



LICENSE RULES & REGULATIONS 2026



Website: www.delawarestatefair.com

Mailing Address: PO Box 28, Harrington, DE 19952

Physical Address: 18500 S DuPont Hwy, Harrington, DE 19952

Phone Number: 302-398-3269

Fax Number: 302-398-5030

Mission

The Delaware State Fair is a nonprofit organization with a mission to celebrate all things Delaware by promoting agriculture, education, and community involvement through quality entertainment in a family-friendly environment. We want to make sure the Fair is a fun and safe place for all fairgoers, vendors, volunteers, shareholders, and staff.

Welcome Letter

The Delaware State Fair is celebrating 107 years of family entertainment and this year's theme, "Celebrating America's 250th" is the perfect way to spotlight a wonderful state like Delaware. Planning is underway for the 2026 installment of the fair running our traditional ten days from July 23 – August 1.

This year's 10-day celebration features amazing concert entertainment in our M&T Bank Grandstand, Wade Shows' amusement rides for the whole family, an enticing array of educational exhibits from 4-H and FFA programs, a steadily increasing number of livestock exhibits, farm machinery and equipment, an extraordinary collection of grounds entertainers, 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 you would like to apply for this year.

After reviewing this manual, if you have any questions, please feel free to contact our Fair Staff. Contact our Concessions Manager, Hannah O'Hara, by e-mail at hannah@thestatefair.net or call her at 302-398-7005 (office) or 302-757-3589 (cell). Your questions and comments are always welcome.

We look forward to your participation at this year's Delaware State Fair.

Sincerely,

A handwritten signature in blue ink, appearing to read "Danny R. Aguilar". The signature is stylized and cursive.

Danny R. Aguilar, CFE

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Personnel

Concessions Department

Hannah O'Hara, Concessions Manager
302-398-7005, hannah@thestatefair.net

General Manager

Danny Aguilar
302-398-7000, danny@thestatefair.net

Accounting

Jill Baylis, Accounting Manager
302-398-7009, jill@thestatefair.net

Administrative Services

Alicia Sturgis
302-398-7001, alicia@thestatefair.net

Fair Officers

President: R. Ronald Draper
1st Vice President: Kenneth S. Clark, Jr.
2nd Vice President: Harvey Kenton
3rd Vice President: Jeanie T. DeLeo
4th Vice President: Mark A. Breeding
Secretary: Danny R. Aguilar
Treasurer: C. Douglas Crouse

Fair Dates

July 23, 2026 – August 1, 2026

Hours of Paid Gates

Thursday, July 23 12:00 NOON - 11:00 PM

Friday, July 24- Saturday August 1, 9:00 AM - 11:00 PM

Gate Admission

Adults (13+) \$10.00

Youth (6-12 years of age) \$5.00

Kids (5 and under) FREE

Definitions

License Agreement: The legal agreement of terms set forth from the Delaware State Fair with the Licensee.

Licensee: The company name and/or individual referred to in the License Agreement.

Exhibitor: Any licensee in an indoor building.

Commercial Exhibit: An exhibit that sells non-food or retail goods on the fairgrounds during the Delaware State Fair.

Concessionaire: An owner or operator of a food exhibit.

Exhibit: The space that was licensed in the licensed agreement with a display created and operated by the licensee.

Department Manager: The individual overseeing the Concessions Departments.

Authorized Personnel: Any person operating any exhibit shall be considered an employee of the concessionaire or exhibitor.

Patrons: Any attendee entering the fairgrounds with the intention of enjoying the Delaware State Fair.

Fair: The Delaware State Fair, a 10-day celebration of the preservation of the past, promotion of the present, and education in the future, of agriculture, horticulture, mechanical arts, and rural and domestic economy.

Fairgrounds: An area of over 280 acres of land and facilities intended for hosting the Delaware State Fair. This includes open spaces, arenas, exhibition halls, livestock facilities, and supporting infrastructure such as utilities, parking, and access roads.

Campers: Residing in a camper for the duration of the Fair.

Gross Sales: The total amount of all revenue received from the sale of food and drink products included in the Fair-issued meal tickets and Harrington Raceway and Casino employee food purchases.

Insurance Requirements



The Delaware State Fair, Inc.
FAIR
18500 South DuPont Highway
PO Box 28
Harrington, DE 19952-0028
Phone: (302)398-3269

2026

Concessions/Vendor Insurance Instructions July 23 - August 1, 2026

PLEASE FORWARD THESE INSTRUCTIONS AND SAMPLE CERTIFICATE OF INSURANCE TO YOUR INSURANCE AGENT.

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

1. 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.
2. Where applicable, exhibitors must also have coverage insuring against claims from products liability and products/completed operations.
3. The Delaware State Fair, Inc. shall be named as an "additional insured" with respect to exhibitor's operations/activities on the certificate of insurance.
4. The Delaware State Fair, Inc. shall be named as the certificate holder.
5. All exhibitors 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.
6. At a minimum, the term of coverage should span the entire time Exhibitor and/or their goods and equipment is/are present on the Fairgrounds (including pre and post-fair camping) or the duration of the event whichever is the longer period. In the case of all permanent stands, exhibitors 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.
7. 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.
8. 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.
9. All insurance certificates and the declarations page must be provided to the Fair no later than April 30. For agreements issued after April 30, the insurance certificate must be provided within fifteen (15) days of the issuance of the agreement.
10. Exhibitors failing to timely meet the obligations of this paragraph may lose their Exhibit Space, and under no circumstances will an Exhibitor 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.

CERTIFICATE HOLDER:

The Delaware State Fair, Inc.
PO Box 28
Harrington, DE 19952

ADDITIONAL INSURED:

The Certificate must have "The Delaware State Fair, Inc." listed as an additional insured.

Have your insurance company send the Certificate of Liability Insurance to:

The Delaware State Fair, ATTN: Hannah O'Hara
Mail: PO Box 28, Harrington, DE 19952
Fax: 302-398-5030
Email: hannah@thestatefair.net

There are no exceptions to the insurance requirements. Under no circumstances will any sponsor be allowed to set up, camp or otherwise enter the Fair grounds 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.

rev. 1.8.2026



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
current

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Your Agent Name	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC#
	INSURER A: ABC Insurance Company	D859H
INSURED Concessions/Vendor Policyholder - Policyholder and Company Name on License Agreement must be the same.	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: POLICY NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY ANY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POL. (MM/YY)	POLICY (MM/YY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X	X	123456	TBD	TBD	EACH OCCURRENCE \$ 1,000,000. DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000. MED EXP (Any one person) \$ 5,000. PERSONAL & ADV INJURY \$ 1,000,000. GENERAL AGGREGATE \$ 2,000,000. PRODUCTS - COMP/OP AGG \$ 2,000,000. \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	123456	TBD	TBD	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000. BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION		X	123456	TBD	TBD	EACH OCCURRENCE \$ 1,000,000. AGGREGATE \$ \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS LIABILITY <input type="checkbox"/> ANY PROPRIETARY OFFICER/MEMBER EXCEPT (any in NH) describe under DESCRIPTION OF OPERATIONS below			123456	TBD	TBD	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000. E.L. DISEASE - EA EMPLOYEE \$ 100,000. E.L. DISEASE - POLICY LIMIT \$ 500,000.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER The Delaware State Fair Inc PO Box 28 Harrington, DE 19952	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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Operating Hours

Exhibits must be open and staffed every day from published opening to closing times during the Fair. The Fair reserves the right to adjust the closing time based on certain conditions i.e., attendance, weather, etc. Failure to open an exhibit on time and/or to fully staff the exhibit until the appointed closing time will be considered a violation of the License Agreement and may be cause for non-renewal and/or removal of the exhibit during the Fair. Any exhibit space will be returned to the Fair and all payments made to date will be forfeited.

Outside Concessionaires

Thursday, July 23: 12:00 NOON – 11:00 PM

Friday, July 24 – Saturday, August 1: 11:00 AM – 11:00 PM

Machinery Lot Concessionaires

Thursday, July 23: 12:00 NOON – 9:00 PM

Friday, July 24 – Saturday, August 1: 11:00 AM – 9:00 PM

Marketplace Tent Exhibitors

Thursday, July 23: 12:00 NOON – 11:00 PM

Friday, July 24 – Saturday, August 1: 11:00 AM – 11:00 PM

Delaware Building Exhibitors

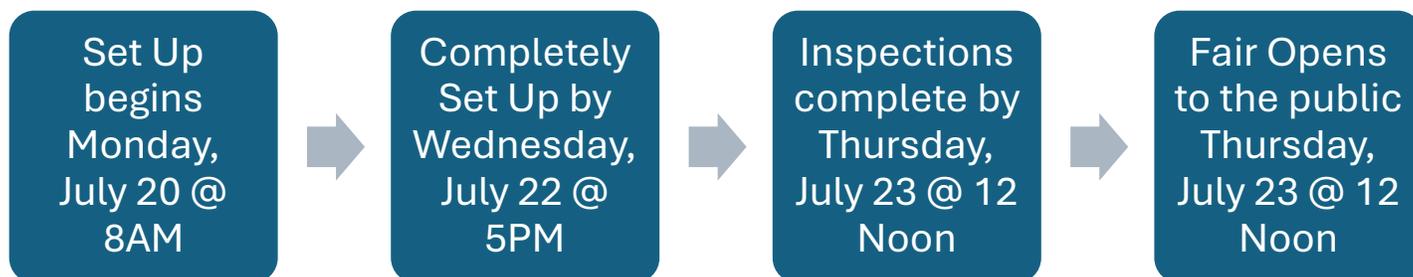
Thursday, July 23: 12:00 NOON – 8:00 PM

Friday, July 24 – Saturday, August 1: 12:00 NOON – 8:00 PM

Installation of Exhibits

You **MUST** check in with the Concessions Department prior to setting up your exhibit. Concessions Staff will confirm your paperwork and escort you to your location. Check-In will be located outside of the Main Gate in the Credentials Building.

For those in the Marketplace Tent, a Junior Board Member will be available during the set-up days to help answer basic questions.

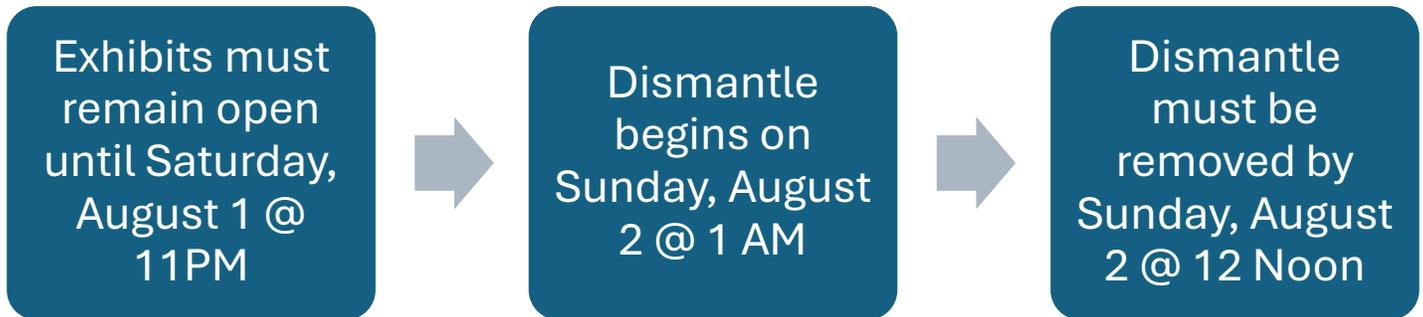


Under no circumstances will anyone be able to set up prior to Monday July 20 at 8:00 AM without written approval from the Concessions Manager.

Failure to check in by Wednesday, July 22 at 5:00 PM will be considered a violation of the License Agreement and may be cause for non-renewal and/or removal of the exhibit during the Fair. Any exhibit space will be returned to the Fair and all payments made to date will be forfeited.

Initial: _____

Removal of Exhibits



Any material not removed from the Fairgrounds will be charged a storage fee of \$50.00 per day. All monies owed to the Delaware State Fair shall be paid prior to any property being removed.

Exhibit spaces must be cleaned by the concessionaire or exhibitor that took occupancy during the Delaware State Fair. This includes zip-ties, trash and spills. Any space that needs cleaning will be charged a \$500.00 fee.

Exhibit Character

- Licensee 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.
- The Fair reserves the right to approve or reject all exhibits, which includes the type, nature, manner, size and language used in or on an exhibit (i.e. signage, brochures, performances, pamphlets or other literature).
- Failure to comply with the Licensee Agreement “Description of Items for Sale” will be considered a violation of the License Agreement and may be cause for non-renewal and/or removal of the exhibit during the Fair. Any exhibit space will be returned to the Fair and all payments made to date will be forfeited.
- Licensee waives all damages against the Fair for its termination of the License Agreement or disapproval of any portion of their exhibit.
- Licensee may not advertise or distribute information other than the products/services that are specifically approved of in the License Agreement.
- Licensee is not allowed to advertise, promote products/services at any Fairground location other than the assigned exhibit space

Exhibit Appearance

- The Fair reserves the right to decline or prohibit any exhibit, or element that is not identical to the picture and/or description on the application submitted. This reservation includes, without limitation, persons, things, conduct, printed material, electronic displays, souvenirs, catalogs, merchandise, music, costumes, signage, etc.
- Cleanliness:
 - All exhibits are to be professionally built displays kept in a good state of repair and cleanliness.

- Licensee is required to always keep their exhibit space clean, sanitary and free of trash, which shall be disposed of in a manner designed by the Fair.
- Licensee is responsible to maintain a ten (10) foot radius of their exhibit clean, sanitary and free from any hazards. Any hazard (damage to property, tripping, etc.) within a ten (10) foot radius can be reported to the Concessions Department at concessions@thestatefair.net.
- Storage:
 - Licensee is required to have storage areas, holding tanks, hitches, tent stakes, garbage cans and any other items deemed by the Fair as visually objectionable, screened from public view.
 - All backdrops and side dividers must be designed so that any part exposed to view, inside, outside, or from the rear, must have a finished appearance.
- Lighting:
 - Licensee must provide sufficient lighting to illuminate their exhibit, signage and customer transaction areas.
 - All lighting must be properly installed to be visually appealing and not create tripping, fire or other safety hazards.
- Audio & Video:
 - Audio and/or visual equipment (i.e. sound systems, loudspeakers, amplifiers, radios, broadcasting devices, music systems, instruments and video equipment – screens and monitors, etc.) must run without lecture or speaker noise reaching beyond ten (10) feet of the contracted exhibit space.
 - No sound may be amplified over 60 decibels, or which can be heard clearly more than ten (10) feet from the contracted exhibit space. The Fair may exercise the right to use a decibel meter.
 - Video screens must be placed in the exhibit space so that patrons watching them will not block the aisle or walkway.
- Decorations:
 - All exhibit materials used by the licensee must be fireproof. No flammable materials (i.e. bunting, tissue paper, crepe paper, etc.) will be permitted as decorative materials unless they are treated with flame proofing and are approved by the Office of the Fire Marshal of the State of Delaware.
 - Licensees may equip their exhibits with display material and equipment, furniture, lamps, potted plants, flowers, and special set pieces, if they are visually appealing and keep the general decorative scheme.
- Indoor Exhibits:
 - Exhibitors in buildings or the Marketplace Tent shall place trash in designated receptacles located in the aisles after closing each day.
 - Exhibits located in the Marketplace Tent, Delaware Building and Exhibit Hall will be furnished with drapery dividers.
 - Backdrops no higher than eight (8) feet in height are permitted.
 - No items may be attached to sprinkler heads or pipes in buildings.
 - Exhibitors are responsible for providing any needed tables, chairs, linens and other equipment for their booth. Tables must be covered and draped to the floor.

- Food Exhibits:
 - All food exhibits are required to have proper skirting (i.e. trailer skirting to extend to the ground on all sides visible to the public).
- Weapons:
 - Any items construed, in the sole opinion of the Fair, as a weapon (i.e. Chinese stars, brass knuckles, knives, etc.) or a nuisance (i.e. laser pointers, pepper spray, stink bombs) or offensive (i.e. Confederate items, etc.), are prohibited.
 - Weapons of any kind or objects that appear to be weapons are prohibited and may not be brought onto the fairgrounds or be sold, given away or displayed.
 - Regardless of whether you are licensed to carry or not, all concealed or open carry forms of firearms, weapons (i.e. any variety of knife, switchblade, etc.) or an imitation that could be reasonably mistaken for a deadly instrument are prohibited within the gates of the fairgrounds and are not permitted to be sold.
 - Failure to comply with the sale of prohibited items will be considered a violation of the License Agreement and may be cause for non-renewal and/or removal of the exhibit during the Fair. Any exhibit space will be returned to the Fair and all payments made to date will be forfeited.
- Signage:
 - All outside or exterior signs, other than menus, must be approved by the Concessions Department for content, size and placement.
 - No sign may be placed on or in the ground without prior written approval of the Concessions Department.
 - The sign size is limited to 2' x 4' and must be printed on both sides.
 - The Concessions Department reserves the right to remove any signage that does not meet the requirements or has not received prior approval.
 - No handwritten signs are allowed.
 - All exhibits must have an identification sign posted for public view in the exhibit supplied at check-in. The identification sign will designate the Company Name, ID Number and 911 street address for emergency purposes.
- Menus:
 - Concessionaires selling food or drinks must have price signs reflecting prices of all approved sale items posted in prominent locations.
 - Menus must be posted by the opening of the event and remain on display throughout the duration.
 - All menus must list all items and prices in a height capable of being read by the public when standing outside the exhibit. This includes ADA accessible heights and locations or the ability to service anyone with a disability.
 - No handwritten menus are allowed.

Personnel

- Concessionaires and exhibitors are encouraged to use a professional forms of name badges to identify themselves and their authorized personnel while working in or about their space or lot.

- Any person operating any exhibit shall be considered an employee of the concessionaire or exhibitor. Any obligation or requirement imposed upon the Licensee in the License Agreement and the Rules and Regulations will be imposed on the Licensee's employees.
- It is the obligation of each concessionaire and exhibitor to furnish, at their own expense, all personnel required to erect, operate, maintain, repair, dismantle and remove all exhibit equipment used on the Fairgrounds.
- It is the obligation of each concessionaire or exhibitor to have all employees working in the space be appropriately dressed, clean and neat.
 - No sleeveless shirts can be worn by male or female
 - Hair must be neat and clean
 - Clean shaven except for mustaches and beards that are neatly trimmed
 - Deal courteously with all individuals on the Fairgrounds
 - Do not use rough or profane language
 - Do not drink alcoholic beverages while inside the Fairgrounds except for those areas properly identified where alcoholic beverages can be purchased, served and consumed.
- Smoking is prohibited by any of the personnel who may be visible to the public.
- Personnel with visible obscene or lewd tattoos are not permitted to work on the Fairgrounds.
- Upon request, concessionaires and exhibitors must furnish a list of all authorized personnel who will operate or work in any exhibit.

Delaware State Fair Code of Conduct



2025 DELAWARE STATE FAIR CODE OF CONDUCT

Adopted January 22, 2025

The Delaware State Fair is a nonprofit organization with a mission to celebrate all things Delaware by promoting agriculture, education, and community involvement through quality entertainment in a family-friendly environment. We want to make sure the Fair is a fun and safe place for all fairgoers, vendors, volunteers, shareholders, and staff.

When you join us on the fairgrounds and attend the Delaware State Fair, all fairgoers shall observe the guidelines listed below and expect an environment where:

- Fairgoers will receive dutiful, caring, and professional handling from Delaware State Fair Team Members ready and willing to address their needs and concerns.
- Fairgoers will enjoy a Fair-friendly environment that is mutually respectful to all participants.
- Fairgoers should remain "Fair Aware" reporting anything that doesn't look right to the nearest Delaware State Fair Team Member, security or police officer.
- Fairgoers will NOT engage in troublesome running, disorderly, unruly, offensive, obscene, or illegal behavior that may endanger others.
- Fairgoers will safely operate motorized scooters or disability vehicles in compliance with agreed rules.
- Fairgoers will be properly attired, including shoes, in a manner that does NOT elicit a disruptive or unsettling response.
- Fairgoers will NOT wear masks or coverings in a manner that obscures their face unless for medical reasons.
- Fairgoers will obey the hours of operation, leaving promptly at the close of business, and will always follow instructions from Delaware State Fair Team Members.
- Fairgoers will undergo mandatory weapon and prohibited item screening prior to entering the grounds.
- Fairgoers will NOT stage any form of public event or protest, solicit, or distribute literature, information, or items of any kind.

Rev 2.3.26

- **UNACCOMPANIED MINORS:** All youth under the age of 16 are required to be accompanied by a sober and competent person aged 21 or older who will supervise the youth while entering the Delaware State Fair (such as a parent, legal guardian, relative, or other adult). After 7 p.m., unattended youths attempting to enter the fairgrounds without an adult will be denied entry.
 - One adult may accompany no more than six (6) guests under the age of 16 per day.
 - Proof of age is required. Any fairgoer, including those over the age of 21, may be required to show a valid government identification for proof of age.
 - This policy applies regardless of entry method, such as the use of a pre-purchased ticket or re-entry with a handstamp from earlier in the day.
 - This policy will be enforced daily for the full ten-day run of the Delaware State Fair.
 - If a concertgoer under the age of 16 has a valid concert ticket for that evening's show, they will be allowed to enter the fair and the concert after 7 p.m. without an adult as outlined above.
 - Those youth under the age of 16 with a valid concessionaire, youth livestock, 4H, or FFA exhibitor credential will be permitted to access the fairgrounds without supervising adult as outlined above. Each concessionaire and/or youth exhibitor must carry their Delaware State Fair-issued laminated credential to be permitted on the grounds without an adult after 7 p.m.
 - Each youth under the age of 16 working for a participating concessionaire will be issued a laminated credential at concessions check-in/set up.
 - Organized and ticketed group outings, such as school, church, corporate, summer camp, sports, and other pre-scheduled group visits are exempt from the policy as these groups have established chaperone policies and procedures already in place. Exceptions to this policy will be at the discretion of the General Manager.

By attending the Delaware State Fair, you agree to abide by these rules. Fairgoers who do NOT adhere to these rules are subject to ejection without a refund and may face a possible ban from the grounds.

The Delaware State Fair respects the rights of all individuals and pledges to enforce these rules equitably, reserving the right to define and interpret conduct that may be unacceptable and to modify the terms of the Guest Code of Conduct at any time. The Delaware State Fair appreciates your cooperation in adhering to this policy.

Exhibit Size

- No licensee shall occupy any more space than licensed.
- Each licensee must license sufficient space to contain entire exhibit placed upon the Fairgrounds and all operations (i.e. the opening of awnings, hitches, windows, stakes, guy wires, tie-downs, or other components, personnel access to all sides of installed exhibit components, etc.).
- All outside exhibits are required to have a minimum of fifteen (15) foot frontage.
- Any licensee 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 the entire exhibit.
- If additional space is not available in the vicinity of the licensee's original location, the licensee will be moved to an area that will accommodate all the dimensions and operations of licensee's display if available.
- If space is not available elsewhere on the Fairgrounds, the licensee will be deemed to have forfeited their space and deposits for that year's Fair.

Exhibit Placement

- The Concessions Department will direct the placement of each exhibit placed upon the Fairgrounds.
- When moving onto the Fairgrounds, all exhibits must have their stand top completely down to ensure safety and electrical wires. Any licensee not following this rule will terminate their License Agreement, be removed from the grounds with no refunds and future contracts will not be renewed.
- Check-in and placement procedures will be published and communicated each year in advance.
- No location, in any event, shall ever be guaranteed.
- Failure to check in by Wednesday, July 22 at 5:00 PM will be considered a violation of the License Agreement and may be cause for non-renewal and/or removal of the exhibit during the Fair. Any exhibit space will be returned to the Fair and all payments made to date will be forfeited.

Obstructions

- Licensee agrees that all portions of sidewalks, entries, floors, passages, halls, corridors, stairways, emergency exits and ways of access to public facilities shall be kept unobstructed and safe.
- Licensee will not obstruct the flow of patrons, including lines created by patrons intending to purchase items from the exhibit.
- Licensee will not have public access to "back of house areas". Access to these areas should be for the purpose of ingress or egress of authorized personnel, all electrical panels, doors and emergency exits.

Fairgrounds Property

- Licensee will not move, relocate, damage or deface the Fairgrounds or any equipment.
- Licensee will not cause or permit anything to be done to the Fairgrounds property or equipment.
- Licensee will not drive or attach nails, hooks, tacks, staples, screws, or adhesive tape of any kind to the walls, ceilings or floors of any building or equipment.
- Licensee will not make any alterations of any kind to Fair buildings, property or equipment.
- Licensee agrees to pay all costs of repair or replacement for all damages occurring during their occupation of the Fairgrounds to restore the property, fixtures or equipment to a condition equal to the original condition.

- Licensee will depart from the fairgrounds cleaning their exhibit space from trash, zip ties, grease spots, etc. Any violation will subject concessionaires to a \$500.00 cleaning fee per location.

Tents

- Tents utilized by a concessionaire or exhibitor on the Fairgrounds will be a commercial type of frame, pole, or canopy style.
- “Easy-up,” “pop-up” or “instant canopy” style tents are strictly prohibited.
- Tents must be securely staked (with Concessions Manager approval) or weighted to prevent movement in case of extreme weather conditions.
- Tent stakes and weights must be within the exhibit space.
- Tent stakes and weights must be installed to not create a tripping hazard or be visually objectionable.
- Any tent not to meeting or exceeding these requirements will be removed and replaced with a tent in compliance immediately at the licensee’s expense.
- Licensee will not allow any personnel to install any object (i.e. stake, instrument, etc.) into the asphalt or grassy area of the Fairgrounds without the written consent from the Concessions Department.
- Licensee renting or leasing tents must provide a Certificate of Insurance from the company, be present to accept the delivery, communicate with the Concession Department for placement and supervise the installation of such tents.
- If a licensee is not present at the time of tent delivery and installation, the tent supplier will not be permitted to be in the exhibit space.
- Underground electrical wiring, fiber optics and water service are installed throughout the Fairgrounds, which could result in severe electrical shock or flooding conditions. Damages to any infrastructure will be the sole responsibility of the licensee. All repairs will be invoiced, and the severity of the damages may be cause for non-renewal and/or removal of the exhibit during the Fair. Any exhibit space will be returned to the Fair and all payments made to date will be forfeited.

Encouraged Practices

- Licensees are encouraged to accept credit/debit cards as a form of payment.
- Background checks are highly encouraged for all staff employed by any licensee.
- Turn in any lost and found articles to the Administrative Building.
- Landscaping enhances your exhibit’s presentation.
- Tips are not included in your sales reported but are permitted to be collected.

Logo & Likeness

- The Fair has created a universal logo available for use. To access [click here](#).
- The artwork is to be used for any depiction of the Fair on or off property including social media.
- The Fair logo may not be used on any merchandise items.
- For questions regarding usage of the logo, please email carly@thestatefair.net or call 302-398-7003.

Banking & ATMs

- The Money Room is in the Administration Building and will open for business July 23 to August 1 from 8:00 AM to 10:00 PM.

- Automatic Teller Machines (ATMs) are located conveniently throughout the Fairgrounds (Main Gate, Food Court and Gate 3).

Deliveries

- The Fair is hereby authorized to accept deliveries (by US mail, parcel delivery service or common carrier) on behalf of the licensee starting three (3) days prior to the first day of Fair under the following provisions:
 - The licensee assumes the risk of loss of all shipments delivered to the Fair and releases the Fair of any responsibility for the receipt of said shipments.
 - The licensee expressly waives all liability and responsibility for loss or damage caused to any shipment against the Fair in handling the shipment.
 - No bailment is created by the shipment and delivery of any goods to the Fair.
- Any shipment that requires Fair staff to use a forklift or other means will result in a \$75.00 charge per delivery to the licensee. This charge will be audited by the Receiving Manager, invoiced by the Accounting Department and due upon receipt. Failure to pay any invoice before the end of the Fair will be a violation of the License Agreement and may be cause for non-renewal and/or removal of the exhibit during the Fair. Any exhibit space will be returned to the Fair and all payments made to date will be forfeited.
- All shipments must be plainly marked as follows:

Delaware State Fair
Business Name – Individual Name
PO Box 28
18500 S DuPont Hwy
Harrington, DE 19952

- Any package not labeled correctly will not be accepted by the Receiving Manager.
- Fair staff will pick up from the Post Office once daily at approximately 1:00 PM.
- No Cash on Delivery (COD) packages will be accepted at the Fair.

Receiving Building

- The Receiving Building is located west of the Administration Building on the Fairgrounds in a gated area.
- The Fair **DOES NOT** have a storage facility available to licensees.
- Deliveries made to the Receiving Building are to be picked up promptly.
- Hours of Operation will be as follows

Monday, July 20 to Saturday August 1, 2026
8:30 AM – 5:00 PM

Post-Fair Packages

- No shipments will be accepted after the Fair is over.
- The Fair is not responsible for any parcels left on the Fairgrounds and is not responsible for notifying the licensee of their arrival although reasonable and best efforts will be made to provide such notification.

- It is the licensee's responsibility to arrange for pickup and be onsite until the merchandise is picked up after the close of Fair.
- The 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 at the close of Fair will be placed in storage and a \$50.00/day storage fee will be charged.
- Administrative Services Manager must be notified in advance of any pickups after the close of Fair. A 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.

Giveaways, Raffles or Drawings

- No food, beverage or product may be given away or otherwise distributed without written approval of the Concessions Department.
- Licensees will not have the right to conduct any drawings or raffles for any form of paid compensation on the Fairgrounds.
- Licensees must provide the Fair with the names of all drawing and raffle winners.
- Licensees are prohibited from gathering signatures or other personal information outside of the exhibit space.

Samples

- Licensees must receive written approval from the Concessions Department to give samples on the Fairgrounds.
- Licensees giving samples must apply to the Delaware Department of Public Health for a Temporary Food Establishment permit.
- Samples may only be given away within the exhibit space. Licensees are prohibited to walk around with samples on the Fairgrounds.

Mobility Devices

- Licensees in need of a means of transportation may rent scooters at Gate 1, outside of the Administration Building.
- Reservations can be made ahead of time by calling 1-863-368-3000.

WIFI

- Wifi is not available to licensees.
- The Fair recommends each licensee bring a hotspot for POS devices.

Prohibited Items

- No alcoholic beverages, illegal substances, or CBD products, as defined by Delaware Law, are permitted to be brought, consumed, or distributed on the Fairgrounds.
- Intoxicated or under the influence individuals are prohibited to enter the Fairgrounds.
- No forms of tobacco or vaping products are allowed to be sold on the Fairgrounds.

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- Delaware is a tax-free state, and **charging any sales tax or other taxes is prohibited.**
- Roving concessions or exhibits are prohibited. This includes the distribution of any propaganda, political or religious materials.
- **Charging any fees for the use of a credit/debit card is prohibited.**
- Stickers and balloons are prohibited from being used in a display or distributed (sold or given away).
- Explosives and flammable substances are prohibited.
- The sale of permanent tattoos, body piercing, and pornographic materials is prohibited.
- No drinks are to be sold in glass bottles at any location on the fairgrounds.

Pets

- Pets are not allowed in the paid gate areas of the fairgrounds.
- Pets accompanying licensees must always be restrained by a leash.
- Licensees will be expected to clean up after their pets, especially in the areas adjacent to camping facilities.

Smoking

- All areas on the fairgrounds are designated as non-smoking facilities.
- The licensee agrees to post such signs as may be necessary to inform all employees and patrons of this fact and to enforce this rule whenever necessary.

Trash

- Trash collection will be made nightly after approximately 11:00 PM.
- All trash must be bagged and available to be reached by collectors.
- If awnings of stands are in the way, trash may not be collected for that night.
- Cardboard is not to be placed in trash barrels.

Cardboard & Recycling

- Cardboard receptacles placed throughout the fairgrounds will be strictly used for recycling plastic & glass bottles, aluminum & steel cans, and paper.
- Cardboard recycling will need to be taken by the licensee or authorized personnel to the Waste Management area located on Arena Avenue.
- Licensee or authorized personnel must break down any cardboard dropped off at the Waste Management area.
- Licensee and authorized personnel are required to discard recyclable products and trash in their respective bins.

RECYCLING BIN

ACCEPTABLE

Place only these materials loose, empty, clean and dry in recycling bin

PAPER
PLASTIC CONTAINERS
CANS
BOTTLES
JARS
CARTONS
PAPERBOARD
CORRUGATED CARDBOARD

NOT ACCEPTABLE

KEEP THESE ITEMS OUT!

SHREDDED PAPER
FROZEN FOOD PACKAGING
FOOD WASTE
COFFEE CUPS
GARBAGE
BROKEN GLASS



Holding Tanks

- Licensees that utilize water and create “gray water”, must supply a sufficiently sized holding tank to prevent the discharge upon the Fairgrounds.
- Licensees will make suitable arrangements for the periodic emptying or pumping (depending upon the size of the tank) of all holding tanks.
- The Fair will identify appropriate legal dumping locations.
- Holding tanks must be pumped daily, or as needed and any gray water discharged or standing on the ground is an unacceptable condition.
- Failure to comply with the proper disposal of gray water or dumping procedures on the fairgrounds will be considered a violation of the License Agreement and may be cause for non-renewal and/or removal of the exhibit during the Fair. Any exhibit space will be returned to the Fair and all payments made to date will be forfeited.

Grease Disposal

- Licensees will not throw away any refuse or empty any fluids on the ground.
- Grease barrels are provided by the Fair in convenient locations (a map will be provided at check in) and must be used.
- If a licensee dumps gray water, sewage or grease at locations not authorized by the Fair, a fine of \$1,000.00 will be billed for each infraction, plus any fine imposed by any governmental entity.
- Failure to comply with the proper disposal of liquids will be considered a violation of the License Agreement and may be cause for non-renewal and/or removal of the exhibit during the Fair. Any exhibit space will be returned to the Fair and all payments made to date will be forfeited.

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Toxic Waste

- Licensees are not to have in its possession, collect, distribute, dispose, release or otherwise discharge any toxic or hazardous waste at any time on the Fairgrounds.
- In the event a licensee is in possession of such hazardous or toxic waste, the licensee shall immediately notify the Concessions Department who will advise Delaware's Department of Natural Resources and Environmental Control.

911 Address System

- To minimize emergency response times, the Fair has implemented a 911 address system for all exhibit locations.
- Each exhibit will be assigned a unique 911 address number, and a placard will be distributed at the time of check in.
- Licensee is to display the placard in clear public view facing the street on which the exhibit frontage is located for the full duration of the Fair.

Admission

- Each concessionaire and/or exhibitor and their authorized personnel must purchase and use a gate admission pass to enter the Delaware State Fairgrounds any time paid gate hours are enforced.
- No gate admission passes or credentials are issued as part of the License Agreement.
- Discounted (50%) daily admission passes may be purchased before and during the Fair.
- Admission passes can be added to the License Agreement, as a separate charge, or purchased through the Box Office upon arrival.
- Discounted vendor admission passes cannot be purchased at the ticket gates.
- Contact the Concessions Department prior to the start of the Fair in order to receive a minor pass. Individuals with this pass will still need to have a valid admission ticket.
- Admission passes that are issued to you are for authorized personnel who will be working in your booth and may not be sold or transferred.
- Concessionaires and authorized personnel must strictly follow the Delaware State Fair's policies and procedures relating to same day/night re-admission (hand stamp plus display of previously used gate admission pass).
- No refunds will be issued for any unused gate admission passes that have been purchased.

Admission and Entry Policies and Screening Procedures



ADMISSION AND ENTRY POLICIES AND SCREENING PROCEDURES

REVISED MAY 31, 2023

Please help us keep the Fair safe and fun for all!

The Delaware State Fair is and has always been a private entity. The Delaware State Fairgrounds is private property under the jurisdiction of the Delaware State Police.

Before being permitted to enter the fairgrounds, all patrons, vendors, exhibitors, volunteers and employees will be screened for any weapons or prohibited items by the Fair's use of walk-through metal detectors that will be in use at all public entry gates (Main Gate, Gate 2, Gate 3 and Gate 7). The Fair will be utilizing the most technologically advanced weapons detection system known as "OpenGate by CEIA." As such, initial screening will not require separation from outerwear garments, wallets, purses, backpacks, bags, strollers nor the removal of the contents of any pockets.

Should a walk-through metal detector or any security official identify the need for further screening, the Fair reserves the right to conduct additional screening of the fairgoer and their bags as a condition of gaining entry or maintaining admitted status on the fairgrounds.

PROHIBITED ITEMS

1. WEAPONS

Weapons of any kind or objects that appear to be weapons are prohibited and may not be brought onto the fairgrounds. Regardless of whether you are licensed to carry or not, all concealed or open carry forms of firearms whether registered or unregistered, machine guns, rifles including semi-automatics, shotguns, antique firearms, black powder rifles, black powder shotguns, or any muzzle-loading firearms, and/or other weapons including but not limited to any variety of knife (*see exception below*), switchblade, electronic dart gun, electronic stun gun, cane sword, club, billy, blackjack, bludgeon, plastic knuckles, metal knuckles, chukka stick, sandclub, sap, wrist-brace type slingshot or slungshot, shuriken or "Kung Fu star", razor, imitation pistol, or any other dangerous or deadly instrument or weapon (or an imitation thereof that could be reasonably mistaken for a deadly instrument or weapon) are prohibited within the gates of the fairgrounds.

EXCEPTIONS:

- A. **SMALL POCKETKNIVES:** Non-locking folding pocketknife or jackknife with a blade no longer than two and one-half inches. Anyone seeking to enter the fairgrounds with a pocketknife or jackknife that meets the dimensions described above, must display the knife in a folded condition to the security officer staffing the screening devices before proceeding through the first weapons detector; and

- B. **OFF-DUTY LAW ENFORCEMENT OFFICERS:** Off-duty law enforcement officers currently employed by any of the following law enforcement agencies: (1) the Delaware State Police; or (2) New Castle County Police Department; or (3) any Delaware municipal police force; or (4) DNREC (Fish and Wildlife Natural Resource Police, Parks & Recreation & Environmental); or (5) Probation & Parole sworn officers; and (6) agents of the State Division of Alcohol and Tobacco Enforcement; or (7) Delaware State Fire Marshals; or (8) Federal FBI, US Marshal or Alcohol, Tobacco and Firearms (ATF) agents will be allowed to carry a concealed firearm provided that they show their badge and law enforcement ID to the security officer staffing the screening devices before proceeding through the first weapons detector.

This exception **does not** include: (a) current or former members of the military; or (2) former law enforcement officials; or (3) law enforcement officials from any jurisdiction outside the State of Delaware.

2. OTHER PROHIBITED ITEMS

- A. Illegal drugs, substances and related paraphernalia; and
- B. Alcohol of any kind except for alcohol lawfully possessed and consumed in the campground areas and alcohol purchased and consumed within the concert venue and the Roost; and
- C. Pets (except service animals permitted under the Americans with Disabilities Act - ADA); and
- D. Skateboards, hoverboards, roller skates, bicycles, inline skates, foot-powered or electric scooters; and
- E. Bull horns, air horns, megaphones or similar noise makers or voice amplification devices; and
- F. Drones, UAVs, UASs or any type of remote-controlled craft, car or truck; and
- G. Fireworks, sparklers or explosives; and
- H. Laser pointers; and
- I. Offensive messages on clothing; and
- J. Flags, signs, apparel or any objects bearing the image of the confederate flag; and
- K. Gang-related clothes, colors, signs and jewelry; and
- L. Any form of apparel including face masks meant to conceal the wearer's identity.

Those entering the fairgrounds will have the opportunity to discard any prohibited items at the security screening area or return the item(s) to their vehicle before entry. Prohibited items turned over to security at the time of entry will be considered confiscated and will not be returned.

Security

- The Fair agrees to provide general security for the Fairgrounds paid gate area.
- The Fair agrees to make its best efforts to lock and secure buildings in which exhibitors display items.
- 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.
- A licensee should obtain insurance to provide for any such loss.
- Licensees agree that they shall be solely responsible for the safety and security of their own tangible personal property or tangible personal property owned by a third party but within the concessionaire's possession, custody or control.
- Licensee 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.
- In the case of an emergency, dial 911.

Camping

- Camping space is available on a first-come, first-serve basis and may be available upon request.
- Camper lot(s) will be assigned by the Concessions Department.
- A signature is required and by signing the camper reservation form, the licensee agrees to assume all risks associated with their stay.
- Daily camping rates will depend on the electricity requirements of the camper, 30 amp or 50 amp, and bunkhouse or standard single living quarters unit.
- The 2026 Camping Rates will be as follows with a minimum 10 night stay:
 - Camper 30-amp - \$46.00/night
 - Camper 50-amp - \$52.00/night
 - Bunkhouse 30-amp - \$56.00/night
 - Bunkhouse 50-amp - \$62.00/night
- No campers or motor homes will be permitted in areas other than those designated by the Fair.
- No cars, trucks, or other non-camper vehicles are allowed to be used as overnight accommodations on the Fairgrounds.
- The initial camping charge is based on a 10-night minimum requirement. For camping night requests before or after the 10 days of the Fair, contact concessions@thestatefair.net.
- Failure to comply with the camping rules and regulations will be considered a violation of the License Agreement and may be cause for non-renewal and/or removal of the exhibit during the Fair. Any exhibit space will be returned to the Fair and all payments made to date will be forfeited.
- Campers must provide approved surge protectors, approved cords and back flow preventers at their expense. Any outdoor cords less than 30amp must be ground fault protected prior to hook up. Plug in ground fault protection may be provided by the Licensee or purchased from the Fair electrical staff.
- The Fair does not provide any twist lock connections. Any adapters to match fair connection points are the responsibility of the Licensee.



Surge Protector



Back Flow Preventer



Not Approved



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- Campers who are assigned a camping space will be permitted to park 1 vehicle at or near their assigned camping spot. A nearby overflow parking area can be used for a second vehicle if requested to concessions@thestatefair.net.
- Do not park in the marked off area for the Bus Parking or your vehicle will be towed.
- Overnight camping, tent camping, sleeping or any such overnight activity on the Fairgrounds is prohibited.

Camping Rules and Regulations

Welcome to the Delaware State Fairgrounds CONCESSIONS CAMPING RULES AND REGULATIONS

1. REGISTRATION FEE:

- The registration fee includes one recreational vehicle and one motor vehicle.
- All motor vehicles must be operated by a licensed driver only.
- All recreational vehicles must be registered with the DSF office and display a valid registration tag.
- The speed limit within the fairgrounds is 15 miles per hour.
- Use of motorized or electric golf carts, mopeds, segways, bicycles, skateboards, go carts, dirt bikes or scooters are strictly prohibited.

2. SEWAGE:

- The Fair does not have sewer hookups.
- **Wastewater is not allowed on the ground or into any body of water. THIS INCLUDES DISCHARGE OF GRAY WATER.**

3. PETS:

- Pets must wear current and valid rabies tag(s), name tag(s), be kept on a leash and in the company of their owner.
- Pets must be kept inside your camping unit unless you are outside. Pets must be left inside your camping unit when you are away from your site.
- Pets may be off your site only when being walked to any grassy area ONLY. When walking your pet(s), owners must carry a means of cleaning up pet's waste.
- Pets must not disturb other guests. Excessive barking will not be tolerated, and the pet owner will be required to remove the offending pet from the premises.
- Pit Bulls, Rottweilers, and other attack-prone dog breeds and exotic pets are not permitted at the Delaware State Fair. Please inquire prior to your arrival.

4. CHILDREN:

- Parents and those persons bringing children onto the grounds are responsible for the safety and discipline of these children.
- No person under 18 years of age shall occupy a camping area unless accompanied by an adult for the **DURATION OF THE FAIR.**

5. ELECTRIC:

- The Delaware State Fair **REQUIRES THAT EXTENSION CORDS MUST BE 12/3 OR HEAVIER OR YOU MAY NOT HOOK UP.**
- Generators are strictly prohibited.
- Electrical extension cords plugged into the bathhouses are prohibited.
- Cords for camper hook up shall be rated for amperage requested.

**In the event of an emergency call 9-1-1
Our physical address is 18500 S DuPont Hwy, Harrington, DE 19952
Office: 302-398-3269**

Welcome to the Delaware State Fairgrounds
CONCESSIONS CAMPING RULES AND REGULATIONS

6. NOISE & NUISANCE:

- Quiet hours are between 11:00PM and 7:00AM. Quiet means no noise or activity that can be heard by your neighbor.
- Excessive noise or any act that is deemed a nuisance by Fair management or security is not permitted at any time.
- Loud or abusive language and activities infringing upon the rights of others are strictly prohibited.
- Fireworks of all types are prohibited.

7. CAMPSITE:

- Each lot is private property and is only to be used by the person renting, their guests and visitors. The common use areas are used by all persons. Absolutely no subletting of a space is permitted.
- No modifications are to made to any site, common space or structure including fences.
- Portable pools are not permitted in any campsite.
- Alcohol is permitted but may not leave the campsite.
- Livestock & horse tie-outs are not permitted in any camp area.
- Fire lanes are to be maintained at all times.

For assistance, please notify the office if any facilities are not functioning properly.

Each camping patron agrees to hold The Delaware State Fair harmless against any loss, cost, damage, theft, or other expense, including reasonable Attorney's fees incurred by it or any other person or persons by reason of the action of said camping patron while on the premises. The Delaware State Fair will not in any way hold themselves responsible for accidents, loss, and damage by water, fire, theft or otherwise whatever may be the cause of the damage or loss, whether caused by the conditions of the premises, the error or omission or negligence of any employee or agent of The Delaware State Fair or otherwise.

Camping patrons who violate these regulations agree to leave the grounds within one hour and forfeit all rental fees. All decisions will be made by the Delaware State Fair or its representative and are considered final.

In the event of an emergency call 9-1-1
Our physical address is 18500 S DuPont Hwy, Harrington, DE 19952
Office: 302-398-3269

Initial: _____

Golf Carts

- Motorized carts are not provided from the Fair to the licensee.
- Licensees who intend to use a motorized cart (i.e. gator, mule, golf cart, etc.) must notify the Concessions Department two (2) weeks prior to fair, pay a fee of \$300.00 and have insurance for the motorized cart with the Delaware State Fair listed as Additionally Insured.
- Upon arrival, licensees may not use any motorized cart prior to obtaining and displaying a valid golf cart permit. This includes the days prior to the Fair's opening.
- The operator must possess a valid driver's license and produce it if requested.
- All people riding on the golf/motorized cart/vehicle must have a seat space. No hanging, standing, or lap sitting allowed.
- Licensee golf cart permits must be picked up in the Administration Building.
- Motorized carts are not to be operated within the formal fairgrounds between the hours of 12:00 NOON and 10:00 PM.
- An authorized route map will be made available at the time the permit is issued.
- Failure to comply with the golf cart policies will be considered a violation of the License Agreement and may be cause for non-renewal and/or removal of the exhibit during the Fair. Any exhibit space will be returned to the Fair and all payments made to date will be forfeited.

Electrical Connections

- All electric service connections will be temporary and are required to be installed and serviced by the Fair's electricians.
- Each electrical service connection will be billed separately.
- Indoor exhibitors will be furnished with access to basic electric service (110/120v, 20-amp, single-phase service, one (1) single outlet) at no charge.
- Outdoor licensees will be charged a fee based on the electrical service requested and stated in the license agreement.
- The 2026 Electrical Service Rates will be as follows:
 - Metered: \$.30/kWh
 - 120v/30amp - \$175.00
 - 240v/30amp - \$305.50
 - 240v/50amp - \$390.00
 - 240v/60amp - \$474.50
 - 240v/70amp - \$533.00
 - 240v/80amp - \$598.00
 - 240v/100amp - \$734.50
 - 240v/150amp - \$1079.00
- Any requests after the initial license agreement are subject to the discretion of the Fair's Electrical Department.
- All licensees are responsible for all internal wiring required to operate.
- All licensees must provide a sufficient, adequately sized cable at least one hundred (100) foot long to reach electrical service panels.

- Any outdoor cords less than 30amp must be ground fault protected prior to hook up. Plug in ground fault protection may be provided by the Licensee or purchased from the Fair electrical staff.
- The Fair does not provide any twist lock connections. Any adapters to match fair connection points are the responsibility of the Licensee.



Not Approved

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- The Fair does not assume responsibility for electrical failures or liability for costs and/or damages related to electrical failures (i.e. damages 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, additional expenses incurred in using existing facilities, claims of customers of the licensee, etc.).

Purveyors

- The Fair has non-exclusive supply contracts with certain purveyors offering convenient on-site delivery during Fair.
- Licensee should check with the purveyor prior to arrival to set up an account or establish delivery days.
- Any use of Vendor Exhibitor Parking or Restock Truck pass by unlicensed purveyors is strictly prohibited.

Designated Bottler

- The Delaware State Fair designated bottler through the 2027 Fair is Pepsi.
- Licensees selling bottled water, juices, sports and energy drinks and soft drinks (bottled or fountain) must stock and use the designated bottler's products only.
- 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.
- Failure to comply with the designated bottling distribution requirements will be considered a violation of the License Agreement and may be cause for non-renewal and/or removal of the exhibit during the Fair. Any exhibit space will be returned to the Fair and all payments made to date will be forfeited.
- If the exhibit has other signage, logos, cups, etc. that are not Pepsi, it is the licensee's responsibility to contact the local Pepsi representative prior to Fair and get those items rebranded upon arrival.

Stock Trucks

- The licensee must make the Concessions Department aware of any stock truck (including dry stock trucks) at least three (3) weeks prior to arrival. This includes the length, width, electric requirements, and access point needed for operation.
- Stock truck space is limited and may not be placed directly with the exhibit space assigned. If it is necessary for the immediate operations, please notify the Concessions Department.
- Stock truck placement must be confirmed with the Concessions Department prior to unhitching or dropping.
- Any stock truck that will be using electric will be charged with the fees as follows:
 - 120v/30amp - \$175.00
 - 240v/30amp - \$305.50
 - 240v/50amp - \$390.00
 - 240v/60amp - \$474.50
 - 240v/70amp - \$533.00
 - 240v/80amp - \$598.00
 - 240v/100amp - \$734.50
 - 240v/150amp - \$1079.00
- Stock trucks using electricity are required to be installed and serviced by the Fair's electricians.
- Fair electricians will tag the concessionaires stock truck with the 2026 official Stock Truck tag. This tag must be displayed on the stock truck for the entirety of the Fair.
- Licensees must provide a sufficient, adequately sized cable at least one hundred (100) foot long to reach electrical service panels.
- If using an outdoor fridge or freezer, pallets must be placed underneath. Pallets are not provided by the Fair.
- Any outdoor cords less than 30amp must be ground fault protected prior to hook up. Plug in ground fault protection may be provided by the Licensee or purchased from the Fair electrical staff.
- The Fair does not provide any twist lock connections. Any adapters to match fair connection points are the responsibility of the Licensee.



Not Approved



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Restocking

- Buildings will be open to exhibitors at least sixty (60) minutes prior to opening to the public for loading and unloading purposes.
- Vehicles are not permitted inside buildings for any purpose including loading and unloading.
- Storage is not available inside of any building including behind pipe and drape.
- Concessions Restock Hangtag:
 - All licensees will be issued one (1) Concessions Restock Hangtag per location that will give access into the “paid gate” fence line area prior to 10:00 AM.
 - This hangtag gives you access to the grounds only through Gate 2 and 3.
 - All vehicles with this tag must be removed from within the “paid gate” part of the grounds by 10:00 AM or are subject to be towed.

Concessions Parking

- Licensees may only use gates authorized by their parking pass.
- All commercial vehicles are to be removed from the Fairgrounds by 10:00 AM.
- Vendor Lot Window Clings, Concessions Camping Hangtags or Simpson Road Hangtags do not permit vehicles to be on the fairgrounds after 10:00 AM.
- Vendor Lot Window Cling
 - Licensees that are not camping on the grounds will be issued one Exhibitor Lot Window Cling that will give them access to park in the Exhibitor Lot.
 - This parking lot can fill up. To ensure parking, try to arrive earlier in the day.
- Concessions Camping Hangtag
 - The Concessions Camping Hangtag will allow you access to the 600 series camping lot.
 - Licensees who are assigned a camping space will be permitted to park one vehicle at or near the assigned camping spot.
- Simpson Road Hangtag
 - Licensees camping or parking stock trucks on Simpson Road, the 500 series lot, will receive a Simpson Road Hangtag.
 - Licensees who are assigned a camping space will be permitted to park one vehicle at or near the assigned camping spot.

Fair Employee Discounted Food

- The Fair prohibits any of the Fair’s employees or volunteers accepting any form of gratuity (cash, services or anything of value including free food and beverage).
- To avoid the appearance of any impropriety or favoritism, please refrain from offering any form of gratuity to any fair-related personnel.

Sub-Licenses

- No licensee shall be permitted to sublet or sublicense in whole or any part of the exhibit space. The License Agreement is personal between the Fair and the licensee.
- The licensee may not assign the License Agreement.

- The licensee may not sell any interest in a stand (mobile or permanent) without obtaining the Fair's prior written consent.
- The requirement for obtaining consent from the Fair will be triggered upon the proposed transfer or conveyance of more than fifty percent (50%) of the present ownership.

Laws, Licenses and Permits

- Licensee agrees to comply with all applicable, Federal, State and local laws, ordinances, rules, regulations, statutes and policies including the Rules and Regulations by the Fair.
- Licensee will comply with the provisions of the Federal Americans with Disabilities Act, Delaware Accessibility Code, Federal Civil Rights Acts, health and fire codes, trademark, copyright, and other intellectual property laws, including those pertaining to music licensing and apparel.
- Licensee agrees to obtain the proper licenses and/or permits for the use of the space and any of the activities 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.
- Licensee agrees to promptly pay all applicable taxes and carry the proper licenses and permits.
- Licensee acknowledges receipt from the Fair of the reporting form provided by the Division of Revenue of the State of Delaware.
- Licensee will be responsible for all federal and state income taxes, deductions and taxes relating to employees and employment.
- Licensee agrees not to discriminate against any employee, applicant for employment or patron because of race, religion, creed, national origin, disability, gender, age, and sexual orientation. Concessionaires will not discriminate against any person relative to admission, services or privileges offered to or enjoyed by the public.

Business Licensing

- Any licensee who transacts a temporary or transient business from a building, structure, motor vehicle or real estate for a period of less than four (4) months during the year or less than 90 actual days of business is required to comply with the provisions of Chapter 47 of Title 6 of the Delaware Code regarding the licensing and bonding provisions as a Transient Retailer.
- Licensees must obtain a business license of \$90 for the first place of business and \$40 for each additional location.
- Licensees must be renewed annually on or before December 31st of each year and may be prorated during the initial year of business.
- Licensees must also register with the Division of Revenue describing their merchandise to be sold and the name and address of his/her registered agent within Delaware.
- Licensees must supply a bond in the amount of \$1,000 to the Division of Revenue.
- The statute provides for ten exemptions from the above provisions.
- Licensees falling within enumerated categories in Chapter 47, Title 6, Delaware Code are not subject to the foregoing but must obtain a transient retailers license (\$40) if they conduct business for ten days or less during any year and do not intend to become permanent retailer.

Delaware Transient Retailers Tax Tips

TAX TIPS TRANSIENT RETAILERS CONDUCTING BUSINESS IN DELAWARE

Things You Should Know

Definition *30 Del. C., Ch. 29 and 6 Del. C., Ch. 47*

Any retailer who transacts a temporary or transient business from a building, structure, motor vehicle or real estate for a period of less than four (4) months during the year or less than 90 actual day of business is required to comply with the provisions of Chapter 47 of Title 6 of the Delaware Code regarding the licensing and bonding provisions as a Transient Retailer.

Transient retailers must obtain a business license, \$90 for the first place of business and \$40 for each additional location. Licenses must be renewed annually on or before December 31st of each year and may be prorated during the initial year of business. Transient retailers must also register with the Division of Revenue describing their merchandise to be sold and the name and address of his/her registered agent within Delaware. Additionally transient retailers must supply a bond in the amount of \$1,000 to the Division of Revenue. The statute provides for ten exemptions from the above provisions. Retailers falling within enumerated categories in Chapter 47, Title 6, Delaware Code are not subject to the foregoing but must obtain a transient retailers license (\$40) if they conduct business for ten days or less during any year and do not intend to become a permanent retailer. See Technical Information Memorandum 87-3 and 91-2 for more information.

Gross Receipts

Consideration for services rendered includes cash, checks, credit cards, gift certificates, travelers checks, money orders, barter, trade-ins manufacturer's coupons and rebates, and any other consideration of any kind. Unless specifically exempted, every type of service provided is subject to an annual license fee and an additional fee based on the gross receipts received from such services. This additional license fee is called a 'gross receipts tax'.

Gross Receipts Do Not Include:

- Tobacco products tax or motor fuel taxes paid or payable to the State of Delaware
- Gasoline or special fuel taxes paid to the Federal government
- Alcoholic beverages sold for off-premise consumption authorized by the Alcoholic Beverage Control Commission
- Home heating oil
- Returned merchandise
- Like kind exchanges
- 'In Store' or 'Doubling' of manufacturer's coupons
- Motor vehicles, trailers and motorcycles titled to the owner
- Unprocessed agricultural products including nursery and floral sold by the owner of the farm or nursery
- Sales of handmade, painted or craft objects by the artist or craftperson of less than \$1,000 per year
- Crabs sold by a person who holds a Delaware license to conduct commercial crabbing
- Sales by non-profit organizations exempt from Federal taxation under 501(c) of the Internal Revenue Code
- Certain sales to the State of Delaware which are administered by the Department of Administrative Services

Gross Receipts May Not be Reduced By:

- Cost of material and/or labor
- Interest, discount or delivery costs
- State or Federal taxes

License and Gross Receipts Requirements

A transient retailer is required to obtain a business license -- \$90 for the first location and \$40 for each additional location - which must be renewed annually on or before December 31st of each year. Additionally, every retailer must pay a gross receipts tax at the rate of .7543% (.007543) for taxable gross receipts received from selling tangible personal property. The first \$100,000 of gross receipts received per month (\$300,000 quarterly) are exempt from the gross receipts tax. Gross Receipts should be filed on-line or with a paper form. Both can be accessed from our website at www.revenue.delaware.gov. To register with the Division of Revenue and obtain a business license, please complete a Combined Registration Application and mail to the Division of Revenue with the appropriate fee or file-online using OneStop. Both can be accessed from the link above.

Note: Transient retailers who are exempt from the provisions of Chapter 47 of Title 6, are subject to an annual gross receipts tax at the rate of 0.7543% (.007543) on gross receipts which exceed \$3,000 annually.

Tax Rates and Exclusions

	Tax Rate	Monthly Exclusion
Transient Retailer	.007543	\$100,000
Sample Calculation	Total Gross Receipts	\$173,000
	Less Exclusion	<u>100,000</u>
	Taxable Gross Receipts	\$ 73,000
	Tax Rate	<u>x.007543</u>
	Tax Due	\$ 544

(Note: Delaware requires that tax due be rounded-off to the nearest dollar amount.)

Due Dates of Returns

New licensees will file on a quarterly basis through their first calendar year. The Division of Revenue will then perform a 'lookback' procedure and determine if the filing frequency should be changed.

Monthly Filers	20 th day of the following month
Quarterly Filers	last day of the first month after the end of the calendar quarter.

Gross Receipts Tax Exemption

Gross receipts (and for purposes of the tax imposed by Chapter 43, Title 30 of the Delaware Code "rent" and "lease rental payments") from transactions between related entities are not subject to gross receipts tax. For this purpose, entities are "related" only if (i) the same five or fewer natural individuals own, directly, indirectly or beneficially, 80% or more of each entity, or (ii) 100% of each entity is owned by member or members of a single family. See Section 2120(b) of Title 30 of the Delaware Code for further details, including the definition of family member for purposes of this exclusion.

Common Ownership/Direction

A business that operates through more than one branch or legal entity is only entitled to one monthly or quarterly exclusion from gross receipts, if the branches or entities making up the enterprise have common ownership or common direction and control.

Caution Concerning Multiple Exclusions

Nearly all licensees are permitted to reduce their monthly or quarterly gross receipts by certain specific exclusions in determining their taxable gross receipts. The Delaware Code limits the number of allowable exclusions for each general business activity. A taxpayer conducting a business activity for which an exclusion is provided is entitled to **ONLY ONE** monthly or quarterly exclusion regardless of the number of locations at which such activity is conducted. For example, a taxpayer who operates multiple convenience stores at which gasoline is also sold should aggregate the receipts from all goods sold at all locations and subtract only one monthly exclusion. Separate retail licenses are not required for the sale of food and petroleum products. While the Division of Revenue may assign a unique business code which reflects the primary product sold, retailers, wholesalers and manufacturers may sell or manufacture multiple product lines without obtaining a separate license for each product line. However, separate licenses are required and separate exclusions are permitted if a taxpayer conducts more than one **ACTIVITY**, such as retailing and wholesaling.

Retail Crime Fee

Effective September 16, 2008, an annual fifteen dollar (\$15.00) Retail Crime Fee has been added to General retail business licenses and Grocery store retail licenses. There are no additional forms to complete in order to remit this fee.

As a result of the Retail Crime Fee: 1) The annual and three year license fees for all general retailers and grocery store retailers with a primary license location will increase from \$75 to \$90 and \$225 to \$270, respectively, beginning September 16, 2008, and 2) The annual and three year license fees for all general retailers and grocery store retailers with secondary, branch or transient location will increase from \$25 to \$40 and \$75 to \$120, respectively, beginning September 16, 2008.

Regulatory and Local Requirements

The Business License Issued by the Division of Revenue is not a regulatory license and the issuance of such license does not attest to the qualifications of the applicant to perform the activity described on such license. Many local jurisdictions have requirements for a business license and may have restrictions concerning the locations of conducting the referenced business activity. Please check with the local government office in the town, city or county in which you will conduct your business.

The State of Delaware also has a Division of Professional Regulations. Many occupations and some types of equipment have regulatory requirements. Please contact the Division of Professional Regulation for more information.

General

If you have any questions, please contact one of the following offices.

<i>Wilmington</i>	<i>Dover</i>	<i>Georgetown</i>
Division of Revenue Carvel State Office Building 820 North French Street Wilmington DE 19801 (302) 577-8205	Division of Revenue Thomas Collins Building 540 South DuPont Highway Suite 2 Dover DE 19901 (302) 744-1085	Division of Revenue 20653 Dupont Blvd Ste 2 Georgetown DE 19947 (302) 856-5358

or by e-mail at: richard.jczyk@state.de.us (302) 577-8265

File Gross Receipts On-line:
www.grossreceiptsfiling.delaware.gov

or

Print an Interactive Gross Receipts Coupon:
http://www.revenue.delaware.gov/services/Business_Tax/Forms_New.shtml#gr

Temporary Food Establishment

- All food and beverage concessionaires must complete and return to the Concessions Department an “Application for Permit to Operate a Temporary Food Establishment”.
- Failure to submit the Temporary Food Establishment Application to the Concessions Department by May 30 may result in denial to sell/serve food at the upcoming Fair.
- Failure to secure a Temporary Food Establishment permit will be considered a violation of the License Agreement and may be cause for non-renewal and/or removal of the exhibit during the Fair. Any exhibit space will be returned to the Fair and all payments made to date will be forfeited.

Back Flow Preventers

- All food and beverage concessionaires must supply a back-flow preventer for each water hookup to stop non-potable water from flowing backward into the system.
- During health inspections on the first day of the Fair, Delaware Health and Social Services will be checking each exhibit for the backflow preventer water hook up connection to be working properly.
- Failure to secure a successful backflow preventer water hook up will be considered a violation of the License Agreement and may be cause for non-renewal and/or removal of the exhibit during the Fair. Any exhibit space will be returned to the Fair and all payments made to date will be forfeited.

Temporary Food Establishment Permit



DELAWARE HEALTH AND SOCIAL SERVICES
 Division of Public Health
 Environmental Health Field Services

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 Service Ctr.
 544 S. Bedford Hwy.
 Georgetown, DE 19732
 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 _____ (State) Delaware (City) _____ (Zip) _____

APPLICANT

Business/Organization/Person Holding Event _____ Primary County _____ Person-in-Charge During Event
 Name _____
 Mailing Address _____
 (City) _____ (State) _____
 Phone _____ (required) _____

MENU and FOOD PREPARATION

Proposed Menu _____
 Source(s) of Food and Milk _____
 Site of Food Preparation On-site Another location (Specify) _____
 Method used to maintain cold food at 41 degrees or lower _____
 Method used to maintain hot food at 165 F or above _____
 Source of Water Public Well Bottled _____ Source of Ice Produced in Permitted Kitchen Purchased Bagged
 Method of Dishwashing 3-compartment Warewashing Sink 3 Containers Labeled Wash, Rinse, Sanitize
 No Dishwashing, 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, or 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 in Delaware not owned by the applicant require a signed commissary agreement.
- If food preparation is performed 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 **155 degrees F or above**.
- Cold holding units, such as refrigeration units or coolers with drained ice, must be available to keep food at **41 degrees F or below**.
- Animal products served raw or undercooked (examples: sunny-side up eggs, carpaccio, raw eggs as an ingredient in Caesar salad dressing or mayonnaise, etc.) must have 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.**

PREVENTING CONTAMINATION

- Food must be stored off the ground.
- Only single-service (disposable) containers may be given to customers.
- Unless a sufficient quantity of equipment and utensils are provided for handwashing onsite, a hard plumbed three-compartment sink, a portable three-compartment sink, or three basins labeled WASH, RINSE, SANITIZE shall be provided, be large enough to accommodate the immersion of the largest piece of equipment, utensils, and linens, and have 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 and water, 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** 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.
- Employees with infectious diseases must be restricted from handling food.

WATER SUPPLY AND WASTE DISPOSAL

- Drinking water must be obtained from an approved source utilizing food grade hoses. All physical connections to a water supply must maintain adequate backflow prevention, such as a vacuum breaker.
- An approved method must be used for liquid waste disposal.
- Refuse in easily accessible containers and promptly remove from preparation and service areas.

FACILITY

- A tent or canopy large enough to cover food preparation, storage, and service areas must be provided.
- If ground is not paved, 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 re-entering 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.

Styrofoam & Single Use Plastics

- The State of Delaware has enforced a statewide ban on polystyrene foam containers (commonly known as Styrofoam) and select single-use plastic items, including plastic straws, coffee stirrers, cocktail picks, and sandwich picks.
- All licensees are to use alternative packaging materials.
- Plastic straws may only be provided upon patron request.
- Acceptable alternatives that may be offered with every drink include bamboo straws or those made from recycled materials.
- This policy applies to all licensees, including nonprofit and religious organizations.
- Licensees should take this regulation into account when ordering supplies for the Fair.

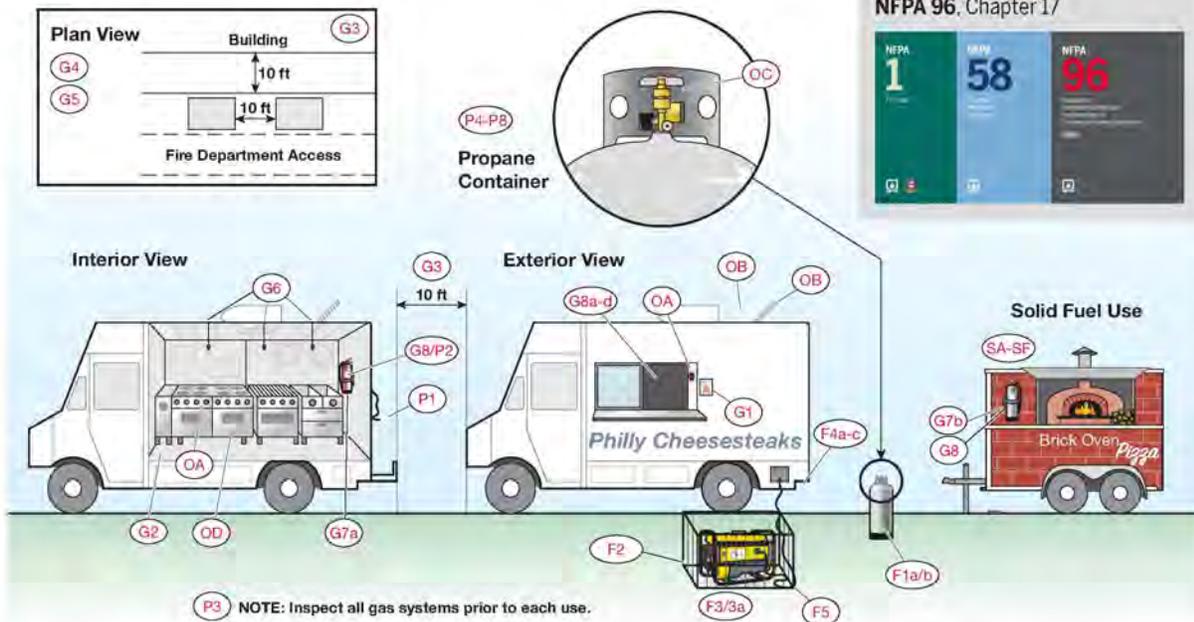
Fire Prevention

- Licensees cooking any food products must have a multipurpose dry chemical extinguisher rated at least 2A-15BC or a CO2 extinguisher with at least a 15C rating.
- Licensees cooking any food products must comply 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 exhibits, should be secured to a permanent wall or partition.
- LP gas tanks used for cooking must be placed outside any Fair building and must be placed and stored in full compliance with the State of Delaware Office of the Fire Marshal rules and regulations.



FOOD TRUCK SAFETY

The safety requirements in NFPA® codes that apply to food trucks are shown in the diagram below. NFPA code references are in brackets at the end of each checklist item and the red keys correspond to the keys in the diagram.



Key Codes

NFPA 1
NFPA 58, Chapter 16
NFPA 96, Chapter 17

General Safety Checklist

- Obtain license or permits from the local authorities. [1:1.13.8] **G1**
- Ensure there is no public seating within the mobile food truck. [1:50.8.3.2] **G2**
- Check that there is a clearance of at least 10 ft away from buildings, structures, vehicles, and any combustible materials or as prescribed by the AHJ. [96:17.2] **G3**
- Verify fire department vehicular access is provided for fire lanes and access roads. [1:18.2.4] **G4**
- Ensure clearance is provided for the fire department to access fire hydrants and access fire department connections. [1:13.1.4; 1:13.1.5] **G5**
- Check that appliances that produce grease-laden vapors and that might be a source of grease in the hood, grease removal device, or duct are protected by fire-extinguishing equipment. [96:10.1.2] **G6**
- Verify portable fire extinguishers have been selected and installed in kitchen cooking areas in accordance with NFPA 10. [96:10.9] **G7a**
- Where cooking appliances that use solid fuel, such as charcoal or wood, produce grease-laden vapors, make sure the appliances are protected by listed fire-extinguishing equipment. [96:15.7.1] **G7b**

- Ensure that workers are trained in the following: [96:17.11] **G8**
 - Proper use of portable fire extinguishers and extinguishing systems [96:17.11.1(1)] **G8a**
 - Proper method of shutting off fuel sources [96:17.11.1(2)] **G8b**
 - Proper procedure for notifying the local fire department [96:17.11.1(3)] **G8c**
 - Proper procedure for how to perform simple leak test on LP-Gas connections [96:17.11.1(5)] **G8d**

Fuel & Power Sources Checklist

- Verify that fuel tanks are filled to the capacity needed for uninterrupted operation during normal operating hours. [1:10.14.11.1 for carnivals only] **F1a**
- Ensure that refueling is conducted only during non-operating hours. [96:17.9.3] [1:10.14.11.2 for carnivals only] **F1b**
- Check that any engine-driven source of power is separated from the public by barriers, such as physical guards, fencing, or enclosures. [96:17.6.2.2] **F2**
- Ensure that any engine-driven source of power is shut down prior to refueling from a portable container. [1:10.15.4] **F3**



FOOD TRUCK SAFETY *Continued*

- Check that surfaces of engine-driven source of power are cool to the touch prior to refueling from a portable container. **F3a**
- Make sure that exhaust from engine-driven source of power complies with the following: **F4**
 - At least 12 ft in all directions from openings, air intakes, and means of egress [96:17.6.2.3(1)] **F4a**
 - Directed away from all buildings [96:17.6.2.3(2)] **F4b**
 - Directed away from any mobile or temporary cooking operations [96:17.6.2.3(3)] **F4c**
- Ensure that all electrical appliances, fixtures, equipment, and wiring complies with the NFPA 70® [96:17.9.1] **F5**

Propane System Integrity Checklist

- The main shutoff valves on a container for liquid and vapor are either accessible without the use of tools, or other equipment is provided to shut off the container valve. [58:16.3.4] **P1**
- Ensure that during cooking operations at least one person is trained in emergency response procedures and knows how to shut off fuel sources, change out LP-Gas containers, and the properties of LP-Gas. [58:16.8.1] **P2**
- Visually inspect LP-Gas systems daily for damage and proper operation prior to each use. [96:17.8.2.3] **P3**
- Perform pressure testing on all new or modified piping systems. [58:16.6.10] **P4**
- Perform leak testing on cylinder connections with a noncorrosive leak-detecting fluid or other approved leak detection method each time a cylinder(s) is replaced. [58:16.11.5] **P5**
- Document leak testing and keep documentation in the mobile food facility. [58:16.11.3, 16.11.3.1] **P6**
- Ensure that on gas system piping, a flexible connector is installed between the regulator outlet and the fixed piping system. [58:16.6.8.1] **P7**
- Where a gas detection system is installed, ensure that it is tested monthly. [96:17.8.2.2] **P8**

Operational Safety Checklist

- Do not leave cooking equipment unattended while it is still hot. (This is the leading cause of home structure fires and home fire injuries.) **OA**
- Operate cooking equipment only when exhaust systems are on. [96:12.1.1] **OB**
- Close LP-Gas container valves when system is not in use. [58:16.9.1] **OC**
- Keep cooking equipment, including the cooking ventilation system, clean by regularly removing grease. [96:12.4] **OD**

Solid Fuel Safety Checklist (Where Wood, Charcoal, Or Other Solid Fuel Is Used)

- Fuel is not stored above any heat-producing appliance or vent. [96:15.9.2.2] **SA**
- Fuel is not stored closer than 3 ft to any cooking appliance. [96:15.9.2.2] **SB**
- Fuel is not stored near any combustible flammable liquids, ignition sources, chemicals, and food supplies and packaged goods. [96:15.9.2.7] **SC**
- Fuel is not stored in the path of the ash removal or near removed ashes. [96:15.9.2.4] **SD**
- Ash, cinders, and other fire debris should be removed from the firebox at regular intervals and at least once a day. [96:15.9.3.6.1, 15.9.3.6.2] **SE**
- Removed ashes, cinders, and other removed fire debris should be placed in a closed, metal container. [96:15.9.3.8.1] **SF**



NFPA Resources

Review these and other NFPA resources at: nfpa.org:

- NFPA 1, *Fire Code*, 2024 Edition
- NFPA 1, *Fire Code Handbook*, 2021 Edition
- NFPA 10, *Standard for Portable Fire Extinguishers*, 2022 Edition
- NFPA 58, *Liquefied Petroleum Gas Code*, 2024 Edition
- *LP-Gas Code Handbook*, 2024 Edition
- NFPA 70®, *National Electrical Code*®, 2023 Edition
- *National Electrical Code*® *Handbook*, 2023 Edition
- NFPA 96, *Standard for Ventilation Control and Fire Protection of Commercial Cooking Operations*, 2024 Edition
- NFPA 96, *Standard for Ventilation Control and Fire Protection of Commercial Cooking Operations Handbook*, 2017 Edition

Learn More

- ▶ Get free digital access to NFPA codes and standards at: nfpa.org/docinfo.
- ▶ Read the latest news and updates at: nfpa.org/foodtrucksafety.



**IT'S A BIG WORLD.
LET'S PROTECT IT TOGETHER.®**

This information is provided to help advance safety of mobile and temporary cooking operations. It is not intended to be a comprehensive list of requirements for mobile and temporary cooking operations. Check with the local jurisdiction for specific requirements. This safety sheet does not represent the official position of the NFPA or its technical committees. The NFPA disclaims liability for any personal injury, property, or other damages of any nature whatsoever resulting from the use of this information. For more information, go to nfpa.org/foodtrucksafety.

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Propane Safety

- All propane tanks coming on the grounds must not be older than 10 years UNLESS they bear a “Re-qualification Date” sticker.
- The State of Delaware requires that all propane tanks coming on the fairgrounds in any form, and for either commercial or camping use be inspected at the time the camper, trailer, or booth is initially placed on the grounds.

Is your propane cylinder **SAFE?**

Propane cylinders must be periodically requalified to be safe for use*. Do not use cylinders that have not been requalified because you risk property damage, severe injuries, or death.

To see if your cylinder is okay to use, look for these markings:

- A Manufacturing Date:**
Cylinders must be requalified within 10 years of manufacture (in this illustration by May 2015).
- B Requalification Date:**
If the cylinder is older than 10 years, look for a "requalification date."



Type of Inspection	
V123456	0714 E
Requalifier ID Number	Month/Year requalified

This illustration indicates a visual inspection and must be requalified within 5 years or by July 2019.

Other possible requalification markings:

No alphabetic expiration date means the cylinder must be requalified within 10 years (by July 2024 in this example).	"S" means the cylinder must be requalified within 10 years (by July 2024 in this example).	"E" means the cylinder must be requalified within 5 years (by July 2019 in this example).

Licensees with Percentage

- Select licensees are required to pay a commission of 17% of sales against a guarantee rental amount as stated in their License Agreement.
- Licensees agree that the Fair may audit the operation of the exhibit, 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.
- Licensees 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.
- Licensees with percentage must bring in a Z-tape or approved method of accounting July 24-August 1 between 8:00 AM and 12 NOON to the Administration Building.
- All sales reports and payments must be made by the licensee, prior to the opening of that exhibit on the next day.
- Each day, licensees will receive an updated copy of their 2026 Daily Reporting Form that compiles the sales from the previous day.
- Once the reported sales reach the point that the deposit has been reduced to \$0, licensees will need to settle with the cashier by paying the 17% due each day. By reading the daily report the licensee can tell when that will probably occur so, please bring enough cash to pay the bill at the same time.
- The final day of sales activity shall be closed out at the Administrative Office starting at 11:00 PM and will run through 1:00 AM Sunday morning.
- Any licensee who has not performed the final settlement with the Concessions Cashier by 2:00 AM 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 the Fair.
- Failure to comply with the financial reporting procedures will be considered a violation of the License Agreement. 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 the violation may result in the immediate cessation of the right and privilege to do business on the fairgrounds.

Approved Accounting Systems

- All licensees with percentage must supply a Fair approved cash register or accounting system (i.e., point of sale) to record all sales transactions.
- All sales transactions must be recorded and processed through the approved cash register or accounting system.
- All POS systems and registers must be enrolled, inspected and tagged by a Concessions Cashier.
- The number of devices/registers will be identified and noted on your Daily Reporting Form.
- Each cash register must be capable of the following:
 - 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
 - Transaction total display viewable by the customer (pivot display design suggested)
 - Continuous Grand Total
 - Cumulative "Z" Counter

- Daily Z-Tape must be presented each day for every register even those with no transactions on any given day
- “X” Readings
- 30-Day Back Up Battery
- “Current” Printed Date and Time on Detail Tape
- Key Protector
- Cash Drawer must be linked to the register and automatically open and close with each transaction
- Price Look Up (PLU) or Preset Keys for each product sold
- Each POS system must be capable of the following:
 - All devices will be given a name specific to The Delaware State Fair
 - Each POS terminal must be capable of printing a receipt and all customers must be given a receipt.
 - If you do not have a printer for the POS device, capable of giving customer receipts and using a cash register for cash, all credit transactions must be rung into the cash register as CREDIT and a receipt given to the customer
 - 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
 - Individual Daily Sales Report by device and all devices’ reports must be presented daily even those with no transactions on any given day
 - The daily sales report must be segregated by cash sales and credit/debit card sales
 - Cumulative summary report
 - Product daily journal upon request
 - Cash Drawer must be linked to the register and automatically open and close with each transaction
 - Preset keys for every item
 - Forward facing customer display
- If the register or POS device system fails to work properly, the Concessions Department must be notified immediately.

Register and POS Operation

- Licensees must program the cash registers and POS devices with either PLUs (price lookup keys) or programmable keys for each product on the 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 the licensee.
- 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.

Enrollment of Accounting Systems

- The Concessions Cashier will inspect each stand's register(s) and/or POS system (Square or Clover) prior to the commencement of Fair.
- The Concessions Cashier will set up an appointment with the licensee for the enrollment and tagging process.
- No register or POS device can be used until it is enrolled and tagged.
- The Concessions Cashier 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.
- Each register and POS device that is approved will be tagged, and that tag must remain on the register or device for the duration of the Fair.

Method of Payments

- All registers and POS systems must be set up to record methods of payment as either: Cash and Credit/Debit.
- Cash, credit/debit, HRI approved food purchases and Fair-issued meal tickets are the only forms of payment that are to be accepted.
- Licensees are encouraged to accept credit/debit cards as a form of payment.
- Charging any fee for the use of a credit/debit card is prohibited.
- Charging any sales tax in the State of Delaware is prohibited.
- The use of digital wallet payments (i.e., Apple Pay, Cash App, Google Pay, Pay Pal, Venmo, and Zelle) must be approved in advance by the Concessions Cashier and show as a method of payment on the point of sale (POS) system.
- All HRI approved food purchases and Fair-issued meal tickets transactions are to be rung up as "Check".
- Cash and credit/debit cards must be shown separately on all Z tapes and POS-platform issued daily sales reports by the 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.

Meal Vouchers

- Official Delaware State Fair Meal Tickets must be accepted by all food and beverage concessionaires.
- Only current year tickets/vouchers should be accepted.

Initial: _____

- All meal vouchers are issued in the face amount of \$5.00.
- All concessionaires must give change for purchases less than the amount of the meal ticket(s) presented.
- All meal tickets must be submitted any day at the Money Room window before the last Saturday night.
- Failure to secure accept Official Delaware State Fair Meal Tickets will be considered a violation of the License Agreement and may be cause for non-renewal and/or removal of the exhibit during the Fair. Any exhibit space will be returned to the Fair and all payments made to date will be forfeited.

Daily Sales Reports

- Licensees are required to maintain a daily record of all gross receipts derived from the operation.
- This record shall be made available to the Fair at any time during the Fair.
- Daily sales report forms will be provided by the Concessions Department.
- The report form compiles sales data from all registers and devices at each stand. Only complete daily sales reports will be accepted.
- The previous day's daily sales reporting form together with an approved "Z" tape report and/or the POS-platform generated daily sales report by device must be turned in to the Administration Building between 8:00 AM and 12:00 NOON daily.
- The final day of sales activity will be closed out at the Administrative Office starting at 11:00 PM and will run through 1:00 AM Sunday morning. Please provide a 10-day "Z" tape accompanied with the settlement process to the Concessions Cashier to audit with our accounting system.
- The daily 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.
- Please allow enough time so that any questions concerning sales sheets or other issues can be addressed.
- Once the sales figures are approved and calculated, any amounts due must be paid to the Concessions Cashier.
- The Fair will maintain a record of your continuous running total of gross sales for each device during the Fair, a copy of which will be available upon request from the Concessions Cashier.
- Licensees requesting the return of the "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.
- Cash Registers
 - 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 there is not a loss of 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 the figures.
 - When changing journal tapes, the used tape must be kept on grounds during the entire Fair.
- POS Systems
 - Daily sales reports that give a breakdown and accounting of all sales activity for each day for each device will be required.

- Licensees operating a POS system (Square/Clover) will have access to a specific Concession Cashier. Usually, these transactions take less time to reconcile daily and there will be priority given during the settlement process.
- Hybrid Systems Stands
 - 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 there is not a loss of any daily sales information due to lack of register tape.
 - When changing journal tapes, the used tape must be kept on grounds during the entire Fair.

Delaware State Fair Daily Reporting Form

The Delaware State Fair
2026 Daily Reporting Form
Food and Beverage Operations Only Per Stand

Business Name: _____

Contract #: _____

Location: _____

Guarantee: \$ _____

Space Paid: \$ _____

Sale Date: ____/____/____ Day # ____/10

	Device 1	Device 2	Device 3	Total
Cash	\$ _____	\$ _____	\$ _____	\$ _____
Credit	\$ _____	\$ _____	\$ _____	\$ _____
HRI Sales	\$ Ledger Presented _____	\$ Ledger Presented _____	\$ Ledger Presented _____	\$ Ledger Presented _____
Total	\$ _____	\$ _____	\$ _____	\$ _____

I, _____, hereby certify and attest that the information supplied above is true and correct to the best of my knowledge and belief and match the actual receipt tape or POS report.

DATE

Vendor Representative Signature

Initial: _____

Receipts

- All licensees with percentage MUST issue a paper sales receipt to the patron for each transaction.
- The receipt must be handed to the patron after every transaction including all cash, credit/debit cards, HRI approved food purchases and Fair issued meal tickets transactions.
- This procedure is mandatory, and licensees should not ask the patron if they want to decline the opportunity to receive a receipt.
- Text or email receipts are not permitted as a substitute for a printed paper receipt.
- Failure to issue receipts may result in the licensee being required to issue a refund for the transaction for which the receipt was not issued.
- Licensees unable to print receipts due to hardware issues must put the register/POS terminal out of service until such a time as a receipt can be printed.
- It is the licensee's responsibility to notify the Concessions Department immediately of any receipt printing issues.
- Failure to comply with the receipt issuance requirement will be considered a violation of the License Agreement and may be cause for non-renewal and/or removal of the exhibit during the Fair. Any exhibit space will be returned to the Fair and all payments made to date will be forfeited.

Tips & Gratuities

- The acceptance of tips is permitted and must be deposited into a professional and tasteful vessel.
- Handmade signs, reused product jars and other items of that nature are not permitted.
- Tips must not accumulate and are not allowed to overflow.
- Licensees found in violation will be asked to remove the vessel at once.

Deposits

- The Fair will be accepting deposits throughout the 2026 Fair to be applied toward the space charges for the 2027 Delaware State Fair.
- To make payment toward the 2027 space charges, bring the payment to the Administration Building during the Fair and a receipt will be issued.
- When the license agreement is sent in late October or early November, it will reflect a credit payment made to date against the amount due for the deposit.
- Please note that a deposit left during the 2026 Fair is not a guarantee of space, or particular location, for the 2027 Fair.
- A minimum deposit of \$250.00 per space is required.

Renewal

- The License Agreement is only for the dates as set forth in the License Agreement.
- Licensee agrees that the exhibit space during the annual Delaware State Fair in the past will not entitle the licensee to any right to use the Fairgrounds in the future.
- It being understood that the Fair reserves the right to allocate space in its sole and unilateral discretion.
- Nothing shall prevent the Fair from granting a License Agreement to a competitor of the licensee.

- Termination and warnings of violations will be sent via USPS after the Fair prior to License Agreement renewals.

Complaints

- Any complaint will be in writing, signed and immediately sent to the attention of the General Manager at the Administration Office.

Emergencies

- Fire, Police and Rescue emergencies should be reported by calling 911.
- First Aid is located next to Public Safety Headquarters under the M&T Bank Grandstand.
- In case of emergency, all licensees are subject to any adjustment of rules put in force by Fair Management.

Notice of Violations

- If a licensee is in violation with one or more rules, a verbal or written note will be directed to the authorized personnel in the exhibit as soon as possible from the Concessions Department.
- Violations will be documented and sent via USPS after the duration of Fair.
- Violations will be reported to the Commercial Exhibit committee after Fair to determine the renewal eligibility of all licensees.



I have received, understand and agree that it is my responsibility to read, understand, and follow the expectations contained in this these Rules and Regulations and any future changes made to them.

Business Name: _____

Name: _____

Signature: _____

Date: _____

Cell Phone: _____