its employees, officers or agents. This indemnification provision shall expressly survive the expiration or termination of the License Agreement.

- A. The Fair assumes no responsibility for any accident, injury or mishap which may befall the Concessionaire, its employees, officers or agents or members of the fair-going public.
- B. The Fair will not be responsible for losses or for the security and protection of property and the merchandise belonging to the Concessionaire, its employees, officers or agents located anywhere on the fairgrounds.
- C. Concessionaire waives any claims against the Fair for liability arising out of any damage done to their concession, exhibit, products or property from any cause. The risk of loss occasioned by virtue of all of the operations of the Concessionaire, its employees, officers and agents shall be that of the Concessionaire and shall not be borne by the Fair in whole or in part.

50. INSTALLATION AND REMOVAL OF EXHIBITS All Concessionaires must check in with the Concession

Department before setup of their exhibit. Setup begins Monday, July 18, 2022 at 8:00AM. **All Concessionaires must be setup and fully operational no later than 5:00 PM Wednesday before opening day.** If the check-in deadline is not met, the Concessionaire will be deemed to have forfeited their right to exhibit at the Fair, and any and all space not occupied will revert to the Fair and all payments made to date shall be forfeited. All concessions/exhibits must remain open the last night of Fair until 11:00 PM, or other time stated by the Fair. Under no circumstances will goods or equipment be permitted to be removed prior to 1:00AM the Sunday after the close of Fair. Exhibits should be removed in their entirety by noon the Sunday following the close of the Fair. Any material not removed from the Fairgrounds within two (2) days following the official closing of the Fair will be considered automatically conveyed and transferred to the Fair and the Fair has the right to dispose of this property in any manner. Each Concessionaire should clean up the area occupied and leave such area in the state found upon taking occupancy. All trash should be bagged and/or placed into proper receptacles. Concessionaire will be responsible for reimbursing the Fair for any expenses incurred in cleaning or clearing Concessionaire's lot as described in this paragraph. Each Concessionaire hereby grants to the Fair a lien on all property brought onto the Fairgrounds as security for all obligations of the Concessionaire under the License Agreement. All monies due and owing the Fair shall be paid prior to any of Concessionaire's property being removed.

51. INSURANCE Each Concessionaire must have occurrence form commercial general liability insurance coverage on all their activities and operations at the Fair. Coverage requirements are as follows:

- A. A minimum of \$1 million dollars (\$1,000,000) combined single limits per occurrence, \$2 million dollars (\$2,000,000) annual aggregate, insuring against claims for bodily injury and property damage. The maximum permissible deductible shall be \$250 per occurrence. The policy must be deemed primary and non-contributory.
- B. Where applicable, Concessionaires must also have coverage insuring against claims from products liability and products/completed operations.
- C. The Delaware State Fair, Inc. shall be named as an "additional insured" with respect to Concessionaire's operations/activities on the certificate of insurance. Listing The Delaware State Fair, Inc. as a certificate holder is not acceptable.
- D. All Concessionaires are required to provide a certificate giving proof of workers compensation insurance coverage in compliance with the requirements of Delaware law or provide evidence of their exemption from the same.
- E. At a minimum, the term of coverage should span the entire time Concessionaire and/or their goods and equipment is/are present on the Fairgrounds (including setup and teardown days, pre and post-fair camping) or the duration of the event whichever is the longer period. In the case of all permanent stands, Concessionaires owning the stands must procure and maintain the minimum levels of liability coverage identified hereunder for the entire year without interruption. Failure to maintain said coverage for the entire 12 months shall result in the cancellation of the License Agreement and shall trigger the requirement that Licensee remove the stand at Licensee's expense.

- F. In the case of a permanent stand, in the event of a fire or casualty loss that renders the stand unusable for its intended purpose, the Licensee at its expense shall remove the stand from the Fairgrounds.
- G. Insurance carriers must provide the Fair with a minimum of thirty (30) days written notice of any policy cancellation or material change in policy terms.
- H. All insurance certificates and the declarations page must be provided to the Fair no later than April 30, 2022. For License Agreements issued after April 30, 2022, the insurance certificate must be provided within fifteen (15) days of the issuance of the License Agreement.
- I. Concessionaires failing to timely meet the obligations of this paragraph may lose their Exhibit Space, and under no circumstances will an Concessionaire be allowed to set up, camp or otherwise enter on to the Fairgrounds unless the above insurance is in place as of the date they come onto the grounds or the opening date of the Fair whichever is the first to occur.

52. LANGUAGE Whenever used in the License Agreement, the singular number shall include the plural, the plural number shall include the singular, and the use of any gender shall include all genders where the context permits.

53. LICENSES, PERMITS AND TAXES Concessionaire agrees to obtain the proper licenses and/or permits for the use of the space and any of the activity occurring in the space, covered by the License Agreement as required by Federal, State and Local law and supply evidence of same to the Fair on demand. Concessionaire agrees to promptly pay all applicable taxes and require all Concessionaires, and others selling products to pay applicable taxes and carry the proper licenses and permits. Concessionaire acknowledges receipt from the Fair of the reporting form provided by the Division of Revenue of the State of Delaware. Concessionaire shall also make and be responsible for all federal and state and income taxes and all deductions and taxes relating to employees and employment.

54. LIGHTING All Concessionaires must provide sufficient lighting to illuminate their exhibit, display, signage and customer transaction areas. All lighting must be properly installed so as to be visually appealing and not create any tripping, fire or other safety hazards.

55. LOST ARTICLES All found articles should be turned into the Fair's main office

56. MATTERS SURVIVING TERMINATION Unless otherwise provided in the License Agreement, none of the terms, provisions, and conditions shall survive termination of the License Agreement.

57. MEAL TICKETS Official Delaware State Fair Meal Tickets **must be accepted by all food and beverage Concessionaires**. Only current year tickets/vouchers should be accepted. All meal vouchers are issued in the face amount of \$5.00 and \$10.00. **All Concessionaires must accept meal tickets for payment and change must be given for purchases less than the amount of the meal ticket(s) presented.** All meal tickets must be submitted to the Concessions Cashier daily with your daily settlement report. Failure to adhere to this policy, including acceptance and change and receipt issuance requirements shall be deemed a material breach of the License Agreement and subject the Concessionaire to a fine of \$100 for each violation. Additional violations may result in the revocation of the License Agreement and the Concessionaire shall be asked to leave the grounds and all fees paid shall be forfeited. A violation may also be grounds for non-renewal the License Agreement.

58. MOTORIZED CARTS If you intend to use any form of motorized cart (gator, mule, golf cart, etc.) at the Delaware State Fair you must complete the Golf Cart Permit Request Form included with your contract. Upon your arrival, you may not use any golf cart, gator or other similar motorized vehicle without first obtaining and displaying a valid golf cart permit (this includes those days prior to Fair's opening). The operator must possess a valid driver's license and produce it if requested. All persons riding on vehicle must

have a seat space. NO hanging, standing, or lap sitting allowed. In order to obtain a permit or permits, submit this form, with proof of insurance (naming The Delaware State Fair as an additional insured), Upon your arrival, your permit must be picked up in the Fair's Administration Building. Approved golf cart operating hours and authorized route map will be made available at the time permit is issued. The first offense will result in a warning. Second or greater number of offenses will result in the revocation of your permit and forfeiture of the fee paid. The offending vehicle must be removed from the fairgrounds. After the first day of fair any golf carts operating without a permit will be charged a \$100 non-compliance fee and the \$300 permit fee.

59. NON-SMOKING FACILITY All of the buildings, tents, barns, pavilions, and arenas on the Fairgrounds are designated as non-smoking facilities. Concessionaire agrees to post such signs as may be necessary to inform all persons of this fact and to enforce this rule whenever necessary.

60. OCCUPANCY INTERRUPTION Concessionaire hereby waives any and all claims for compensation for any and all loss or damage sustained by reasons of any defect, deficiency or impairment of the electrical, computer systems, telephone, plumbing and air conditioning installations or, any part thereof, furnished for the Fair on the Fairgrounds or for any loss or damage sustained resulting from fire, black-out, brown-out, water, wind, civil commotion, riot, labor strikes, or act of God.

61. OPERATING HOURS Exhibits must be open and staffed each and every day at published opening and closing times during the annual Event. The Fair reserves the right to adjust the closing time based on certain conditions i.e. attendance, weather, etc. Failure to open exhibit on time and/or to fully staff exhibit until the appointed closing time shall be considered a material breach of the License Agreement and may be cause for non-renewal and/or cancellation and removal of violator's exhibit during the course of the Fair.

A. Outside Concessionaires

- i. Thursday, July 21: 12:00 NOON – 11:00 PM
- ii. Friday, July 22 – Saturday, July 30: 11:00 AM – 11:00 PM

B. Machinery Lot Concessionaires

- i. Thursday, July 21: 12:00 NOON – 9:00 PM
- ii. Friday, July 22 – Saturday, July 30: 11:00 AM – 9:00 PM

C. Marketplace Tent Concessionaires

- i. Thursday, July 21: 12:00 NOON – 11:00 PM
- ii. Friday, July 22 – Saturday, July 30: 11:00 AM – 11:00 PM

D. Delaware Building Concessionaires

- i. Thursday, July 21: 12:00 NOON – 8:00 PM
- ii. Friday, July 22 – Saturday, July 30: 12:00 NOON – 8:00 PM

E. Exhibit Hall Concessionaires

- i. Thursday, July 21: 12:00 NOON – 10:00 PM
- ii. Friday, July 22 – Saturday, July 30: 11:00 AM – 10:00 PM

62. OTHER CONDITIONS It is mutually agreed that any and all matters not expressly provided for in the License Agreement will be at the sole discretion of the Fair.

63. OVERNIGHT CAMPING Concessionaire shall not cause or allow overnight camping, tent camping, sleeping or any such act in the commercial areas on the Fairgrounds, or in any building or in any other area controlled

by the Fair without the written consent of the Fair, which approval may be unilaterally withheld in the sole discretion of the Fair. Concessionaire shall not allow or permit any open fires on the Fairgrounds.

- 64. PARAGRAPH HEADINGS** The paragraph headings used in the License Agreement are for convenience only, and shall not be used in interpreting or construing any provision of the License Agreement.
- 65. PAYMENT FOR DAMAGES** Concessionaire agrees to pay all costs and expenses, as determined in the sole judgment of the Fair, of repair or replacement for any and all damages of whatever origin or nature which may have occurred during their occupation of the fairgrounds in order to restore the damaged property, fixtures and equipment or other parts of the Fairgrounds to a condition equal to that at the time the License Agreement went into effect.
- 66. PERSONNEL** Any person operating any exhibit shall be considered an employee or agent of the Concessionaire and any obligation or requirement imposed upon the Concessionaire in the Exhibit Spaced License Agreement and these Rules and Regulations shall likewise be imposed upon the Concessionaire's employees and agents. It shall be the obligation of each Concessionaire to furnish, at its own expense, all personnel required to erect, operate, maintain, repair, dismantle and remove all Exhibit equipment used on the Fairgrounds. It shall further be the obligation of each Concessionaire to insure that all personnel working in the Exhibit be appropriately dressed, clean and neat (no sleeveless shirts can be worn by male or female personnel), with their hair neat and clean and clean shaven except for mustaches and beards that are neatly trimmed, deal courteously with employees, entertainment, purveyors and patrons, of the Fair, and not use rough or profane language, or drink alcoholic beverages while at or near the exhibit space or on the Fairgrounds proper except for those areas properly identified as areas where alcoholic beverages can be purchased, served and consumed. Smoking is not permitted by any of the Exhibit personnel who may be visible to the general public, nor in any building whatsoever. Personnel with visible obscene or lewd tattoos, in the sole opinion of the Fair, are not permitted to work on the Fairgrounds. Upon request, Concessionaires must furnish a list of all personnel who will operate or work in any exhibit.
- 67. PLACEMENT** Concessions Department personnel shall direct the placement of each exhibit placed upon the Fairgrounds. Check-in and placement procedures shall be published each year, and signage shall be placed upon the Fairground prior to the event. Failure to follow proper check-in procedures may result in cancellation of License Agreement. No particular location, in any event, shall ever be guaranteed. Failure to check in with Fair staff within the appointed times shall result in cancellation of the License Agreement and forfeiture of space and all deposits made to date.
- 68. RAFFLES AND DRAWINGS** No Concessionaires will have the right to conduct any drawings or raffles for any form of paid compensation. Concessionaires must provide the Fair with the names of all drawing and raffle winners. In no case may the Concessionaire use the name of the Fair or the name of any Event visitor in any program, brochure or other printed material or pictures. Gathering of signatures or other personal information is not permitted from anywhere outside the exhibit space.
- 69. RELATION OF PARTIES** It is the intention of the parties to hereby create the relationship of Licensee and Licensor, and no other relationship whatsoever is hereby created. Nothing in the License Agreement shall be construed to make the parties hereto partners or joint ventures or to render either party hereto liable for any obligation of the other.
- 70. REMOVAL OF EXHIBITS** All concessions/exhibits must remain open the last night of Fair until 11:00 PM, or other time stated by the Fair. Under no circumstances will goods or equipment be permitted to be removed until after 1:00 AM the Sunday after the close of Fair. Exhibits should be removed in their entirety by noon the Sunday following the close of the Fair. Any material not removed from the Fairgrounds within

two (2) days following the official closing of the Fair will be considered automatically conveyed and transferred to the Fair and the Fair has the right to dispose of this property in any manner. Each Concessionaire should clean up the area occupied and leave such area in the state found upon taking occupancy. All trash should be bagged and/or placed into proper receptacles. Concessionaire will be responsible for reimbursing the Fair for any expenses incurred in cleaning or clearing Concessionaire's lot as described in this paragraph. Each Concessionaire hereby grants to the Fair a lien on all property brought onto the Fairgrounds as security for all obligations of the Concessionaire under the License Agreement. All monies due and owing the Fair shall be paid prior to any of Concessionaire's property being removed.

- 71. RENEWAL** The License Agreement is only for the dates as set forth in the License Agreement. Concessionaire agrees that the fact that it has been granted space during the annual Delaware State Fair in the past shall not entitle the Concessionaire to any right to use the Fairgrounds in the future. The fact that the Concessionaire has been granted a particular space in the past does not create any right to such space in the future it being understood and agreed that the Fair expressly reserves the right to allocate space in its sole and unilateral discretion. Additionally, nothing shall prevent the Fair from granting a License Agreement to a competitor of the Concessionaire hereunder.
- 72. RETENTION OF FAIR PRIVILEGES** The waiver or failure of the Fair to insist on strict and prompt performance of the terms of the License Agreement, Rules and Regulations, or other Exhibits, and the acceptance of such performance thereafter shall not constitute or be construed as a waiver or relinquishment of the Fair's right thereafter to enforce the same strictly according to the terms thereof in the event of a continuous or subsequent default on the part of the Concessionaire.
- 73. RIGHTS IN THIRD PARTIES** Except as otherwise specifically provided, nothing expressed or implied in the License Agreement is intended, or shall be construed to confer on or give any person, firm, or corporation, other than the parties and their respective officers, directors and shareholders, any rights and remedies under or by reason of the Exhibitor Space License Agreement.
- 74. ROVING CONCESSIONS** No roving concessions or exhibits are permitted, and no agent, employee, volunteer, or other representative of Concessionaire shall be permitted to roam about the Fairgrounds as part of the exhibit or concession. This includes the distribution of any propaganda, political or religious materials.
- 75. SALES TAX** Delaware is a tax free state and no concessionaire may charge tax for any sale of any item.
- 76. SAMPLES** Free Samples of food, beverage, or any other product may be given away with prior written approval of the Fair, which approval may be withheld at the sole discretion of the Fair. Under restriction, samples have to be in small sample size. Samples may only be given away within the rented booth space of a Concession. Concessionaires are not allowed to walk around with samples; you have to stay at and within your rented booth space.
- 77. SECURITY** Fair agrees to provide general security for the Fairgrounds proper (within the fenced area for which an admission fee is charged in order to gain entry). The Fair also agrees to exercise best efforts to lock and secure the buildings in which the Concessionaire will exhibit their specific items. However, the Fair does not warrant or insure against theft, vandalism or, any loss due to natural consequences such as hurricane, storm, flooding, etc. or any other loss, such as fire, to a Concessionaire and the Concessionaire shall obtain insurance to provide for any such loss. Concessionaire agrees that it shall be solely responsible for the safety and security of its own tangible personal property or tangible personal property owned by a third party but within Concessionaire's possession, custody or control. Concessionaire expressly waives any claim against Fair, its officers, directors, employees and agents, for any loss or damage, by theft, fire, or

otherwise, to such tangible personal property regardless of whether the Fair, its officers, directors, employees or agents are deemed negligent or not.

- 78. SEVERABILITY** If any term, covenant, or conditioning of the License Agreement or the application thereof to any person or circumstance shall be to any extent held invalid or unenforceable, the remainder of the License Agreement or the application of such terms, covenants, and conditions to the persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, or condition of the License Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 79. STICKERS, BALLOONS ETC.** No stickers or balloons shall be brought for sale, display or give-away and are strictly prohibited, without prior written approval from Fair.
- 80. STOCK TRUCK PARKING** Permits for stock trucks sought to be located on the Fairgrounds proper, are available for purchase from the Concessions Department. These permits will be issued once the Concessionaire has completed the necessary forms and payment in full has been made, on a first-come, first-served basis. Concessionaires are asked to complete the necessary Stock Truck Permit Request forms and to tender associated fees and payments with final payment due on or before April 30. Stock truck parking inside the gated areas, shall not be guaranteed, and all stock trucks will be placed by Fair management. Stock trucks located inside the gated area are not to be moved or otherwise relocated until the close of fair. Concessionaire vehicles parking in improper areas will also be towed at the owner's expense. The rate charged for the permits shall be established by the Fair from time to time.
- 81. STORAGE** Concessionaire assumes all responsibility for all of its goods, materials, merchandise, exhibits, displays, articles and other tangible personal property in or on the Fairgrounds before, during or after the annual Delaware State Fair and the Fair assumes no responsibility for said items.
- 82. SUBLETTING OF SPACE; ASSIGNMENT OF LICENSE AGREEMENT; SALE OF COMMERCIAL INTEREST IN STAND OR BOOTH** No Licensee shall be permitted to sublet or sublicense in whole or any part of the space licensed or, to display anything not specified in their License Agreement. The License Agreement is personal between the Fair and Concessionaire. Concessionaire may not assign the License Agreement, or any interest in the License Agreement, or sell any interest in a stand (mobile or permanent) without obtaining the Fair's prior written consent, which consent shall be within Fair's sole discretion. The requirement for obtaining consent from the Fair shall also be triggered upon the proposed transfer or conveyance of more than fifty-percent (50%) of the present ownership interest of the Concessionaire or any part of his/her stand(s) (mobile or permanent). All sub-licensees, concessionaires or agents entering into a contract with Concessionaire shall take subject to the terms and conditions of the License Agreement as amended as a result of the contemplated sale or transfer. A separate policy shall be adopted by the Fair giving guidance to all licensees contemplating a sale or transfer of any interest in any stand (mobile or permanent) or business currently licensed by the Fair.
- 83. SUCCESS** The Concessionaire agrees that it is solely responsible for its success. Concessionaire has not and shall not rely on any advice or direction from any employee, officer, Trustee, Director or agent of the Fair, except as may be required under the License Agreement, in planning and carrying out its operation. The fact that the Concessionaire is restricted by and subject to the terms and conditions of the License Agreement, or is moved to another location from previous years is a risk that Concessionaire freely assumes. The Fair makes no warranty or representation as to historic or anticipated attendance or revenue.

- 84. TENTS** All tents utilized throughout the Delaware State Fair shall be a commercial type frame, pole or canopy style tents; no “easy-up,” “pop-up” or “instant canopy” style tents shall be allowed. All tents must be securely staked or weighted to prevent movement; all stakes and weights must be within the space licensed by Concessionaire, and must be installed so as to not create a tripping hazard or be visually objectionable. Any tent deemed not to meet or exceed these requirements will need to be removed and replaced with a tent in compliance with this rule immediately at the concessionaire expense. Tents may only be rented or leased from the Fair’s approved tent companies. The names and phone numbers of these tent companies are identified each year by the Fair and made available to all Concessionaires. Concessionaires renting or leasing tents must be present to accept delivery of such tents, and must check in with Fair’s Concessions Department for location placement prior to tent installation. If the Concessionaire is not present at the time of tent delivery, the tent supplier will not be permitted on the lot and no tent shall be installed. All tents must be removed from the Fairgrounds no later than noon the Sunday following the close of the Fair.
- 85. TIME IS OF THE ESSENCE** Time is of the essence of all the provisions and terms of the License Agreement.
- 86. TYPEWRITTEN AND HANDWRITTEN PROVISIONS** Handwritten or typewritten provisions inserted into the License Agreement and initialed and dated by all parties shall control over all typewritten provisions in conflict therewith.
- 87. UNDERGROUND UTILITIES** Concessionaire shall not, nor will Concessionaire allow any of its agents, concessionaires or employees to drive any stake, instrument or object of any kind into the asphalt or grassy area of the Fairgrounds without the written consent of the Fair. Underground electrical wiring, fiber optics and water service is installed throughout the Fairgrounds, which could result in severe electrical shock or flooding conditions. The water service provided on the grounds is considered to be potable water. It shall be the sole responsibility of the Concessionaire to enforce this provision and the Concessionaire is responsible for all damages and repairs in the form reimbursement pursuant to the Payment for Damages clause of these Rules and Regulations.
- 88. VENUE** The venue of any legal proceeding brought in connection with the License Agreement or any aspect of the relationship between the parties shall be in Kent County, Delaware.
- 89. WAIVER OF JURY TRIAL** The Fair and the Concessionaire hereby mutually knowingly, willingly and voluntarily waive their right to a trial by jury and no party nor any assignee, successor, heir, or legal representative of the parties (all of whom are collectively referred to below as the “parties”) shall seek a jury trial in any lawsuit, proceeding, counterclaim, or any other litigation or proceeding based upon or arising out of the License Agreement or any related agreement or instrument, or any course of action, course of dealing, statements (whether verbal or written) or actions relating to the License Agreement, including any tort claims or claims for fraud, misrepresentation, breach of fiduciary, antitrust, etc. The parties also waive any rights to consolidate any action in which a jury trial has not been waived. The provisions of this paragraph have been fully negotiated by the parties, and the parties acknowledge that the inclusion of this provision is a material inducement for entering into the License Agreement. The waiver contained in this paragraph is irrevocable, constitutes a knowing and voluntary waiver, and shall be subject to no exceptions.



APPLICATION FOR PERMIT TO OPERATE A TEMPORARY FOOD ESTABLISHMENT

A Temporary Food Establishment (TFE) prepares food for the public, for free or for a cost, and operates for no more than 14 consecutive days in conjunction with a single event. Vendors are limited to 14 event permits per calendar year. Submitting an application that is incomplete or submitted less than 10 business days prior to the event can result in permit denial. Permits are emailed unless an alternate delivery method is necessary.

FULLY COMPLETE AND RETURN APPLICATION TO THE COUNTY IN WHICH THE EVENT IS HELD

New Castle County
 Environmental Health Field Services
 Chopin Building
 258 Chapman Road Suite 105
 Newark, DE 19702
 Ph 302-283-7110 Fax 302-283-7111

Kent County
 Environmental Health Field Services
 Thomas Collins Building
 540 S. DuPont Hwy. Suite 5
 Dover, DE 19901
 Ph 302-744-1220 Fax 302-739-1957

Sussex County
 Environmental Health Field Services
 Thurman Adams State Service Ctr.
 544 S. Bedford St.
 Georgetown, DE 19947
 Ph 302-515-3300 Fax 302-515-3301

EVENT

Name of Event _____ Date(s) _____
 Name of Venue _____ County New Castle Kent Sussex
 Address of Venue (Street) _____ (State) Delaware (Zip Code) _____

APPLICANT

<u>Business/Organization/Person Holding Event</u>	<u>Primary Contact Person/Person-in-Charge During Event</u>
Name _____	Name _____
Mailing Address (Street or POB) _____	Fax _____
(City) _____ (State) _____ (Zip Code) _____	Phone _____
Phone _____	Email (required) _____

MENU and FOOD PREPARATION

Proposed Menu _____

Source(s) of Food and Milk _____

Site of Food Preparation On-Site Another Location (Explain) _____

Method used to maintain cold food at 41 degrees F or lower _____

Method used to maintain hot food at 135 degrees F or above _____

Source of Water Public Well Bottled Source of Ice Produced in Permitted Kitchen Purchased Bagged

Method of Warewashing 3-Compartment Warewashing Sink No Washing, Have Multiples of Utensils

Method of Handwashing Hard-Plumbed Handwashing Sink, Soap, Paper Towels Portable Handwashing Sink, Soap, Paper Towels
 Handwashing Station: A container that allows for a continuous flow of **WARM** Water, Soap, Paper Towels, and a Catch Bucket

By signing this Temporary Food Establishment application, I understand that my TFE may be inspected at any time during the event, including during setup. Failure to comply with the minimum requirements for operating a TFE may result in suspension of my operating permit, at which time I must immediately cease all food establishment operations.

Applicant Signature _____ Date _____

FOR OFFICIAL USE ONLY Approved _____ Rejected _____ Permit # _____
 Representative, Environmental Health Field Services _____ Date _____

MINIMUM REQUIREMENTS FOR OPERATING A TEMPORARY FOOD ESTABLISHMENT (TFE)

Mandatory Signature of Responsible TFE Applicant _____ Date _____
I have read and understand these requirements and I accept responsibility for monitoring all food handlers to ensure safe practices.

PERMIT This application should be submitted a minimum of **10 business days** prior to the start of the event. The approved permit must be posted during the entire event in conspicuous public view.

DEMONSTRATION OF KNOWLEDGE The Person-In-Charge (PIC) must be able to answer questions about basic food safety knowledge to reduce the risk of foodborne illness.

APPROVED FOOD SOURCES All food must be obtained from an approved source, including ice/water for food preparation, cooking, cooling, cold holding, and cleaning.

- All shell stock (clams, mussels, oysters) must have National Shellfish Sanitation Program (NSSP) tags on site.
- Proof of purchase is required for crab meat, soft-shell crabs, and hard-shell crabs.
- Food may **NOT** be stored or prepared at a private residence.
- All food must be prepared on-site or at a permitted food establishment.
- Food preparation locations not owned by the applicant require a signed commissary agreement.
- If food preparation is performed at another location or at a facility outside of the State of Delaware, a copy of a valid operating permit issued from the permitting authority as well as that facility's most recent health inspection must be submitted with this application.

COOKING AND HOLDING

- Food thermometers must be available to monitor cooking and holding temperatures.
- Hot holding units, like steam tables or insulated containers, must be available to keep food **hot at 135 degrees F or above**.
- Cold holding units, such as refrigeration units or coolers with drained ice, must be available to keep food **cold at 41 degrees F or below**.
- Animal products served raw or undercooked (examples: sunny-side up eggs, raw oysters, sushi, rare tuna, cooked-to-order hamburgers or steaks, carpaccio, raw eggs as an ingredient in Caesar salad dressing or mayonnaise) require a consumer advisory to be posted which states the following: *"Consuming raw or undercooked meats, poultry, seafood, shellfish, or eggs may increase your risk of foodborne illness." A description or photo of how this advisory will be displayed must be submitted with this application.*
- Juice squeezed on-site requires approval of (1) description of food prep sink location, (2) commercial juicing equipment specification sheets, and (3) placard or table tent with the following statement: *"WARNING: This product has not been pasteurized and, therefore, may contain harmful bacterial that can cause serious illness in children, the elderly, and persons with weakened immune systems."*

PREVENTING CONTAMINATION

- Food must be stored off the ground.
- Only single-service (disposable) containers may be given to consumers.
- Unless a sufficient quantity of equipment and utensils are provided so as not to require warewashing onsite, A National Sanitation Foundation (NSF)-approved or equivalent hard plumbed or portable three compartment manual warewash sink labeled WASH-RINSE-SANITIZE shall be provided, be large enough to accommodate the immersion of the largest equipment and utensils, and has a means to safely collect grey water.
- A test kit or other device that accurately measures the concentration of sanitizing solutions per the manufacturer's requirements shall be provided (i.e., quaternary ammonium-based sanitizer with quaternary sanitizer test strips or chlorine-based sanitizer with chlorine test strips).

EMPLOYEE HEALTH AND HYGIENIC PRACTICES

- A separate handwashing station must be available onsite: A container, with a minimum 5-gallon capacity, that allows for a continuous flow of **WARM** running water for at least 20 seconds, and has a means to safely collect grey water.
- Bare hand contact with ready-to-eat foods is prohibited. Use a barrier such as tongs, wax paper, or gloves.
- Persons with infections or illnesses must be restricted from handling food.

WATER SUPPLY AND WASTE DISPOSAL

- Drinking water must be obtained from an approved source utilizing food grade hoses.
- An approved method must be used for liquid waste disposal.
- Keep refuse in easily cleanable containers and promptly remove from preparation and service areas.

FACILITIES

- A tent, tarp, or canopy large enough to cover food preparation, storage, and service areas must be provided.
- If graded to drain, a floor may be concrete, machine-laid asphalt, or dirt or gravel if it is covered with mats, removable platforms, duckboards, or other approved materials that are effectively treated to control dust and mud. Plastic, vinyl, and cloth tarps/sheets are NOT approved.
- Toilet facilities for employees must be conveniently located and easily accessible. **Must always wash hands when reentering kitchen / prep area.**

SPECIALIZED PROCESSES NOT PERMITTED DURING TEMPORARY FOOD ESTABLISHMENT OPERATION Food at a temporary food establishment processed on-site with any of the following methods is not permissible: reduced oxygen packaging including sous vide and cook-chill methods; juicing for wholesale packaging; curing, smoking, or drying fish for preservation; curing or smoking meat or poultry for preservation; fermenting sausages; acidification, fermenting, or additives to render a product shelf-stable; and sprouting.

NOTICE

BUSINESS LICENSE REQUIREMENTS

PURSUANT TO TITLE 6, CHAPTER 47 OF THE DELAWARE CODE, ALL TRANSIENT RETAILERS TRANSACTING BUSINESS IN THE STATE OF DELAWARE **MUST** OBTAIN A BUSINESS LICENSE PRIOR TO OPERATING.

OBTAINING A LICENSE IS SIMPLE, THE ATTACHED APPLICATION SHOULD BE COMPLETED AND THE APPROPRIATE PAYMENT BASED UPON LENGTH OF ACTIVITY WITHIN DELAWARE. THE PAYMENT OF THE LICENSE FEES MUST BE PAID PRIOR TO STARTING ACTIVITY WITHIN THE STATE.

THE APPLICATION AND PAYMENT WILL BE ACCEPTED TODAY AND A TEMPORARY LICENSE AND RECEIPT WILL BE GIVEN UPON PAYMENT.

FAILURE TO COMPLY WITH TRANSIENT RETAILER LICENSING REQUIREMENTS IS A MISDEMEANOR AND UPON CONVICTION SHALL BE FINED NOT MORE THAN \$200.00 OR IMPRISONED FOR NOT MORE THAN 30 DAYS, OR BOTH.

FOR ANY FURTHER INFORMATION, CONTACT THE FOLLOWING OFFICE:

GEORGETOWN OFFICE

*DELAWARE DIVISION OF REVENUE
20653 DUPONT BLVD., SUITE 2
GEORGETOWN, DE 19947
(302) 856-5358, EXT. 120
www.revenue.delaware.gov*

Rev. Code 0101



**STATE OF DELAWARE
TRANSIENT RETAILER BUSINESS LICENSE APPLICATION
BUSINESS CODE 400 OR 403**

1. Social Security Number: ____ - ____ - ____ OR

E.I. Number: ____ - ____

2. NAME: _____

3. ADDRESS: _____

CITY STATE ZIP CODE

4. Telephone number: (____) ____ - ____

5. Fax Number: (____) ____ - ____

6. Retail Location(s) in Delaware _____ # of units _____

_____ # of units _____

7. License Fees:

a) 10 days or less in a calendar year - \$40

b) More than 10 days in a calendar year - \$90

Signature

Date

**MAKE CHECKS PAYABLE TO THE DIVISION OF REVENUE. MAIL TO DIVISION OF REVENUE 20653
DUPONT BLVD., SUITE 2 GEORGETOWN, DE 19947. WE CAN BE REACHED AT 302-856-5358.**

www.revenue.delaware.gov

USEFUL INFORMATION AND RESOURCES

Auto Parts

Napa Auto Parts

17468 S Dupont Hwy
Harrington, DE 19952
(302) 398-3422

Advance Auto Parts

1049 Midway Drive
Harrington, DE 19952
(302) 566-1560

Wrights Auto Parts

31 Milford Harrington Hwy
Milford, DE 19963
(302) 422-8006

Banking

WSFS

7 Commerce St.
Harrington, DE 19952
(302) 398-3232

M&T Bank

1 Clark St
Harrington, DE 19952
(302) 398-6026

Fuel Stations

Valero

17256 S Dupont Hwy
Harrington, DE 19952
(302) 398-9021

Royal Farms

7250 Milford Harrington Hwy
Harrington, DE 19952
(302) 398-3054

Grocery Store

Byler's

1 Liberty Plaza
Harrington, DE 19952
(302) 398-0398

Food Lion

2004 Midway Dr.
Harrington, DE 19952
(302) 398-7884

Hardware Store

Best Ace Hardware

3000 Midway Dr # 2
Harrington, DE 19952
(302) 398-6447

Hospital

Bay Health Medical Center

Shaw Ave
Harrington, DE 19952
(302) 398-0370

Hotels

Holiday Inn Express

17271 S. DuPont Highway
Harrington, DE, 19952
(302) 398-8800

Super 8 Motel Harrington

17010 S. DuPont Highway
Harrington, DE, 19952
(302) 398-4206

Quality Inn & Suites

1259 Corn Crib Road
Harrington, DE, 19952
(302) 398-3900

Pharmacy

Rite Aid Pharmacy

17069 S Dupont Hwy
Harrington, DE 19952
(302) 398-4420

Walgreens Pharmacy

17248 S Dupont Hwy
Harrington, DE 19952
(302) 398-1200

Police

Harrington Police Department

10 Mechanic St
Harrington, DE 19952
(302) 398-4493

Post Office

US Post Office

2 Commerce St
Harrington, DE 19952
(302) 398-3577

Propane

Peninsula Oil & Propane

Harrington, DE 19952
(302) 398-8344

Sign Shop

JD Signs
(302) 270-8916

Restaurants

Betsy Ross Pizza & Restaurant
4 E Liberty St
Harrington, DE 19952
(302) 398-4337

Stargate Diner
16967 S DuPont Hwy
Harrington, DE 19952
(302) 566-6392

Domino's Pizza
1000 Midway Drive
Harrington, DE 19952
(302) 398-4400

Rudy's Family Restaurant
17064 S DuPont Highway
Harrington, DE, 19952
(302) 786-2491

Pizza King
1000 Midway Drive
Harrington, DE 19952
(302) 398-0300

Subway
1000 Midway Drive
Harrington, DE 19952
(302) 398-6100

Main Street Café
29 Commerce Street
Harrington, DE 19952
(302) 398-7800

Welding Shops

KL Vincent Welding
19456 S DuPont Hwy
Harrington, DE 19952
(302) 398-9357

**Knotts Welding & Equipment
Repair**
16869 S DuPont Hwy
Harrington, DE 19952
(302) 398-3400

Miller Metal Fabrication
16356 Sussex Hwy
Bridgeville, DE 19933
(302) 337-2291



QUALITY
KNOWLEDGE
ASSURANCE
SERVICE

The mission of Pratt Insurance is to provide quality, innovative and comprehensive insurance coverage, while also offering the highest level of knowledge, expertise and service to our clients.

Pratt Insurance designs and administers programs that continually provide you with competitive pricing and superior products.



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