

THE EXCHANGE CLUB FAIR OF CHARLESTON, INC.
COASTAL CAROLINA FAIR - 2022

Rules and Regulations for Concessionaires, Exhibitors and RV Lot Tenants – 2022

The following rules and regulations shall be in effect, and will be strictly enforced, for all concessionaires, sponsors, exhibitors and any other entities (hereinafter “concession” or “concessionaire”) who lease or are assigned outside space on the CCF Parkway or in the vendor RV Lot during the 2021 Coastal Carolina Fair (“CCF”), including all periods from arrival on through departure from Fair property.

LIABILITY INSURANCE: *Prior to placement or parking of any of Concessionaire’s vehicles or equipment on the grounds of the Exchange Club Fair if Charleston, Inc., Concessionaire must provide an acceptable Certificate of Insurance, as specified on page 1 of this “Outside Concessionaire Agreement”, to the CCF Main Office.*

HEALTH & SAFETY REGULATIONS: It is the responsibility of each Concessionaire to comply with all applicable health, safety, and fire regulations, mandates or recommendations of Charleston County, the State of South Carolina, or the US Government, including the US CDC and OSHA. The Charleston County Health Department and the C&B Fire Department will perform regular inspections to ensure compliance.

The COVID-19 pandemic has created a serious health risk to the CCF patrons, employees, volunteers, vendors, concessionaires, carnival employees, service providers and any other persons who may be visiting or using CCF grounds or facilities. The CCF will make every effort to comply with any mandates and recommendations of the US CDC, the SC DHEC or any other appropriate governmental or health agency relating measures to limit the spread of this or any other disease that may be, or may become, a threat to public health. Further, the CCF will make every effort to enact appropriate contact protocols and to maintain clean, sanitary conditions throughout the fairgrounds to minimize possible exposure. However, all persons who voluntarily enter the Coastal Carolina Fair are advised that it is their personal responsibility to consider, prior to entering the grounds, the risks to them and their families of exposure to contraction of this very dangerous and contagious disease, and that by so entering the grounds, they have assumed full responsibility for any exposure that might occur.

Upon arrival and check-in at the CCF, each concessionaire will be given a copy of COVID protocols that have been adopted by the CCF Board of Directors for effectiveness during the CCF. Each concessionaire will be given the opportunity to read and agree to these protocols and will be expected to comply, to the best of their ability, with those protocols. Failure to do so will be considered to be violation of the concessionaire’s contract, and appropriate corrective action will be negotiated and/or implemented at the sole discretion of the CCF.

ADMISSION TO EXCHANGE PARK (FAIR GROUNDS): Each Concessionaire and each of his/her employees working in a concession unit, delivering supplies or other items, or otherwise engaging in the activities of the concession during CCF operating hours is required to have either a Photo ID Badge or an admission ticket to enter and/or be present on the fairgrounds. Photo ID Badges, good for admission on all days, may be obtained from the Fair Administration office for a charge of \$40 each for Concessionaire’s employees, including temporary and part-time employees if desired. Employees without an ID badge must have an admission ticket each day that they enter the fairgrounds. Daily admission tickets may be purchased by Concessionaire at reduced ticket prices as specified in Attachment 1 of Concessionaire’s contract. Admission tickets may not be resold by Concessionaire under any circumstances.

All concessionaires and their employees who reside on the fairgrounds during the Fair must have a CCF ID badge. ID badges should be worn in plain view at all times while on the fairgrounds.

CONCESSION UNIT: Concessionaire’s unit(s) must be clean and neatly painted or finished. Awnings and/or unit overhangs may not extend more than 3 feet over walkway and must be at least 8 feet above the walkway. Trailer skirting is required. If the unit’s hitch is not detachable, it must be completely covered or fenced to prevent tripping or other possible injury to Fair patrons or personnel. Tanks or other unattractive areas must be hidden from view by privacy fencing, and any fuel or other tanks must be secured with chains or sturdy straps to prevent falling or other hazards. Bungee cords are not acceptable for securing tanks. Tank covers of appropriate material and appearance are suggested and preferred. Any tents associated with the concession, if specifically permitted by the Fair, must be clean, well maintained, free of holes or tears, properly supported and safely anchored. Any tents for patron seating must have adequate interior lighting for patron convenience and safety.

Tables and benches must be sturdy and in good repair, free of sharp edges, splinters, etc. Concessionaire shall identify and eliminate tripping hazards within their concession area; any tripping hazards, such as hoses and electrical cables, that cannot reasonably be eliminated must be covered with appropriate mats or placed in covered cable trays, and must be clearly marked with hazard tape or other appropriate barriers or markers. All food stands and trailers shall contain at least one operable fire extinguisher to combat Class A, B, C and K (if applicable) fires, and concessionaire must certify that all employees have been instructed in the proper use of said fire extinguisher(s).

RULES AND REGULATIONS FOR CONCESSIONAIRES, EXHIBITORS AND RV LOT TENANTS - 2022 (continued)

Each food or beverage unit must have at least one hand sanitation station placed in a convenient location for patron use. Such stations should be frequently checked to ensure that the sanitizer level is adequate.

Advertising on concession units shall have only the name, type, and/or price of merchandise or food offered for sale. Products or services offered by Concessionaire must correspond to the product description(s) on Concessionaire's contract and may not conflict with, differ from or exceed that description without written permission of the Exchange Club Fair of Charleston, Inc. ("Fair"). The price of all products/items sold or dispensed from concession must be clearly posted in easy view of customers.

The Fair reserves the right to limit the number of Photo ID Badges issued for any Concessionaire. ID badges shall remain the property of Fair.

VEHICLES: All vehicles, including stock trucks, vehicles used to tow RVs, stock trailers and other equipment, and personal vehicles entering the fairgrounds must have either a Gate 5 or Gate 3 "Vehicle Pass" issued by the Fair Office upon check-in. Only vehicles necessary for the setup and/or continuing operation of your business will be issued a pass, and only vehicles issued a "parking sticker" by the Outside Concessions Manager may remain within the gates (i.e., "park") when not in actual use for setup, pickup, delivery, etc.

Parking space within the fairground fences is extremely limited. Entry/Parking passes will, within reasonable limits, be issued personal vehicles for tenants of the RV lots. Vehicles parked without proper authorization anywhere on Fair property may be removed at owner's expense and their vehicle pass will be forfeited.

Gate 5 is the primary entry point for independent/outside concessionaires. Entry at Gate 5 is limited as follows:

- For the four days preceding CCF opening – Sunday 9:00AM-5:00PM, Monday-Wednesday 8:00AM-8:00PM;
- During CCF operation - 2 hours prior to CCF opening until two (2) hours after CCF gate closing each day.

Entry to the grounds at any other time will be through Gate 3.

Vehicle passes must be hung on the vehicle's rearview mirror or otherwise placed so that they are clearly visible at all times. Gate passes will be honored only at the gate(s) shown on the pass. All occupants of any vehicle entering the grounds from 1 hour before gate opening until gate closing must have either an admission ticket or a Photo ID Badge.

No motorized or electric vehicles are permitted on the Parkway, Midway or other walkways normally used by the public from 15 minutes prior to gate opening until all patrons have left the property after closing, or at any other times as may be specified by the Fair.

HOURS OF OPERATION: *All concessions must be staffed and open for business at the scheduled CCF gate opening time each day and must remain open until at least one hour past scheduled gate closing time for that day, unless otherwise authorized by the Fair.*

CONCESSION SET-UP: Set-up days for concession units are the Saturday through Wednesday preceding CCF opening day. Entry onto fairgrounds will be limited to 8:00 AM to 6:00 PM on those days unless alternative arrangements are made through the Fair office. Units must be in place and washed down by 7:00 PM on Wednesday prior to CCF opening day.

CONCESSION UTILITIES: Connections for electricity, water supply and grey water discharge are available at or adjacent to each food concession site. Fair personnel will assist with hook-up of electrical service as needed. Hookups for 208 Volt service require camlocks, which are available from Fair maintenance personnel at Concessionaire's expense. Special requests or needs with respect to utilities will be accommodated if possible, and the cost of such services will be paid by Concessionaire at settlement.

PROVISIONING: Concessionaires may obtain supplies and provisions from any source they deem appropriate. The Fair may, from time to time, establish contracts for delivery of such items as ice, bread, meat, beverages, etc., for the purposes of convenience and maintaining quality food items on the fairgrounds. Concessionaires are encouraged, but *not required*, to use these vendors. The Fair reserves the right to require Concessionaire to discontinue displaying, using, selling, or serving any food, beverage or other products that, in the Fair's sole discretion, are unsafe, of inferior quality, or otherwise not in the best interest of the CCF.

GARBAGE & LITTER: Sanitation and cleanliness are an essential part of the CCF, and the cooperation of all Concessionaires is required in maintaining a safe, clean and attractive fairground. All Concessionaires are required to keep their units and the area immediately adjacent thereto sanitary, clean and trash free. All disposable waste material must be placed in sealed plastic bags and deposited in appropriate *waste* dumpsters at various locations on the grounds or left in front of Concessionaire's booth each night *after gate closing*. Cardboard boxes must be broken down and placed in appropriate cardboard recycling containers or laid flat in front of Concessionaires unit each night *after gate closing*.

Concessionaires may not place waste, garbage, trash or cardboard in any public trash receptacle.

RULES AND REGULATIONS FOR CONCESSIONAIRES, EXHIBITORS AND RV LOT TENANTS - 2022 (continued)

RV lot tenants are required to keep their space clean and trash free and must place all garbage and trash in the dumpster(s) provided for that purpose in the RV lot. *Depositing either waste or cardboard in an inappropriate container will result in a clean-up fee of \$200 per incident, to be assessed at closing.*

COOKING OIL DISPOSAL: Drums appropriately marked for disposal of used cooking oil are placed at various locations around the Parkway. *Used cooking oil must be placed only in the drums provided -- leaving oil containers beside the drums or at dumpsters, or dumping oil into sinks, drains or the sewage system, is strictly prohibited. Spills or other problems resulting from improper disposition of cooking oils or residue will result in a clean-up fee of \$250 per incident, to be assessed at closing. Dumping of any oil or food waste into any drain or sewer line will result in a clean-up fee of up to \$500 per incident, to be assessed at closing. The Fair reserves the right to increase these fines for repeated offenses.*

RV/CAMPER & LIVE-IN STOCK TRUCKS: The Fair has designated lots and parking spaces with utility hook-ups (electric, water and sewer) available for parking RVs and "live-in" stock trucks (water and electric service only) during the CCF. Living or camping on Fair property in tents or in any other area is prohibited.

RV/camper units and live-in stock trucks must be positioned completely within the space assigned by the Fair. The assigned space around living quarters must be kept clean, neat and trash free. All living quarters must comply with local health codes, and electrical hook-ups must meet the National Electrical Code requirements. Additional vehicles belonging to the tenant may be parked within the assigned space but must not infringe on any adjacent space or obstruct traffic in any way. Tenants are expected to be considerate of other tenants, and of the CCF, *at all times*. Loud or late parties will **not** be permitted.

PETS: Any pets brought onto the Fairgrounds by Concessionaires must be registered with the Fair office. Copies of current pet vaccinations must be provided upon check-in and will be kept on file in the Fair office. Pets must be kept inside your living quarters or in an approved fenced area within your assigned RV space. Pets may be on leashes in areas designated by the Fair as long as the person responsible for the conduct of the animal is present. Owners are responsible for *immediate* clean-up after pets. The Fair reserves the right to deny admittance to or require removal from the Fair grounds of any animal that becomes aggressive, dangerous or a serious nuisance to others, or which is prohibited by or in violation of any applicable laws or regulations.

No pets or animals of any type are permitted to roam unleashed on the fairgrounds at any time, even if accompanied by the owner, and no animals, except for legal service animals (such as Seeing Eye Dogs), are permitted on the Parkway, Midway or public areas during hours of CCF operation under any circumstances.

OTHER PROHIBITED ACTIONS / ITEMS:

- Alcoholic beverages are strictly prohibited in or around concession units or any public areas of the fairgrounds, and intoxication anywhere on Fair property at any time will not be tolerated.
- Use or possession of illegal drugs anywhere on Fair property at any time is strictly prohibited.
- *Products, services or signage which are racist in nature, drug related, sexually explicit, illegal, or otherwise deemed offensive by the Fair are strictly prohibited.*
- The sale of beverages in metal cans or glass bottles is strictly prohibited.
- Outside washing of concession units or areas is not allowed at any time after 7:00PM on the Wednesday prior to CCF opening day except as provided in the washing schedule to be provided by the Fair office at check-in.
- The sale of raffle tickets is not permitted for any purpose unless specifically permitted, in writing, by the Fair.
- Concessionaires are not permitted to make any sponsorship deals or agreements with any third party.
- Roving vendors or solicitors are not permitted.
- Concessionaire's operations must be confined to the boundaries of their rented space. No signs or other obstructions may be placed on the Parkway or other public walkways except as specifically permitted by the Fair..
- Amplified sound is not permitted from any booth unless written permission is granted by the Fair. If such sound is permitted, it must not be played at excessive levels.

SALES REPORTING: Concessionaires whose lease privilege is based on a percentage of net sales (gross sales less applicable sales tax) shall report gross sales for each day during the CCF. Completed Gross Sales Reports, in the form and format specified by the Fair, must be placed in the drop box at the Outside Concessions office or emailed to concessions@coastalcarolinair.org at least one hour prior to gate opening on the day following the report date. The Fair reserves the right to require any concessionaire to provide, upon demand, detailed data supporting any summary amount(s) shown on the report form(s). *The Fair also reserves the right to require any vendor to record all sales and to report such sales by use of an approved cash register, point of sale or other appropriate accounting system.*

Each report shall be signed or emailed by the person primarily responsible for operation of the concession or his/her specified designee, certifying that the sales as reported are complete and accurate. Intentionally or repeatedly reporting incorrect gross sales amounts shall be just cause for immediate termination of all of concessionaire's rights under this Lease.

RULES AND REGULATIONS FOR CONCESSIONAIRES, EXHIBITORS AND RV LOT TENANTS - 2022 (continued)

Effective with the 2022 Coastal Carolina Fair, all vendors will be required to use a cash register, point of sale or other appropriate sales accounting system approved by the CCF and to report sales in accordance with policies and procedures to be established for that fair.

SECURITY: The Fair has security (Charleston County Sheriff's deputies) present on the grounds 24-hours per day during the CCF. Any Concessionaire requiring extra security during off-hours is encouraged to use Charleston County Sheriff Deputies, at Concessionaire's expense. Written permission from the Fair is required for the use of any other security services. Any security or safety issues that you observe should be reported to the Fair office immediately.

TAXES & LICENSES: Concessionaire is responsible for any applicable federal, state, county and city taxes and for obtaining any required business or other licenses.

SUB-LEASING OR ASSIGNMENT: Sub-leasing of rented concession or RV Lot space is strictly prohibited. Neither this agreement nor any of the rights hereunder may be transferred or assigned. Violators are subject to immediate cancellation of contract without refund.

ENFORCEMENT: *The Fair reserves the right, without prior notice, to terminate this agreement and to close and/or remove from Fair property any concession unit, vehicle, equipment, RV or person(s) whose operation or conduct is not in compliance with the provisions of this Agreement and/or the CCF Rules, or if, in the sole judgment of the Fair, the operation and/or presence on Fair property of such concession, vehicle, equipment or persons is not in the best interest of the Fair.*

Acknowledged and agreed by:

By : _____
For: The Exchange Club Fair of Charleston, Inc.

Printed Name

Date

Concessionaire - Signature

Printed Name

Date