



2023 EXHIBITOR & CONCESSIONAIRE MANUAL

Table of Contents

<u>Mission Statement/Statement of Purpose</u>	5
<u>Welcome</u>	5
<u>Meet the Staff</u>	6
<u>2023 Fair Dates and Gate Hours</u>	6
<u>Gate Admission Prices</u>	6
<u>Exhibitor/Concessionaire Hours of Operation to General Public</u>	6
<u>Insurance Requirements</u>	7-8
<u>Sample Certificate of Insurance</u>	9
<u>Fair Time Phone Numbers</u>	10
<u>Pre-Fair Information</u>	
<u>Credentials Requests</u>	10
<u>Better Living Center Office Hours</u>	10
<u>Set-Up Hours Per Location</u>	11
<u>Dismantle</u>	11
Food Concessionaires Only	
<u>Food Concessionaires Rules and Regulations</u>	12
<u>Food Licenses</u>	12
<u>Cash Registers/Approved accounting systems minimum Specifications</u>	12
<u>Register Certification</u>	12
<u>Reporting Procedures for Vendors on Percentage</u>	12
<u>Payment Procedures</u>	13
<u>Grease Dumpsters</u>	13
<u>Souvenir Cups</u>	13
<u>Board of Health Regulations</u>	14-15
<u>W. Springfield Fire Dept. Regulations for Gas & Electric Appliances under Tent Enclosures</u>	16
<u>W. Springfield Fire Dept. Regulations for Exhibit Halls & Temporary Structures</u>	17-18
General Information for All Vendors	
<u>Access to Grounds</u>	19
<u>Access to Better Living Center/BLC Office Hours</u>	19
<u>Access to Carriage House</u>	19
<u>Access to Young</u>	19
<u>Background Checks</u>	19
<u>Banking</u>	19
<u>Booth Set-Up/Displays</u>	19
<u>Camping Policy</u>	19
<u>CBD Products (Cannabidiol)</u>	20
<u>Credit Card Transactions</u>	20
<u>Deliveries</u>	
<u>Package Label Instructions</u>	20
<u>Deliveries Pre-Fair – ESE Operated Package Pick Up Area</u>	20
<u>Package Pick up Area - Hours Prior to Fair</u>	20
<u>Package Pick up Area – Hours During Fair</u>	20
<u>Deliveries Pre-Fair – Direct to Vendor Booth (September 5 – 14)</u>	20
<u>Deliveries During Fair – Direct to Vendor Booth (September 15 – October 1)</u>	21

TABLE OF CONTENTS - CONTINUED

<u>Department of Revenue</u>	21
<u>Dumping</u>	22
<u>Electrical Connection</u>	22
<u>Emergencies</u>	22
<u>Entertainment</u>	22
<u>Exhibitor Parking</u>	22
<u>Exhibitor Tickets</u>	23
<u>Fax Machine Copier</u>	23
<u>Firearms</u>	23
<u>First Aid/Fire</u>	23
<u>Florescent Bulbs</u>	23
<u>Gate Hours</u>	23
<u>Golf Carts</u>	23
<u>Harassment</u>	23
<u>Hours of Operation for Outdoor/Indoor Exhibitors/Concessionaires</u>	24
<u>Logo</u>	24
<u>Mail</u>	24
<u>MA Sales Tax Exemptions</u>	24
<u>Media and Promotions</u>	24
<u>Microphone Use</u>	25
<u>Non-Smoking Policy</u>	25
<u>Patrons' Payment Options</u>	25
<u>Personnel</u>	25
<u>Pets</u>	25
<u>Photo IDs</u>	25
<u>Placement/Operation of Exhibits</u>	25
<u>Plastic Bags</u>	25
<u>Polystyrene Foam Products–Styrofoam</u>	25
<u>Pricing</u>	26
<u>Products</u>	26
<u>Propane/CO2 Tanks</u>	26
<u>Recycling Program</u>	26
<u>Retail Vendors with Percentage Reporting Requirements</u>	26
<u>Rubbish Collection</u>	26
<u>Scales</u>	26
<u>Scooter Rental</u>	27
<u>Security</u>	27
<u>Sheds</u>	27
<u>Signage</u>	27
<u>Stickers</u>	27
<u>Storage</u>	27
<u>Suppliers/Purveyors</u>	27
<u>Supplier List/2023 Big E Authorized - TBA</u>	28-29
<u>Telephone Messages</u>	30
<u>Telephone Service</u>	30

TABLE OF CONTENTS - CONTINUED

<u>Tip Vessels</u>	30
<u>Traffic Control</u>	30
<u>Trash</u>	30
<u>Visibility & Transfer of Ownership - Food Concession & Retail Vendors</u>	30-31
<u>WIFI (Wireless Internet/Hardwired Internet)/WaveSpan</u>	32
<u>ESE 2023 Rules & Regulations/Terms & Conditions of LSA</u>	33-34

MISSION STATEMENT

Eastern States Exposition is a not-for-profit corporation committed to excellence in providing year-round opportunities for the development and promotion of agriculture, education, industry and family entertainment while preserving our New England heritage.

STATEMENT OF PURPOSE

Eastern States Exposition is organized as a not-for-profit corporation under the laws of The Commonwealth of Massachusetts to:

- Provide an educational experience for urban and rural persons, especially youth, through programs and exhibitions designed to include local and regional participation, demonstration and competition.
- Provide a show window to present the agricultural and other resources of the Northeast and beyond.
- Provide regional facilities for use in serving the best interests of New England and the Northeast.
- Focus attention on the New England heritage and its pioneering spirit that contributes to continuing progress.

WELCOME

We welcome you as a participant of The Big E, the third largest fair in North America. We look forward to another terrific Exposition. This manual is created for you, our **2023** Big E exhibitors and concessionaires, to offer you the most up-to-date information directly affecting your operation and to provide you with information necessary for the successful operation of your exhibit and/or concession. This manual is part of your agreement with Eastern States Exposition and constitutes a portion of that agreement to participate at The Big E as referred to and described in our license.

PLEASE READ THIS MANUAL COMPLETELY AND FOLLOW THE ESTABLISHED RULES AND REGULATIONS FOR THE BENEFIT OF ALL AND TO ENSURE A SAFE, ENJOYABLE AND PROFITABLE EXPERIENCE.

Management reserves the right to prohibit or restrict a participant or any part thereof which, in the sole judgment of the Exposition, detracts from the character of The Big E or which may be objectionable or offensive to neighboring participants or the public. This right extends without limitation to persons, things, conduct, signage or printed material.

MEET THE SALES STAFF

Tim Garstka, Director of Sales
Rob Gottsche, Event Relations Manager
Maureen (Mo) Freniere, Deputy Director of Sales
Mackenzie Coburn, Sales Innovation Manager
Jill Larsen, Sponsorship Sales Coordinator
Darlene Smith, Secretary/Concessions
Derryl Bohaboy, Administrative Assistant/Exhibits
Julie Richards, Insurance Assistant

2023 FAIR DATES AND GATE HOURS

Friday, September 15– October 1, 2023
Gate Hours: 8am – 10pm (Sunday – Sunday)

GATE ADMISSION PRICES

Adults	\$20
Adult Advance Purchase	\$16
Children Advance Purchase	\$10
Opening Day	\$12
Children 6-11	\$12
Children 5 & Under	Free

Eight After Five - Sunday through Thursday

Visit after 5pm and get in for only \$11 - Sold at the gate

EXHIBITOR/CONCESSIONAIRE

HOURS OF OPERATION TO GENERAL PUBLIC

Better Living Center, Young Building, Craft Area, Outdoors

Friday, September 15 – Sunday, October 1, 2023

10 am – 10pm

INSURANCE REQUIREMENTS

The Licensee shall at their own expense, provide evidence of insurance in the form of a signed original Certificate of Insurance (the "ACCORD" form is acceptable) issued by an insurance company licensed to operate in the Commonwealth of Massachusetts and rated A-, Class VIII or better by A.M. Best and Company of the following coverage:

IMPORTANT * THE NAMED INSURED ON ALL CERTIFICATES OF INSURANCE MUST BE THE EXACT LEGAL NAME OF THE EXHIBITOR/CONCESSIONAIRE AND MUST BE IDENTICAL TO THE NAME OF THE EXHIBITOR/CONCESSIONAIRE LICENSEE ON THE LICENSE AGREEMENT.

Business Classification Form- must be filled out and returned annually.

GENERAL LIABILITY INSURANCE

Comprehensive General Liability form *with Waiver of Subrogation* is required. Requirements include combined single limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence/\$2,000,000 aggregate. Coverage should include the following:

- Each Occurrence - \$1,000,000
- Damage to Rented Premises - \$300,000
- Medical payments - \$5,000 (any one person)
- Personal and Adv Injury - \$1,000,000
- General Aggregate - \$2,000,000
- Products - Comp/Op Agg - \$2,000,000
- Liquor liability, if applicable, \$1,000,000 per occurrence/\$1,000,000 aggregate
- Non-owned & hired auto coverage **IF** no owned autos- \$1,000,000 with waiver of subrogation
- Must list **Eastern States Exposition** as Additional Insured
- Must name **Eastern States Exposition as Certificate Holder on General Liability, Workers Compensation and Automobile liability**
- Coverage must be for the duration of the Fair and no less than one month in force beginning the day after Labor Day through the Wednesday after the Fair concludes

AUTOMOBILE LIABILITY INSURANCE

Commercial Automobile Liability-Limits of not less than **\$1,000,000 combined single limits per accident involving use of vehicles (autos, trucks or other licensed vehicles) on fairgrounds.** The policy shall include Non-Owned and Hired Car coverage unless it is covered under General Liability policy. Must include waiver of subrogation and ESE as additional insured. If using rental van/truck, same limits and submit proof upon check-in. *For rentals, it is the vendor's responsibility to request and obtain the supplemental insurance of \$1,000,000.*

Personal Auto Coverage* – If you do not have a commercial vehicle and will drive on Eastern States Exposition property with your personal vehicle then you must provide us with the declaration page of your policy–***The requirement for personal vehicles liability Split limits is \$250,000 for bodily injury (each person), \$500,000 bodily injury (each accident) property damage each accident \$100,000 minimum. The requirement for personal vehicles liability Combined Single limit is \$250,000.*** Include ESE as additional interest.

****In the event that you are not driving on the fair grounds of Eastern States Exposition, then you must submit a letter in writing for our files. (No proof of insurance is necessary if just utilizing parking lot.)***

WORKERS' COMPENSATION INSURANCE

Workers' Compensation coverage as required by the laws of the Commonwealth of Massachusetts shall be maintained whenever the exhibitor/concessionaire Licensee has employees or other workers (including Non-partner family members). The Certificate of Insurance shall state on its face that "WORKERS' COMPENSATION INSURANCE COVERAGE APPLIES IN THE COMMONWEALTH OF MASSACHUSETTS" and the issuing insurance company shall take all required steps to promptly register the exhibitor/concessionaire Licensee as having coverage on the Workers' Compensation Coverage database maintained by the Commonwealth of Massachusetts Division of Industrial Accidents. Policy must include employer's liability with the following:

Limits of \$100,000 bodily injury by accident – each accident

Limits of \$500,000 bodily injury by disease – policy limit

Limits of \$100,000 bodily injury by disease – each employee

Members of a Limited Liability Company (LLC), partners of a Limited Liability Partnership (LLP), and partnerships or sole proprietors of an unincorporated business are not required to carry Workers' Compensation insurance for themselves.

NOTICE OF CANCELLATION

All certificates must provide not less than thirty (30) days prior written notice of cancellation or non-renewal to Eastern States Exposition at the above Certificates Holder/Additional Insured address.

The certificate(s) of Insurance must be received by Eastern States Exposition no later than July 1. If your insurance is not received by July 1, 2023 you forfeit refund of your \$250 Admin Fee (exemption for renewals only). New vendors accepted after July 1, 2023 must submit insurance within 15 days.

An example of an acceptable Certificate of Insurance can be found on Page 9 of this manual. When arranging for the insurance coverage, it is recommended that you furnish a copy of these Insurance Requirements along with the example Certificate of Insurance to your insurance agent.

MAINTENANCE OF COVERAGE

The exhibitor/concessionaire agrees that the required commercial general liability (and automobile liability, Workers' Compensation, and/or liquor liability, if applicable) insurance shall be in effect at all times as required herein. In the event the exhibitor/concessionaire fails to keep in effect at all times insurance coverage as required, the Exposition may, in addition to any other remedies it may have by law, take any of the following actions: (1) declare a material breach by exhibitor/concessionaire Licensee and terminate the License; (2) withhold any payments due to the exhibitor/concessionaire until acceptable evidence that such insurance coverage is in effect is received; and (3) obtain such insurance coverage and add costs to amounts due from the exhibitor/concessionaire under the license or deduct such costs from any sums due or which become due to the exhibitor/concessionaire under the terms of the license. All new Certificates of Insurance are subject to the approval of the Exposition, and the exhibitor/concessionaire agrees that no work or services shall be performed prior to the giving of such approval by the Exposition.

ADDITIONAL ASSISTANCE – RETAIL EXHIBITORS ONLY

If you are unable to purchase insurance through your own agent, it may be possible to obtain general liability coverage through group insurance established on behalf of Eastern States Exposition for a fee of \$250 for one location. Checks are to be made payable to Eastern States Exposition. Payments must be received by Eastern States Exposition no later than July 1. Those doing so, if approved for coverage, may have the costs of such insurance coverage added to their License fee for their exhibit/concession site(s).

CERTIFIED COPIES OF PRODUCTS

Upon request by the Exposition, exhibitor/concessionaires shall promptly provide copies of all policies of insurance, certified by the issuing carrier, corresponding to the required coverage.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

00/00/2023

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

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

PRODUCER	CONTACT NAME: Contact Person
Agent/Producer/Broker Name	PHONE (A/C, No, Ext)
Agent/Producer/Broker Address	FAX (A/C, No)
	E-MAIL ADDRESS
	INSURER(S) AFFORDING COVERAGE
	INSURER A: AM Best "A-" Rated & Financial VII or Better
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR DENT AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y Y	Policy Number	00/00/0000	00/00/0000	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADY INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS HIRCD AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		Policy Nbr-For Personal Auto	00/00/0000	00/00/0000	COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ 250,000 BODILY INJURY (Per accident) \$ 500,000 PROPERTY DAMAGE (Per accident) \$ 100,000
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	Policy Number	00/00/0000	00/00/0000	EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	Policy Number	00/00/0000	00/00/0000	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Liquor Liability		Policy Number	00/00/0000	00/00/0000	Each Occurrence 1,000,000 AGGREGATE 1,000,000

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

The Certificate Holder is added as an Additional Insured for General Liability.

Waiver of Subrogation applies in favor of the additional insured for General Liability.

Workers Compensation applies in the Commonwealth of Massachusetts.

CERTIFICATE HOLDER	CANCELLATION
Eastern States Exposition 1305 Memorial Avenue W. Springfield, MA 01089	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE
	Signature

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

FAIR TIME PHONE NUMBERS

September 15 – October 1, 2023

Better Living Center: 413-205-5061

Young Building: 413-205-5081

Storowton Tavern: 413-732-4188

Fax: 413-205-5267

SECURITY: 413-205-5555

PRE-FAIR INFORMATION

Credentials Requests

Credentials issued to you under your contractual agreement are for personnel who will be working in your booth and **MAY NOT BE SOLD OR TRANSFERRED**. Please advise all personnel of this matter since it will not be taken lightly by the Exposition if any exhibitor, concessionaire, or employee is selling or transferring credentials or exhibitor tickets. First offense will require an explanation to Exposition Management. If a second offense occurs, you will not be invited to return. Any person leaving the grounds during the day may have their hand stamped for re-admission. Eastern States Exposition is not responsible for credentials that are lost, stolen, or damaged.

BETTER LIVING CENTER OFFICE HOURS

Wednesday, August 16 - Friday, September 8, 2023 9am – 5pm

(Weekends and Labor Day excluded)

Saturday, September 9 & Sunday, September 10 9am – 3pm

Monday, September 11 & Tuesday, September 12 9am – 5pm

Wednesday, September 13 & Thursday, September 14 9am – 7pm

***ALL EXHIBITORS AND CONCESSIONAIRES MUST
CHECK IN AT THE BETTER LIVING CENTER OFFICE
PRIOR TO SET-UP***

SET-UP HOURS PER LOCATION

BETTER LIVING CENTER AND YOUNG BUILDING

September 5 - September 12 9am – 5pm
September 13 & 14 9am – 7pm

NO VEHICLES WILL BE ALLOWED TO DRIVE INTO
THE BETTER LIVING CENTER OR YOUNG BUILDING AFTER
WEDNESDAY, SEPTEMBER 13, 2023

OUTDOOR EXHIBITS SET-UP

Starting Tuesday, September 5, 2023 (contact the office to make sure your tent is up, if applicable.)

CRAFT AREA SET UP

Carriage House..... Starting Monday, September 11 after 12 NOON
Outdoor Permanent Sheds.....Starting Tuesday, September 5, 2023
Village Green Outdoor Temporary Sheds.....Starting Sunday, September 10, 2023
Carriage House Temporary Sheds.....Starting Sunday, September 10, 2023

CONCESSION TRAILERS SET-UP HOURS

Starting Tuesday, September 5, 2023

IF YOU REQUIRE ADDITIONAL SET-UP TIME, PLEASE CONTACT US.

DISMANTLE

Dismantling begins at 10pm Sunday, October 1, 2023. Vehicles are not permitted to enter buildings until 10:30pm. If dismantling occurs prior to this time, you will not return to The Big E. The Exposition will be strictly enforcing this rule in all areas of the grounds.

Exhibits must be completely removed by 12pm, Wednesday, October 4, 2023.
NO EXCEPTIONS. Anything not removed will be disposed of.

Carriage House exhibits must be removed by 5pm Monday, October 2, 2023.
NO EXCEPTIONS.

NOTE: Planters will be placed at the west, south and southeast entrances of the craft area. Planters will be placed to allow pedestrian and wheelchair access only. There will be no access for vehicles. Please plan accordingly for dismantling of your exhibits.

FOOD CONCESSIONAIRES ONLY

Food Concessionaires Rules and Regulations

ALL Concessionaires are prohibited from selling any products that are not listed on their contract. Management will demand removal of any unapproved items. Concessionaire agrees to operate said concession according to ESE and Board of Health rules and regulations. **ALL PERMITS AND LICENSES MUST BE POSTED IN A CONSPICUOUS LOCATION AT ALL TIMES DURING LICENSED EVENT.** All concessions will be open and adequately staffed during the Fair's hours. The concessionaire will use their designated space only; this space cannot be sublet or transferred to any other person, firm or organization. Non-alcoholic beverages will be served out of approved Coca-Cola cups or Big E Souvenir Cups. No cups with food concession name or logo can be used (unless approved). The Fair auditors will make periodic, unscheduled on-site visits in order to verify sales. All seating on the grounds is intended for Fair guests. **No signage with your concession name will be allowed outside of your seating area.**

Food Licenses

REMINDER – The Health Permit Application will be completed electronically to the Town of West Springfield.

Instructions for the new process to apply is included with Contracts for Food Concessionaires and Sampling. Link to apply for Health Permit: <https://westspringfieldma.viewpointcloud.com/>.

NOTE: Presently, there are *no* changes to the process for applying for the Common Victualer; however this could change per the W. Springfield License Commission. If it does, we will advise all concessionaires as we are notified.

Cash Registers or Other Approved Electronic Accounting Systems

Minimum Specifications – *Applies to Food Vendors and Retail Percentage Vendors Only*

- Must have a cumulative counter (Z key)
- Must have an interim counter (X key)
- Must have a dual tape (one for reporting and one for the customer)
- Must have a current date printed on the receipt
- Must have at least 4 departments (one for each different percentage i.e. 22% for food 40% for beer, etc.)
- Must have Price Look Up (PLU) key equal to the number of products being sold
- Must have a key protector
- Must have at least a 30 day battery backup
- All PLU keys must be set pre-tax

Register Certification

- Prior to opening, all registers will be certified by the Fair audit team. Fair auditors will be around to certify registers on a first come first serve basis. Earlier is better.
- Each register (including backup registers) model and serial number will be recorded and minimum specifications will be checked.
- Beginning Z readings will be obtained during the certification process.
- Once the register is approved for use it will be issued a certification tag and register number.
- Do not use any register to record sales that has not been properly certified.

Reporting Procedures for Vendors on Percentage

- Daily sale figures may be reported in Kaleidoscope (preferred method) for each day. If you experience any problems or make a mistake, you may go to the Hampden County Building for assistance. The office hours will be 8:30 a.m. to 3:00 p.m. Beginning Saturday, September 16, please report your Daily Sales figures either on Kaleidoscope or you can go to the Concessionaires' Payment Office located on the second floor of the Hampden County Building. Enter the door that faces the Gate 3 parking lot and

Fire Department. If you fail to report the prior day's percentage figures you will breach your agreement and must meet with a representative of the Sales Department to determine if operations can continue.

- You must report each different percentage separately on the Daily Report Form and staple your closing Z reading to the form.
- Each vendor will be issued a cumulative vendor sales report. You may wait for your report or pick it up the next day.

Payment Procedures

All payments must be made to the Concessions Office in the Hampden County Building according to the following schedule:

- first Monday of the Fair, September 18, payment is due for sales from September 15 - 17 Office Hours: 8:30am - 3pm
- second Monday of the Fair, September 25, payment is due for sales from September 18 - 24 Office Hours: 8:30am - 3pm
- Monday following the Fair, October 2, payment is due for sales from September 22 - October 1. Office Hours: 8:30am - 1pm
- If you are planning to leave Sunday, October 1, after the closing of The Big E (10pm), your account **MUST** be paid in full before you leave the grounds. The Hampden County Concessions Offices will be open from 9 -11pm.
- If it is more convenient for you to pay your percentage daily, please feel free to do so.
- A late fee will be charged for those concessionaires who repeatedly do not report or pay on schedule.

Grease Dumpsters

We ask that you please use the grease dumpsters and/or grease barrels and not use our trash dumpsters for your grease. The trash dumpsters are for trash only. Failure to comply with proper disposal will result in a surcharge.

Souvenir Cups

Please come to the Better Living Center's office to receive information on picking up your souvenir cups prior to and during Fair. More information to follow at a later date.

See Pages 14 and 15 for Board of Health Regulations.

See Pages 16, 17, 18 for W. Springfield Fire Department Rules and Regulations



Town of West Springfield

Health Department

26 Central Street, Suite 18
West Springfield, MA 01089
(413) 263-3206 | allhealth@tows.org

HEALTH REGULATIONS

EASTERN STATES EXPOSITION, WEST SPRINGFIELD, MA

All food vendors and their employees are expected to know and follow the **2013 US FDA Food Code**. The information that follows is provided to make you aware of items that the West Springfield Health Department considers most important or are specific to our community.

1. All applications for permits must be received in the office of the West Springfield Health Department no later than **THIRTY (30)** days before the event begins. Permits are required for anything associated with food (selling or sampling whether for a fee or not).
2. **ALL** food vendors must comply with the Massachusetts regulations regarding allergen awareness. *
3. Certified Food Managers are required at all shows and at all booths serving food that requires **"time/temperature control for food safety"**.
4. Smoking / vaping is strictly prohibited in food storage, food preparation, and food service areas.
5. **The use of electronic cigarettes and vaporizers is prohibited in all places where smoking is prohibited.**
6. Refrigeration must be 41°F or lower. All foods under refrigeration must also be less than 41°F.
7. Foods that are to be kept hot in a steam table must be at least **135°F**. *Foods must be properly preheated BEFORE being placed into the preheated steam table.*
8. Vendors must use thermometers to monitor food temperatures during preparation, cooking, cooling, reheating, and service. Maintaining a log of temperatures is advised. Sanitize thermometers between foods and between uses.
9. **Waste of all kinds can NOT be placed into storm sewers (open grates in the pavement).** This includes melt water, mop water, waste water from hand washing, overflows from beverage dispensing, waste beverages, trash and debris.
10. **Vendors are requested to recycle cardboard, metal cans, and organics ("food scraps"). Please reach out to the Eastern States staff for more information on doing this properly.**
11. All employees must wear DISPOSABLE GLOVES (**NO** latex gloves) when serving ready-to-eat foods.
12. All employees must wear clean outer garments and shall keep their hands clean at all times while engaged in handling food, drink, utensils or equipment.
13. **Nail polish and artificial nails are not allowed unless the worker wears gloves at all times.**
14. **Only a PLAIN wedding band is allowed to be worn on hands or arms while working. No other rings, bracelets or watches may be worn on the arms or hands.**
15. Employees must wear effective hair restraints such as hairnets or hats. Any long hair must be pulled back behind the shoulders. This requirement is based on the food service worker's hair length not their gender or duties and applies to front of the "house staff" as well as "back of the house" staff.

Health Regulations Con't

16. Adequate and convenient hand washing facilities must be provided and used. Each location shall have running water, liquid soap and approved single use paper towels. If possible, hot running water should be provided to all hand washing stations.
17. No employee shall resume work after using the toilet room or after smoking / vaping without first washing his / her hands. This includes bar tenders, waiters, bus staff and kitchen staff.
18. Cups must be protected from contamination during storage and dispensing. The plastic sleeves they come in or an enclosed dispenser are acceptable.
19. Raw fruits and vegetables must be washed thoroughly before use.
20. Ice cream scoops must be in cold running water or a dry container between uses.
21. All food and drink shall be clean, wholesome, free from spoilage, and prepared so as to be safe for human consumption.
22. All foods must be from an approved source. This means a licensed facility or one that complies with regulations from their state of origin.
23. All food and drink shall be stored, displayed, and served so as to be protected from dust, flies, vermin, and other contamination. This means off the ground, covered and away from sources of contamination such as rain, splash from water/wastewater, birds or other food preparation activities.
24. All straws used for drinking purposes must be individually wrapped or from a dispenser that dispenses only one straw at a time.
25. For events of two (2) days or less or in an emergency, ice chests can be used to keep products cold. Do not allow products to sit in the melt water. Drain the ice chest to an approved sewage disposal system, NOT onto the ground whether the ground is paved or unpaved. **Longer events must provide commercial refrigeration equipment connected to electricity.**
26. No gravy or stuffing shall be made or meat and poultry sliced until the day that they are to be sold.
27. **Failure to comply with a notice of violation in the time specified may result in the suspension of your ability to sell, sample, serve or give away foods.** The notice of violation is the inspection report that is left with the person in charge at the time of inspection. It is incumbent upon each and every employee that the information on the notice of violation/inspection report be shared with a manager immediately so that corrective action is taken promptly. A failure to communicate within your operation is NOT an acceptable reason to fail to comply and puts your permit to operate at risk.

***As of the publication of the 2022 US FDA Food Code, a 9th food item has been added to the list of top allergens. Please adjust all your labels and notices to include SESAME as a food allergen.**

If you have any questions, feel free to contact the West Springfield Health Department.

Here's to a safe and healthy event.



Jeanne Galloway, REHS, MPA, CHO
Director of Public Health

OFFICE OF
THE
DEPUTY FIRE CHIEF



44 VAN DEENE AVENUE
Tel: (413) 263-3220
Fax: (413) 736-0087

WEST SPRINGFIELD, MASSACHUSETTS 01089

**Eastern States Exposition and "Big E" Fire Safety
Regulations for Gas and Electric Appliances Under Tent
Enclosures**

January 23, 2023

The following guidelines will be strictly enforced to minimize the risk to public safety:

1. No deep fat fryers, cooking grills, cooking appliances are allowed under tent enclosures
2. There shall be a minimum 4 foot clearance between a propane tank and the tent enclosure
3. **Cylinders shall be connected to cooking appliances with Vapor LP Gas Hose** having a minimum working pressure of 350 PSI. The length of the hose shall be long enough to ensure the hose will not be accidentally pulled from the appliance(s) or propane cylinder if tripped upon.
4. Vapor lines shall be long enough to have a loop at the base of the cylinders and at the base of the appliance, and shall not be stretched to the limits between appliance(s) and cylinders.
5. Weather resistant mats shall be placed over vapor lines to protect against foot traffic.
6. A minimum of one (1) 2A-10BC fire extinguisher is required for fire suppression. All extinguishers must have a current inspection tag
7. Vehicle protection barriers shall be provided for all LPG cylinders placed on asphalt in the proximity to vehicle travel

William Grassetti
Deputy Fire Chief
Fire Prevention Bureau

OFFICE OF
THE
DEPUTY FIRE CHIEF



44 VAN DEENE AVENUE
Tel: (413) 263-3220
Fax: (413) 736-0087

WEST SPRINGFIELD, MASSACHUSETTS 01089

2023 Fire Prevention Regulations for Exhibit Halls & Temporary Structures

1. **NO SMOKING** is allowed inside any building or temporary structure
2. **BURLAP** material is **NOT** allowed as backdrops or table coverings. All fabric used as backdrops and/or table coverings must be flame retardant. Use of spray flame retardant is acceptable. Proof must be provided.
3. All decorations must be non-flammable as certified by a National Testing Laboratory or, when permitted, rendered non-flammable by a topical flame retardant.
4. EZ-UP Tents, if used, must have flame retardant ratings. No vendor **shall** set up more than (2) ten foot by 10 foot tents next to each other. No show layout **shall** have more than 20 feet of tent space without a 10 foot of non-tent space in between
5. Devices utilizing open flame are **not permitted under any circumstances**
6. All lights and electrical mechanisms **shall** have a UL label. Extension cords **shall** be UL listed, and must be proper wire gauge (AWG) and **NOT** overloaded with electrical devices. No home extension cords may be used.
7. Electrical devices shall not be left unattended, i.e. displays utilizing lights and electrical mechanisms shall be shut-off or unplugged at the end of the show.
8. Flammable liquids and gasses (Propane, Butane, etc.) are not permitted in the buildings. Non-flammable gas cylinders, such as helium, shall be supported by metal stands or secured by a proper chain
9. Corn stalks, hay bales, and bark mulch are **NOT** permitted for display purposes* (see #18 below)
10. Live trees and vegetation shall be bailed and watered daily. ***Prior to set-up, approval must be granted by the West Springfield Fire Department - Fire Prevention Office.***
11. Automobiles, trucks, motorcycles, RV's, ATV's, or any motorized engines or equipment etc, positive battery leads **shall** be disconnected and taped. Fuel tanks **shall** have a minimum amount of fuel, 1/4" of a tank of fuel or less. Fuel fill caps must be locked or secured with tape.
12. **VEHICLE ENGINES SHALL NOT BE STARTED AND RUN AT ANY TIME WHILE THE BUILDING IS OPEN TO THE PUBLIC**
13. RV Coaches: Keys are not permitted to be in the ignition switch. Vehicles **shall** operate with shore power only.
14. All aisles **shall** be a minimum of 10 feet in width and **shall** remain free of obstructions at all times.
15. All exits and fire lanes shall remain unobstructed and free at all times per 527 CMR 1.00

OFFICE OF
THE
DEPUTY FIRE CHIEF



44 VAN DEENE AVENUE
Tel: (413) 263-3220
Fax: (413) 736-0087

WEST SPRINGFIELD, MASSACHUSETTS 01089

16. All fire alarm pull stations, fire extinguishers, sprinkler heads and any other fire protection devices or equipment shall be free and clear of obstructions and readily visible per 527 CMR 1.00
17. No signs, decorations, or products **shall** be attached to any part of the automatic fire sprinkler system.
18. Home and Garden shows where bark mulch is an integral part of vendor business (landscape contractors, Garden Center Distributors) and the display is readily available as Landscape or Garden Center exhibit, can use bark mulch. Mulch **shall** be contained behind masonry or other non-combustible retaining wall. Mulch **shall** be no more than 3 inches in depth. It **shall** be sprayed with water daily, before the show opens and after the show closes. Mulch **shall** be kept damp at all times.
19. All columns marked with a red band indicating a Fire Extinguisher **shall** not be obstructed or obscured from view.


William Grassetti - Deputy Fire Chief


Robert Manchino - Fire Chief

GENERAL INFORMATION FOR ALL VENDORS

ACCESS TO THE GROUNDS

Begins the Tuesday after Labor Day.

ACCESS TO THE BETTER LIVING CENTER/BLC OFFICE HOURS

During The Big E, exhibitors and delivery people may enter the building at DOORS 7 and 3. A security guard will be assigned to Doors 7 and 3 from 8am – 10am to permit exhibitors to enter the building. IT WILL BE NECESSARY FOR ALL EXHIBITORS TO SHOW THEIR ID BADGES TO OBTAIN ENTRY INTO THE BETTER LIVING CENTER BEFORE 10 am. All exhibitors must be out of the building by 10:30pm. Once you have left the building you cannot re-enter until opening the next morning.

BLC Sales Office Hours by Door 7 are 8:30am to 10 pm.

ACCESS TO CARRIAGE HOUSE

During the Fair exhibitors may enter the building from 8:30am – 10am for restocking and/or cleaning. All exhibitors must be out of the building by 10:30pm. Once you have left the building you cannot re-enter until opening the next morning.

ACCESS TO THE YOUNG BUILDING

During the Fair, exhibitors and delivery people may enter the building from 8am – 10am. Door 6 will be open for deliveries and Door 2 will be open for exhibitors. All exhibitors must be out of the building by 10:30pm. Once you have left the building you cannot re-enter until opening the next morning.

BACKGROUND CHECKS

Eastern States Exposition suggests all concessionaire and exhibitor operators perform background checks on their personnel.

BANKING

WESTFIELD BANK has an office located in the front left corner of the Coliseum.

Banking hours are 8:30am-1pm and 2pm-7pm. In addition, the Bank is opened the Thursday before the Fair from 9am-2pm and also the Monday after the Fair from 9am-2pm.

There are six (6) permanent ATMs located on the grounds: Two (2) are located outside Door 8 of the Better Living Center; one (1) inside Door 6 of the Better Living Center; one (1) inside Door 1 of the Young Building; one (1) inside the Mallary Complex; and one (1) inside the main door of the Coliseum. In addition, twenty-two (22) temporary ATMs are strategically placed throughout the grounds. To enable use of the banking services provided during The Big E (coin exchange, wire transfer, etc.) the appropriate paperwork must be completed to comply with the USA Patriot Act of 2001 as required by law.

BOOTH SET-UP/DISPLAYS

Each year, our guests expect best in class displays and operations at The Big E. We believe that in most cases, we meet that expectation. In order to accomplish this, we need help and support from our exhibitors. Please click this link, https://bit.ly/BigE_BoothReq for Booth expectations. This multi-paged link is intended for vendors inside buildings, however, exterior and other retail vendors can feel free to use any of these guidelines.

CAMPING POLICY

- Check-in Date – Monday prior to Fair Start - 9/11/2023 (Gate 8 – Hangtag must be displayed)
- Check-out Date – Wednesday after Fair Ends – 10/4/2023
- If you check in early or stay later, then an additional fee applies:
\$50 daily for 30 amp \$65 daily for 50 amp

No cars, trucks or other non-camper vehicles are allowed to be used as overnight accommodations on the grounds of The Big E. Any vehicles used in this manner will be towed. Eastern States does not allow the use of tents due to their possible placement near moving vehicles in our public parking lot. Management reserves the right to refuse access, and is not responsible for accidents or personal loss, injury or damages to No cars, trucks or other non-camper vehicles are allowed to be used as overnight accommodations on the grounds of The Big E. Any vehicles used in this manner will be towed. Eastern States Exposition does not allow any property. Camping space is reserved upon receipt of payment and signed Camper Reservation Form (your check must accompany the reservation form). Your signature is required and by signing the Camper Reservation Form the individual agrees to assume all risks associated with their stay. You can be added to the Camper waiting list by calling the Sales department at 413-205-5019. Only service animals are allowed on the Fair grounds – pets are allowed in the camper areas only. All pets must be kept on leashes at all times.

Please be sure to clean up after your own pet.

CBD PRODUCTS (Cannabidiol)

Eastern States Exposition prohibits all sale and use of all products that contain Cannabidiol (CBD) on the property of Eastern States Exposition.

CREDIT CARD TRANSACTIONS

Clarified for 2023 – In accordance with Massachusetts General Laws Chapter 140D, section 28A(2) provides: (2) No seller in any sales transaction may impose a surcharge on a cardholder who elects to use a credit card in lieu of payment by cash, check, or similar means.

DELIVERIES

Package Label Instructions - All Packages Must Be Labeled In The Following Manner:

*Name of Exhibitor/Concessionaire
Booth Number and Location
C/O Eastern States Exposition
1305 Memorial Avenue
West Springfield, MA 01089*

DELIVERIES PRE-FAIR – ESE OPERATED PACKAGE PICKUP AREA

UPS, FedEx, DHL, freight companies, etc. will only make deliveries to a central location. As a service to exhibitors, ESE will operate a Package Pickup Area in Lot 8 (behind the Slide) entering via Gate 8. For USPS deliveries, check with the Sales Office in the Better Living Center (Door 7). No deliveries will be accepted upon which there are charges due. Please check with the Package Pickup area daily since this is not a storage area. If you would like to make arrangements for delivery, you can arrange with Demers Events & Expo Services for this service at (860-882-0003) or go to the Better Living Center Sales Office. The Exposition is not liable for any loss or damage to property.

PACKAGE PICKUP AREA HOURS PRIOR TO FAIR

September 5 - 14 8am – 5pm

PACKAGE PICKUP HOURS DURING THE FAIR

September 15 – October 1 7am – 5pm

DELIVERIES PRE-FAIR – DIRECT TO YOUR BOOTH (September 5 - 14)

All vehicles must enter Gate 1 and follow the one-way traffic pattern. Please offload vehicles promptly and have delivery vehicles exit the roadways. Vehicles may park in Lot 1 during the day; however, no vehicles should be left overnight. If a forklift is needed, please schedule at the Sales Office in the Better Living Center.

DELIVERIES DURING THE FAIR – DIRECT TO VENDOR BOOTH (September 15 – October 1)

All vehicles must enter Gate 1, between the hours of **7am** and **9am**. You must have a representative at your booth to sign for packages. No vehicles will be allowed on the grounds after 9am. All vehicles must be off the grounds by 9:30am, **NO EXCEPTIONS**.

DEPARTMENT OF REVENUE

The Massachusetts Department of Revenue should be contacted regarding sales or meals tax (see below), employee income tax withholding and/or individual income tax filing.

Effective 2022 - On-Line Registration-New Business Registration-Registering for

Massachusetts Sales Tax or Meal Tax

The below instructions are intended for anyone who has never attended a show as a vendor in Massachusetts and needs to register for sales tax. If you have attended a show in the past, contact, Jenny Esteves, estevesj@dor.state.ma.us Patrick Danilowicz, danilowicz@dor.state.ma.us, or Lamiaa Atbaoui atbaouil@dor.state.ma.us and together you may be able to re-open an old registration.

Please be aware if you do not have an EIN issued from the IRS, the system will use your social security number. If this is an issue for you, you can register with the MA Department of Revenue. If you already have an EIN or FID or simply wish to use your SSN disregard this message. Please keep in mind that you will need to give the number to any promoter of ANY show you choose to attend in MA.

Instructions to register for sales tax with the Massachusetts Dept of Revenue ONLINE:

GO to google and search “Masstaxconnect” or

GO to <https://mtc.dor.state.ma.us/mtc/> then:

Click on “Register a New Taxpayer” near the bottom left of the screen

Select registration type, click on “Register a Business”

Click on “Next”

Click “I am registering a business, organization, or other entity” and “Next”

Start Registration Process. Please select the account type(s) “Sales Tax” or “Meals Tax”

If you are only attending this one show in Massachusetts during the year, when the form gets to the section where it asks if the business is “seasonal,” select “yes” and select appropriate seasonal month(s). If you will be attending additional shows in Massachusetts, select for those months as well. This is so that you only need to file a return for that (those) particular month(s). Also, you must file a return for that (those) particular months every year until you cancel your registration.

Massachusetts does not offer temporary registrations. This registration will be permanent until you close it. If you decide later that you do want to close it, call Jenny at (508)792-7300 ext. 22431 or email estevesj@dor.state.ma.us and she will assist you. Email is the preferred and best way to connect. You may also call Patrick at (508)792-7300 ext. 22545 or email danilowicz@dor.state.ma.us or call Lamiaa at 508.792.7300 x22429 or email atbaouil@dor.state.ma.us.

(Tip: Keep your username and password for future use in a safe place. Since the password is case sensitive, be sure to reflect that in your notes.)

You will file and pay your return online.

To file your return AFTER the show, do the following:

Log into your account on <https://mtc.dor.state.ma.us/mtc/>

Once logged in and on the Welcome page, select the appropriate account you would like to file for (in this case, it will be (sales tax’) Then “File Now.” Please remember you have until the 30th of the following month to file

your return. You do not need to file all the other months that are listed. Only file the months you registered for, unless you participate in another show during the year. Then file a return for that month as well.

At the end of the return, it will ask you if you want to make a payment. Click “yes” and the payment will be taken out of the bank account you provided. This will complete the entire process. You should receive a confirmation number. If you have any questions, feel free to call or preferably email. Please inform the Promoter of your sales tax ID number. Promoters are required by the Massachusetts Department of Revenue to collect and submit vendor information to us.

A representative from the MA Department of Revenue (DOR) will be on the Big E grounds during the fair located on the second floor of the Young/International Building. The days they will be here has yet to be finalized, but it is usually two days. We will update this information as we get their final schedule. Additional days may be added immediately following the fair, and we will post an additional update as more information is provided by the MA Department of Revenue.

DUMPING

Nothing is allowed to be dumped down any storm drain. This is a violation of the Health Laws and Exposition Rules, and could result in the loss of your contract. The Department of Environmental Quality Engineers inspectors will be on the grounds to check for dumping. Violators will be subject to a substantial fine.

ELECTRICAL CONNECTION

No electrical work shall be performed on the grounds of ESE by persons other than licensed ESE staff.

If you are exhibiting in the Better Living Center, Young Building, Craft area, or Outdoors, your power will already be energized. All electric cords must meet National Electric Code standards (no household type cords).

If you are a food concession, please inform the Sales office in the Better Living Center when you are ready for hookup.

Most individuals have their electrical requirements on their contracts. If you have any changes in electrical requirements, please notify the sales office prior to your arrival.

Electricians' Hours

Tuesday, 9/5 through Friday 9/8 (7am – 3:30pm)

Saturday, September 9 (8am–1pm)

Sunday, September 10 (10am – 2pm)

Monday, September 11 **AND** Tuesday, September 12 (7am – 5:30pm)

Wednesday, September 13 **AND** Thursday, September 14 (7am until late)

EMERGENCIES

In any emergency including Police, Fire & Medical, call **413-205-5555**

ENTERTAINMENT

All entertainment requests must be approved by the Sales department. Please supply your entertainment schedule (including bands, DJ's, etc.) to the Sales department via email (dsmith@thebige.com) no later than June 1, 2023.

EXHIBITOR PARKING - GATE 1 AND GATE 8

Exhibitors may purchase parking hang tags at the Better Living Center for lot 1 for \$170 (craft area vendors) and for lot 8 for \$180. Parking tags purchase is on a first come, first serve basis so reserve early. Lot 8 is designated as the gravel lot behind the Giant Slide and Circus Tent. **Vehicles with Lot 8 hang tags will not be**

permitted to park behind exhibitor locations in the Camper Lot. Only vehicles with the proper credentials will be permitted in the camper areas. All violators will be subject to towing.

EXHIBITOR TICKETS

Discounted exhibitor tickets may be purchased prior to and during the Fair. These tickets are sold at the Better Living Center Office. The price for additional tickets is **\$10. *A limit of 150, per vendor, will be allowed. If you need more tickets, please request, in writing, to Big E Management for their approval.*** You may also purchase a 17-day adult pass for \$70 or Child's Pass for \$35. Exhibitor tickets are **NON-REFUNDABLE**. These tickets are for Exhibitor use and for staffing use and are not to be resold.

FAX MACHINE/PHOTOCOPIER

Located in the Better Living Center office. If you need to send a fax, or receive one, and/or make copies, we will gladly accommodate you for a fee. **Copies and email printing are .20 per page; faxes .50 per page.**

FIREARMS

The carrying of firearms, weapons and/or concealed handguns is prohibited at Eastern States Exposition (The Big E) fairgrounds, under any circumstances.

FIRST AID/FIRE

First Aid is located across the street from The Firehouse Restaurant on Hampden Ave. Call the Fire department at 413-205-5555 if you are in need of emergency first aid.

FLUORESCENT BULBS

These are now considered hazardous waste and cannot be disposed of on our grounds. Please do not place these (in any manner) in trash barrels or compactors or open dumpsters. You will need to take them off the grounds to dispose of.

GATE HOURS

8am – 10pm (Sunday – Sunday)

GOLF CARTS

Golf carts and similar type vehicles are not to be used for recreational purposes. Golf carts are not permitted on the grounds between the hours of 9:30am and 10:30pm on weeknights, and 11pm on weekends during Big E dates. Use of golf carts by unlicensed drivers is strictly prohibited.

HARASSMENT

Eastern States Exposition will not tolerate sexual harassment or discrimination in any form. Concessionaires and exhibitors are responsible for the actions of their employees, personnel, vendors and contractors. Incidents involving harassment or discrimination should be reported to the Director of Sales at the Better Living Center office.

In addition to the above, if you believe you have been subjected to sexual harassment, you may file a formal complaint with either or both of the government agencies set forth below. Using our complaint process does not prohibit you from filing a complaint with these agencies.

The United States Equal Employment Opportunity Commission (EEOC)

JFK Federal Building, 15 New Sudbury St, Room 475 Boston, MA 02203-0506

800-669-4000

The Massachusetts Commission Against Discrimination (MCAD)

Boston Office: One Ashburton Place, Rm 601, Boston MA 02108

617 994-6000

Springfield Office: 436 Dwight Street, Rm 220, Springfield, MA 01103

413 739-2145

HOURS OF OPERATION FOR OUTDOOR & INDOOR EXHIBITS AND CONCESSIONAIRES

Outdoor and indoor exhibits and concessionaires are required to be open and manned from 10am to 10pm Sunday – Sunday.

LOGO (The Big E)

Eastern States Exposition (ESE) has created a universal Big E logo available for our exhibitors' and concessionaires' use. The artwork is to be used for any depiction of The Big E on or off the property, in social media, letterhead, signage, flags, imprints, advertisements, flyers, etc. If you would like to use the logo on an item not listed above, please contact us using the email provided below. **Reminder: The Big E logo may not be used on any merchandise items at any point in time.**

Please replace any existing signage/artwork at your booth, exhibit, restaurant, or any collateral that depicts our former logo, with this new version.

This logo replaces any previous renditions of The Big E logo. The updated logos are provided in black, red, white, blue, green and rainbow as well as an EPS version of each that you can share with your graphic designer or sign maker to create your artwork in any scale.

The logo may be used in any color, to fit the theme of your booth or exhibit. If you have questions or need more information regarding the new logo kindly email mcoburn@TheBigE.com or call 413-205-5043.

To access and download the universal logo please visit, https://bit.ly/BigE_Logos

MAIL

All mail coming to you while at the Fair should be properly addressed as follows:

*Company Name
Location and Number
c/o Eastern States Exposition
1305 Memorial Avenue
West Springfield, MA 01089*

When expecting mail, please check at the Sales Office in the Better Living Center near Door 7.

MASSACHUSETTS SALE AND USE TAX EXEMPTIONS

Use the link <https://www.mass.gov/guides/sales-and-use-tax#-tax-exempt-items-&-sales-> to review State of MA sales tax exemptions.

MEDIA AND PROMOTIONS

ESE's Marketing Department works hard to publicize The Big E and all of its features through traditional and social media. You are welcome to promote your business at The Big E to maximize your 17 days. During the Fair members of the print and electronic media are frequently on hand for news and feature stories about the many components of the Fair. Members of the Marketing staff may reach out to you to appear on TV broadcasts, Facebook Live or speak with print reporters. Please remember that your remarks and conversations with media are on the record, so please give your interview considerable thought. In times of crisis, the Marketing Department and president are the only people authorized to speak with the media. This policy extends to social media content as well. If you have any questions regarding promotions, advertising, vendor news releases, story ideas, logo usage or our media policies, please contact the Marketing Department at KNichols@TheBigE.com

MICROPHONE USE

The use of microphones to present your product is a privilege extended by Exposition Management. According to the agreement, "Sound devices, including the playing of music, cannot be used without special written permission from the Exposition." Sound cannot emanate from the confines of your exhibit space. If we find that your sound is too loud you will receive a verbal request to turn it down. The second infraction will result in a written notification, and the third infraction will require loss of your privilege to use voice enhancement equipment.

NON-SMOKING POLICY

All buildings on the Eastern States Exposition grounds are **NON-SMOKING** areas, including: Arena Concert Area, Avenue of States, and Kiddie Land. We hope you will agree that this policy is in the best interest of our visiting public and ask you to fully support our efforts.

PATRONS' PAYMENT OPTIONS

In addition to cash, all vendor and exhibitor spaces **MUST** offer customers' debit and credit capabilities at all register and transaction locations. All transactions shall include a receipt with the Vendor's business name.

PERSONNEL

All concessionaires and exhibitors will be responsible for the conduct and personal appearance of all personnel employed. Intoxication, use of illegal drugs or sale of any controlled substance, CBD products, discourteous or obscene language and conduct shall be sufficient grounds for termination of your Eastern States Exposition agreement.

PETS

Pets must be restrained by a leash at all times. **Exhibitors will be expected to clean up after their pets**, especially in the areas adjacent to camping facilities. If this rule is not adhered to, a fine may be imposed. Pets are subject to Massachusetts Animal Health Regulations and are not allowed in exhibit areas of the Fair.

PHOTO IDs

All exhibitors in the Better Living Center, Young Building, and Carriage House are asked to wear their photo ID badges during set-up and when entering the buildings prior to public opening. This will enable security personnel to monitor exhibitors who are in the building prior to opening and after closing by making sure you are in your respective area.

PLACEMENT AND OPERATION OF EXHIBITS

All exhibits must be properly placed before 8 pm the night before the show. The Exposition may exclude any exhibit or part of exhibit not ready and in place at the time and date mentioned. During the official open hours of each day (10am – 10pm) all exhibits must be open to the public and in the charge of a competent attendant.

All exhibits must operate and remain within the allotted contracted space. Indoor locations: under no circumstances will exhibits be allowed to operate in designated aisles. Outdoor locations: Exhibits must remain behind designated front concession line. Please contact the Sales office with any questions.

PLASTIC BAGS

The Town of W. Springfield enacted a town ordinance banning the use of plastic bags in 2021. For more information, visit this website <https://ecode360.com/34424175>

POLYSTYRENE FOAM PRODUCTS – STYROFOAM

The Town of W. Springfield enacted a town ordinance banning the use of polystyrene foam products – Styrofoam in 2022. For more information, visit this website <https://ecode360.com/36339189>

PRICING

All items for sale must have prices plainly and conspicuously posted in bold type on placards. **PRICES MUST BE MAINTAINED THROUGHOUT THE DURATION OF THE FAIR**; no special weekend or final sales. **A RECEIPT FOR THE MERCHANDISE MUST BE GIVEN AT THE TIME OF SALE. THE NAME AND PHONE NUMBER OF THE EXHIBITOR MUST BE PRINTED ON THE RECEIPT.**

PRODUCTS

The product(s) listed on your agreement to exhibit are the only product(s) you will be allowed to sell during the Fair. If you desire to modify this product listing, please write to us with the specific changes. No exhibit/concession shall be considered "EXCLUSIVE."

PROPANE AND CO₂ TANKS

All high-pressure containers, including propane and CO₂ tanks, etc., need to be secured on all concession trailers, motor homes, and trailers. We recommend that all tanks be chained into location. **Propane tanks cannot be stored inside trucks or trailers even if empty.**

RECYCLING PROGRAM

The Exposition has instituted a recycling program and would appreciate your cooperation in helping us with this program.

1. Cardboard – When setting up and dismantling, please separate cardboard, wood, and rubbish into individual piles and leave outside your area. Our maintenance crew will do the pickup. **As in the past all cardboard boxes are to be flattened.** During fair time, please continue to separate the cardboard and rubbish.
2. Plastic and Aluminum – There will be several recycling barrels placed in prep areas throughout the fairgrounds. These barrels are to be used for disposing of plastic jugs and containers, as well as aluminum cans. **Please do not wheel these barrels out in front of your stands; they are not for use by the public.**
3. Composting – There are a limited number of composting barrels scattered throughout the grounds for prep areas. These are to be used for vegetable garbage. Please do not put raw meat in them. If you do not have a composting receptacle and would like one, please go to the Sales Office located at Door 7 of the Better Living Center.

RETAIL VENDORS WITH PERCENTAGE REPORTING REQUIREMENTS

Please see Pages 10 and 11 (Food Concessionaires) reference the below headings

- Cash Registers or Other Approved Electronic Accounting Systems' Minimum Specifications
- Register Certification
- Reporting Procedures for Vendors on Percentage
- Payment Procedures

RUBBISH COLLECTION

All rubbish collections will be made after 10pm nightly. All rubbish must be bagged and in an area where it can be reached by the collectors. **ALL CARDBOARD BOXES MUST BE BROKEN DOWN AND PUT INTO PILES NEXT TO YOUR RUBBISH. CARDBOARD BOXES ARE NOT TO BE PLACED IN TRASH PILES NEXT TO YOUR RUBBISH. CARDBOARD BOXES ARE NOT TO BE PLACED IN TRASH BARRELS – THEY ARE TO BE PILED NEXT TO BARREL OR BROUGHT TO THE CARDBOARD COMPACTOR**

SCALES

Must be set up 24 hours prior to show opening for inspection. All scales must be licensed by the City of West Springfield.

SCOOTER RENTAL

For those who need a means of transportation throughout The Big E, scooters may be rented at Gates 4 or just outside of Gate 9A. Reservations can also be made ahead of time at 1-888-441-7575.

SECURITY

The Security department is located in the Hampden County Building on Hampden Ave and can be reached at 413-205-5555.

SHEDS

Merchandise which is hung outside on the sheds (in Storowton) should be displayed in an appropriate and attractive manner. Exposition Management has the right to require a concessionaire and/or exhibitor to remove any items that are considered inappropriate.

SIGNAGE

A-frame signs need to stay **within** your sales space.

As part of your display, please plan to make an appropriate, **professional** SIGN with your company name on it. Where signs are used, they must be neat and inoffensive. Management reserves the right to require a concessionaire or exhibitor to remove any signs that do not meet our requirements, including any handmade signs. It is our suggestion that you secure the services of a sign designer for adequate signage. You are also able to obtain a quote and utilize our on-site printer, John Barrows at 413 205-5085.

Regulations for signage height on our indoor locations are as follows:

- Young Building/Better Living Center:
 - Full Island (Young - 20x20; Better Living Center – 24x30) – Sign may be taller than exhibit
 - Wall Location – Sign may be taller than exhibit
 - All other locations – Sign may not measure higher than 8 feet from the floor to top of sign

STICKERS

Distribution and use of stickers is not permitted anywhere on the grounds.

STORAGE

As in previous years, there will be dead storage available around the Better Living Center and in Lot 8. This year's fee will be \$125 for trailers up to 12', \$175 for trailers 13' – 24', \$500 for 25' and over. These are assigned locations that require a sticker, so please be sure to register early.

Storage containers should be rented from Kelcon Containers at 413-739-7665. All storage containers must have a dead storage sticker displayed.

SUPPLIERS/PURVEYORS

Big E Concessionaires may purchase product from the supplier of their choosing, **with the exception of ice and Coca-Cola products**. If your supplier does not complete the proper paperwork, you will need to arrange to meet them off the grounds. All delivery trucks must be off the grounds by 9:30am during the Fair. Vehicles will not be allowed on the grounds after 9am. **Ice must be purchased from Rondeau, located under the Giant Slide. Coca-Cola is the official soft drink provider of ESE. All soft beverages, including water, must be purchased from Coca-Cola.**

TBA

TBA

TBA

TBA

TBA

TBA

TELEPHONE MESSAGES

Telephone messages will *not* be taken *unless* there is an emergency.

TELEPHONE SERVICE

Please complete order form and return to ESE no later than September 1. This form can also be found on-line.

TIP VESSELS

The acceptance of tips is permitted and must be deposited into the appropriate vessel designated and approved by Eastern States Exposition. Tips must not accumulate and are not allowed to overflow. Anyone found in violation of this policy will be asked to remove their vessel at once.

TRAFFIC CONTROL

On Monday, September 11, all traffic will be required to follow the one-way direction signs throughout the grounds. It is expected that all Big E participants demonstrate extreme caution and that speed not exceed 15 mph at all times. Traffic personnel will also be stationed throughout the grounds to help keep traffic flowing safely.

Also, beginning on Monday, September 11, Gate 8 will be open and only vehicles with Gate 8 credentials will be allowed to enter the grounds through Gate 8. If a vehicle attempts to enter through Gate 8 without credentials, it will be turned around and redirected to Gate 1.

TRASH

Trash receptacles are placed for the use of the public in public areas. If you need trash receptacles other than in a public area, please provide your own or make arrangements through the office. We are asking you to take all of your trash with you at the conclusion of the Fair when moving out. Each Fair we find numerous amounts of items left on the grounds, especially old tires. If we observe that trash has been left in your rented area (no matter what it is) you will be charged with removal. Please take everything with you including plants, mulch, straw bales, etc. Another alternative would be to use any of the 20 dumpsters located throughout the grounds. If you would like to locate a dumpster, please check with the show office.

VISIBILITY & TRANSFER OF OWNERSHIP-FOOD CONCESSION & RETAIL VENDORS

A formal process shall be utilized in the event that a vendor wishes to transfer ownership of their concession contract to another party. The process will follow the National Independent Concessionaires Association recommendations (NICA) as outlined on page 26 of this manual. If you will be transferring ownership of any or all of your concessions/exhibitor stands/contracts, you will need to reach out immediately to the Sales Department to advise and for next steps in the transfer process.

Concession and Retail Vendors Business Transfer - Policies and Procedures

The property/land at The Big E grounds that is designated as Concessionaire or Vendor space during the annual Fair is owned and controlled by Eastern States Exposition. Concessionaires and vendors do not have the authority to sell, trade, assign, or transfer the right to use any space on The Big E fairgrounds.

A Concessionaire or Vendor who wishes to use a space on the Fairgrounds that has continuously been used/owned by a previous owner of a business may do so under the following conditions:

- 1) Both parties (owner/assignee) must contact The Big E Sales Office in writing and complete the required transfer application.
- 2) The Sales Department may, *at their discretion*, require additional supporting documentation from the proposed new food concessionaire to provide some or all, but not limited to, a resume, portfolio,

written description of a proposed purchaser's food and beverage operations, if it will be different from the current vendor, and three (3) references including, but not limited to employers, prior to approving transfer of ownership.

- 3) The Sales Department may, *at their discretion*, require additional supporting documentation from the proposed new Retail (non-food) assignee to provide some or all, but not limited to, a resume, portfolio, as well as three (3) references from retail employers and peers, or other retail-related institutions.
- 4) Use of the space will be for one (1) year within the confines of the Fair dates, with the expectation that product quality remains at or above the existing standard. Food concessions income produced from the booth should also remain at or above the existing level.
- 5) The assignee agrees to continuity in the performance of contracts and delivery of goods. Potential changes in processes, menus, staffing, retail vendor products, or major equipment should be disclosed prior to approval. Any changes, such as products sold, space utilization, etc., would require the approval of the Sales Department. Unexpected or unapproved changes to an operation may result in agreements by Eastern States Exposition to become null and void.
- 6) Annual extensions for the use of the space will be granted solely at the discretion of and as determined by the Sales Department.

WIFI (WIRELESS INTERNET)/HARDWIRED INTERNET –
2023 internet options are outlined below. A form can also be found at The Big E website.



WAVESPAN
COMMUNICATIONS



Wireless Internet

WiFi is accessible throughout most of the Eastern States Exposition Grounds.
Our Hot Spot runs on the 2.4Ghz and 5.8Ghz 802.11 a,n,g,ac standards
Max WiFi Connection speeds are 6Mbps - 12Mbps (Dependent on conditions)

Wireless performance cannot be guaranteed. If your business relies on internet connectivity please consider a hardwire ethernet connection. If your device does not have ethernet capability please contact us for additional options.

- 1 Day \$6
- 7 Day \$35
- 30 Day \$110

Hardwired Internet

Hardwire Connections are recommended for credit card processing, order entry or mission critical connectivity. We will provide your booth with **ONE** Ethernet jack. **If you need to connect more than one computer please bring a non wireless Internet sharing router and cables.**

- | | |
|--|--------------------------------------|
| • Static Public IP \$20.00 | • Ethernet Hardwire 12 Mbps \$280.00 |
| • Private Router with WiFi \$125.00 | • Ethernet Hardwire 15 Mbps \$350.00 |
| Add a router with Private WiFi to any hardwired Connection | • Ethernet Hardwire 25 Mbps \$440.00 |
| | • Ethernet Hardwire 50 Mbps \$840.00 |

WaveSPAN Communications, Inc.
PO Box 389
Agawam, MA 01001
Ph (413) 731-5500
<http://www.wavespan.net>

To order a Ethernet Hardwire connection please visit our website at www.WaveSPAN.net and click order hardwire ethernet
Please order at least 1 week before show move in

2023 Eastern States Exposition



1305 Memorial Ave
West Springfield, MA 01089
413-737-2443
www.thebige.com



Rules & Regulations / Terms & Conditions of LSA

1. **AGREEMENT** The Licensee hereby agrees to abide by and comply with all the terms of this agreement, Exhibitor Concessionaire Manual and all other rules and regulations of the Exposition including, without limitation, rules and regulations of each department of the Exposition, in effect at any time. This license is not transferable, and the Licensee shall not permit any other person to occupy any part of the licensed space or to use this license in any way. The Exposition, its officers, agents and employees, shall have the right to enter upon the licensed space at all times. Licensee will not be permitted to exercise this license until all changes thereon have been fully paid.
2. **EASTERN STATES EXPOSITION EXCLUSIVITY** Eastern States Exposition is the official name of the Corporation which produces The Big E, the annual fair held each September. The use of the name Eastern States Exposition and/or The Big E, is prohibited. Licensee shall not, without the prior written consent of the Exposition, use in advertisements or other materials or in any other fashion, the name "The Big E," "Eastern States Exposition," or any marks or logos derived of either of these names.
3. **ETHICAL PRACTICES** The Licensee agrees to exercise this License without infringement upon the rights of others, to handle or sell no commodity for which a right has been granted to others, nor to engage in any business or sell any commodity upon the grounds of the Exposition other than that expressly stipulated in this license, and to confine all operations to the space described on this agreement and not in any way operate in the aisles and walkways or in such a manner as to be a nuisance or annoyance to the public or to other exhibitors. The Licensee further agrees not to exhibit, distribute or sell anything which in the judgment of the Exposition is unwholesome or detrimental to health, or which is designed to be misleading as to its contents or use, or contrary to law or public morals, which attacks established religions, or is subversive to the United States Government, or do any other thing not in accordance with law and the highest business or professional ethics. The Exposition reserves the right to prohibit the sale or distribution of any item or merchandise or printed matter which in the opinion of Exposition Management is not in the best public interest, or which is not in keeping with aims and purposes of the Exposition.
4. **SHIPMENT AND RECEIPT OF EXHIBITS** All property to be delivered to Licensee on the grounds of the Exposition shall be shipped in the name of the Licensee, addressed c/o Eastern States Exposition, 1305 Memorial Avenue, West Springfield MA 01089. Also giving the department, name of the building or the street (on Exposition grounds) where the exhibit is to be located. Positively no property will be accepted upon which there are charges due of any kind. Shipments scheduled to arrive before September 1 should be consigned to a storage and transfer agency. The Exposition shall not be liable for any loss of or damage to any property described in the paragraph.
5. **PLACEMENT AND OPERATION OF EXHIBITS** All exhibits must be properly placed before 8pm the night before the Show. The Exposition may exclude any exhibit or part of exhibit not ready and in place at the time and date mentioned. During the official open hours of each day all exhibits must be open to the public and in charge of a competent attendant. For security reasons, exhibitors must leave the building in which their exhibit is located within 30 minutes after the public has left at closing time each night. Once you have left the building you cannot re-enter until opening the next morning.
6. **CHARACTER AND ARRANGEMENT OF EXHIBITS** Notwithstanding anything herein to the contrary, the Exposition may reject any exhibit or proposed exhibit, or due to extenuating circumstances, relocate said exhibit. Arrangements of exhibits must be such as not to obstruct the view of other exhibits. All decorations must be flame retardant. Crepe and corrugated paper decorations are not permitted. Cut evergreens and plastic flowers are not permitted. No second hand articles shall be exhibited or sold unless they be in the category of "antique." Sound devices or radio broadcasting facilities cannot be used without special written permission from the Exposition. Sound must not emanate from your area. For exhibits located in buildings, floor coverings must not be sealed to the concrete floor and must be removed at the close of Show. Partitions or signs placed around or made a part of any exhibit shall not be more than eight feet high and shall not extend beyond the space allotted. When such partitions are used, they must be neatly backed in such a manner as not to detract from the appearance of space occupied by adjoining exhibitors and must be acceptable to the Exposition. Exhibits located adjacent to inside building perimeters are permitted to extend a partition and/or sign half of the depth of exhibit area from an existing wall with no height limitation. The remaining front portion of exhibit area may not extend over four feet in height.
7. **SALES RECEIPTS** Licensee name and address must be on the sales slip.
8. **SIGNS** All signs and the placing thereof must meet the approval of the Exposition.
9. **ELECTRICAL SERVICE** Application for lighting and electric current for power must be made in accordance with the rules and regulations of the Exposition. Electrical wiring must be done by the Exposition. Electrical schedule will be supplied on

request and paid by Licensee.

10. **INDUCEMENTS** A Licensee offering any articles, merchandise or other thing to be disposed of by the drawing of lots or use of tickets as a gift of inducement must comply with Massachusetts State Laws, and written permission must be obtained from the Exposition. The Exposition requires that any such gift of inducement must be that which is normally manufactured and/or sold by the Licensee and the notification in list form of winners (names and addresses) be sent to the Exposition within seven days after close of the Show. No Licensee shall offer for sale, advertise, solicit sales of, sell or otherwise dispose of shares of stock of Securities of any corporation, trust partnership or association without first obtaining written permission from the Exposition. No Licensee shall sell or otherwise dispose of any raffle ticket, coupon or voucher entitling the recipient to benefit from any game of chance nor is the Licensee permitted to solicit for donations of any kind.

11. **PRICE POSTING** Licensee shall post in a conspicuous manner at the front or entrance of place of business, a sign showing price of meals, lunches, drinks, and all other articles to be sold under the license. The size of sign or bill of fare and place of posting must be approved in advance by the Exposition.

12. **ADMISSION CREDENTIALS** Upon completion of final payment due hereunder, applications will be accepted for the issuance of prepaid admission credentials. Credentials will be issued based on space rental and only as they are required for personnel to operate the exhibit or concession.

13. **INSURANCE** Licensee shall maintain, during the entire month of September and including three (3) days following the closing the Show period, insurance to cover bodily injury, property damage and Products/Completed Operations coverage as outlined in the Exhibitor Manual.

14. **FIRE REGULATIONS** No flammable decorations, flammable fluids, propane or open flame in any form or manner will be permitted in or adjacent to exhibition buildings, tents or the area of tents without first obtaining the written permission of the Exposition and the West Springfield Fire Department. Licensee shall use no live trees, wreaths, roping, wood chips or the like, unless potted. Vehicles must have batteries unhooked and gas tanks filled to one half or less. Licensee shall not permit any unhealthy or undue accumulation of trash.

15. **PURVEYOR PRIVILEGES** Licensee shall use only authorized purveyors and other services approved by the Exposition and in accordance with rules and regulations established by the Exposition.

16. **CARE OF EXHIBITS** Licensee will care for Licensee's own exhibit and after closing hours shall sweep or rake debris to the front of Licensee exhibit where the Exposition's clean-up crew will collect and remove rubbish. Licensee shall ensure that all its employees and agents are at all times cleanly and neatly clad, orderly and polite in their conduct and speech and that the Licensed Space is kept clean. All property of the Licensees and others shall be at their sole risk and the Exposition shall not be responsible in any way for any loss of or damage to such property.

17. **REMOVAL OF EXHIBITS** No exhibit or part of exhibit shall be removed before 10pm on the closing day of the Show Period. All exhibits and exhibit material must be removed within three (3) days following the closing of the Show Period and anything left behind after the three (3) days becomes the property of the Exposition without further notice. It is agreed that this provision shall not be construed as a penalty but as agreed damages for use, occupancy, trouble and expense incident to Licensee's failure to remove such exhibits and exhibit material. Licensees are to provide the person or persons in charge of the removal of their exhibits with proper credentials and to give a written order to any trucker or express person authorized to cart exhibits or any part of same away from buildings and grounds. No goods or exhibits shall be removed until all indebtedness due for official services has been fully paid.

18. **LICENSES AND TAXES** The Licensee shall, at Licensee's own expense, obtain all necessary licenses and permits and pay all necessary and applicable taxes which are required and payable by laws, rules and regulations of the Town of West Springfield and the Commonwealth of Massachusetts.

19. **COMPLIANCE WITH LAWS AND REGULATIONS** Licensee shall comply with all applicable federal, state and local laws, ordinances, rules and regulations, including, but not limited to, fair trade, consumer protection and safety laws governing its operations on the Licensed Space, and shall defend and indemnify the Exposition and any officers, agents and employees of the Exposition for any judgments, expenses, damages and other losses, including damage to reputation, suffered by them or any of them on account of any violation by Licensee or its employees, agents or representatives of any such laws, ordinances, rules or regulations.

20. **SEVERAL AND CUMULATIVE RIGHTS** The rights and remedies of the Exposition herein are several and cumulative, and the election of one shall not preclude the simultaneous or later election of another or others.

21. **SEVERABILITY** If any provision of this agreement is determined by a court of competent jurisdiction to be void or unenforceable, all other provisions shall remain in full force and effect to the extent permitted by law. If any provision of this agreement is capable of two constructions, only one of which would render the provision valid and enforceable, then the provision shall have the meaning which renders it valid and enforceable.

22. **SPONSORS** Eastern States Exposition has contractual obligations with sponsors that require the review and approval of ESE for any sponsor that would be exhibiting and/or displaying information of any kind in your exhibit.