



# 2023 Utah State Fair

## Vendor & Concessionaire Handbook

STATE FAIR

EST. 1856

## Welcome to the Utah State Fair!

This Handbook has been prepared as both a guide for you to plan for a successful operation during the Utah State Fair and as a substantive rider to your Space Lease Agreement. This Handbook becomes a part of your Space Lease Agreement.

The Utah State Fair Corporation Executive Director or one of his designees Hereinafter referred to as USFC reserves the right to interpret these rules and regulations and to settle and determine all matters, questions or differences in regards thereto, or otherwise arising out of, connected with, or incident to the Utah State Fair Corporation. It further reserves the right to determine unforeseen matters not covered by these rules.

Violation of any of the terms and conditions of the Space Lease Agreement, published Rules and Regulations, or policies of the Utah State Fair Corporation, forfeits all monies, rights, and privileges.

It is each vendor's responsibility to know the Rules and Regulations, and space lease standards which are a part of your Space Lease Agreement.

If you have any questions, please contact

Utah State Fair Administration Office  
(located on the east end of the Fairpark)

Phone: 801.538.8400

Email: [info@utahstatefair.com](mailto:info@utahstatefair.com)

### Disclaimer

Every effort has been made to ensure the accuracy of the information in this handbook and on the Utah State Fair website. Current rules and regulations of the Utah State Fair Corporation, hereinafter referred to as (USFC), as interpreted by Utah State Fair Management hereinafter referred to as (Management) and Board of Directors, hereinafter referred to as (Board), will take precedence over these listings due to the possibility of typographical errors or inadvertent omission.

The Board reserves the final and absolute right to interpret these rules and regulations and settle and determine all matters, questions, and differences in regard thereto, or otherwise arising out of, connected with or incident to the Fair.

The Board reserves the right to amend or add to these rules, as it, in its judgment, may deem necessary. USFC has the right to add regulations or guidelines to meet the current times (i.e. masks).

## Important Deadlines

<u>DATE</u>	<u>ACTION</u>	<u>TIME</u>
March 30	Applications Open!	
July 21 <sup>st</sup>	Early Applicant Space Deposit Option Closes. After this, all Space Lease Agreements must be paid in full upon receipt of contract.	4:00 PM
July 21 <sup>st</sup>	Space Lease Agreements cancelled after this date will forfeit any monies paid up to cancellation date.	4:00 PM
July 21 <sup>st</sup>	Space Lease Paid in Full <i>*After this a \$100 late fee is applied</i>	4:00 PM
July 21 <sup>st</sup>	Any changes to products/menu & or services must be submitted for approval by this date.	4:00 PM
August 11 <sup>th</sup>	Any Space Leases not paid in full will become void and forfeit of agreement contract. All monies paid by Vendor will be forfeit.	4:00 PM
August 18 <sup>th</sup>	Vendor copy of Certificate of Insurance (COI) submitted to Management. <i>*If not received, USFC will purchase Event Insurance for Vendor and invoice cost including a \$25 fine to Vendor.</i>	4:00 PM
August 18 <sup>th</sup>	Last day to purchase additional items in the Vendor Portal. <i>*After this you may purchase them on site at the Administration building.</i>	4:00 PM
August 18 <sup>th</sup>	Last day to confirm electrical needs. <i>*After this there will be an additional fee added for any changes on top of initial cost.</i>	4:00 PM
September 4 <sup>th</sup> & 5 <sup>th</sup>	Vendor Packet Pick-Up & Space Set Up	9:00 AM – 5:00 PM
September 6 <sup>th</sup>	Vendor Packet Pick-Up & Space Set Up	8:30 AM – 10:00 PM
September 7 <sup>th</sup> – 17 <sup>th</sup>	Vendor <u>Vehicle Load In Time</u> <i>*After this, vehicles will no longer be permitted access and must vacate grounds to designated parking areas.</i>	<b>DAILY</b> 7:00 AM – 9:30 AM
September 7 <sup>th</sup> – 17 <sup>th</sup>	Grand Building & Deseret Building unlocked for Vendor Access	<b>DAILY</b> 9:00 AM
September 7 <sup>th</sup>	Opening Day Leased Space Inspection by USFC Management	11:30 AM
September 7 <sup>th</sup>	The 2023 Utah State Fair opens to the public	
September 7 <sup>th</sup> – 17 <sup>th</sup>	Vendor <u>Vehicle Load Out Time</u> <i>*Vehicles will not be permitted access on grounds until Management gives the-all clear for attendee safety.</i>	<b>DAILY</b> 10:00 PM – 11:00 PM

September 17 <sup>th</sup>	The Utah State Fair Ends	
September 17 <sup>th</sup>	Final Concessionaire Commission Payments Due	<i>*Appointments Scheduled individually</i>
September 17 <sup>th</sup>	Utah State Tax Commission Special Event Unit Office Open	9:00 PM
September 17 <sup>th</sup>	End of FAIR Load Out Begins <i>*Vehicles will not be permitted access on grounds until Management gives the-all clear for attendee safety.</i>	10:00 PM
September 17 <sup>th</sup>	End of FAIR Load Out End of Night <i>*Grounds will close &amp; Vendor must return the following day to finish their load out.</i>	12:00 AM
September 18 <sup>th</sup>	Vendor Finish Load Out	7:00 AM – 2:00 PM
September 18 <sup>th</sup>	Electrical Panels and Outlets turned off	2:00 PM
September 19 <sup>th</sup> – 21 <sup>st</sup>	End of FAIR Inspection of All Leased Space.	N/A

## 1. Application Process for Vendors & Concessionaires

- 1.1. To be considered for space as a Vendor or concessionaire at the Utah State Fair you must complete and adhere to the following processes:
  - 1.1.1. Complete set up of Vendor Portal
  - 1.1.2. Fill out the USFC Vendor or Concessionaire application completely and truthfully. Any question left opened or not filled out in detail will potentially bar Vendor or Concessionaire from being approved.
  - 1.1.3. Vendors are required to list the products and or/ services they will be selling and providing in their leased space. Vendor are expected to be specific when listing their products and/ or services; comments such as ‘Novelties’, ‘toys’, ‘cookware’, for example, are not acceptable. If necessary, please attach a picture of wares. Any exact items not listed or approved will be prohibited from the Vendor leased space.
  - 1.1.4. The contents of any commercial exhibit space must be related products or services. For example, a single booth selling both sunglasses and funeral plans would not be allowed.
  - 1.1.5. Vendors are required to submit samples of brochures or literature they will be giving out to Attendees.
  - 1.1.6. Vendors must state if they will be holding any drawings.
  - 1.1.7. Vendors must state if they will be using a microphone for any reason.
- 1.2. These amongst other things, will help USFC determine the approval or denial of Vendor application.
- 1.3. Every effort will be made by USFC Management to propose the requested space location of all approved Vendors. USFC Management reserves the right to assign space locations to Vendors, based on application submitted, due to best-space use, prevent over saturation of product, and avoid conflict with other Vendors selling the same products and/or services within space vicinity.

## 2. Right of Renewal

- 2.1. Invitations to renew for the upcoming Utah State Fair may be sent to those vendors/concessionaires who:
  - 2.1.1. Participated in the previous year's Fair
  - 2.1.2. Are in good standing with the USFC Management.
- 2.2. The Space Lease Agreement between the USFC and vendors or concessionaires is for one Fair only.
- 2.3. Renewal for each year's annual Fair is by invitation only.
- 2.4. Renewal is conditional upon:
  - 2.4.1. The vendors/concessionaires fulfillment of the previous year's Space Lease Agreement
  - 2.4.2. Adherence to the rules and regulations as outlined in the Handbook
    - 2.4.2.1. Regardless of the number of years a vendor/concessionaire may have participated in prior Utah State Fair's
  - 2.4.3. Vendor/concessionaire evaluations as outlined in the handbook.
- 2.5. Space may be awarded or declined based on a need for variety and best-use determined by the USFC Management, the Executive Director, and/or Utah State Fair Board of Directors.
- 2.6. Vendors/Concessionaires may be offered the same space they occupied the previous year if the Fair layout stays the same.
  - 2.6.1. USFC Management reserves the right to change the layout of the commercial buildings, outdoor exhibits, and concessions.
  - 2.6.2. In the event the leased space is changed, eliminated, condemned, or rearranged after a Lease Agreement has been signed, the USFC Management may reassign another space to the vendor/concessionaire.
- 2.7. The renewal period will begin in March when Lease Agreements, instead of applications, are emailed to those vendors/concessionaires meeting the renewal criteria.
- 2.8. Any vendor/concessionaire not returning their contract by 4:00 p.m. MDT on Friday, April 28, 2023 or having it postmarked by April 28, 2023 will forfeit the space they held the previous Fair.
- 2.9. Spaces are offered on a first come, first served basis based on products or services and at prevailing prices.

## 3. Vendor and Concessionaire Booth/Space Lease Rental Pricing and Information

- 3.1. Pricing for each section is based on a 10'X10' increment of space with the potential of additional costs for corner spaces.
  - 3.1.1. Any in-line spaces must remain in 10'x10' increments unless otherwise arranged with Management.  
*Example: 10'X10'; 10'X20'; 10'X30'*
- 3.2. **Indoor Booth – Grand Building & Discovery Building**
  - 3.2.1. 10x10 space - \$1,250
  - 3.2.2. Corner Space – add \$150.00
    - 3.2.2.1. A 50% non- refundable deposit of the total space rental amount will be required to hold the space.
    - 3.2.2.2. Any Lease Agreement not paid in full by Friday, July 21, 2023 will be charged a one hundred dollar (\$150) late fee.
    - 3.2.2.3. ~~\*The booth regulations will still apply~~ *\*The booth regulations will still apply and may be larger or smaller than 10'X'10. Lease space*
  - 3.2.3. Included with each indoor rental:

- 3.2.3.1. Pipe and Drape: 8' Backdrop; 3' Siding
- 3.2.3.2. 5amp Electrical Outlet (*enough for a cell phone, laptop, etc*).

### 3.3. **Outdoor Booth Spaces**

- 3.3.1. Section N - \$975
- 3.3.2. Section L – 975
- 3.3.3. Section I, A, D, Y - \$1050
- 3.3.4. Section F - \$1,150
- 3.3.5. Corner Space – add \$150
  - 3.3.5.1. A 40% non- refundable deposit of the total space rental amount will be required to hold the space
  - 3.3.5.2. Any Lease Agreement not paid in full by Friday, July 21, 2023 will be charged a one hundred dollar (\$100) late fee.
- 3.3.6. Included with each outdoor rental:
  - 3.3.6.1. Tent with 4 sidewalls to enclose your space. The walls can Velcro shut.
  - 3.3.6.2. 5amp electrical outlet *\*Enough for a cell phone /laptop charger/ single light*

### 3.4. **PODs**

- 3.4.1. POD's locations are spaces that stand on their own and are typically larger than the standard sized booth space. POD locations are outdoors and are arranged and assigned by USFC Management at their discretion.
  - 3.4.2. Frontage Space (*Per 10'X10'*) - \$1000
  - 3.4.3. Additional 100 SQFT Depth each - \$50
  - 3.4.4. POD pricing is calculated by the number of feet of frontage the POD location requires (in 10' increments) plus \$50.00 for every 100 square feet of depth.
    - *For example, if your pod location is 70'wide x40'deep, you would be charged:*
      - \$7,000 for the front 70' (\$1000 for every 10'x10')
      - Plus \$1,050 for the 40' of depth (\$50 per 100 square feet). This would not include the first ten feet as it is charged as part of the frontage.
      - For a total price of \$8,050.
  - 3.4.5. A 50% non- refundable deposit of the total space rental amount will be required to hold the space.
  - 3.4.6. Any Lease Agreement not paid in full by Friday, July 21, 2023 will be charged a one hundred dollar (\$100) late fee.
  - 3.4.7. Pod locations may require a tent depending on the type of display
  - 3.4.8. Tents are available to rent for an additional cost
  - 3.4.9. Tents provided by Vendors must abide by the requirements in this Handbook (See Fire Regulations, Tents, and Staking) and no discount is given on space rental. The tent must be approved by the USFC Management.
  - 3.4.10. If a vendor will **not** need a tent for their leased space (bringing their own tent, trailer, etc.), it **must be indicated on the Vendor Lease Application**.
    - 3.4.10.1. A \$100.00 setup fee will be charged if the Vendor does need to rent a tent after September 1<sup>st</sup>, the tent will then be set up by the Fair's Tent Contractor at their earliest convenience.
    - 3.4.10.1.1. A \$100.00 tent removal fee will be charged if the Vendor orders a tent for an outside location and it is determined after September 1st that it is not needed. The Fair's Tent Contractor will remove the tent at their earliest convenience.
- Additional power available for purchase (see Utilities)*



### 3.5. Concessionaire Spaces

3.5.1. Regardless of the size of the space rented, Concessionaires will pay a non-refundable deposit of seven hundred and fifty dollars (\$750.00) that will be credited toward your daily payments.

3.5.2. Concessionaires pay 25% of gross daily sales of food and beverage to the Utah State Fair.

3.5.3. **In isolated cases a refundable cleaning deposit of \$500.00 will be required**

### 3.6. USFC does not provide the following:

3.6.1. Tent lighting. *\*It will get dark, make sure to plan for your own lighting.*

3.6.2. Extension Cords

3.6.3. Surge Protectors

3.6.4. WIFI or Hotspots

3.6.5. Flooring for outdoor locations. In the event of inclement weather, it is recommended to have floors built inside outdoor locations whether on asphalt or grass to raise items off the ground.

3.6.6. Vendors are fully responsible for their own items and any damage that may occur from weather.

## 4. **Space Rental Payments**

### 4.1. For Commercial Vendors

4.1.1. A 40% non-refundable deposit of the total space rental amount will be required to hold the space.

4.1.2. All Vendors and Concessionaires approved to be in the Fair must pay a lease fee based on the space agreed upon. There are no discounts for non-profits or government agencies.

4.1.3. No Lease Agreement will be officially accepted without the deposit (made via online payment, check, cashier's check, or money by mail or in person), and signature (see payment instructions above).

4.1.4. Due dates for the Lease Agreement and deposit will be indicated on the Lease Agreement.

4.1.5. Any Lease Agreement not paid in full by 4 p.m. MDT on July 21, 2023 will be charged a one hundred dollar (\$150.00) late fee.

4.1.6. Payments by credit card must be submitted via the Vendor Online Portal located on the Utah State Fair website. No credit card numbers will be accepted over the phone.

4.1.7. Payments by cash, check, or cashier's check may be paid in person at the Fairpark Administration office.

4.1.8. Once the Lease Agreement is signed and submitted online, an invoice will be generated to collect payment.

4.1.9. If you do not have an email address, access to Internet, or do not wish to pay by credit card online through the portal, you may pay with a check, cashier's check, or money order by mail or in person. Please include any checks, cashier's checks, or money orders with the company name, contact person information and booth location/number.

4.1.10. All payments regardless of method must be received by due dates to avoid lease cancellation and/or late fees.

### 4.2. For Concessionaires

4.2.1. A minimum non-refundable deposit in the amount of seven hundred and fifty dollars (\$750.00) will be required to secure the Concession Lease Agreement and seven hundred and fifty dollars (\$750) will be credited toward your daily payment(s).

4.2.2. Any Concessionaire Lease Agreement not paid in full by Friday, July 21, 2023 will be charged a one hundred dollar (\$100) late fee.

4.2.3. It is required that you report your gross sales each day for the previous day's sales.

- 4.2.4. Figures will be recorded and when you have met your deposit dollar amount, you will then pay the Utah State Fair the percentage portion of your gross daily sales. Concessionaires are required to pay 25% of gross daily sales of food and beverage to the USFC.
- 4.2.5. Settlement will take place by Concessions Auditor in the settlement office. Settlement will take place five times during the 11 day Fair. Any payment not received by Noon will be assessed a \$100.00 late fee for the first time and \$200.00 for the second time that payment is not received in full by Noon.
- 4.2.6. **All Concessionaires will be required to use a Point of Sale System. Cash Registers are no longer allowed.** The USFC reserves the right to require Concessionaires to use USFC password for existing POS systems and or a POS system supplied by USFC.
- 4.2.7. Concessionaires are NOT permitted to work from an open cash drawer, money apron, or cash box.
  - 4.2.7.1. Concessionaire must supply a lockable with key, functioning cash drawer for cash payments.
- 4.2.8. POINT OF SALE REQUIREMENTS: The Concessions Auditor must inspect and certify all POS. The system must be able to print receipts and have a cash drawer that opens electronically. ]
- 4.2.9. POS RENTAL/REPAIR: All Point of Sale systems must be in good working order. Concessionaires will be responsible for selecting and contracting whatever company they wish for POS rentals, repairs and providing the necessary gate and parking passes for contracted company. Before using a replacement system, you must notify USFC Management and have the replacement POS device approved by the Concessions Auditor. Any POS leaving the grounds to have maintenance work done that could alter totals must be checked out by the Auditor team.
- 4.2.10. RECOMMENDED POINT OF SALES DEVICE: Square Point of Sale system. When using the Square Point of Sale system you must have a third party application called Order Inspector for reporting purposes. All Point of Sale Systems must have an identifying number (the serial number will be used for this purpose). Concessionaires must always have an ample supply of POS supplies on hand.
- 4.2.11. HANDING OF RECEIPTS: All vendors are required to hand out a receipt with every transaction, or the product is free to the customer at the vendor's expense. Do not ask the customer if they want a receipt, it must be handed out automatically.
- 4.2.12. POINT OF SALE REPORTS: The USFC has the right to keep any and all tapes for a maximum of 60 days. If deemed necessary, copies of the reports will be made prior to returning them. At any point, the Concessions Auditing team and the USFC will have the right to access the back end of your point of sale system.
- 4.2.13. DAILY REPORTING: Concessionaires must turn in printable reports to the concessions office in the Guest Services Building or by email sarareneeconsulting@outlook.com by 9 a.m. the following day. Failure to turn in paperwork or email reports on time will result in a \$100 fine for the first offense and \$200 for each reoccurrence. All concessionaires shall make their final payment after Fair closes on September 17, 2023. Payments must be made at the concessions office.
- 4.2.14. THE USFC RESERVES THE RIGHT TO REQUIRE FINAL PAYMENT TO BE IN THE FORM OF A PERSONAL CHECK, CASHIER'S CHECK, OR MONEY ORDER. NO CREDIT CARDS WILL BE ACCEPTED.

## 5. Insurance Requirements

- 5.1. Insurance is required for all Commercial Vendors and Concessionaires to cover any loss. The Utah State Fair is not responsible.
- 5.2. Commercial Vendors and Concessionaires are required you to provide the Utah State Fair with a **liability insurance certificate including:**
  - 5.2.1. Personal injury and property
  - 5.2.2. Naming the Utah State Fair Corporation as an "additional insured"



- 5.2.3. The amount of one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000) aggregate
- 5.2.4. The same company name included in the vendor agreement clearly stated on the certificate.
- 5.3. Copies of your homeowner's policy or business insurance are not acceptable documents.
- 5.4. A copy of the insurance certificate must be on file in our office before August 18, 2023.
  - 5.4.1. The insurance certificate copy must be uploaded in the vendor portal online through the Fair website or emailed to:
    - 5.4.1.1. Commercial Vendors - [agarcia@utahstatefair.com](mailto:agarcia@utahstatefair.com)
    - 5.4.1.2. Concessionaires – [jamie@utahstatefair.com](mailto:jamie@utahstatefair.com)
  - 5.4.2. A confirmation email will follow as proof that USFC has received it, please save it for your records.
- 5.5. If you do not currently carry this level of insurance, it can be purchased through the USFC Haas & Wilkerson Insurance policy. \$105.00 for the first space location and \$75.00 for each additional space location.
- 5.6. Vendors and concessionaires are encouraged not to leave valuable merchandise in their leased space overnight (especially outside locations).

## 6. Sales Tax

- 6.1. The following information applies to all temporary events in which food and/or merchandise will be sold. All Vendor must obtain a Temporary Sales Tax License and Special Return Form; this includes businesses that already have a Utah State Sales Tax License.
- 6.2. This license is independent of any other license and is issued at the beginning of the Utah State Fair by a representative of the Utah State Tax Commission Special Event Unit.
- 6.3. If you have any questions please call the Utah State Tax Commission, Special Event Unit at 801.297.6303. or 800.662.4335 ext. 6303.

## 7. Vendor Operating Hours

- 7.1. 2023 Vendors will be expected to have leased spaces staffed and open to the public the following times:

Thursday September 7 <sup>th</sup>	12:00 PM – 10:00 PM
Friday September 8 <sup>th</sup>	10:00 AM – 11:00 PM
Saturday September 9 <sup>th</sup>	10:00 AM – 11:00 PM
Sunday September 10 <sup>th</sup>	10:00 AM – 10:00 PM
Monday September 11 <sup>th</sup>	12:00 PM – 10:00 PM
Tuesday September 12 <sup>th</sup>	12:00 PM – 10:00 PM
Wednesday September 13 <sup>th</sup>	12:00 PM – 10:00 PM
Thursday September 14 <sup>th</sup>	12:00 PM – 10:00 PM
Friday September 15 <sup>th</sup>	10:00 AM – 11:00 PM
Saturday September 16 <sup>th</sup>	10:00 AM – 11:00 PM
Sunday September 17 <sup>th</sup> , 2023	10:00 AM – 10:00 PM

## 8. Cancellation of Leased Space Agreement Contract & Refunds

- 8.1. Vendor must provide written notice of cancellation of any lease space agreements.
- 8.2. Leased Space Agreement Deposits are non-refundable.
- 8.3. Vendor cancelling their Leased Space Agreement after July 21st, 2023 will forfeit all monies paid as of the date of cancellation.
- 8.4. USFC Management is not responsible for loss of sales for any reason including but not limited to inclement weather, excessive noise, or noise from the carnival, or other attractions/exhibits on Fairpark grounds.

## 9. Vendor Code of Conduct

- 9.1. Vendors/Concessionaires are expected to act in a polite and courteous way to all guests, USFC Staff, Management, Board of Directors, Attendees, and other Vendors.
- 9.2. Vendors/Concessionaires are prohibited from providing derogatory information regarding other Vendors/Concessionaires.
  - 9.2.1. USFC Management will not get involved in any price setting/fixing between competing vendors or get involved in any exclusive agreements a vendor may have with a supplier.
  - 9.2.2. If a Vendors/Concessionaires has an issue with something regarding another Vendors/Concessionaires, they are to report that concern directly to USFC Management.
  - 9.2.3. Vendors/Concessionaires found vandalizing USFC property, or the property of other Vendor will be removed from grounds without refund of any monies paid and may be subject to criminal prosecution.
- 9.3. Americans with Disabilities Act
  - 9.3.1. In compliance with the Americans with Disabilities Act, persons needing auxiliary communicative aids and services should call 801.538.8400 three (3) days prior to arrival.
  - 9.3.2. Vendors agree to comply with the requirements of the Americans with Disabilities act (ADA) 42 U.S.C Section 12101 et se. and applicable regulations in performing under a Vendor Lease Agreement.
  - 9.3.3. Vendors also agree to indemnify and hold harmless the USFC from any and all actions which may arise from Vendor failure to comply with ADA in performing under this lease agreement.

## 10. Evaluations and Expectations

- 10.1. Vendors and Concessionaires are encouraged to set up their leased space in an appealing, professional manner and are expected to abide by all USFC Fair guidelines.
- 10.2. In an effort to continue improving the appearance of the Fair, each vendor and concessionaire will be evaluated during the Fair. Vendor/Concessionaire will be notified in writing of any issues.
- 10.3. Evaluations will include:
  - 10.3.1. Performance
  - 10.3.2. Payment of fees
  - 10.3.3. Compliance with the guidelines in this Handbook
  - 10.3.4. Booth opening and closing times each day
  - 10.3.5. Proper staffing of booth
  - 10.3.6. Appearance of booth/exhibit/concession
  - 10.3.7. Revenue generated (if applicable)
  - 10.3.8. Any complaints received from the public relating to goods and/or services provided during the Fair.
- 10.4. If applicable, Vendor will be expected to rectify complaints and concerns within a reasonable amount of time designated by Management.
- 10.5. Laws of the City, County, and State of Utah must be strictly adhered to, including the State Fire Code. It is the responsibility of the vendor to secure any professional licenses, permits they need in order to legally operate their business at FAIR and are required in the regular course of doing business in the State of Utah.
- 10.6. Any Vendor that does not provide the correct permitting and licensing may be removed from FAIR without refund and an invitation to renew.

- 10.7. Vendors/Concessionaires should address complaints, requests, or concerns by requesting a meeting with USFC Management via email, phone or in person. Meetings will be held privately at the Administration Office.

## 11. Rule & Regulation Violations

- 11.1. Vendor are expected to comply with and uphold the values of the USFC at all times.
- 11.2. It is the responsibility of the Vendor to read and understand the rules and regulations stated in the Space Lease Agreement Contract and here in the Vendor Handbook. If Vendor needs clarification, it is their responsibility to ask for clarification in writing to USFC Management.
- 11.3. Whenever a violation of any USFC rule and/or regulation is noted by USFC Management, an infraction ticket will be written, and a copy will be left with the Vendor or within their space if the Vendor is not present. Copies of each recorded violation will be reviewed and placed in the Vendor's file. Any violations are cause for:
- 11.3.1. A Fine
- 11.3.2. Not inviting the Vendor to return the following year.
- 11.3.3. Immediate closure and expulsion of the Vendor from FAIR
- 11.4. Any Vendor may have their exhibit closed until the perceived infraction is corrected.
- 11.5. Any Vendor who is removed from the FAIR will forfeit all monies paid to the USFC.
- 11.6. If USFC Management intends to impose the penalties listed here, or exercise rights conferred therein, Vendor/Concessionaire agree that USFC Management may provide written notice of said violation to Vendor principal place of business, booth attendant, or booth space if no attendant is present, or all of the above.

## 12. Potential Fines & Associated Fees.

- 12.1. This is not an inclusive list. Any Vendor found in violation of USFC Rules and Regulations will potentially receive a minimum of a \$300 fine plus potential expulsion from the Fair without option for renewal.

<b>FINE</b> <i>*Each fee is per infraction unless otherwise stated.</i>	<b>FEE</b>
<ul style="list-style-type: none"><li>- Not opening booth space on Time.</li><li>- Not being staffed during public hours of FAIR.</li><li>- Closing booth space early.</li></ul>	\$100
Any construction not approved by USFC in writing	\$1,000 + costs to return structure to original status.
Improper disposal of trash and cardboard	\$300
Improper dumping of sewer, gray water and/ or grease	\$500 + city-imposed fines and cost of cleanup
Unapproved products & services; drawings and free prizes	\$300
Altered, duplicated, or reproduced entry and parking passes. <ul style="list-style-type: none"><li>• Including anyone found abusing parking passes i.e., handing them to another person same day after parking vehicle in designated parking areas</li></ul>	Up to \$150 for each pass
Certificates of Insurance not submitted by due date	\$25 + cost of USFC Insurance purchased on behalf of Vendor
Vendor set up violations not corrected within the timeframe given	\$100
Space Lease Agreement not paid in full by due date	\$150

Change of electrical needs after due date (Vendor)	Up to \$100
Change of electrical needs after due date (Concessionaire)	Up to \$250
Unauthorized use of electrical; water, sewer	\$300

## 13. Booth/Space Rules

### 13.1. Indoor Space – Grand Building Discovery Building

13.1.1. Vendors are not to impede the view of their neighbor's exhibit. The design of your exhibit should adhere to the following:

13.1.1.1. The front six feet of the booth should be no higher than the three-foot-high side rails. The back four feet of the booth display may be as high as the eight-foot drape

13.1.1.1.1. Displays should not extend beyond the front of the booth.

13.1.1.1.2. Secure the edges of any carpet with tape to prevent a tripping hazard.

13.1.1.1.3. All electrical cords must be properly taped down to prevent tripping hazards

### 13.2. Outdoor Space & PODS

13.2.1. Vendor Displays cannot extend 1ft (12 inches) outside of your allotted space/tent.

13.2.2. Vendor Displays cannot extend 3ft above your allotted space/tent.

13.2.2.1. No A-frame or sandwich boards may be used by Fair vendors. If found on the premises, they will be removed and can be picked up from management.

13.2.2.2. If a vendor's trailer or is using a trailer which has an awning or their leased space is designed as such that it has an awning which protrudes out into an aisle way, all care must be taken to prevent anyone from bumping into it. The vendor may be required to purchase additional space to accommodate the awning, and secure the area preventing public access, install signage And or asked to remove it. All awnings must not protrude into common walkways.

13.2.2.3. No merchandise will be allowed to be hung or displayed from an awning or its supports.

13.2.2.4. In the event of inclement weather it is recommended floors to be built inside outdoor locations whether on asphalt or grass to raise items off the ground. We suggest a floor made with pallets or other wood materials. Commercial Vendors are fully responsible for their own items and any damage that may occur from the weather.

13.2.2.5. Tents are not equipped with lights; therefore, it is necessary for you to provide your own lights and power cords. Please review the Utility section of this Handbook.

13.2.2.6. Any vendor planning to drive any type of stake or fastener into the ground must receive written approval from USFC Management.

13.2.2.7. If the stake or fastener is intended to go 6" or more into the ground Vendor is required to contact Blue Stakes (1.800.662.4111) and receive clearance from utilities.

## 14. Entrance and Parking Passes

### 14.1. Entrance Passes (Gate Admission Tickets)

14.1.1. An entrance pass will be required for all Vendors/Concessionaires and their booth attendants (whether employees, volunteers, etc.) for entry into the Utah State Fair on a daily basis.

14.1.2. Any Vendor without an entrance pass will not be permitted to enter the grounds.

14.1.3. Each entrance pass can only be scanned once each day. If the Vendor needs to leave after their ticket is scanned, they must get a hand stamp to re-enter the grounds or provide another pass.

14.1.4. Each Vendor Lease Agreement will receive the following amount of Daily Entrance Passes:

- 14.1.4.1. 10'X 10' vendor booth/space = 33
- 14.1.4.2. 10'X 20' vendor booth/space = 44
- 14.1.4.3. 10'X 30' vendor booth/space = 55
- 14.1.4.4. 20' X 20' or larger vendor booth/space and Concessionaires = 66
- 14.1.5. Additional daily entrance pass tickets and season entrance pass tickets are available for purchase.
- 14.1.5.1. Daily Entrance Pass Ticket - \$8 EA
- 14.1.5.2. Season Entrance Pass Ticket - \$50 EA

#### 14.2. Parking Passes (Hang Tags)

- 14.2.1. Each Vendor Lease Agreement will receive 1 LOT B parking pass.
  - 14.2.1.1. Hang tags must remain visible in the Vendor vehicle at all times.
  - 14.2.1.2. Vendor vehicles will not be allowed onto the grounds without their hang tag.
  - 14.2.1.3. Vehicles found without the proper hang tag will be towed at the expense of the Vendor.
  - 14.2.1.4. Vendor vehicles without the proper hang tag will not be able to park in their designated parking lot and will pay the parking fee to enter. No refunds will be given.
- 14.2.2. Additional Lot B season parking pass hang tags are available for purchase for \$40 each

#### 14.3. Entrance Pass & Parking Pass Rules and Expectations

- 14.3.1. Vendors/Concessionaires acknowledge the following restrictions regarding the use and distribution of entrance and parking passes:
- 14.3.2. Vendors/Concessionaires are solely responsible for the custody, control, and care of any passes provided by the USFC.
- 14.3.3. It is the responsibility of the Vendors/Concessionaires to deliver entrance pass tickets and parking pass hang tags to their staff.
- 14.3.4. Vendors/Concessionaires are not permitted to leave entrance or parking passes or hang tags at Will Call, Entrance Gates, Parking Booths, or the Administration Office for employees/ or volunteers to pick up when they report to work.
- 14.3.5. Vendors/Concessionaires will not be refunded for any lost or misplaced entrance or parking pass.
- 14.3.6. Entrance passes or parking passes shall not be altered, duplicated, or reproduced by any Vendors/Concessionaires or their Affiliates.
- 14.3.7. If an altered, duplicated, or reproduced pass is used or attempted to be used by anyone to gain entrance to the Fair, Vendors/Concessionaires Agree:
  - 14.3.7.1. Vendors/Concessionaires will cooperate in any administrative, civil, or criminal investigation resulting from such misuse.
  - 14.3.7.2. Vendors/Concessionaires will be legally and financially responsible for such misuse, even if such misuse was the result of an employee or volunteer's illegal conduct.
  - 14.3.7.3. USFC may, in its sole discretion, close Vendor/Concessionaire for the remainder of the Fair and escort Vendor/Concessionaire from grounds.
  - 14.3.7.4. Vendors/Concessionaires will not be entitled to any refund for any amounts paid or owing to the USFC.
  - 14.3.7.5. USFC, in its sole discretion, impose a \$150 penalty for each altered, duplicated, or reproduced pass.
- 14.3.8. Stock Trucks
  - 14.3.8.1. As a convenience to Vendors the USFC will provide limited back stock truck parking areas located on the USFC grounds. Use of this lot will be approved by USFC management based on but not limited to; determined need, space requirement; first come first serve.



- 14.3.8.2. Electricity may be provided to trucks and trailers for an additional fee (based on availability).
- 14.3.8.3. Vendors seeking approval for a Back Stock Truck location must provide electrical needs (if needed), a graph or map showing the footprint including dimensions, stairs, and loading/unloading clearance.

## 14 Product and Service Restrictions

### 14.1 Controlled Substances & Drug Paraphernalia

- 14.1.1 In the interest of promoting the health, safety, and welfare of persons on or about the premises of the USFC, the following will not be allowed to be produced, manufactured, dispensed, advertised, or possessed on said premises:
- 14.1.2 Controlled substances as defined in the Utah Controlled Substances Act, Title 58, Chapter 37a
- 14.1.3 Drug Paraphernalia as defined in the Utah Drug Paraphernalia Act, Title 58, Chapter 37a,
- 14.1.4 Imitations scintillate as defined in the Imitation Controlled Substances Act, Title 58, Chapter 37b, Utah Code Annotated, 1953, as amended.
- 14.1.5 Any items prohibited by State and Federal Laws.

### 14.2 Prohibited Products and Service

- 14.2.1 Piercing
- 14.2.2 Permanent Tattoos
- 14.2.3 Sale of Firearms
- 14.2.4 Phrenology/Fortune Telling/Psychic reading services (exception: astrological forecasting by computer).

### 14.3 Prohibited Products

- 14.3.1 Laser pointers/pens
- 14.3.2 Potato guns
- 14.3.3 Blow guns.
- 14.3.4 Realistic toy guns/weapons *\*This will be up to the interpretation of USFC Management.*
- 14.3.5 Balloons
- 14.3.6 Obscene or vulgar material

### 14.4. Noise

- 14.4.1. No loudspeaker, amplifier, or sound device shall be used in the Vendor space without prior written approval of USFC Management.
- 14.4.2. Health Department guidelines for acceptable noise levels will be enforced.
- 14.4.3. Excessive noise from any source, including but not limited to: televisions, stereos, speakers, organs, saws, microphones, motors, etc. Will not be allowed.
- 14.4.4. No live music is permitted in any Vendor space without written approval of USFC Management.
- 14.4.5. Microphone brand and bandwidth must be reported to USFC Management and must comply with the following specifications to avoid interference with USFC paging system:
  - 14.4.5.1. VHF Bandwidth only (No UHF bandwidth, or lower than VHF bandwidth)
  - 14.4.5.2. Must be of professional grade.
  - 14.4.5.3. In proper working condition (No protruding wires or consistent crackling noise)
  - 14.4.5.4. No Comtek Brand devices allowed.
  - 14.4.5.5. Bullhorns are not permitted.



#### 14.5. Airborne Particles, Incense Smoke, & Smells

- 14.5.1. Dust, smoke or smells from the burning of scented candles, incense products, product demonstrations, etc. is prohibited.
- 14.5.2. Any airborne dust/particles due to Vendor space must be contained to the Vendor best ability and be monitored at all times.
  - 14.5.2.1. If USFC Management deems this is not being maintained to the best of the Vendor ability, Vendor will be asked to close their space until they can determine a way to properly maintain the particles.
- 14.5.3. Live flame candles are prohibited.

#### 14.6. Drawings and Prizes

- 14.6.1. Plans for free prizes or drawings must be furnished in writing with the application and must be preapproved by the USFC Management. No Space Lease Agreement will be issued until plans for any free prizes and drawings have been reviewed.
- 14.6.2. Furthermore, commercial vendors/concessionaires are not to conduct any show, drawing, or game without the prior written approval from the USFC Management.
- 14.6.3. If a vendor/concessionaire is found to be offering free prizes or conducting drawings without written approval from USFC Management, the vendor/concessionaire will be assessed a \$300 fine and potentially removed from the Fairpark.
- 14.6.4. Due to USFC sponsorship agreements, Vendors/Concessionaires may not offer free vacations, discount vacations, free trips or drawings for vacations of any kind without written approval from USFC Management.
- 14.6.5. Raffles, as defined by Utah State Law, are unlawful.
- 14.6.6. When offering free prizes, or drawings for free prizes, full disclosure must be made. There can be no hidden or undisclosed charges or deposits. If the offer says 'Free' it must be 100% free. If full disclosure is not made, (as deemed appropriate by USFC Management), the exhibit will be closed until appropriate action can be taken.
- 14.6.7. The announcement of prizes offered, and the time and place of the drawing must be posted in plain view where the attendee registers.
- 14.6.8. The drawing must be held publicly on the Fairpark grounds and by closing day and time of the Fair.
- 14.6.9. All parts of the drawing ticket must have printed thereon the name of the company conducting the drawing, a description of the prize(s) and the value thereof.
- 14.6.10. All patrons are eligible to participate in the drawing unless age is a reasonable disqualification, and the disqualification is advertised on visible signage.
- 14.6.11. A sample of the drawing ticket and a list of prize(s) to be offered must be submitted to USFC Management for approval no less than fourteen (14) days prior to the opening day of the Fair.
- 14.6.12. A description of the prize(s) offered, the names, addresses and telephone numbers of the winners must be registered by written notice USFC Management no later than October 1<sup>st</sup>, 2023.
- 14.6.13. The USFC, Board, Management, employees, or patrons are not permitted to be mentioned in supporting or conducting the drawing in any manner.

#### 14.7. Knives & Edged Weapons

- 14.7.1. When sold they must be boxed and sealed.
- 14.7.2. Any Attendee or Vendor found outside of approved booth space with an unsealed knife or edged weapon will have the weapon confiscated and turned in local law enforcement and potentially be removed from Fairpark Facilities and grounds regardless if purchased from Vendor.

#### 14.8. Stickers & Adhesive Products

14.8.1. Any adhesive-backed plastic or vinyl decals, stickers, or bumper stickers of any kind are not permitted to be sold or given away on the USFC grounds without prior written approval from Management.

14.9. Sampling

14.9.1. Samples not exceeding two (2) ounces in quantity or 2"x2x2" size may be distributed. This applies to but not limited to food, merchandise, cosmetics. Sampling must be pre-approved by the USFC

14.9.2. Samples may only be given within your leased space.

14.9.3. Sampling Sponsorships are available for the Fair which allows sampling at the entrance/exit gates or other specific locations throughout the Fair during specific hours. For this fee, sponsors receive a benefit package. Any interested company or group may contact the Utah State Fair Marketing Department at 801-538-8400.

14.10. Non - Motorized & Motorized Vehicles

14.10.1. No small, motorized vehicles such as golf carts, Segway's, motorized skateboards, scooters, etc. will be allowed inside the Fair without prior written permission and use permit from the USFC Management. Permits for motorized vehicles (i.e., golf carts) are available on a first come first serve basis at a cost of \$100 ea.

14.10.1.1. *Exceptions for any motorized vehicle required by use for ADA purposes.*

14.10.2. In addition, roller blades, roller skates, skateboards, scooters and other like mannered items are also prohibited on the Fairpark grounds.

14.10.2.1. Any vendor selling these items must inform their customers that they are not allowed to be used while on the Fairpark grounds.

14.11. USFC Management reserves the right to remove from the grounds any product, exhibit, sign or advertising matter which is not in harmony with the overall goals and objectives of the Fair.

## 5 Leased Space Rules and Regulations

5.2 Animals

5.2.1 No Animals (except Service Animals as defined by the Americans with Disabilities Act\*, competitive entries, those for sale by approved vendors and contracted animals scheduled for performance) are permitted in vendor's booths or on the Fairpark grounds at any time.

*Under the ADA, a service animal is defined as a dog that has been individually trained to do work or perform tasks for an individual with a disability. The task(s) performed by the dog must be directly related to the person's disability.*

5.3 ATMs

5.3.1 While USFC strongly encourages the ability of attendees to use different forms of digital pay at all locations, for those that accept only cash, there are ATM Machines in various locations throughout the Fairpark and are identified on the "You Are Here" maps.

5.4 Benches and Other Attendee Seating

5.4.1 Benches, picnic Tables, and other tables and chairs are placed throughout the Fairpark as comfort areas for attendees. Any placement done by USFC Management is not to be moved from place by Vendor without prior approval.

5.4.2 Any Vendor choosing to set up a comfort area (benches, picnic tables, chairs, etc.) must receive written approval from USFC Management.

5.4.3 Any comfort area must be available to all attendees and not limited to only those purchasing items from that Vendor/Concessionaire.

5.5 Balloons

5.5.1 USFC reserves the exclusive right to sell balloons.

- 5.5.2 Vendors will not be allowed to sell or give away balloons.
- 5.5.3 Helium Balloons are strictly forbidden on Fairpark grounds.

#### 5.6 Construction and Improvements

- 5.6.1 The construction of any permanent structure, booth, or enclosure and or/ alterations of any structure, booth, or enclosure owned or rented by the USFC must be approved in advance, in writing, by USFC Management. Any Vendor intending to construct and/ or alter such a facility must submit a formal, written request along with plans and specifications to USFC Management illustrating the proposed construction or alteration will be in compliance with applicable codes and regulations as outlined by the State of Utah's Division of Facilities and Construction Management (DFCM)
- 5.6.2 Construction and Improvements are at the expense of the Vendor.
- 5.6.3 In the event a lease agreement is not renewed or is terminated for any reason, any structures, booths, and enclosures and/or other improvements shall become the property of the USFC and the State of Utah, unless agreed upon prior to the construction and/or improvement.
- 5.6.4 Any Vendor who performs any type of construction or alteration to any structure, booth, or enclosure owned or rented by the USFC without first obtaining written approval from USFC Management will be assessed a \$1,000.00 fine and be required to pay the cost associated with returning the said structure, booth or enclosure back to its original status by a contractor that is approved by USF Management
- 5.6.5 Any vendor/concessionaire wishing to paint anything owned or operated by the USFC must receive prior written approval from USFC Management prior to painting such surfaces. Vendors/concessionaires receiving approval are responsible for all cost associated with painting including paint touch-ups as needed as well as returning the surface back to its original color if their lease agreement is not renewed or is terminated for any reason.
- 5.6.6 Any vendor/concessionaire who performs any type of painting to anything owned or operated by USFC without first receiving written approval from USFC Management will be assessed a \$300 fine and be responsible for any cost associated with returning the painted surface(s) back to their original color.
- 5.6.7 Holes in asphalt or grass are not permitted without written approval from USFC Management. Any damage resulting from violation will result in Vendor paying for cost of repair plus additional fines.

#### 5.7 Product & Services Change Policy

- 5.7.1 Vendor/Concessionaire is not allowed to change the contents of their leased space or services offered without written permission from the USFC Management once the Space Lease Agreement Contract has been signed.
- 5.7.2 If a Vendor/Concessionaire is found to have changed space contents or services as indicated without written approval from management, the original intent of the booth must be restored, and the Vendor will be fined.
  - 5.7.2.1 If Vendor refuses to comply, they will be removed from the USFC grounds.

#### 5.8 Advertising & Solicitations

- 5.8.1 All advertising and solicitations must be confined to the area inside of the approved leased space.
- 5.8.2 Vendor will not be permitted to distribute advertising or sampling material outside of their allotted space.
- 5.8.3 Advertising and solicitations outside the confines of your booth or the tacking or posting of any advertising material on the grounds, buildings or fences, other than inside the booth space, will result in confiscation of signs or banners, and the possibility of expulsion from the Fair and/or forfeiture of fees.

- 5.8.4 By order of the Utah State Fire Marshall, no person, equipment, boxes, booth contents, etc., may block aisles or corridors.
- 5.8.5 No A-frame or sandwich boards may be used by Fair vendors. If found on the premises, they will be removed and can be picked up from management.
- 5.8.6 It is strictly prohibited for anyone to pass out advertising material, take surveys or conduct business of any kind in the parking lots owned and/or operated by the Utah State Fair Corporation.

## 5.9 Subletting Space

- 5.9.1 Vendor is not allowed to share or sublet space to another Vendor
- 5.9.2 Vendor is not permitted to change locations without prior written approval from USFC Management.

## 5.10 Three Day Cancellation of Sales – Utah Law

- 5.10.1 All commercial vendors must be in compliance with Utah Code Section 13-11-4(2)(m) which states:
  - 5.10.1.1 Vendors must furnish a notice of the purchaser's right to cancel a direct solicitation sale within three business days of the time of purchase if the sale is made other than at the supplier's established place of business to the supplier' pursuant the suppliers mail, telephone, or personal contact and if the sale price exceeds \$25.00, unless the supplier's cancellation policy is communicated to the buyer and the policy offers greater rights to the buyer then Subsection (2)(m), which notice shall be a conspicuous statement written in dark bold at least 12 point type on the first page of the purchase documentation, and shall read as follows: "YOU, THE BUYER, MAY CANCEL THIS CONTRACT AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY (or time period reflecting the supplier's cancellation policy but not less than three business days) AFTER THE DATE OF THE TRANSACTION OR RECEIPT OF THE PRODUCT, WHICHEVER IS LATER."

## 5.11 Space Cleanliness, Trash Disposal and Recycling

- 5.11.1 All Vendors/Concessionaires are responsible for keeping their leased space neat and orderly and must clean their leased space throughout the day and at the end of each day.
  - 5.11.1.1 Fair staff will clean all walkways, aisle areas, and streets throughout the day and after the Fair has closed. No trash should be put out after cleaning has been completed. It is the responsibility of the vendor/concessionaire to dispose of their own trash.
- 5.11.2 Any trash must be placed in the appropriate receptacles provided. Improper disposal of waste (including all trash, will result in a \$300 fine. This includes the improper disposal of food, food products, and food by-products) will result in a \$300 fine.
  - 5.11.2.1 USFC Management will not provide receptacles for vendors/concessionaires to use in their leased space, nor offer receptacle liners.
- 5.11.3 When the Fair is over it is expected that the leased space is expected to be vacated and left clean and free of debris.
- 5.11.4 The USFC has a recycling program and expects all vendors to participate.
  - 5.11.4.1 USFC has specified cardboard locations for the proper disposal of cardboard. Vendors/Concessionaires are asked to break down their boxes and place in these locations. *\*see USFC grounds map provided with Vendor Packet Pickup*
  - 5.11.4.2 Blue Recycling containers are located throughout the grounds and Vendors/Concessionaires are encouraged to use these for any plastic or paper items.

## 6 Concessionaires/Food

### 6.1 Permits/Food Safety

The following information is provided to vendors/concessionaires as a service and USFC Management does not assume any liability for its accuracy.

- 6.1.1 All concessionaires and vendors serving food must obtain a Temporary Event Permit from the Salt Lake Valley Health Department. These include but are not limited to existing restaurants, fast-food operations, caterers, churches, community or school organizations, volunteer and social groups.
- 6.1.2 Each concessionaire is responsible for obtaining their own permit.
- 6.1.3 Of the three types of permits offered by the Health Department, an extended permit is required for the Fair.
- 6.1.4 This permit is good up to 14 days of temporary food service per calendar year. Cost for the permit is \$310 – 410 depending on the level of risk and may change without notice.
- 6.1.5 Permits are issued in-person by the Salt Lake Valley Health Department from 9 a.m. to 4 p.m.

Bureau of Food Protection  
788 E. Woodoak Lane (5380 South)  
Murray, Utah 84107-6379  
(385) 468-3845  
[www.slvhealth.org](http://www.slvhealth.org)

- 6.1.6 The person in charge must demonstrate adequate knowledge of food safety and sanitation practices to receive a Temporary Permit.
- 6.1.7 A permit may be revoked if an operator does not comply with health regulations.
- 6.1.8 Permits are not transferable.
- 6.1.9 Multiple vending booths or locations operated by the same owner will each need a separate valid permit.
- 6.1.10 Permit holders must demonstrate the ability to adequately supervise separate locations.
- 6.1.11 Before applying for a permit, please decide on the following:
  - The complete menu including beverages.
  - The booth structure (whether provided by the event sponsor or the vendor).
  - The equipment that will be required, including a hand washing station.
  - Methods to maintain hot and cold product temperatures.
  - How all foods will be transported and stored.
  - Where and how clean-up of equipment will be done.
  - Who will be in charge of the booth (must have a Food Handler Permit).
  - No food for the public may be prepared or stored in a private residence.
  - Temporary Event Food Booths are inspected by the Health Department.
  - All violations must be corrected.
  - Unpermitted or unsafe food practices will result in food removal or booth closure.
- 6.1.12 USFC Management and the Salt Lake Valley Health Department must be notified of:
  - 6.1.12.1 Significant changes in menu
  - 6.1.12.2 Change of operating facilities
  - 6.1.12.3 Change of business name
  - 6.1.12.4 Any conditions that may affect the quality of food service.



- 6.1.13 USFC Management reserves the rights to shut down food concessionaires that present any food safety concerns. Operators must vend from a site that meets the following minimum structural requirements:
- 6.1.13.1 A roof, awning, or other top covering, impermeable to weather, over the entire food preparation, service, clean-up and storage area.
  - 6.1.13.2 Two side walls (not screening), which will reduce the entry of dust and dirt, and exclude unauthorized personnel.
  - 6.1.13.3 The front service wall will be a counter, half-wall or table draped to the floor. The back wall may be open for employee access, or solid as desired.
  - 6.1.13.4 The floor must be a surface of plywood, concrete, asphalt, or other acceptable cleanable material. Flooring must be supplied if the vending site is on dirt, gravel, grass, or poorly drained surfaces.
  - 6.1.13.5 All trailers stands or structures, whether portable or fixed, must be professional looking, in good repair, structurally sound, neat in appearance and meet current Utah Fire Codes, State building, electrical, safety and sanitation codes.
  - 6.1.13.6 Disability access must also be considered. Vendors or Concessionaires not complying with these policies may be asked to dismantle and/or remove their exhibits or stands from the grounds.
- 6.1.14 All concessionaires/vendors are required to have all food and equipment storage areas screened from the public's view. USFC Management prefers all screens to be of the vinyl or canvas type and should not be see through.
- 6.1.15 No A-frame type (sandwich board) or any other type of freestanding sign may be placed outside of the leased space.

## 6.2 Inspections

- 6.2.1 USFC Management will conduct inspections of all leased spaces before the opening of the Fair. Concessionaires must contact USFC Management to complete proper documentation before occupying any indoor space.
- 6.2.2 Every booth must be set up, ready, and open for inspection by the USFC Management by 9:30 a.m. on opening day. (Vendors are not required to be present for inspection).
- 6.2.3 If booths are not set up by 9:30 a.m. on opening day, USFC Management reserves the right to:
  - 6.2.3.1 Assign the booth to another vendor and reassign the vendor in violation another location of equal or lesser value
  - 6.2.3.2 Impose a fine.
- 6.2.4 Concessionaires must be ready before 8:00 a.m. opening day and notify USFC Management that they are ready to be inspected. Concessionaires are required to be present during their inspection.
- 6.2.5 USFC Management will conduct an inspection at the end of the Fair on all spaces leased to concessionaires in USFC-owned buildings. This inspection aims to ensure there is no physical damage to the leased space, ensure all items that were in the leased space before leasing are accounted for (including but not limited to hood filters and fire extinguishers), and to ensure no items (i.e., food) were left that could result in insect or rodent infestations.
- 6.2.6 Concessionaires will be notified in writing of any issues discovered during this inspection.
- 6.2.7 Concessionaires will be invoiced for any damages, missing items, removal of food or items left that could result in insect or rodent infestation, and any labor associated with these costs.
- 6.2.8 Concessionaires who do not pay upon receipt of the invoice will not receive a renewal for their lease agreement.



### 6.3 Grease Disposal

- 6.3.1 This service is free of charge and may be arranged by USFC Management. Grease barrels will be located on the west end of the Fairpark behind the Operations Building in the Stock Truck Lot.
- 6.3.2 Barrels are not to be removed from this location at any time. It is the responsibility of the vendor/concessionaire to take their grease to this location and properly dispose of it.
- 6.3.3 Grease must not be dumped into the sanitary sewer line or the storm water system under any circumstances.
- 6.3.4 A \$300 fine per occurrence will be levied against any vendor/concessionaire who is discovered to have improperly disposed of grease.
- 6.3.5 If there are more than one vendor/concessionaire in area where it is discovered that grease has been disposed of in the sanitary sewer and/or storm water system, ALL vendors/concessionaires in that area will each be assessed a \$300 fine, if there is no way of determining the violator.
  - 6.3.5.1 Concessionaire is responsible for any other costs associated with the infraction (i.e. cleaning and city-imposed fines) in addition to the \$300 fine.

### 6.4 Hood Systems

- 6.4.1 Concessionaires operating in a building owned by the USFC and doing any type of frying are required to have an approved hood system.
- 6.4.2 Fairpark hood systems are serviced annually in accordance with the State Fire Marshal and are inspected and operable.
- 6.4.3 Vendors/Concessionaires who have the privilege of operating in a building with a hood system are responsible for any damage to the system and will be responsible to pay the cost of any repairs.

## 7 **Freight/Deliveries**

- 7.1 All deliveries will need to be correctly labeled to ensure that delivery is properly made. USFC Management cannot be held accountable for deliveries that are received and are improperly labeled. All packages should be labeled as follows:

Your Business Name  
C/O Utah State Fair  
Your Assigned Building or Section Your Space Number  
155 North 1000 West  
Salt Lake City, UT 84116

- 7.2 Once a shipment is received, it will be delivered to the vendor/concessionaire at the rate listed below unless the vendor/concessionaire otherwise notifies the receiving clerk before accepting the shipment.
  - 7.2.1 Packages (any size) - Free
  - 7.2.2 Pallets - \$50 for forklift/operator (depending on availability\*) ·
- 7.3 Any shipment on a pallet that must be unloaded from the delivery truck with a forklift will be assessed a \$50.00 charge.
- 7.4 No "waiting" time for forklift is allowed.
- 7.5 Additional charges may apply for odd-sized or special deliveries.
- 7.6 \*Forklift availability is NOT guaranteed; shipping trucks are advised to use their own gate-lift and pallet jacket for larger deliveries.
- 7.7 Packages can also be picked up by Vendors/Concessionaires from Shipping and Receiving located in the Operations Building on the Northwest end of the Fairpark (behind the Arena)
- 7.8 Only authorized personnel may sign for packages

- 7.9 Vendors/Concessionaires are responsible for their own unloading and loading of displays.
- 7.10 Package deliveries are made on availability basis.
- 7.11 Receiving and delivery charges are payable at the time of delivery to the vendor/concessionaire.
- 7.12 Vendors and concessionaires are responsible for storage of their own inventory, packaging, equipment, etc. No merchandise, display materials, boxes, crates, equipment, etc., will be allowed to be stored on Fairpark property other than inside the vendors/concessionaires leased space or personal vehicle(s).
- 7.13 Any items left in unauthorized areas of the Fairpark for any extended period will be discarded.

## 8 Fire & Safety Regulations

8.1 This section is intended to highlight certain Fire and Safety regulations. By no means are these the only Fire and Safety regulations Vendors/Concessionaires must follow. It is the responsibility of the Vendor to know what regulations apply to their operations.

8.1.1 The State of Utah Fire Marshal Office will have jurisdiction over the Utah State Fairpark.

### 8.2 Electric

8.2.1 Every Display or exhibit must be installed and operated so as to provide access and visibility of any fire panel, pull station, visual audio device, and/ or exit signs. Full access must be made available to firefighting equipment.

8.2.2 All electrical wiring will meet the latest edition of the National Electrical Code. Temporary wiring, as specified by this code, will be used for non-fixed wiring purposes.

8.2.2.1 Ordinary two-wire extension cords are expressly forbidden. Only Heavy-duty, three-prong, rubber or neoprene extension cords are permitted.

8.2.2.2 Power Strips are allowable, but at no time can they be “daisy chained” (plugging one power strip into another) together.

### 8.3 Open Flame and Flame Retardant Material

8.3.1 Smoking, open flames, and propane are prohibited in any and all buildings on the grounds.

8.3.1.1 There are designated outdoor smoking areas available.

8.3.2 Any drapes, curtains, hangings, or other decorative material must be made from a noncombustible material or be treated and maintained by means of a flame-retardant process approved by the State Fire Marshal’s Office.

8.3.3 Any outdoor open flame must be preapproved by the State Fire Marshall and USFC Management.

8.3.3.1 Failure to get prior approval will result in automatic removal from the grounds.

8.3.4 In every location using an open flame or electric heat device must supply and have readily accessible at least one fully charged and operational UL-rated type 2A 10-BC dry chemical fire extinguisher of at least 2 lbs. net capacity.

8.3.5 Any Vendors/Concessionaire that is using cooking equipment that involves solid fuels, vegetable or animal oils, and fats must have a Class K rated portable extinguisher with current certification. The minimum requirement is one 2.5-gallon (9L) Class K wet chemical extinguisher.

8.3.6 Any Vendors/Concessionaire that is deep fat frying with up to four fryers having a medium capacity of 80 pounds each must also have one additional Class K extinguisher of a minimum of 1.5 gallons (6L)

8.3.7 It is not required that Vendors/Concessionaire’s portable fire extinguishers be certified in Utah, but they must have been inspected and certified to meet all NFPA regulations.

8.3.7.1 All extinguishers must be inspected by the Campus Fire Marshal and must be fully charged and in compliance.

8.3.7.2 All non-refillable, single use type extinguishers must not be older than 2 years.

### 8.4 Explosive gases

- 8.4.1 Explosive gases or flammable liquids will not be used in connection with any display unless by written approval of the Utah State Fire Marshal and USFC Management.
- 8.4.2 All LP-gas containers having a water capacity greater than 2.5 pounds must be stored in an upright position with the valve end up. All LP-gas containers must be secured by rope or chain to stay in upright and cannot be knocked over.
- 8.4.3 Any combination of stored LP-containers exceeding a water capacity of 720 pounds must be stored a minimum of ten feet from any combustible material or structure.
- 8.4.4 USFC Management reserves the right to update any of the Fire & Safety regulations at any time without notice to meet or exceed current Fire and Life Safety Standards.

## 9 Utilities

### 9.1 Electricity

- 9.1.1 The USFC does not assume responsibility or liability for electrical failures of any kind Force Majeure, for damage to equipment/property caused by drops or increases in power supply, low voltage, or power surges and shall not be liable for loss of profits or revenue, loss of use of equipment, cost of capital, cost of temporary equipment, or for any special, indirect, or any damages due to interruption or fluctuation in service on the grounds.
- 9.1.2 Correspondingly, all Vendors and Concessionaires expressly agree to indemnify and hold harmless the Utah State Fair Corporation, its members, employees, and contractors from such claims. In no case will the Utah State Fair Corporation be held responsible for loss of profits, revenues, or loss of equipment.
- 9.1.3 Each 10' X 10' booth location receives one (1) outlet producing 5 amps of 110-volt electrical power included in the price of the booth.
  - 9.1.3.1 Any additional electrical power requirements must be requested on the Commercial Vendor Lease Agreement or Concessionaire Lease Agreement and paid for with the final booth payment.
  - 9.1.3.2 If not indicated on the Lease Agreement, any requests for special power must be made in writing by August 18, 2023.
  - 9.1.3.3 Any request after August 18, 2023 will be subject to additional charges and will need to be paid by the vendor/concessionaire directly to the Administration Office before additional service will be provided.
    - 9.1.3.3.1 Vendors/Concessionaires will be charged:
      - 9.1.3.3.1.1 Up to \$250
      - 9.1.3.3.1.2 \$20.00/quarter hour minimum for electrician services
      - 9.1.3.3.1.3 The cost of any material required
      - 9.1.3.3.1.4 The additional power as listed below for service not requested by the August 19th deadline.
- 9.1.4 Cost for additional power:
  - 9.1.4.1 Additional Vendor 110V Service
    - 9.1.4.1.1 10 amps \$35
    - 9.1.4.1.2 20 amps \$55
    - 9.1.4.1.3 30 amps \$75
  - 9.1.4.2 Additional Concessionaire Power
    - 9.1.4.2.1 30 amps \$150
    - 9.1.4.2.2 50 amps \$250
- 9.1.5 Vendors are advised that once the Fair opens, it will be extremely difficult to get additional power.

- 9.1.6 Please be aware that lighting is not provided with any vendor space. USFC encourages the use of LED or energy efficient lighting.
- 9.1.7 All Vendor/Concessionaire must provide proper sized and approved cable-wire size (up to approximately 100') to connect an existing service outlet. Extension cords must be for heavy duty use and appropriate for wet/damp locations. All Vendors and Concessionaires must use GFCI-protected cords. The USFC reserves the right to refuse to connect any electrical service to equipment that is not considered safe.
- 9.1.8 USFC Electricians have been instructed not to provide service to any appliance, trailer or panel that is not properly grounded. USFC Electricians will not provide service to non-UL approved equipment or faulty or hazardous equipment.
- 9.1.9 No Wiring will be done in individual stands or trailers by USFC Electricians.
- 9.1.10 USFC Management will inspect all leased space during the Fair to ensure no one is using more electricity than they have been authorized to use. In the event it is found a vendor is knowingly using more power than they have been authorized and paid for, the Vendor/Concessionaire may be fined up to \$300 and/ or the space closed and Vendor escorted from premises.
- 9.1.11 Any Vendor/Concessionaire found entering electrical panels and/or tampering with electrical lines or outlets in any way will be assessed a fine up to \$300.00 and/or the space closed, and Vendor/Concessionaire escorted from premises.
- 9.1.12 All electrical panels and outlets will be turned off no later than 2 PM Monday after the end of FAIR.

## 9.2 Gas Service

- 9.2.1 Gas Service is only available to Vendor/Concessionaires located in the North Food Court.
- 9.2.2 Vendor/Concessionaires are responsible for the maintenance of the gas line(s) from the point where they hook into the USFC connection.
- 9.2.3 If the Vendor/Concessionaire does not state their need for Gas Services in their application or in writing to USFC Management in an appropriate time frame for USFC Management to place Vendor/Concessionaire in a space that has Gas service, the Vendor/Concessionaire will be responsible to pay for any cost associated with the relocation to a space with Gas Services.
- 9.2.4 USFC does not assume responsibility or liability for Gas Disruptions of any kind, for damage to equipment/property caused by disruptions and shall not be liable for loss of profits or revenue, loss of use of equipment, cost of capital, cost of temporary equipment, or for any special, indirect, or any damages due to disruptions in service on the grounds.

## 9.3 Water

- 9.3.1 Vendor/Concessionaires needing water for operations must bring sufficient and compliant water hose(s) to connect to the nearest water source. Most water sources are within 100' feet of most locations. However, it is ultimately the Vendor or Concessionaires responsibility to have the required length of hose.
- 9.3.2 Water and sewer hook-up cost is \$75.
- 9.3.3 If a Vendor/Concessionaire installs a water hose over a walkway, street, or through another Vendors space, it must be approved by USFC Management.
- 9.3.4 Vendor/Concessionaires are responsible to cover and secure any hose crossing a potential foot traffic area.
- 9.3.5 Any Vendor/Concessionaire that connects to an outside water source must provide a hose bib vacuum breaker.

## 9.4 Sewer

- 9.4.1 By Law, all gray water must be dumped or pumped into a sanitary sewer drain (NOT a storm drain.) If a Vendor/Concessionaire is not aware of the location of a sanitary sewer drain or is unsure of the type of drain, they are planning to use, it is the Vendor/Concessionaire's responsibility to seek USFC Management for clarification.

- 9.4.2 If sanitary sewer is not available near the Vendor/Concessionaire's space, it is the responsibility of the Vendor/Concessionaire to obtain and service the necessary holding tank.
- 9.4.3 Any Vendor/Concessionaire found dumping into/onto anything other than an authorized sanitary sewer drain will be assessed a minimum of \$500 and required to pay all costs associated with damages including but not limited to labor and other materials.
- 9.4.4 USFC Management does not assume responsibility or liability for water or sewer disruptions of any kind, for damage to equipment/property caused by disruptions and shall not be liable for loss of profits or revenue, loss of use of equipment, cost or capital, cost of temporary equipment, or for any special, indirect, or any damages due to disruptions in service on the grounds.
- 9.4.5 Once a utility is installed, it becomes the property of the USFC and will remain under the control of USFC. The Vendor/Concessionaire will continue to be responsible for the maintenance of the service from the point where they are hooked into the USFC service connection for as long as the Vendor uses the service.
- 9.4.6 USFC reserves the right to shut off or disconnect the utility when it is determined by USFC Management that the service does not meet the USFC standards or if it is being used without USFC Management authorization.

## 10 End of Fair: Vacating Leased Space

### 10.1 Load Out

- 10.1.1 No exhibit or portion thereof may be torn down or removed before 10:00 p.m. on the closing night of the Fair without prior written consent of USFC Management.
- 10.1.2 Vendors may begin space load out 10:00 pm closing day.
- 10.1.3 Do not leave valuable articles in booths on the last night of the Fair.
- 10.1.4 Commercial exhibit buildings will be open for load out the following hours:
  - 10.1.4.1 Approximately two hours following the close of the Fair on Sunday
  - 10.1.4.2 Monday, September 18 between 8:00 a.m. and 12:00 p.m.
- 10.1.5 Outdoor Exhibits can be broken down after the close of Fair on Sunday night, the grounds will be open most of the night for their load out.
  - 10.1.5.1 Vehicles may be brought onto the grounds once it has been deemed safe by USFC Management.
  - 10.1.5.2 Outdoor exhibits may also be accessed the following day (Monday, September 18) between 8:00 a.m. and 9:00 p.m.

- 10.2 For security, wristbands will be given out in Vendor Packets and should be worn by anyone on your team needing access to the Fairpark and your booth space Monday morning.

- 10.2.1 If you need additional wristbands they must be picked up in the Administration Building.

### 10.3 Release Forms

- 10.3.1 A written and signed release must be obtained from the supervisor of your area when removing articles and exhibits from the grounds.
  - 10.3.1.1 The purpose of the written and signed release form is to:
    - 10.3.1.1.1 List the goods that are being removed from a vendor's space.
    - 10.3.1.1.2 Prevent theft
- 10.3.2 **Signed release forms must be presented to security upon leaving the Fairpark. Without this form, vendors will not be allowed to proceed off grounds.**
  - 10.3.2.1 Release forms are also be available in the Administration Building on the Monday following the Fair from 8:00 a.m. to 4:00 p.m.
- 10.3.3 Tents used during the Fair are taken down on Monday morning, the day after the Fair closes.



- 10.3.4 Any display or structure left on the USFC after the second day (Tuesday, September 19) will be charged a \$50.00 per day storage fee or may be considered abandoned by USFC Management.
- 10.3.5 Concessionaires will obtain a release form at the time of final settlement once full balance owed to Utah State from food & beverage sales is fully paid. Concessionaires without a release form will not be allowed to exit USFC or remove any equipment, stand displays, trailers, tents, or products.
- 10.3.6 Vendor leased spaces not returned to USFC as they were received i.e., clean and clear of debris, signage, structures, etc. may not be considered for renewal the following year.

