

# **2010 OCEAN COUNTY FAIR**

## **FOOD CONCESSION RULES, REGULATIONS AND CONDITIONS**

1. Food concessions will be screened and selected by the Fair Committee, and must meet Committee specifications. Exclusives will not be given. The Committee reserves the right to accept or reject any application. Previous year applicants who have abided by the rules and are considered an asset to the Fair will get first consideration before opening to new applicants on **April 1, 2010**.
2. Self-contained food concession trailers are permissible if approved by Fair Committee.  
**All trailers must be grounded.**
3. Cooking under tents is not allowed as per BOCA Fire Code.
4. Location, extent and nature of operations will be as determined by the Fair Committee when the contract is approved. Concessionaire does not have the privilege of subletting or giving away their space without the approval of the Fair Committee.
5. Utmost cleanliness and neatness must be maintained, particularly where food or other edible products of any kind are involved. In such case clean attire will be worn and replaced daily, or more often as required.
6. All products and services sold or otherwise dispensed will be as specified in the application. No additions or deletions will be permitted.
7. The concessionaire will provide equipment necessary for his concession; this includes tables, counters, chairs and set up materials. Appliances will be fueled by bottled propane gas, except as determined and agreed upon by the Fair Committee.
8. The BOCA Basic Fire Prevention Code will be enforced. Propane tanks must be properly secured with a 6'0" metal post, 2'0" in the ground with chain.
9. Fire extinguishers – all food vendors who will be using any type of cooking apparatus will be required to have two fire extinguishers per unit.
10. Electric service will be provided to each concession at an additional cost as power supply and wiring permits. Every effort will be made to meet reasonable requests for electric service within these limits. In no case may electric service be altered from what is approved. All electric work must be done by the Fair electrician. Total cost of electric service is payable to the Ocean County Fair as indicated on the application.
11. The concessionaire and his assigns agree to pay a deposit of one half (1/2) of the rental fee to the Ocean County Fair at the time they apply for consideration to be part of the 2010 Ocean County Fair. Balance is due upon acceptance, but no later than **June 1, 2010**
12. If concessionaire cancels up to thirty (30) days prior to Fair date, one hundred percent (100%) of the payment will be refunded. For cancellation 14 – 30 days prior to Fair date fifty (50%) percent will be refunded. Thereafter no refund will be given.

13. The Fair Committee, the officers and other committees, and the Fair itself are in no way responsible or liable for any losses which may be suffered whether caused by weather, theft or other causes. As a good business practice we would recommend that you carry insurance for such losses.
14. All food vendors participating in the 2010 Ocean County Fair must have a general public liability and product liability insurance in the amount of at least \$1,000,000.00. **The Ocean County Board of Agriculture and Ocean County Fair Committee must be named as an additional insured on each food vendor's policy or endorsement. No one may operate until insurance requirement is satisfied.**
15. Each concessionaire is responsible to be sure all garbage and trash in his area is deposited in garbage receptacles. At the closing of the fair exhibit space must be restored to original condition. Trash must be left in front of exhibit space.
16. Storage of materials used in connection with the vendors operation must be placed within the vendor's designated area. No storage of excess materials will be allowed behind pavilions or vendor's space.
17. The concessionaire does hereby covenant that said concessionaire will keep and save harmless the Ocean County Fair Committee, it's volunteer workers and assigns from any and all liability for anything arising from the activity, use and occupancy the concessionaire, its or their servants or agents and from any loss or damage arising from any fault or negligence by the concessionaire, its or their servants or agents, or any loss or damage out of any breach of covenant, express or implied, conditions or obligations contained in this agreement. This agreement and the terms and conditions hereof shall be binding upon the concessionaire's heirs, successors, administrators or assigns.
18. Health regulations – Chapter 12 – Mobile Food Establishment for Food Concessions are a law and will be strictly enforced. All food concessionaires must abide by these rules and regulations when selling food at the Ocean County Fair. NOTE: Homemade baked goods can not be sold. Baked goods can only be sold if they are obtained from an approved source.
19. Concessions must be open and ready for business on Tuesday, July 13 & Wednesday, July 14 at 5:00p.m. & At 11:00 a.m. on Thursday, Friday, Saturday & Sunday, July 15, 16, 17 & 18, and may not close before 10:00 p.m. and no later than 11:00 p.m. each night except Sunday when you must remain open until 5:00 p.m. No tearing down or packing up will be permitted prior to 5:00 p.m.
20. No one is permitted to remain on the Fairgrounds between 12:00 a.m. and 9:00 a.m. on any day.  
**We do not have overnight camping facilities.**
21. Each food vendor shall be entitled to FIVE (5) exhibitor passes and ONE (1) vehicle pass. If additional exhibitor passes are required, they may be purchased for FIVE DOLLAR (\$5.00) per pass which is good for the entire Fair. **We are sorry, but we cannot offer extra vehicle passes.**
22. When applying for permission to operate a concession, the concessionaire agrees that they have carefully read the rules, regulations and conditions and they will abide by them and any additional rules deemed necessary by the Ocean County Fair Committee.
23. Dated and signed application for consideration to be part of the 2010 Ocean County Fair and your proof of insurance coverage, together with deposit check made payable to the Ocean County Fair, must be mailed to 24 Germania Court, Toms River, NJ 08755-8039 by no later than April 1, 2010 or your space will be forfeited.
24. Ocean County Fair will notify applicants of acceptance.