

# STATE FAIR OF VIRGINIA

## CONCESSION MANUAL

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# INFORMATION

**Website:**  
**statefairva.org**  
**iamhere.statefairva.org**  
**meadoweventpark.com**



**Mailing Address:**  
**PO Box 130**  
**Doswell, VA 23047**



**Shipping Address:**  
**Booth Name/Your Name/Company Name**  
**State Fair of Virginia/Meadow Event Park**  
**13191 Dawn Blvd.**  
**Doswell, VA 23047**



**Phone:**  
**General**  
**804.994.2800**

**Concessions**  
**804.994.2830**



**Email:**  
**mhill@meadoweventpark.com**  
**vendor@statefairva.org**



**Social Media:**  
**Facebook – StateFairVA**  
**Instagram – statefairva**  
**Twitter – StateFairVA**  
**YouTube – statefairva**

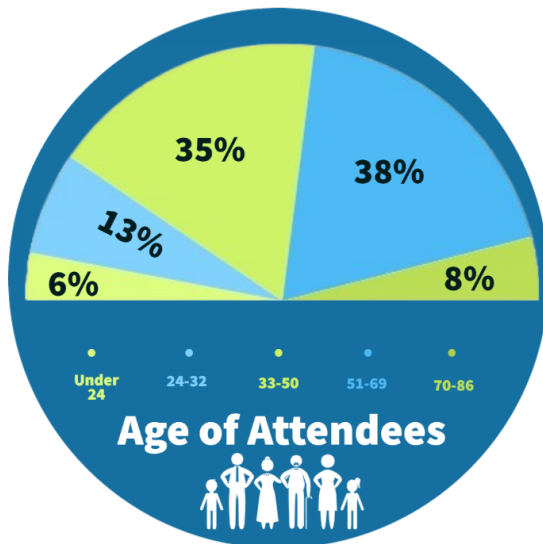


# QUICK FACTS

**Average Annual Attendance**  
**240,000-250,000**



**September 22 -  
October 1, 2023**



**Annual Household Income**



**225 10'x10' indoor booths**  
**105 10'x10' outdoor booths**  
**57 independent food stands**



**Average  
Temperature  
in September**

**79°  
high**

**59°  
low**



# INVESTMENT

**A \$500 deposit is required with a signed contract. Detailed payments are outlined in official contracts.**

## **Food Concessionaires**

**10' Frontage = \$1,600 or 20% gross (after tax), whichever is greater.**

**Additional 5' Frontage = \$800**

## **Farm Bureau Center**

**10'x 10' Regular = \$1,000**

**10'x10' Corner = \$1,200**

## **Meadow Pavilion**

**10'x 10' = \$550**

**\*Meadow Pavilion is reserved for Virginia commodity groups.\***

## **Commercial Outdoor**

**10' Frontage = \$1,400**

**Additional 5' Frontage = \$700**

**South Side Agriculture Bulk Rates are available.**

**Electric is an additional cost starting at \$110 for an indoor 20amp 1 outlet and ranging to \$400 for an outdoor 3phase 100amp/208v.**

**Please see Electrical Connections for a full list.**



# HOURS

**The State Fair of Virginia  
hosts almost 200 vendors  
during the 10-day event.**

## **Meadow Pavilion**

**Daily:  
10am-9pm**

## **Farm Bureau Center**

**Daily:  
10am-9pm**

## **Food Concessions**

**Monday-Friday:  
10am-9pm**

**Saturdays and Sundays:  
10am-10pm**

**Commercial Outdoor**  
**Monday-Friday: 10am-9pm**  
**Saturdays and Sundays:  
10am-10pm**

**\*The State Fair of Virginia  
reserves the right to adjust  
operating hours in the case  
of an emergency or extend  
hours should the crowd  
volume call for such. \***

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## INTRODUCTION

This manual has been prepared for current and prospective State Fair of Virginia concessionaires as a guide to help you in your efforts to serve our patrons. Invitations to participate as a concessionaire at the State Fair of Virginia are issued on an annual basis. Only approved and accepted concessionaires will have access to the 2023 Concessionaire webpage.

State Fair Management reserves the final and absolute right to interpret these rules and regulations, settle all matters, answer questions and differences incident to the State Fair and/or the management, control, and protection of The State Fair of Virginia. It further reserves the right to determine unforeseen matters not covered by these rules and to amend or add to these rules as in its judgement as it may determine necessary. Any variances or special permissions granted must be requested each year.

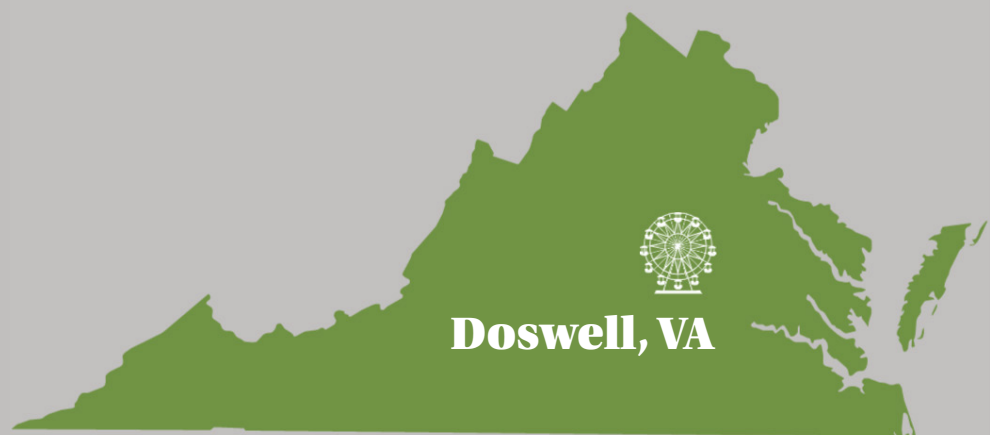
Violation of any of the terms and conditions of a license agreement, and/or concession manual may cause the full amount of space rental to become due and cause a revocation and forfeiture of all rights and privileges therein granted to concessionaire, in which case all sums paid or contracted to be paid shall become the property of The State Fair of Virginia/Meadow Event Park as liquidated damages for said breach. The State Fair of Virginia, shall have a lien on all property being kept, used, or situated upon license premises on the State Fair of Virginia/Meadow Event Park for any unpaid rents and damages sustained by breach of contract by concessionaire.

Licensee grants permission to The State Fair of Virginia to photograph, video, record, interview and/or promote Licensee, its personnel, and products in conjunction with State Fair activities. Licensee understands that any such photographs, video, recording and/or interview may be used by the State Fair in television, film, video, visual, graphic, printed and/or social media. Licensee grants permission to State Fair to list Licensee's name and principal office, place of business, business contact information and social media on State Fair website, social media, and other marketing material. Licensee waives any and all intellectual property or privacy rights and claims arising from State Fair's use of such videoed, recorded and/or live material in conjunction with the State Fair and assigns all such rights to the State Fair of Virginia.

If you have any questions, please call or email Melody Hill, Manager of Vendor Sales and Rental Services Assistant, 804.994.2830 or [mhill@meadoweventpark.com](mailto:mhill@meadoweventpark.com) or [vendor@statefairfva.org](mailto:vendor@statefairfva.org).

## DIRECTIONS TO STATE FAIR OF VIRGINIA/MEADOW EVENT PARK

- From Washington, DC  
Take I-95 South. Take the VA 30 exit, Exit 98 toward Doswell/West Point. Turn left onto VA-30 E/Kings Dominion Boulevard. Follow approximately 1.8 miles to The Meadow Event Park.
- From Fredericksburg, VA  
Take I-95 South toward Richmond. Take the VA-30 exit, Exit 98 toward Doswell/West Point. Turn left onto VA-30 E/Kings Dominion Boulevard. Follow approximately 1.8 miles to The Meadow Event Park.
- From I-95 Richmond, VA  
Take I-95 North toward Washington. Take VA-30 E, Exit 98, toward Doswell. Merge onto VA-30 toward West Point/Kings Dominion. Follow approximately 1.6 miles to The Meadow Event Park.





## EXHIBIT SPACE

No exhibit may be placed or operated anywhere at the State Fair of Virginia/Meadow Event Park without written authorization, in the form of a license agreement from the State Fair of Virginia.

- Farm Bureau Center: FBC has 63,354 square feet and offers approximately 225 10'x 10' booths. FBC is the largest building offering full heating and cooling.  
Pricing is as follows:
  - 10'x10' Regular = \$1,000
  - 10'x10' Corner = \$1,200
- Meadow Pavilion: Meadow Pavilion has 6,984 square feet and offers approximately 33 10'x10' booths. Meadow Pavilion is indoors, offers heating but does not offer full cooling. Large industrial fans are used to help cool the space. Meadow Pavilion is reserved for Virginia commodity groups. Pricing is as follows:
  - 10'x 10' = \$550
- Commercial Outdoor: Approximately 105 10'x10' spaces are available around the fairgrounds. Outdoor space is sold in 10' increments with a 10' minimum.  
Pricing is as follows:
  - 10' Frontage = \$1,400
  - Additional 5' Frontage = \$700

\*South Side Agriculture Bulk Rates are available. Please contact the Manager of Vendor Sales for more information.\*
- Food Concessions: Approximately 57 independent food concessions are offered each year.  
Pricing is as follows:
  - 10' Frontage = \$1,600 or 20% gross (after tax), whichever is greater.
  - Additional 5' Frontage = \$800
- A \$500 deposit is due with a signed agreement for all concessionaires. Balance must be paid by August 15, 2023, unless specified in the license agreement.
- All concessionaires are to provide their own booth structure. Outdoor structures must be constructed to withstand inclement weather conditions.
- Temporary structures must meet current building, electrical, sanitation, county, state, federal and health codes. Specifications must be met when erecting a structure. Please submit drawings to [vendor@statefairva.org](mailto:vendor@statefairva.org).
- All concessionaires are subject to all rules and regulations published in this manual.
- Concessionaires are not permitted to set up any displays, unhook trailers, etc. without checking in with the Vendor Sales Department and receiving their "Welcome Packet" at the vendor office by gate 2. Please see map for location.
- Every concessionaire must fence or screen any "back-of-house" service, stock, prep areas, etc. Specific size, color and design of fencing/screens are the choice of each concessionaire and should compliment the style of the space.
- Concessionaires are not to dismantle or remove exhibits before 9:00pm (indoor) or 10pm (outdoor and food) on closing night of the State Fair without permission from State Fair Management. Violators will not be allowed to return the following year.
- The premises used must be left in the same condition as found. Rental space must be vacated, and fixtures removed within two (2) days following the State Fair. Stock trucks and other vehicles must be removed within five (5) days.

## **APPLICATION PROCESS**

- For new, first time concessionaires, please fill out the concessionaire application located on our website, <https://www.statefairva.org/p/about/vendors> . Incomplete applications will not be accepted. Applications for new concessionaires must include photos of the booth/stand from the front, both sides, and rear. Photos submitted with application will be compared to the setup if accepted to participate. The submission of these photos is mandatory, and the application will not be considered without the accompanying photos. If the actual on-site setup and appearance is different than the submitted photos, the Manager of Vendor Sales reserves the absolute discretion to accept or reject the setup including the opportunity to require modifications to meet the State Fair's expectations based on the initial photos that were submitted with the application. Any modifications undertaken by the Licensee are at the expense of the Licensee/Concessionaire. If not remedied, concessionaire may be asked to leave, and no refunds will be given. No fees are due at the time of application.
- In the case of returning concessionaire who has altered a stand/booth outside appearance, the concessionaire must submit new color photos to be reviewed by the Manager of Vendor Sales if the stand/booth outside appearance has been modified since the previous year.





# SELECTION PROCESS

## RETURNING CONCESSIONAIRES

Prior year's concessionaires must fill out a Renewal Application prior to contracts being sent. Please note, participation one year is not a guarantee of future years' participation, nor is any given placement in a given year an indication of future years' placements.

- **Ownership Changes:** If ownership interests in a particular stand, company or other type of exhibit change for any reason, concessionaire must notify the State Fair's Vendor Sales Department immediately. A transfer of ownership of a particular business or of any or all pieces of equipment does not convey with it any licensed space at the State Fair of Virginia. An interest in a license agreement is strictly non-transferable without the written consent of the Vendor Sales Department. Any request for ownership change will be evaluated by the Vendor Sales Department on a case-by-case basis.
- **Aesthetic Changes:** Concessionaires are encouraged to keep their stands, trailers and displays up to date, current and in a good state of repair. If in the opinion of the Vendor Sales Department, a stand, trailer, or display has fallen into a state of disrepair and does not present consistent with the Department's standards, the Department will request the immediate update or repair which must be accomplished before the concessionaire is permitted to open or re-open. Failure to do so will result in revocation of the license agreement and the forfeiture of all monies paid or, in the Vendor Sales Department's discretion, the offending concessionaire may not be invited to return. If significant changes are planned or made, please provide current updated photographs of the stand, trailer or display for your file.





# SELECTION PROCESS

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## NEW CONCESSIONAIRES

Unlicensed spaces will be inventoried, and new concessionaire applications will be considered for placement. Despite turnover rates being very low, new concessionaires or stands, trailers and displays will be selected based on one or more of the following criteria:

- **Product Mix:** We are constantly looking for products that are new and different. In your application, provide as much information about your product offerings as possible; food concessionaires must submit a full menu. If you are flexible in your offerings, please make that notation on your application so that the Vendor Sales Department can determine what offerings are most compatible with the existing offerings. When reviewing applications, we consider:
  - How many other exhibitors offer similar products?
  - Is this an exciting new product that will attract patrons?
  - Can the concessionaire provide enough product to meet the demands of our patrons?
- **Available Space:** Each concessionaire must fit into our space requirements, whether inside or outside. While we may find a new concessionaire offering a product or service we would like to have, if the exhibit will not fit into available space, it cannot be accepted.
- **Look and Feel of Exhibit:** Each applicant must include four (4) current photographs of the stand, trailer, or display (depicting the front, sides, and rear) as part of the application process. We may reject an application if the aesthetics of the business, in our opinion, are not visually attractive or competitive in appeal with other existing licensees. All trailers, stands or displays must meet commercial grade construction standards. No residential type trailers/campers will be permitted. Applicants are encouraged to submit as many photographs as possible to give the Vendor Sales Department sufficient information to determine about the proposed exhibit.
- **References:** Each applicant must supply at least three (3) references from other fairs or festivals that they have played within the past twelve (12) months. The Vendor Sales Department will check references provided by the applicant and State Fair Management reserves the right to investigate applicant's participation and reputation at other events and venues not specifically identified in the application.
- **General Criteria:** The State Fair of Virginia reserves the right to accept or reject any application it receives for exhibit or concessions space based on the selection process criteria, or for any other legal reason it deems appropriate. Any concessionaire current or future which has been suspended, expelled from, or otherwise penalized for violation of contract terms or rules at any other fair may be denied space at the State Fair of Virginia.

## AWARDS PROGRAM

The State Fair of Virginia will host coffee and pastries for all concessionaires and vendors on Thursday, September 21st at 9am at the Competition Tent in Harvest Landing. Concessionaires and vendors are encouraged to attend to network and for updates regarding the State Fair.

Each year awards are presented to those concessionaires and vendors demonstrating professionalism through their space presentation, theme acknowledgement, and enthusiasm their staff shares as part of the State Fair of Virginia experience.

The following categories are reviewed by a panel for consideration:

- Most Unique Commercial Booth Display
  - Most Unique Food Stand Display
  - Spirit of the Fair Commercial Booth
    - Spirit of the Fair Food Stand
- Best Overall Commercial Booth Display
  - Best Overall Food Stand Display

Only one winner will be chosen in each category. Winners will be announced on Sunday, September 24th and posted on all SFVA social media platforms.



## FLAVOR OF THE FAIR

Food concessionaires may submit a new fair food item for the “Flavor of the Fair” contest. Entries will be marketed via SFVA social media, website, fair food guide and recommended to media outlets. Top ten (10) selected entries will receive four (4) gate admission tickets to the 2023 State Fair of Virginia (\$46 value!).

- First Place – Four (4) nights free camping for 2024 and award.  
A \$244.66 value!
- Second Place – Three (3) nights free camping for 2024 and award.  
A \$182 value!
- Third Place – Two (2) nights free camping for 2024 and award.  
A \$121.33 value!
- Facebook Fan Favorite – One (1) night free camping for 2024 and award.  
A \$60.67 value!

Entries will be judged Tuesday, September 26th at 3pm at the Competition tent in Harvest Landing. Facebook Fan Favorite voting will take place Friday, September 22 through Wednesday, September 27th at 12NOON. Winners will be announced on all SFVA social media platforms after respected judging/voting times.



## GENERAL RULES & REGULATIONS

- **ADMISSION:** Each concessionaire and their authorized personnel must purchase and use a gate admission pass to enter the fairgrounds each day. Each concessionaire will receive three (3) ten-day season passes OR thirty (30) single admission tickets. Concessionaires must notify Vendor Sales Department by September 1, 2023, which tickets they would like to receive. Ten-day season passes will admit one person each day. These can be transferable but cannot be scanned more than once a day. Concessionaires will receive an email on September 1, 2023, with a direct link to purchase additional discounted concessionaire tickets. Discounted concessionaire tickets can be purchased through Monday, September 25 at 5pm. Discounted tickets cannot be purchased after Monday, September 25 at 5pm. Concessionaire tickets are for the sole purpose of supplying staff with entrance to the State Fair to conduct business. Concessionaires and authorized personnel must strictly follow the State Fair's policies and procedures relating to same day/re-admission (hand stamp plus display of previously used gate admission pass or ticket). Concessionaires are encouraged to use a professional looking form of name badge to identify themselves and their personnel while working in or about their space. There will be no refunds or rainchecks for unused tickets under any circumstances.
- **ALCOHOLIC BEVERAGES/TOBACCO PRODUCTS:** No alcoholic beverages or illegal substances as defined by Virginia Law are permitted to be brought, consumed, or distributed on the fairgrounds by any concessionaire, their agents, or employees. No concessionaire shall be permitted on the fairgrounds if they are intoxicated or under the influence of an illegal substance. Failure to comply will be subject for removal from the grounds.
- **ANIMALS:** While dogs are not permitted in the event area during the State Fair, it is understood that concessionaires do travel with their pets. Exceptions are granted for service dogs as defined by the Americans with Disabilities Act. Exceptions are also granted for dogs under contract with the State Fair of Virginia for demonstration, competition, and entertainment purposes. Dogs must always remain on a leash. Dogs may not be left tied up or unattended. Waste must be picked up and placed in a trash bin. To protect the health and well-being of all animals on the fairgrounds, the concessionaire may be asked to provide current health records, including vaccination records. No person shall beat, abuse, or injure any animal. The State Fair of Virginia assumes no liability for any injury or damage caused to or by your dog/animal. Individuals in violation of the rules are subject to a minimum fine of \$150, with possible impounding of the animal and/or expulsion from the participation in the State Fair.



## GENERAL RULES & REGULATIONS

- **APPROVED ITEMS AND MENUS:** Concessionaires must submit a full list of commercial items, including brands, and food menus (Ingredients and brands are not required for foods.) with their application/renewal of application. A list of approved items/menus will be included with licenses. Any additions to items/menus must be submitted by July 1, 2023, for approval. Changes submitted after the deadline will not be approved. Any items being sold that have not been approved must be immediately removed and can result in immediate termination of the license agreement. The State Fair reserves the right to approve or deny any and all items requested for sale.
- **AUDIO AND/OR VISUAL EQUIPMENT:** No sound systems, musical instruments, noise makers, loudspeakers, microphones, bells, or other sound amplification or broadcast devices of any kind may be used without prior written consent and may be withheld at the sole discretion of the State Fair. Booth sound must be kept at a level that does not interfere with neighboring concessionaires. This includes the hours outside of the designed operating hours to the public.
- **BALLOONS, STICKERS, ETC.:** No balloons or stickers shall be used or distributed (sold or given away) and are considered strictly prohibited. Waivers will be considered on a case-by-case basis and must be approved by the Vendor Sales Manager when deemed appropriate and necessary. Only written requests directed to the Vendor Sales Manager will be considered.
- **BINDING EFFECT:** The License Agreement shall be binding upon and insure to the benefits of the parties hereto and their respective successors in interest and/or assigns.
- **Camping:** Any motor home or camper parked anywhere on grounds will be charged campsite fees. Full and partial hookup camping is limited. Please call the Vendor Sales Manager for additional information.



## GENERAL RULES & REGULATIONS

- **CANCELLATION AND TERMINATION:** Either party shall have the right to terminate this Agreement by giving the other party written notice at least sixty (60) days prior to the first day of the EVENT. If Licensee chooses to terminate the Agreement, the Licensor shall have the right to retain the DEPOSIT as a space availability and handling fee, and neither party shall have any further obligation to the other. There are no refunds of monies for contracts that are signed and/or subsequently terminated within the 60 day window within the first day of the Fair. The license agreement shall terminate, and all privileges hereunder shall cease immediately upon the conclusion of the term. The license agreement shall also terminate upon default by the concessionaire which shall be defined as the concessionaire's failure to promptly and timely pay any and all sums due and/or abide by the other terms, provisions and conditions of the license agreement and the rules and regulations. A default of one provision shall be considered the default of the entire license agreement. In the event of a default, all monies paid by the concessionaire shall be forfeited and considered nonrefundable. Upon cancellation or termination, concessionaire shall not be entitled to utilize the exhibit space set forth hereinabove for the term period provided herein regardless of efforts, costs, expenditures, or arrangements made by the concessionaire to avoid the cancellation and/or termination. If State Fair of Virginia Management finds it necessary to cancel the State Fair completely or change the dates, prepaid fees will be refunded within thirty (30) days of notification. If the State Fair is held but more than half needs to be cancelled, concessionaire will receive a prorated refund. However, if half of the State Fair or more is held, no refunds will be issued.
- **CANCELLATION BY THE FAIR:** The State Fair of Virginia reserves the unilateral right to cancel the license agreement for the public good or for events including, but not limited to acts of God, fire, flood, natural disaster, a threat of or a tropical storm, a threat of a hurricane, inclement weather, war or threat of war, acts of threats of terrorism, civil disorder, unauthorized strikes, governmental regulation or advisory, recognized health threats as determined by the World Health Organization, the Centers for Disease Control, or local government authority, or health agencies (including but not limited to the health threats of COVID-19, H1N1, or similar infectious disease), a pandemic, epidemic, curtailment of transportation facilities, or other similar occurrence beyond the control of the parties.



## GENERAL RULES & REGULATIONS

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- **CHARACTER OF EXHIBIT:** The State Fair reserves the right to decline or prohibit any exhibit, or part or element thereof, which in its sole opinion, is not identical to the picture and/or description on the application submitted or is not suitable for adults and children of all ages. This reservation includes, without limitation, persons, things, conduct, printed material, electronic displays, souvenirs, catalogs, pamphlets, brochures, merchandise, music, costumes, signage and all other such things. Any items construed, in the sole opinion of the State Fair, as a weapon, (Ex. Chinese throwing stars, brass knuckles, knives, etc.) or a nuisance (laser pointers, pepper spray, stink bombs) or deemed offensive in nature are prohibited. The State Fair of Virginia reserves the right to prohibit any exhibit which, in the State Fair's reasonable judgement, may detract from the general character of the State Fair; whose business, exhibit or behavior/conduct by the Licensee is not as represented at the time of making this agreement or is not in keeping with the traditions or character of the State Fair; if the exhibit was entered under false pretenses; or if the exhibit is in violation of any of these governing rules which include the concession manual. If an exhibit is prohibited under the terms of this Agreement or because of a violation of any of the terms hereof, the State Fair shall have the right, but no obligation to remove the exhibit or any banner, advertising matter or other property of the Licensee situated within or about the licensed space, but such removal shall in any event be the cost and expense of the Licensee, and Licensee shall immediately reimburse the State Fair for any cost or expense of the State Fair incurred in so removing Licensee's exhibit or portions thereof. Under such circumstances, Licensee shall not be entitled to refund of monies paid to the State Fair under the terms of this Agreement. Any items construed, in sole opinion of the State Fair, as a weapon (Chinese stars, brass knuckles, knives, etc.) or a nuisance (laser pointers, pepper spray, stink bombs) or offensive language are prohibited. No roving concessions or exhibits are permitted, and no agent, employee, volunteer, or other representative of Licensee shall be permitted to roam about the fairgrounds as part of the exhibit or concession. Other prohibited exhibits include the sale of permanent tattoos, body piercings, or pornographic materials. State Fair of Virginia Management may remove any exhibit materials that might potentially be harmful, disruptive, or objectionable. Concessionaire's engaging in fraudulent, deceptive, or disruptive behavior may be expelled at the State Fair of Virginia Management's discretion.
- **CHILDREN:** Concessionaire's children under the age of 16 years old are not permitted inside booth/stand during hours of operation.
- **CIVIL RIGHTS:** Concessionaire agrees not to discriminate against any guest, employee, or applicant for employment because of race, religion, creed, national origin, disability, gender, age and sexual orientation and further agree to likewise not discriminate for those same reasons against any person relative to admission, services, or privileges offered to or enjoyed by the general public, and to be in compliance with the Federal Commonwealth of Virginia Civil Rights Act.



## GENERAL RULES & REGULATIONS

- **COMPLAINTS:** All complaints by concessionaires or its agents, including, without limitation, those relating to the License Agreement, the State Fair's policies, The State Fair's officers, directors, employees, or personnel, or the State Fair's other concessionaires, shall be in writing, signed and promptly and immediately sent to the attention of the Executive Director at the State Fair of Virginia Main Office (The Derby House).
- **COMPLIANCE WITH LAWS, RULES, AND REGULATIONS:** Concessionaire hereby specifically agrees to comply with all applicable, Federal, State, and local laws, ordinances, rules, regulations, statutes and policies including these Rules and Regulations promulgated by the State Fair, as amended from time to time. Concessionaires shall specifically comply with the provisions of the Federal Americans with Disabilities Act, and all relevant health and fire codes, and all trademark, copyright, and other intellectual property laws, including those pertaining to music licensing and apparel. Such laws, ordinances, statutes, rules, and regulations are expressly made an express part of the License Agreement. Licensee, its agents, employees, invitees, and/or assignees agrees to comply with all laws, regulations, ordinances, and rules, including but not limited to, the Fire Marshall, the Health Department, and any other governmental entity having jurisdiction over the premises.





## GENERAL RULES & REGULATIONS

- **DEFACEMENT OF FACILITY/PROPERTY:** Concessionaire shall not move, relocate, injure, mar nor, in any manner, deface said fairgrounds or any equipment contained thereon: and shall not cause or permit anything to be done whereby the fairgrounds property or equipment thereon shall be in any manner moved, relocated, injured, marred or defaced; and concessionaire shall not drive or attach nails, hooks, tacks, staples, screws, adhesive tape of any kind to the walls, ceilings or floors of any State Fair building or equipment contained therein and will not make, nor allow to be made, any alterations of any kind to said building, property or equipment contained therein. Any violation will subject Licensee to a \$500.00 cleaning fee per location. Concessionaire agrees to pay all costs and expenses, as determined in the sole judgment of the State Fair, of repair or replacement for any and all damages of whatever origin or nature which may have occurred during their occupation of the fairgrounds in order to restore the damaged property, fixtures and equipment or other parts of the fairgrounds to a condition equal to that at the time the license agreement went into effect.
- **DELIVERIES AND SHIPMENTS:** No packages should be scheduled to arrive before September 15, 2023. Packages must be claimed at MAIL/ UPS Depot located at Gate 6B on the South Side of Meadow Event Park (see map). All deliveries must be made to licensed space prior to 9:30am. No deliveries on the fairgrounds at any time prior to or during the State Fair will be allowed from outside food purveyors that are not authorized by the State Fair of Virginia. Notwithstanding anything contained herein to the contrary, the concessionaire, at all times assumes the risk of loss of all shipments delivered to the State Fair and releases the State Fair of any responsibility for the receipt and safe storage of said shipments. The concessionaire expressly waives any and all liability and responsibility for loss or damage caused to any shipment against the State Fair regardless of the care or lack of care exercised by the State Fair or its officers, agents or employees in handling or delivering the shipment. The State Fair reserves the right to impose a handling and storage charge for any large, unusual or any other delivery which requires, in the State Fair's sole opinion, extraordinary time and effort. All deliveries must be plainly marked with the name of the concessionaire as shown on the license agreement. No shipments will be accepted after the State Fair is over. It is the Licensee's responsibility to arrange for pickup and be onsite until the merchandise is picked up after the close of the State Fair. The State Fair of Virginia will not be available to assist with any shipments or accept any responsibility for lost or damaged merchandise after the close of the State Fair. All unclaimed shipments as of the close of the State Fair shall be disposed of without liability to the concessionaire, shipper, delivery company or State Fair of Virginia.

## GENERAL RULES & REGULATIONS

- **DISPUTE RESOLUTION AND EXCLUSIVE CIVIL JURISDICTION:** This license agreement and the interpretation of any of the provisions thereof including the rules and regulations which are made a part hereof shall be governed and interpreted in accordance with the Commonwealth of Virginia law without giving effect to the principles thereof relating to conflicts of law. The Superior Court of the Commonwealth of Virginia (Caroline County) shall be deemed by both parties to have sole and exclusive civil jurisdiction over all matters arising out of or based on this agreement.
- **DRAWINGS AND RAFFLES:** The following rules must be observed:
  - Know and obey all city, county, federal and state laws.
  - Rules must be clearly posted including the drawing date.
  - No requirement for purchase or any other obligation
  - No raffles or selling “chances” for any product or dollar amount.
  - Prize drawings that solicit consumer contact information must clearly spell out an option to allow consumer to not be contacted for any other purpose than winning the drawing.
  - Provide the State Fair with a complete description of the product(s) and rules of the drawing.
  - Provide the State Fair with winner’s name and contact information.
  - Display prize in booth must be the same as actual prize given.
  - Items with adhesive surfaces and balloons are not permitted.



## GENERAL RULES & REGULATIONS

- **ELECTRICAL CONNECTIONS:** The license agreement shall include specific electric requirements for each licensed space occupied. All electric service connections will be temporary and are required to be installed and serviced by the State Fair's official electric service provider. Each connection shall be billed separately based on the rates provided. For Licensee's protection, the State Fair advises installing surge protection on all computers and sensitive equipment. The State Fair of Virginia and the official electrical company of the State Fair of Virginia reserve the right to refuse hookup to anything deemed unsafe. Concessionaires are responsible for all internal wiring required to operate their booth. Food and outdoor concessionaires must provide a minimum of one hundred feet (100') of adequately sized cable to reach service panels. Electric cards will be issued to concessionaire and the State Fair's on-site electricians stating the amount of electricity concessionaire requested on their contract. The electrician will report to the Vendor Sales Department any power usage other than that requested and additional fees will be collected. Electricians will be testing for additional usage throughout the State Fair. State Fair Management will collect payment for usage not requested. Electrical bills must be paid prior to teardown of the State Fair. Concessionaires are not allowed to disconnect electricity. There will be no unauthorized entry of the panel box. A certified electrician from the State Fair of Virginia must shut-off power.

Pricing is as follows:

Indoor 20amp 1 outlet = \$110	Indoor 30amp = \$140
Outdoor 30amp/120v = \$110	Outdoor 30amp/208v = \$110
Outdoor 50amp/208v = \$200	Outdoor 60amp/208v = \$200
Outdoor 70amp/208v = \$200	Outdoor 100amp/208v = \$400
Outdoor 3phase 30amp/208v = \$275	Outdoor 3phase 50amp/208v = \$275
Outdoor 3phase 60amp/208v = \$275	Outdoor 3phase 70amp/208v = \$400
Outdoor 3phase 100amp/208v = \$400	

\*Price will increase if not ordered in advance.

Please see order form for deadline. \*

- **EMERGENCY PROCEDURES:** Fire, police or rescue emergencies should be reported by calling 911. In case of emergency, all concessions are subject to any adjustment of rules put in force by State Fair Management. A list of what to do in different emergencies will be provided in "Welcome Packets" at check-in.

## GENERAL RULES & REGULATIONS

- **ENTIRE LICENSE AGREEMENT:** All terms and conditions of the license agreement shall be binding upon the parties, their heirs, and representatives and cannot be waived or modified by any oral representation or promise of any agent or other representative of the parties hereto unless the same is in writing and signed by the duly authorized agent or agents who executed the license agreement. Such written document must be incorporated by specific reference therein as a part of the license agreement. Neither party may rely on any oral representations and must look solely to the terms of the license agreement. Furthermore, concessionaire agrees that, notwithstanding the possibility of significant damages to concessionaire in the event the State Fair exercises its unilateral right of cancellation and termination as provided herein, and the right to retain the deposit and other monies, and other rights under the license agreement, the concessionaire agrees to the terms contained herein and executes the license agreement voluntarily and freely. The license agreement constitutes the entire agreement and understanding between the parties, whether oral or in writing, as to the subject matter hereof. Any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force or effect.
- **EXHIBIT MAINTENANCE:** All exhibits are to be professionally built displays kept in a good state of repair and cleanliness. Concessionaires are required, at all times, to keep their exhibit space clean, sanitary and free of trash, paper, or refuse of any kind which shall be disposed of in a manner indicated or designed by the State Fair. Concessionaries in buildings and tents shall place trash in aisles after closing each day, otherwise in designated receptacles. Outside concessionaires are required to maintain under and within a ten (10) foot radius of their exhibit and to keep them clean and sanitary at all times and free from any hazards which may cause damage to property or injury to persons such as tripping hazards, etc. Outside Concessionaires are required to have storage areas, holding tanks, hitches, tent stakes, garbage cans and any other items deemed, in the sole opinion of the State Fair, to be visually objectionable, screened from public view. Landscaping to enhance the presentation is encouraged. All stands are required to have proper skirting (wheels must be covered and skirting must extend to the ground on all sides visible to the general public).



## GENERAL RULES & REGULATIONS

- **FAIR'S RIGHT OF ENTRY:** Duly authorized representatives of the State Fair such as directors, officers, employees, or other agents, may enter the area utilized by concessionaire, at any time and occasion. Concessionaire hereby waives any and all claims for compensation for any and all loss or damages sustained by reason of interference by any public agency or State Fair official in the concessionaire's operation; however, such interference shall not relieve concessionaire from any obligations hereunder.



## GENERAL RULES & REGULATIONS

- **FIRE CODE REGULATIONS:** Listed below are the most common Fire Code Regulations that pertain to the State Fair of Virginia. Not all regulations are listed. If there is a concern, please contact the Concessions Department. All concessionaires must comply with all Federal, State, and municipal fire codes that apply to places of public assembly. Sections of the Life Safety code Book, which are pertinent to places of public assembly, shall be considered part of all eases whether specifically referenced or not.
  - All drapes, curtains, table coverings and skirts, carpet or any materials used in booths must be flame retardant. Flame retardant chemical certificates must be current and available to the Fire Marshall upon request. All such material is subject to flame testing by the Fire Marshall. Firefighting and emergency equipment may not be hidden or obstructed, including fire extinguishers and fire hose cabinets, fire alarms pull stations, standpipes and exit signs.
  - Booths and other structures constructed within an area equipped with automatic sprinkler system, shall not be constructed with any roof, ceiling, or other enclosure which would prevent the sprinkler system from protecting the booth area. For approved canopy structures, contact the Fire Marshall. Any multi-level booth may require approval by the Caroline County Fire Department and may require floor plans in advance.
  - Crates, wooden boxes, packing material, etc., may not be stored in public spaces, meeting rooms, ballrooms or exit areas. Concessionaires are expected to make arrangements for proper storage of all crates and packing material. Vehicles with gasoline engines may be displayed with a minimum of  $\frac{1}{4}$  of a tank of gas remaining in the tank. No fuel may be drained in the facility or on the loading dock. A locking gas cap must be installed, or the tank must be adequately sealed by tape or in some other appropriate manner. All battery cables must be disconnected and taped to avoid potential sparks. No vehicles may be moved during event hours. Liquid petroleum fuel tanks shall be removed.
  - No gasoline, kerosene, diesel fuel or other flammable liquids may be stored, permanently or temporarily, inside the facility. Refueling must be done a minimum of fifty (50) feet beyond the exterior of the facility.
  - Access to fire exit doors, corridors, switch gear, fire hose cabinets, standpipes, extinguishers, and alarms must always remain visible and accessible.
  - The use of pyrotechnics, welding equipment, open flames, or smoke emitting material as part of an exhibit must be specifically approved on an individual basis by the Caroline County Fire Department.
  - Depending on the event, extra fire extinguishers may be required by the Fire Marshall at the expense of the Concessionaire.
  - Propane tanks are not permitted in the buildings.
  - Corridors are designated as fire exits and may not be used to store equipment of any kind.



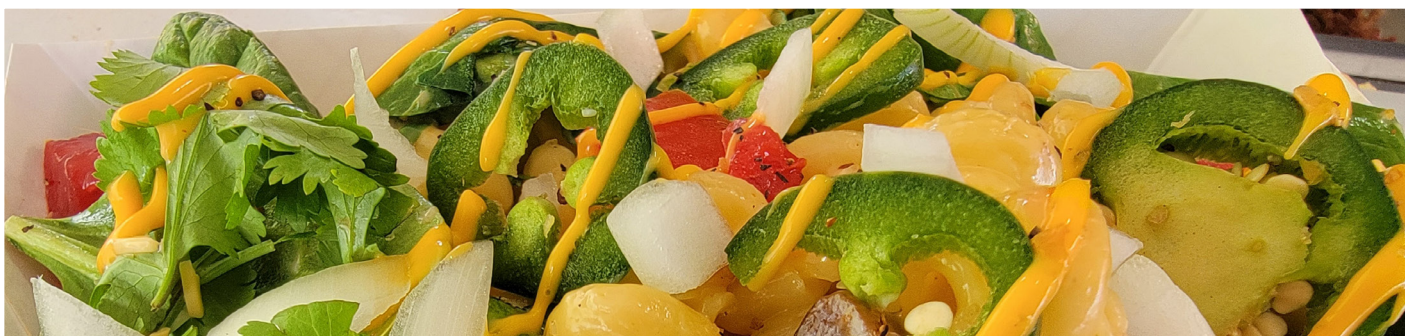
## GENERAL RULES & REGULATIONS

- **GIVEAWAYS:** No food, beverage or any other product may be given away or otherwise distributed without prior written approval of the State Fair, which approval may be withheld at the sole discretion of the State Fair. In no case may the concessionaire use the name of the State Fair or Meadow Event Park or any visitor in any program, brochure or other printed material or pictures. Gathering of signatures or other personal information is not permitted from anywhere outside the exhibit space. Giveaways of adhesive stickers and balloons of any type are strictly prohibited.
- **GOLF CARTS:** Public safety is the State Fair of Virginia's primary consideration, which is why the use of golf carts, scooters, etc. are discouraged. However, if Licensee must use one, a permit fee of \$100 is required and must be attached to the cart hood where it can be seen. A certificate of insurance is required to purchase a permit and operate golf carts, scooters, etc. The COI must certify at least \$1,000,000 General Liability Coverage and name VFB Holding Corporation as additionally insured and the certificate holder. The certificate shall also have a "hold harmless clause." The operator must possess a valid driver's license and produce it if requested. All person's riding on the golf cart/motorized cart must have a seat space. Golf cart permits, map and operating hours will be included in the "Welcome Packet." After 9:30am until fair close, cart access is limited to the perimeter of the grounds, not in public areas, except for fire and first aid carts. Any golf cart or scooters found in public areas during fair opening hours, whether moving or parked, with or without passengers, will have its permit pulled. If concessionaire needs to transport materials, food items, etc. to your location during fair hours, please use a hand cart. No golf carts will be allowed through the tunnel during operating hours. Warnings will not be given.
- **GRATUITIES:** Only Food Concessions may accept gratuities. Tip jars must be professional and tasteful. Handmade signs, reused product jars and other items of that nature are not permitted.



## GENERAL RULES & REGULATIONS

- **INDEMNIFICATION:** The Concessionaire hereby covenants and agrees to fully release, exonerate, indemnify, defend and hold harmless the State Fair, its directors, officers, employees, and agents each severally and separately from any and all claims, suits, actions, losses, damages, fines, penalties, liabilities, judgments, expenses, including reasonable attorney's fees, costs in all administrative proceedings and at the trial and all appellate levels, for any injury or death to persons (whether they be third persons, employees of either the State Fair or concessionaire) and any loss through theft, fire, negligence or otherwise of or damage to property (whether or not the State Fair is deemed negligent or contributorily negligent, including without limitation, the movement, set-up, tear down and operation of the exhibit or concession, its use by concessionaire's employees, agents, contractors, sub-contractors, sub-licensees or concessionaires, exercise of any rights under the license agreement; breach of any term, warranty or provision of the license agreement by concessionaire; the sale of products; the operation of the fairgrounds; or the carelessness, negligence or improper conduct of the State Fair its directors, officers, agents, volunteers and employees, or any other third party; or any act or omission of concessionaire, its employees, officers or agents. Concessionaire hereby expressly assumes all such liability. Indemnification provided herein also applies to any trademark/trade name/copyright/patent infringement alleged to have been committed by the concessionaire, its employees, officers, or agents. This indemnification provision shall expressly survive the expiration or termination of the license agreement. The State Fair assumes no responsibility for any accident, injury or mishap which may befall the concessionaire, its employees, officers or agents or members of the fair-going public. The State Fair will not be responsible for losses or for the security and protection of property and the merchandise belonging to the concessionaire, its employees, officers, or agents located anywhere on the fairgrounds. Concessionaire waives any claims against the State Fair for liability arising out of any damage done to their concession, exhibit, products, or property from any cause. The risk of loss occasioned by virtue of all the operations of the concessionaire, its employees, officers, and agents shall be that of the concessionaire and shall not be borne by the State Fair in whole or in part.





## GENERAL RULES & REGULATIONS

- **INSURANCE:** Licensee shall maintain insurance against loss and liability in connection with bodily injury, death, property damage or destruction, arising out of LICENSEE's use of the SPACE under one or more policies, including insurance against assumed or contractual liability under this Agreement. This insurance certificate must be for a minimum of \$1 Million (\$1,000,000) combined single limit per occurrence for general liability.
  - Licensee shall indemnify and save VFBHC (including our directors, officers, employees, agents, and our independent contractors) harmless of and from any claim, loss, liability cost and expense asserted against VFBHC or incurred by VFBHC, whether valid or invalid, based upon any legal theory, whether contract or tort, in connection with, or because of, your (Licensee) use of the SPACE, before during or after the EVENT. This provision shall survive the expiration or sooner termination of this Agreement.
  - Occupant must provide Licensors (VFBHC) with a certificate of insurance (COI) naming Virginia Farm Bureau Holding Corporation as additional insured AND certificate holder during the EVENT.
  - Licensee must provide the Licensors (VFBHC) with a Certificate of Liability Insurance (COI) by August 1, 2023, to have on file prior to set-up for the EVENT. The application must be approved by the insurance provider of the VFBHC. This insurance is excess over any other valid and collectible insurance.
  - Failure to provide a COI with all the required coverages met prior to the State Fair opening, may result in failure to operate at your SPACE during the EVENT.

Insurance may be purchased from the State Fair of Virginia and K&K Insurance starting at \$90. The form may be found on the 2023 Concessionaire webpage.

Below is a partial listing of ineligible exhibitors or vendors  
(all submissions are subject to underwriting).

CBD Vendors	Wheelchair/Stroller Rentals	Organ Grinders
Fireworks & Weapons	Ear Piercing Booths	Exotic Animals
Liquor Stands	Haunted Houses	Inflatable Amusements
Medical/Dental/Blood Tests, Exams	Mechanical Rides	Motorsports Activities
National Companies/Chain Stores	Metallic Balloons	Tattoo Parlors (Permanent)

The below items require underwriting approval and additional premium:

Dunking Booths	Pony Rides	Game Booths	Petting Zoos
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## GENERAL RULES & REGULATIONS

- **LAWS:** Concessionaire and its affiliates, officers, directors, managers, employees, shareholders, members, agents and assignees shall comply with all laws, ordinances, rules and regulations of the United States, the State of Virginia, Caroline County, and any government agency and shall not do or permit to be done anything in violations of such laws, ordinances, rules, or regulations.
- **LICENSES, PERMITS, AND TAXES:** All concessionaires must supply the State Fair of Virginia with their Federal Business ID (EIN) or a Social Security Number. This information is provided to Caroline County to assist with tax collection. It is the Concessionaire's responsibility to ensure that all relevant regulations are followed, and all necessary steps are taken for business operation in Caroline County and the State of Virginia. The State Fair of Virginia provides a list of all concessionaires to Caroline County tax department. Concessionaires are required to charge the appropriate sales tax on all sales and comply with all reporting requirements. Further information can be provided through the tax department at <https://co.caroline.va.us/152/Commissioner-of-Revenue> .  
Sales tax rates are as follows:
  - State of Virginia: 5.3%
  - Caroline County Food & Beverage Tax: 4%
- **LIGHTING:** All concessionaires must provide sufficient lighting to illuminate their exhibit, display, signage, and customer transaction areas. All lighting must be properly installed so as to be visually appealing and not create any tripping, fire or other safety hazards. No strobe lights will be permitted.
- **LODGING:** Lodging information can be found at <https://www.statefairva.org/p/about/accomodations>.
- **LOST ARTICLES:** All found articles will be turned into the Derby House.
- **MANUAL:** Licensee certifies that the concession manual has been read and understood, and that Licensee will abide by all rules and regulations contained therein. Please keep this manual and any addendums as they become part of your contract.

## GENERAL RULES & REGULATIONS

- **NON-COMPLIANCE:** Any incident of non-compliance with any part of this manual is considered a breach of agreement and may cause for immediate expulsion from the State fair. Violations of the rules and regulations set forth in this manual may result in:

- First Violation: Verbal and written warning
- Second Violation: \$100 fine, payable immediately
- Third Violation: \$500 fine, payable immediately
- Egregious violations (as determined by the State Fair of Virginia) of manual policy may result in (1) conditional invitations [also known as probation] for the following year's State Fair; (2) no invitation for the following year's State Fair; (3) and/or expulsion from the current year's State Fair.
- Concessionaires with violations are the first ones considered when space changes are required before agreement invitations are extended.

If a concessionaire given a conditional invitation repeats the same violation during the probationary period, the concessionaire should expect to be immediately removed from the State Fair, forfeit all monies paid, and to lose invitations to future State Fairs. Violations of any rule may carry the same penalty during the probationary year.

- **OCCUPANCY INTERRUPTION:** Concessionaire hereby waives any and all claims for compensation for any and all loss or damage resulting from fire, black-out, brown-out, water, wind civil commotion, riot, labor strikes, pandemic, epidemic, or act of God.
- **OVERNIGHT CAMPING:** Concessionaire shall not cause or allow overnight camping, tent camping, sleeping or any such act in the commercial areas on the fairgrounds, or in any building or in any other area controlled by the State Fair without the written consent of the State Fair, which approval may be unilaterally withheld in the sole discretion of the State Fair. Concessionaire shall not allow or permit any open fires on the fairgrounds.

## GENERAL RULES & REGULATIONS

- **PARKING:** Each concessionaire will receive two (2) ten-day parking credentials. Parking credentials must be visible from the windshield from the outside of the vehicle. Vehicles without passes may be towed at owner's expense. Vehicles may make drop-offs to buildings prior to 9:30am with appropriate parking credentials. All vehicles must be in proper lots with appropriate credentials by 9:30am. Vehicles including but not limited to golf carts, cars, scooters, and stock trucks are prohibited to be in public areas of the fairgrounds from 9:30am until close. Vehicles may not be parked in booth/display space. Any vehicle remaining in public fair areas will be towed without warning at owner's expense.
- **PAYMENT:** Concessionaires must pay in full all space fees and related amenities that are outlined within the license agreement no later than the date specified in the license agreement. All concessionaires must be paid in full and have provided a COI that the State Fair has approved and is on file. No space can be occupied until full payment is complete. The following are acceptable payment options:
  - Credit Card – Visa, Discover or Mastercard (We do not accept American Express.) The State Fair will invoice through Clover to the concessionaire's email address on file. The State Fair of Virginia cannot obtain card information over the phone or via email.
  - Check or Alt. Payment – Payable to: Virginia Farm Bureau Holding Corp. – MEP
    - Mail to: Virginia Farm Bureau Holding Corp. – MEP  
Concessions Department  
PO Box 130  
Doswell, VA 23047
- **PERSONNEL:** The State Fair of Virginia supports the right of all individuals to be treated with dignity and condemns any behavior which is in direct violation of this right. The State Fair will not tolerate discourteous behavior, which could include reaching into aisles at patrons, offensive language; acts considered sexually harassing; verbal attacks; or any other workplace violence. Individuals working in any concession space are considered the employees of the licensed concessionaire who is responsible for the employee's acts, errors, omissions, representations, appearance, conduct and behavior. Employees must be neatly and appropriately dressed and well groomed. It is the responsibility of each licensed concessionaire to be informed of and compliant with all applicable laws concerning employee's compensation, unemployment coverage, social security taxes and other federal and state employment requirements.

## GENERAL RULES & REGULATIONS

- **PRICING:** While the State Fair of Virginia does not set prices, State Fair Management may require a concessionaire to modify pricing practices that are excessively high, the subject of complaints, or not presented transparently to patrons.
- **ROVING CONCESSIONS:** No roving concessions or exhibits are permitted, and no agent, employee, volunteer, or other representative of concessionaire shall be permitted to roam about the fairgrounds as part of the exhibit or concession. This includes distribution of any propaganda, political or religious materials.
- **SAFETY:** An obstruction or obstacle that is deemed by State Fair Management to represent a hazard must be immediately corrected. All electrical, water, sewer, or other cords and hoses must be covered so as not to present a danger to State Fair patrons.
- **SALE OF BUSINESS/BOOTH TRANSFER:** At the State Fair of Virginia the location of food/attraction/retail/exhibit booth at the State Fair of Virginia belongs to the State Fair of Virginia and cannot be sold, traded, assigned, or transferred by a concessionaire to another individual or company. The State Fair of Virginia policy is that each concessionaire is invited to enter a one (1) year contract specific location to sell specific products. The State Fair of Virginia typically chooses to issue these contracts automatically to the concessionaires who have adhered to the rules and regulations and fulfilled their contractual obligations. If a concessionaire wishes to enter into a partnership agreement or transfer ownership to another party, the concessionaire must notify the Vendor Sales Manager in writing immediately and should note that intent to transfer business ownership with name, address and contact numbers of all parties involved. In most cases, use of the licensed space will be permitted for one (1) year with the exception that product quality remains at or above the existing standard. Concessionaires that do not abide by this policy when selling or transferring ownership of a business may lose the location(s) that the business has historically occupied at the State Fair of Virginia.
- **SAMPLES:** Concessionaires intersted in giving samples must inform the Vendor Sales Manger of the intent to offer samples by August 1, 2023. Concessionaire must obtain a health permit. All samples must be less than two (2) ounces in size.





## GENERAL RULES & REGULATIONS

- **SECURITY:** The State Fair of Virginia agrees to provide general security for the fairgrounds proper (within the fenced area for which an admission fee is charged in order to gain entry). The State Fair also agrees to exercise best efforts to lock and secure the buildings in which the concessionaire will exhibit their specific items. However, the State Fair does not warrant or insure against theft, vandalism or, any loss due to natural consequences such as hurricane, storm, flooding, etc. or any other loss, such as fire, to a concessionaire and the concessionaire shall obtain insurance to provide for any such loss. Concessionaire agrees that it shall be solely responsible for the safety and security of its own tangible personal property or tangible personal property owned by a third party but within concessionaire's possession, custody, or control. Concessionaire expressly waives any claim against the State 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 State Fair, its officers, directors, employees, or agents are deemed negligent or not. Concessionaires may not hire security for their space without the advance, express written consent of the State Fair of Virginia.
- **SETUP AND TEARDOWN:** Please do not, at any time, completely block aisles, roads, or doorways with vehicles, trailers, merchandise, or booth materials. It is mandatory that all rental fees including camping and electrical fees be paid before setup. Concessionaires must have electric card and have checked in with the Concessions Locator before setup begins.



## GENERAL RULES & REGULATIONS

- **SIGNS:** Concessionaires may not advertise or distribute information about anything other than the products/services that are specifically approved and indicated on the license agreement; nor is any concessionaire allowed to advertise or promote products or services at any fairground's location other than the individual licensed space. Concessionaires selling food, beverages or merchandise must have price signs reflecting prices of all State Fair approved sale items posted in prominent locations when the event opens. They must remain on display throughout the duration listing all prices in letters and numbers in size and height capable of being read by the public when standing outside the booth or business location. Food concessionaire's menu signs must state whether tax is included in the price. No handwritten signs allowed. All booths or stands must have an identification sign posted in a prominent. ID signs will have concession, exhibit, or company name as it appears on the license agreement and the concessionaire's ID number. The State Fair will supply one (1) identification sign for each location. ID signs will be in "Welcome Packets".
- **SMOKING:** Smoking of all types, including e-cigarettes, is prohibited within exhibit spaces and inside all buildings, tents, or canopies.
- **SOLICITATION:** Solicitation of funds for any political, religious, educational, or charitable corporation, association, group, individual, or cause of any kind or character is strictly prohibited.





## GENERAL RULES & REGULATIONS

- **SPACE CHANGE:** Concessionaires who are interested in changing their booth space should fill out a Space Change Request form available on the 2023 Concessionaire webpage. This includes the request for relocation and/or requests for an additional booth.
  - Requests will be considered based on space availability, longevity as a concessionaire at the State Fair, quality of booth presentation, adherence to State Fair policies and proximity to like concessionaires.
  - Requests received prior to the upcoming State Fair will be considered before license agreements are issued.
  - All requests will be given full consideration after the license agreement and deposit deadline has passed.
  - If the State Fair is able to accommodate your request, you will be notified via phone or email prior to finalizing the move or expansion. If the State Fair is not able to accommodate your request, it will be kept on file in case additional space should open up closer to the State Fair.

The State Fair will make every effort to accommodate your request.

The State Fair will also make every effort to avoid moving a concessionaire who has not requested relocation. However, there are instances where concessionaire moves may be unavoidable. No location is ever guaranteed. Concessionaires who may have to relocate will be notified immediately.





## GENERAL RULES & REGULATIONS

- **SPACE USAGE:** Exhibit spaces may not be used for solicitation of funds for any political, religious, educational, or charitable corporation or association, or any other corporation, association, group, individual, or cause of any kind of character. Despite anything expressed or implied to the contrary, agreements are a license with respect to the space and do not grant any leasehold or other interest in real estate. Only pre-approved items and menu products may be sold in the contracted space.
- **STOCK AND SERVICE TRUCKS:** Stock trucks will be assigned a parking space by the Vendor Sales Department. A \$25.00 fee must be paid, and permit displayed. Stock trucks not displaying a permit will be towed at owner's expense. Service vehicles delivering goods must do so prior to 9:30am. All occupants must have appropriate credentials. State Fair approved purveyors are the only ones allowed on the grounds before or during the State Fair. As a health department approved and fair-sponsoring service provider for all ten (10) days, State Fair approved purveyors have exclusive rights to provide on-site food sales and concessions. This policy will be enforced.
- **STORAGE:** Concessionaire assumes all responsibility for all of its goods, materials, merchandise, exhibits, displays, articles and other tangible personal property in or on the fairgrounds before, during or after the annual State Fair of Virginia. The State Fair of Virginia assumes no responsibility for said items. Items may not be left behind and stored at the Meadow Event Park. If items are left behind, they will be disposed of at concessionaire's expense and may result in the concessionaire no longer being permitted to do business with the State Fair of Virginia.
- **SUBLETTING:** Except as otherwise specifically provided, nothing expressed or implied in the license agreement is intended or shall be construed to confer on or give any person, firm, or corporation, other than the parties and their respective officers, directors and shareholders, any rights, and remedies under or by reason of the Concessionaire Space License Agreement. Exhibit space sharing is not permitted.

## GENERAL RULES & REGULATIONS

- **TEARDOWN:** Concessionaires are not to dismantle or remove booths before 9pm (FBC and Meadow Pavilion) or 10pm (Outdoor Commercial and Food) on the closing night of the State Fair without permission from the Vendor Sales Department. Violators will not be allowed to return the following year.
- **TENTS:** Tent size and location must be provided to State Fair to ensure there is not a conflict with underground utilities. Tent stake lines must be flagged for safety with brightly colored pennants, preferably orange. Stakes may not extend beyond the marked contracted space. Additionally, for both safety and aesthetics, stakes should be used as close to the tent legs as possible. Stake holes should be adequately repaired after the State Fair.
- **TRASH:** All cardboard is to be broken down and flattened by the concessionaire. Please do not leave rugs, pallets, cinder blocks, supplies, grease spots, etc. A fee starting at \$100 will be billed to any concessionaire who does not properly dispose of materials. Areas must be cleaned before leaving the grounds each night and trash placed in large containers for after-hours pickup.
- **UNITED STATES OF AMERICA FLAG:** If a U.S. Flag is present at a booth, it must be displayed according to the “Flag Code” as outlined by Federal law.
- **UTILITIES:** Concessionaire shall not, nor will concessionaire allow any of its agents, concessionaires, or employees to drive any stake, instrument, or object of any kind into the asphalt or grassy area of the fairgrounds without the written consent of the State Fair. Underground electrical wiring, fiber optics and water service is installed throughout the fairgrounds, which could result in severe electrical shock or flooding conditions. Concessionaires are not permitted to allow third party contracts (cable/satellite services or any other utility providers) to drop lines of service or provide connection without written permission from the State Fair of Virginia.



## GENERAL RULES & REGULATIONS

- **VIRGINIA LAW:** The license agreement shall be considered to have been made and executed in Doswell, Virginia, and shall be interpreted, construed, and enforced in accordance with the laws of Virginia and no other. Licensee, its agents, employees, invitees, and/or assignees agrees to comply with all laws, regulations, ordinances, and rules, including but not limited to, the Fire Marshall, the health department, and any other governmental entity having jurisdiction over the premises.
- **WEAPONS POLICY:** The State Fair prohibits weapons of any kind from entering the property, including pocketknives. Guests are asked to leave those items in their vehicles before purchasing their tickets. This policy also applies to any events held at The Meadow Event Park. There is NO OPEN CARRY provision on the property except for On-Duty Law Enforcement Officers.
  - **CONCEALED CARRY:** Off duty officers from Caroline County, Virginia State Police or Federal Agents are permitted to conceal/carry. If on property, they must have the appropriate identifying arm band. Arm bands are available at PSOC in Harvest Landing or at gate locations from an RMC Supervisor. For the safety of concessionaires, patrons, volunteers, and staff, the State Fair of Virginia has implemented new safety measures which include, but not limited to metal detectors, wands, bag(s) check, etc.
- **WELCOME PACKETS:** Welcome Packets must be picked up during check-in at the Vendor Office by gate 2 (see map). Welcome Packets will include admission tickets/passess, parking permits, stock permits, golf cart permits and other important State Fair information. Exhibitors will receive their booth ID sign which must be prominently displayed at all times for emergency and administrative personnel to see.
- **WI-FI:** Wi-Fi is available to concessionaires. However, the State Fair does recommend each concessionaire bring a hotspot for POS devices.





## FOOD CONCESSIONAIRES

In order to provide proper customer service, concessionaire's must provide all condiments and associated supplies for appropriate menu items, i.e.: napkins, ketchup, mustard, etc. Ingredient information should be available at customers request in case of food allergies or dietary restrictions.

Concession areas are to be kept clean and sanitary.

- **CAROLINE COUNTY TAXES:** Please visit the 2023 Concessionaire web page for information.
- **CO2:** High pressure CO2 cylinders should be secured to a permanent wall or partition.
- **COMMISSARY:** For maintaining quality food items on the grounds, the commissary has available most items that are needed. A list of purveyors will be provided on the 2023 Concessionaire's webpage. Concessionaires are not required to drop any product when arriving, but any additional product while on the fairgrounds must be purchased from the approved commissary purveyors.
- **ELECTRICAL CORDS/ TRIPPING HAZARDS:** All electrical cords or other tripping hazards must be taped or otherwise secured as to help protect patrons.
- **FEES:** All food and beverage concessionaires agree to pay twenty percent (20%) of their daily gross sales or the guarantee amount as stated on their license agreement, whichever is greater, in addition to any other amount indicated in the license agreement. "Gross Sales" means the total amount of all revenue received from the sale of food and beverage products inclusive of the State Fair issued meal tickets after taxes. Concessionaire's will be audited daily. Failure to comply with the financial reporting procedures and POS requirements will be considered a violation of the license agreement. Upon being advised of a violation, State Fair Management will be called upon to review the problem and resolve the matter. This can result in immediate cessation of the right and privilege to do business on the fairgrounds.
- **FIRE EXTINGUISHERS:** Concessionaires cooking deep fat fryers or ordinary fryers must have a multipurpose dry chemical fire extinguisher rated at least 2A-15BC or CO2 extinguisher with at least 15BC rating. All concession trailers must contain the proper fire suppression systems or will not be permitted to set up.
- **FLAMMABLE SUBSTANCES:** Gas tanks used for cooking must be placed outside any State Fair building and stored in full compliance with the State of Virginia Office of The Fire Marshall rules and regulations.



## FOOD CONCESSIONAIRES

- **FORMS:** Concessionaires are required to fill out and return the Temporary Restaurant Permit Application to the Caroline County Health Department with the applicable fee one (1) month prior to the setup of the State Fair. All applications are located on the 2023 Concessionaire's webpage and are due back to Caroline County by August 22, 2023.
- **GLASS BOTTLES:** No beverages are to be sold in glass bottles at the fairgrounds.
- **GREASE DUMPS:** The concessionaire agrees, at all times concessionaire is on the fairgrounds, not to have in its possession, collect, distribute, dispose, release or otherwise discharge any toxic or hazardous waste as defined by Virginia and Federal law. In the event the concessionaire shall be in possession of such hazardous or toxic waste, the concessionaire shall immediately notify the State Fair who in turn will so advise Virginia's Department of Natural Resources and Environmental Control and such other governmental agency or body as may be required by law. Additionally, concessionaire agrees not to throw away any refuse or empty any fluids on the ground. Grease barrels are provided by the State Fair in convenient locations and must be used. In the event a concessionaire shall dump gray water, sewage or grease at locations not authorized by the State Fair, they shall be subject to a fine of \$1,000 for each infraction by the State Fair, plus any fine imposed by any governmental entity, and shall be deemed in material breach of the license agreement and subject to the concessionaires immediate removal from the fairgrounds.
- **HEALTH DEPARTMENT PERMITS:** Please see the 2023 Concessionaire webpage for information.
- **HOURS OF OPERATION:** Concession stands must be open and staffed during operating hours. Failure to do so represents a contract violation that is cause for loss of space and all expenses or rental fees will be forfeited. Concessionaires may open earlier and close later than stated hours but must be open and operating during the official operating hours stated below. Below are the Hours of Operation:

Monday-Friday: 10am-9pm

Saturdays and Sundays: 10am-10pm

\*The State Fair of Virginia reserves the right to adjust operating hours in the case of an emergency or extend hours should the crowd volume call for such. \*

## FOOD CONCESSIONAIRES

- **MEAL VOUCHERS AND VFB MEMBERSHIP DISCOUNTS:** Official State Fair of Virginia meal tickets must be accepted by all food and beverage concessionaires. Only current year tickets should be accepted. All meal tickets are issued in the face amount of \$5.00. All Concessionaires must accept meal tickets for payment and change must be given for purchases less than the amount of the meal ticket(s) presented. All meal tickets must be submitted to the State Fair Bank with concessionaire's settlement report. All food and beverage concessionaires must offer a Farm Bureau Membership Discount. Discounts being offered must be the one submitted with license agreement. These discounts will be advertised to Farm Bureau Members. Failure to adhere to this policy, including acceptance and change and receipt issuance requirements shall be deemed a material breach of the license agreement and subject the concessionaire to a fine of \$100 for each violation. Additional violations may result in the revocation of the license agreement and the concessionaire shall be asked to leave the fairgrounds and all fees paid shall be forfeited. A violation may also be grounds for non-renewal of the license agreement.
- **PEPSI:** All concessionaires selling bottled water, juices, sport and energy drink and soft drinks (bottled or fountain) must stock and use Pepsi products purchased from the State Fair of Virginia Pepsi Representative. Pepsi products purchased from a retail location are not permitted. No menu boards, signage, logo cups or other promotional materials should feature the name or logo of any other bottling company. Violations may result in termination of the License Agreement. Pepsi is the exclusive and official provider at the State Fair of Virginia/ Meadow Event Park.
- **POS REQUIREMENTS:** POS must be Clover or Square Register. POS must be used for all sale transactions including cash, credit/debit, and SFVA approved meal tickets. POS will be inspected and registered by State Fair Vendor Sales Department and Auditing Team. Model numbers and serial numbers of all POS (including backups) will be registered. POS cannot be used for sales until they have been tagged and the information has been recorded. The Auditing Office will stop by each licensed space to tag POS devices. Should the POS device fail to work properly or quit working, the Vendor Sales Manager must be notified immediately. Concessionaires are responsible for ensuring sufficient register tape to ensure receipts can be provided the entire length of the State Fair. POS System Daily Sales Summaries are to be turned over to the State Fair daily in the Auditor Office.
  - All menu items must be pre-programmed into each POS device with a description and price. Entering amounts that are not attached to a programmed product is not permitted. No "custom amount" tenders allowed unless it is used in "negative tender" for State Fair coupons.
- **POS TAGGING:** Auditors will check each stand/booth to record the model numbers and serial numbers for all approved POS Systems. Once it is approved for use, each POS will get its own tag. POS Systems cannot be used for sales until they have been tagged and the information has been recorded. Please inform the Audit team when the pos systems are ready to be tagged and checked in.

## FOOD CONCESSIONAIRES

- **POS TAPES:** All P.O.S System Daily Sales Summary's, are to be turned over to the Fair daily in the Audit Office. For the purpose of maintaining an accurate audit trail, all P.O.S. tapes need to be identified by the State Fair POS tag number, Name of exhibit/stand, booth number, and date. All tapes need to be clear and legible. No faded register tape receipts will be allowed.
- Concessionaires must program all menu items with price and description into P.O.S. system.
- "Custom Amount" tenders are not allowed unless it is used in "Negative Tender" for State Fair Meal Tickets or VAFB Member coupons.
- Concessionaires must have a forward-facing customer display with every POS being used.
- Approved POS Systems are Clover with a forward-facing display or display pole and the Square Register with built in detachable forward-facing display.
- POS Systems must have a connected receipt printer turned on to automatically print a receipt with each transaction.
- Cash Drawer must be linked to the Clover or Square Register and automatically open and close with each transaction.
- Concessionaire may not work from an open cash drawer.
- POS must have dual display. If using a Clover, it will require an additional Clover Mini as the forward-facing display, or a connected display pole is acceptable. Square Register has a built in detachable forward-facing display. Square Register is different from the "Square Stand". Square Register is the only approved Square POS system.
- POS System must be positioned for customer viewing at all times. This includes receipt printer and connected cash drawer.
- A POS system is required for each ordering window/line.
- POS must have a "Daily Summary Report" feature.
- The daily sales summary must be segregated by cash sales and credit card sales.
- The State Fair of Virginia reserves the right to ask concessionaire for back-end access to observe the transactions/journal.
- Keys are not permitted to be left in the connected cash drawer. A cash drawer key may not be used during any part of the transaction.
- All cash is to be placed into the connected cash drawer only.

## FOOD CONCESSIONAIRES

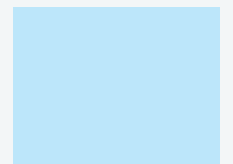
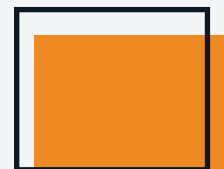
- **RECEIPTS:** All concessionaires must issue a sales receipt to the customer for each sales transaction. Automatic receipt printing must be turned on in the POS setup menu. The receipt must be handed to the customer after every transaction. This procedure is not optional. Failure to issue receipts may result in the concessionaire being in violation of this agreement and may result in immediate cessation of the right and privilege to do business with the State Fair of Virginia.

The receipt must include the following information:

- Concessionaire's company name as stated on license agreement
- Concessionaire's address as stated on license agreement
- "Current" printed date and time
- Phone Number
- Return/Refund Policy
- Items Purchased
- Total amount spent



- **REFUND:** Refund policy must be posted in the stand at all times.
- **REPORTING SALES:** All Food Concessionaires agree to pay twenty percent (20%) of their gross revenue daily, after applicable sales tax. "Gross Sales" means the total amount of all revenue received from the sale of goods. Concessionaires must use an approved P.O.S. System for all transactions. Concessionaire agrees that SFVA may, from time to time, and at any time, audit the operation of the Concessionaire, including all cash and credit receipts and transactions, for purposes of confirming the accuracy of all reports of gross sales as required under this agreement. All sales reports and payments must be made by Concessionaire of the day's sales, during posted auditor hours the next day. The final day's sales must be reported at closing of event. Failure to comply with these financial reporting procedures will be considered a violation of this agreement. Upon being advised of a violation, SFVA 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 may result in immediate cessation of the right and privilege to do business with State Fair of Virginia including Concessionaire's stand immediately ordered to stop operations, close, and vacate the property.





## FOOD CONCESSIONAIRES

- **Daily Sales Reporting:** Under this Agreement, concessionaires are required to maintain a daily record of all gross receipts derived from the licensed operation. This record is to be made available to the State Fair of Virginia any time during the State Fair and for the three (3) following years. Daily sales report forms will be provided at check-in daily in the Auditor office. Daily sales summary reports will be required to give a breakdown and accounting of all sales activity for each day. Daily Sales summary from credit card and cash transactions will be required. A Daily Sales Summary will be required from all Concessionaires using an approved P.O.S. System. Only complete daily sales reports will be accepted. Please allow enough time so that any questions concerning sales sheet or other issues can be addressed during Auditor's office hours. After sale figures are approved and calculated any amounts due must be paid to the State Fair of Virginia Bank during posted pay hours. A continuous running total of concessionaire's sales are available for review in the Auditor's office. All sales summaries and "journals" are to become property of SFVA.
- **SET-UP:** The licensed space shall be set up, decorated in completed form and approved by the State Fair no later than Thursday, September 21 at 8pm. Licensee's exhibit shall be constructed, decorated, and maintained in a professional manner and in accordance with the Concession Manual.
- **SPACE:** No stand, display or concessionaire shall occupy any more space than allotted and shall not obstruct the flow of patrons through the aisles or other passageways. Concessionaire agrees that the license agreement is revocable, limited, and non-exclusive. The parties hereto agree that concessionaire's rights hereunder shall not be construed as a lease, easement, or other interest in the property of the State Fair. The State Fair reserves the right, in its sole discretion, to accept, to reject, to move, reposition or exclude any exhibit or concessionaire as it deems necessary during the term of the license agreement.
- **TENTS:** Tents must be of a high quality and not a standard retail grade pop-up tent. All tents must meet criteria required by the National Fire Protection Association. This requires that all tents have either a label affixed to it indicating the tent material is flame-resistant or paperwork indicating material has been treated with a flame retardant. This information must be presented upon request. Tent size and location must be provided to State Fair to ensure there is not a conflict with underground utilities. Tent stake lines must be flagged for safety with brightly colored pennants, preferably orange. Stakes may not extend beyond the marked contracted space. Additionally, for both safety and aesthetics, stakes should be used as close to the tent legs as possible. Stake holes should be adequately repaired after the State Fair.

## FARM BUREAU CENTER VENDORS

- Concessionaires are responsible for providing any needed tables, chairs, linens, or other equipment for booth. The State Fair provides pipe and drape decoration to separate display, 8' in back and 3' on sides with the front open. Tables must be covered and draped to the floor.
- Concessionaires may not erect any structure that exceeds 8' in the back of their display and 3' on the sides and front. Nothing may exceed the height of the booth space including display set-ups, flags, shelving, merchandise, etc. State Fair Management, at their discretion, may request such structure to be removed at concessionaire's time and expense if guidelines are not followed.
- Concessionaire is subject to all commercial exhibit rules and regulations published in this manual.
- Booth areas are to be kept clean and sanitary.
- **Decorations:** Decorations including front drapes, floor coverings, chairs and draped tables may be rented from our decorator, Exhibits Inc. Please see 2023 Concessionaire's webpage for ordering information and deadline. No items may be attached to sprinkler heads or pipes in buildings. No nails may be driven into any walls of the State Fair. The cost for any repairs necessitated by the concessionaire's violation of these Rules and Regulations will be the responsibility of the concessionaire.
- **Electrical Cords/ Tripping Hazards:** All electrical cords or other tripping hazards must be taped or otherwise secured as to help protect patrons.
- **Hours of Operation:** Booths must be open and staffed during operating hours. Failure to do so represents a contract violation that is cause for loss of space and all expenses or rental fees will be forfeited. Booths must be in place and staffed by 9:30am each day.  
Below are the Hours of Operation:

Daily: 10am-9pm

\*The State Fair of Virginia reserves the right to adjust operating hours in the case of an emergency or extend hours should the crowd volume call for such. \*



## FARM BUREAU CENTER VENDORS

- **Products:** Vendors must list all products being sold and include brands.
- **Refund:** Refund policy must be posted in the licensed space at all times.
- **Set-up:** Concessionaires are required to check in with the Building Superintendent prior to setup. The licensed space shall be set up, decorated in completed form and approved by the State Fair by no later than Thursday, September 21 at 7pm. Licensee's exhibit shall be constructed, decorated, and maintained in a professional manner and in accordance with the Concession Manual.
- **Space:** No stand, display or concessionaire shall occupy any more space than allotted and shall not obstruct the flow of patrons through the aisles or other passageways. Regulations require ten feet (10') aisles in buildings. Booth spaces are ten feet (10') wide and ten feet (10') deep depending on location. These can be extended by renting booth spaces adjacent to the locations. Concessionaires renting two (2) end caps will not have the eight feet (8') back without prior request and approval. Concessionaire agrees that the license agreement is revocable, limited, and non-exclusive. The parties hereto agree that concessionaire's rights hereunder shall not be construed as a lease, easement, or other interest in the property of the State Fair. The State Fair reserves the right, in its sole discretion, to accept, to reject, to move, reposition or exclude any exhibit or concessionaire as it deems necessary during the term of the license agreement.
- **Stocking:** Buildings will be open to concessionaires sixty (60) minutes prior to opening to the public. There will be no reentry after the buildings close for the night.
- **Vehicles:** Vehicles are not permitted inside buildings for any purpose including loading and unloading.





## MEADOW PAVILION VENDORS

- Concessionaires are responsible for providing any needed tables, chairs, linens, or other equipment for booth. The State Fair provides pipe and drape decoration to separate display, 8' in back and 3' on sides with the front open. Tables must be covered and draped to the floor.
- Concessionaires may not erect any structure that exceeds 8' in the back of their display and 3' on the sides and front. Nothing may exceed the height of the booth space including display set-ups, flags, shelving, merchandise, etc. State Fair Management, at their discretion, may request such structure to be removed at concessionaire's time and expense if guidelines are not followed.
- Concessionaire is subject to all commercial exhibit rules and regulations published in this manual.
- Booth areas are to be kept clean and sanitary.
- **Decorations:** Decorations including front drapes, floor coverings, chairs and draped tables may be rented from our decorator, Exhibits Inc. Please see 2023 Concessionaire's webpage for pricing, ordering information and important deadlines. No items may be attached to sprinkler heads or pipes in buildings. No nails may be driven into any walls of the State Fair. The cost for any repairs necessitated by the concessionaire's violation of these rules and regulations will be the responsibility of the concessionaire.
- **Electrical Cords/ Tripping Hazards:** All electrical cords or other tripping hazards must be taped or otherwise secured as to help protect patrons.
- **Hours of Operation:** Booths must be open and staffed during operating hours. Failure to do so represents a contract violation that is cause for loss of space and all expenses or rental fees will be forfeited. Booths must be in place and staffed by 9:30am each day.  
Below are the Hours of Operation:  
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- **Vehicles:** Vehicles are not permitted inside buildings for any purpose including loading and unloading.



## OUTDOOR COMMERCIAL VENDORS

- Concessionaires are responsible for providing any needed tables, chairs, linens, or other equipment for booth. Tables must be covered and draped to the floor.
- Concessionaire is subject to all commercial exhibit rules and regulations published in this manual.
- Booth areas are to be kept clean and sanitary.
- **Electrical Cords/ Tripping Hazards:** All electrical cords or other tripping hazards must be taped or otherwise secured as to help protect patrons.
- **Hours of Operation:** Booths must be open and staffed during operating hours. Failure to do so represents a contract violation that is cause for loss of space and all expenses or rental fees will be forfeited. Concessionaires may open earlier and close later than stated hours but must be open and operating during the official operating hours stated below.

Below are the Hours of Operation:

Monday-Friday: 10am-9pm

Saturdays and Sundays: 10am-10pm

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## OUTDOOR COMMERCIAL VENDORS

- **Products:** Vendors must list all products being sold and include brands.
- **Refund:** Refund policy must be posted in the licensed space at all times.
- **Tents:** Tent size and location must be provided to State Fair to ensure there is not a conflict with underground utilities. Tent stake lines must be flagged for safety with brightly colored pennants, preferably orange. Stakes may not extend beyond the marked contracted space. Additionally, for both safety and aesthetics, stakes should be used as close to the tent legs as possible. Stake holes should be adequately repaired after the State Fair.
- **Set-up:** The licensed space shall be set up, decorated in completed form and approved by the State Fair by no later than Thursday, September 21 at 8pm. Licensee's exhibit shall be constructed, decorated, and maintained in a professional manner and in accordance with the Concession Manual.
- **Space:** No stand, display or concessionaire shall occupy any more space than allotted and shall not obstruct the flow of patrons through the aisles or other passageways. Concessionaire agrees that the license agreement is revocable, limited, and non-exclusive. The parties hereto agree that concessionaire's rights hereunder shall not be construed as a lease, easement, or other interest in the property of the State Fair. The State Fair reserves the right, in its sole discretion, to accept, to reject, to move, reposition or exclude any exhibit or concessionaire as it deems necessary during the term of the license agreement.





