



UTAH STATE FAIR CONCESSIONS HANDBOOK



2026

Utah State Fairpark & Event Center
Administration Office
Phone: 801.538.8400
www.utahstatefair.com

Welcome to the Utah State Fair!

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

The State Fairpark Authority (SFPA) Executive Director or one of his designees hereinafter referred to as SFPA reserves the right to interpret these rules and regulations and to settle and determine all matters, questions or differences in regards thereto, or otherwise arising out of, connected with, or incident to the State Fairpark Authority. It further reserves the right to determine unforeseen matters not covered by these rules.

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

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

If you have any questions, please contact:

Fred Acebo

Food & Beverage Manager

385.977.0780

fred@utahstatefair.com

Disclaimer

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

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

The Board reserves the right to amend or add to these rules, as it, in its judgment, may deem necessary. SFPA has the right to add regulations or guidelines to meet the current times.

Table of Contents

| | |
|--|-------|
| Deadlines | PG 3 |
| Applications for Concessions | PG 6 |
| Menu, Product, & Service Changes | PG 6 |
| Right of Renewal | PG 6 |
| | PG 8 |
| Space Rental Pricing and Information | PG 6 |
| Concessionaire Lease Spaces | |
| Deposit | |
| Items not Provided | |
| POS Systems | PG 8 |
| Payment systems not allowed | |
| POS Requirements | |
| Receipt Requirements | |
| Passwords | |
| Daily Reporting | |
| Tipping Guidelines | |
| Tax | |
| POS Rental/Repairs | |
| Sales Tax | PG 9 |
| Insurance Requirements | PG 9 |
| Utilities | PG 9 |
| Electricity & Power Fees | P |
| Gas | PG 10 |
| Water | |
| Sewer | |
| Internet | |
| Entrance and Parking Passes | PG 11 |
| Admission Passes | |
| Parking Passes | |
| Rules for passes | |
| Stock Trucks | |
| Cancellation of Contract & Refunds | PG 13 |
| Lodging | PG 13 |
| Check-In & Setup | PG 13 |
| Operating Hours | PG 13 |
| Advertising, Signage & Promotions | PG 13 |
| Food Coupons | |
| "Fair Food" Fight | PG 13 |
| \$11 Meal Deal | PG 14 |
| Discount Promo Days | |
| Signage Rules | |
| SFPA Owned Branding | PG 15 |
| Third Party Signage | |
| Sampling | |
| Drawings & Prizes | |
| Evaluations and Expectations | PG 16 |
| Code of Conduct | PG 16 |
| Concession Space Rules | PG 16 |
| Awnings | PG 17 |
| Walkways & Aisles | |
| Back-Of-House | |
| Flooring | |
| Lighting | |

| | |
|--|-------|
| Construction & Improvements | PG 18 |
| Seating | |
| Subletting Space | |
| Noise | |
| Animals | PG 19 |
| ADA | |
| Vehicles (Motorized & Non-Motorized) | |
| Food Permits | PG 19 |
| Cleanliness & Food Safety | PG 20 |
| Glass | |
| Inspections of leased space | |
| Trash & Recycling | |
| Grease Disposal | PG 21 |
| Hood Systems | PG 22 |
| Restricted Products and Services | PG 20 |
| Offensive Items | |
| Controlled Substances & Drug Paraphernalia | |
| Smoke & Airborne Particles | |
| Stickers & Adhesive Products | |
| Balloons | |
| Fire and Safety Regulations | PG 22 |
| Electricity Regulations | |
| Open Flame | PG 23 |
| Explosive Gases | |
| Rule Violations | PG 23 |
| Fines and Fees | PG 22 |
| Deliveries & Freight | PG 23 |
| Load Out | PG 25 |
| Wristbands | |
| Release Forms | Pg 26 |

Important Deadlines

| <u>DEADLINE</u> | <u>ACTION</u> | <u>TIME</u> |
|---|---|---|
| March 24 th | Applications Open | 10 AM |
| April 7 th | Intent to Renew Due: Offered space renewals must email intent to return to the Food & Beverage Manager. <i>Concessionaires who do not submit intent to renew will forfeit spaces.</i> | 4 PM |
| April 8 th | New Applicants Open spaces will be offered to new applicants. | 10 AM |
| May 18 th | <ul style="list-style-type: none"> • Non-Refundable Deposit Due for all accepted spaces. <ul style="list-style-type: none"> ○ <i>Missed payments subject to fines or forfeit of space.</i> | 4 PM |
| June 1 st | After this date, all First Non-Refundable deposits will be due at time of acceptance of space by Vendor. | 4 PM |
| July 6 th | <ul style="list-style-type: none"> • Changes to Menu, Products or Services Due • Promo and Marketing Material must be submitted. <ul style="list-style-type: none"> ○ \$12 meal deal due for review ○ Fair Food Fight entries due for review. ○ 2fer Tuesdays or Thrifty Thursday promo due for review. | 4 PM |
| July 6 th | Electrical Requirements Due in writing. <i>Power availability not guaranteed for location after this date</i> | 4 PM |
| July 31 st | 1.0 Final Marketing and Promo Materials due. | 4 PM |
| July 31 st | A. Vendor check in and hook up times must be scheduled with Fred B. Concessionaire Maps available (w/ directions). | 4 PM |
| August 17 th | <ol style="list-style-type: none"> 1. Outstanding Balances fined \$500, or the Space Lease Agreement and Contract may be cancelled and void. <i>All monies paid by the Concessionaire will be forfeited.</i> 2. Vendor Certificate of Insurance (COI) due <ol style="list-style-type: none"> a. <i>If not received, SFPA will purchase Event Insurance for Vendor and invoice cost + \$30 fine.</i> 3. Utility Payments Due (electricity, water, & sewer.) <i>*After deadline vendor may purchase utilities on-site at the Admin Office and will be charged \$100 late fee.</i> | 4 PM |
| September 7 th September 8 th September 9 th | Packet Pick-Up & Space Set Up. <u>Vendors who miss their Scheduled check in and hook up time will be fined \$300</u> | 9 AM – 6 PM 9 AM – 6 PM 8:30 AM–10 PM |
| September 10 th | OPENING DAY Leased Space Inspection by SFPA Management. Public Opening <i>*See hours of operation Hours.</i> | 10 AM 12 PM |
| September 10 th – 20 th | VEHICLE LOAD IN/DELIVERY for concessionaires & vendors. <i>* Vehicles must vacate grounds by 8:30 am to designated parking areas. Other deliveries made during Fair hours must be delivered to Gate 17 to be distributed by the Food & Beverage Manager.</i> | DAILY 7 AM – 8:30 AM |
| September 10 th – 20 th | Sales Reports Due - Concessionaire must deliver physical AND emailed sales reports each night by close. | DAILY 10 PM |
| September 10 th – 20 th | VEHICLE LOAD OUT TIME <i>*Vehicles will not be permitted access on grounds until Management gives the-all clear for attendee safety.</i> | DAILY 10:30 PM – 12PM |
| September 20 th | FINAL DAY of the Utah State Fair | 10 PM |
| September 20 th | Final Concessionaire Commission Payments Due. <i>*Concessionaire will not be allowed to leave until final payment completed.</i> | <i>*Appts Scheduled individually</i> |
| September 20 th | Utah State Tax Commission Special Event Unit Office Open | 9 PM |
| September 20 th | FAIR LOAD OUT Begins | 10:30 PM |

| | | |
|--|--|-------------|
| | <i>*Vehicles will not be permitted access on grounds until Management gives the-all clear for attendee safety.</i> | |
| September 20 th | FAIR LOAD OUT Ends <i>*Grounds will close & Vendor must return the following day to finish their load out.</i> | 12 AM |
| September 21 st | VENDOR LOAD OUT | 7 AM – 5 PM |
| September 21 st | Electrical Panels and Outlets turned off. | 12 PM |
| September 21 st -25 th | End of FAIR Inspection of All Leased Space locations. | N/A |

1) Applications for Concessionaires

- a) To be considered for concessionaire space at the Utah State Fair, applicants must complete and adhere to the following steps:
 - i) Set up a Vendor Portal account.
 - ii) Complete the Concessionaire Application truthfully. Failure to provide detailed answers to any question may result in the Concessionaire's application being denied.
 - iii) Submit a **detailed menu of all items to be sold**, including:
 - (1) food items
 - (2) non-alcoholic beverages (approved Pepsi products only) unless otherwise approved by Fair Management.
 - (a) other services provide samples of any brochures or literature intended for distribution to attendees.
 - (b) Indicate whether any drawings or contests will be conducted.
 - iv) Submit pictures of concessions stand/truck/trailer.
 - v) Submit accurate length, width, height of the proposed concessions space.
 - (1) Measurements must include all service areas in front of, next to, behind, trailer hitches, awnings, back of house tents, scrim, signage on top of or in front of, etc.
 - vi) SFPA Management will make every effort to accommodate requested space locations for approved concessionaires. However, final space assignments will be determined based on the following considerations:
 - (1) Optimal use of available space
 - (2) Visual appeal of concession stand
 - (3) Avoiding product oversaturation
 - (4) Referrals and recommendations by other Fairs or events

2) Menu, Price, & Services Changes

- a) Concessionaires shall not change the menu, price, or contents of their leased space or services offered without written permission from SFPA Management once the Space Lease Agreement Contract has been signed.
- b) If a Concessionaire is found to have changed the menu, price, or services as indicated without written approval from management, the original intent of the menu must be restored within 2 hours of being notified, and the Concessionaire will be [fined](#).
- c) If the Concessionaire refuses to comply, they will be removed from the Fairpark grounds.

3) Right of Renewal

- a) Invitations to renew for the upcoming Utah State Fair may be sent to those Concessionaires who:
 - i) participated in the previous year's Fair.
 - ii) are in good standing with the SFPA Management.
- b) The Space Lease Agreement between the SFPA and Concessionaires is for one Fair only.
- c) Renewal for each year's annual Fair is by invitation only.
- d) Renewal is conditional upon:

- i) The Concessionaires fulfillment of the previous year's Space Lease Agreement.
- ii) Adherence to the rules and regulations as outlined in the Handbook.
 - (1) Regardless of the number of years a Concessionaire may have participated in prior Utah State Fairs, all Concessionaires are subject to scrutiny.
- iii) Concessionaire [evaluations](#) as outlined in the handbook.
- e) Space may be awarded or declined based on a need for variety and best-use determined by the SFPA Management, the Executive Director, and/or Utah State Fair Board of Directors.
- f) Concessionaires may be offered the same space they occupied the previous year if the Fair layout stays the same.
 - i) SFPA Management reserves the right to change the layout of the concession's areas.
 - ii) In the event the leased space is changed, eliminated, condemned, or rearranged after a Lease Agreement has been signed, the SFPA Management may reassign another space to the Concessionaire.
- g) The renewal period will begin in March when Renewal Lease Agreements are emailed to those Concessionaires meeting the renewal criteria.
- h) Vendors who do not disclose intent to return to the Food & Beverage Manager by the due date (see "Important Deadlines") may forfeit their space from last year but are still welcome to re-apply for available spaces.
- i) Spaces are offered on a first-come, first-served basis based on products or services and at prevailing prices.

4) Space Rental Pricing and Information

a) Concessionaire Lease Spaces

- i) Food and Beverage locations are leased on a percentage of sales basis.
- ii) Concessionaires pay **25% of gross daily sales** of food and beverage to the Utah State Fair.
 - (1) Concessionaires may qualify for a **reduced commission rate of 22.5%** of gross daily sales of food and beverages by participating in the Fair [Value Offering Program](#). This promotion is designed to give fairgoers an affordably priced meal option during the Fair (promo must be submitted and approved by SFPA Management by the [deadlines](#)).
- iii) Vendors are required to report gross sales *each day* for the previous day's sales.

b) Deposit

- i) Concessionaires will pay a **non-refundable deposit of \$750 (seven hundred and fifty dollars) per location**, entitling the concessionaire up to 300sq ft per location (30ft x 10ft). The non-refundable deposit of \$750 will be credited toward reconciliation payments.
 - (1) **Additional transaction fees** will occur in addition to the non-refundable deposit that will not be credited towards reconciliation payments.
 - (a) Insurance and utility charges and fees are additional and are listed under [Insurance Requirements](#)
 - (b) Additional square footage requirements will be **charged at a rate of \$3/square foot** and is subject to approval by the Food & Beverage Manager
 - (c) All BOH will be fenced and scrimmed by the Utah State Fairpark. Concessionaires will be **charged at a rate of \$4/linear foot**.
- ii) Concessionaires shall meet with the Concessions Auditor in the Concessions Settlement Office located in the Guest Services Building, four (4) times during the 11-day Fair (Monday, Thursday, Sunday morning and Sunday night).
- iii) Any payment not received by noon will be given a \$200 (two hundred dollars) late fee for the first offense and double every time after.
- iv) Concessionaires must turn in printable reports to the Concessions Settlement Office or via email sarareneconsulting@outlook.com by 9 AM the following day, each day.
 - (1) Failure to turn in paperwork or email reports on time will result in a \$100 fine for the first offense and \$200 (two-hundred dollars) for each reoccurrence.
 - (2) All Concessionaires shall make their final payment after Fair closes. Payments must be made at the Concessions Office.
- v) THE SFPA RESERVES THE RIGHT TO REQUIRE FINAL PAYMENT TO BE IN THE FORM OF A PERSONAL CHECK,

CASHIER'S CHECK, OR MONEY ORDER. NO CREDIT CARDS WILL BE ACCEPTED.

c) SFPA DOES NOT provide the following:

- i) Tent lighting **To ensure the safety of your staff and fair guests during nighttime hours, Concessionaires must provide adequate lighting.*
- ii) Extension Cords
- iii) Electrical Fittings and adapters
- iv) Hoses
- v) Surge Protectors
- vi) WIFI or Hotspots
- vii) Flooring for outdoor locations
 - (1) In the event of inclement weather, it is recommended to have floors built in outdoor locations whether on asphalt or grass to raise items off the ground.
 - (2) Concessionaires are fully responsible for their own items and any damage that may occur from weather.

5) POS Systems

- a) All Concessionaires will be required to use a Point-of-Sale (POS) System. **Cash Registers are not allowed.** The SFPA reserves the right to require Concessionaires to use SFPA password for existing POS systems and or a POS system supplied by SFPA.
- b) **Open cash drawers, money aprons, or cash boxes are NOT permitted to work from.** POS Systems can be used in conjunction with a cash drawer under the following conditions:
 - i) Concessionaires must provide a lockable, functional cash drawer with a key for handling cash payments.
 - ii) Cash drawers must open and close with each transaction and may not remain open at any time.
 - iii) Keys must not remain inserted in the cash drawer when not in use.
- c) Non-compliance will result in a \$200 (two-hundred dollar) fine for the first offense, with fines doubling for each subsequent offense.
- d) **POS Requirements:**
 - i) All POS systems must be inspected and certified by the Concessions Auditor.
 - ii) POS systems must:
 - (1) Be capable of printing receipts.
 - (2) Include an electronically operated cash drawer.
 - (3) Square or Clover POS systems are recommended by the Fairpark.
 - (a) Square Users: A third-party application, Order Inspector, is required for reporting purposes.
 - iii) All POS Systems must have an identifying number (the serial number will serve this purpose).
 - iv) Concessionaires are required to maintain an adequate supply of POS-related materials at all times.
- e) **Receipt Requirements**
 - i) Concessionaires must provide a receipt with every transaction or the product is free to the customer at the Concessionaire's expense.
 - ii) Receipts must be handed out automatically; Concessionaires are not permitted to ask customers if they want a receipt.
- f) **Passwords and Remote Access**
 - i) Concessionaires must supply the SFPA and Concessions Auditor with a temporary login or app access of all POS System/Accounts to monitor sales and theft.
- g) **Daily Reporting**
 - i) Concessionaires are required to submit printable sales reports to the Concessions Settlement Office, located in the Guest Services Building, or via email sarareneeconsulting@outlook.com by 9:00 AM each day during the Fair.
 - ii) Failure to turn in sales reports on time will result in a fine of \$100 (one hundred dollars) for the first offense and \$200 (two hundred dollars) for each recurrence.
 - iii) The SFPA has the right to keep all tapes for up to 60 days. If necessary, copies of reports will be created before

the tapes are returned.

- iv) The Concessions Auditing team and the SFPA maintain the right to access the back-end of your point-of-sale system at any time.
- v) **All Concessionaires shall make their final payment after Fair closes 10 PM the last day of the Fair.** Final Payments must be made at the Concessions Settlement Office.

h) Tipping

- i) Tipping is permitted only if the POS tipping screen includes a clearly visible “NO TIP” option.
- ii) Tipping must start at 10% and increase at increments of 5% up to a maximum of 25%.
- iii) Any tip exceeding 25% must be labeled as “Custom Tip” and entered manually by the customer.
- iv) If a tip jar or container is used, the following requirements must be met:
- v) Tip signs must be professionally printed (not handwritten) and displayed neatly.
- vi) Tip jars must be stationary and secured to the counter, either locked down or chained, to prevent theft.

i) Tax/Credit Card Fees/Add-ons

- i) Taxes, credit card fees, and any add-ons must be included in the listed price of menu items.
- ii) Taxes and fees are not permitted to be added at the end of a transaction.
- iii) Signs clearly stating this policy must be prominently displayed throughout the leased space.

j) POS Rental/Repair:

- i) All Point-of-Sale systems must be in good working order at all times.
- ii) Concessionaires are responsible for selecting and contracting the company of their choice for POS rentals and repairs.
- iii) Concessionaires are responsible for providing the necessary gate and parking passes for any contracted company.
- iv) Replacement POS systems must be reported to SFPA Management and be approved by the Concessions Auditor before use.
- v) If a POS system is removed from the grounds for maintenance or repairs that may affect sales totals, it must be checked out by the Auditing team beforehand.

6) Insurance Requirements

a) Liability Insurance

- i) Insurance is required for all Concessionaires to cover any loss, the SFPA is not responsible.
- ii) Concessionaires are required to provide the SFPA with a liability insurance certificate that includes:
 - (1) Personal injury and property.
 - (2) Naming the State Fair Park Authority as an "additional insured".
 - (3) The amount of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate
 - (4) The same company name listed on the vendor lease agreement must be clearly stated on the certificate.
- iii) Copies of your homeowner’s policy or business insurance are not acceptable documents.
- iv) A valid copy of the certificate of insurance (COI) must be on file in our office before the deadline stated (See “Important Deadlines”).
 - (1) The insurance certificate copy must be uploaded in the vendor portal online through the Fair website or emailed to the Food & Beverage Manager.
 - (2) Confirmation will follow as proof that SFPA has received it, please save it for your records.
- v) If you do not currently carry this level of insurance, it can be purchased through the SFPA’s Haas & Wilkerson Insurance policy. The fee is \$115 for the first space location and \$80 for each additional space location.
- vi) Concessionaires are encouraged not to leave valuable merchandise in their leased space overnight (especially outdoor locations).

7) Sales Tax

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

8) Utilities

a) Electricity

- i) The SFPA does not assume responsibility or liability for electrical failures of any kind Force Majeure, for damage to equipment/property caused by drops or increases in power supply, low voltage, or power surges and shall not be liable for loss of profits or revenue, loss of use of equipment, cost of capital, cost of temporary equipment, or for any special, indirect, or any damages due to interruption or fluctuation in service on the grounds.
- ii) Correspondingly, all Concessionaires expressly agree to indemnify and hold harmless the State Fairpark Authority, its members, employees, and contractors from such claims. In no case will the State Fairpark Authority be held responsible for loss of profits, revenues, or loss of equipment.
- iii) Each 10' X 10' booth location receives one (1) outlet producing 10 amps of 110-volt electrical power included in the price of the booth.
- iv) Any additional electrical power requirements must be requested on the Concessionaire Lease Agreement/Contract and paid for before the due date.
- v) If not indicated on the Lease Agreement, any requests for special power must be made in writing by the deadline (see Deadlines)
- vi) Any changes after the deadline will be subject to additional charges and must be paid by the Concessionaire directly to the Administration Office before additional service will be provided. (See deadlines)
 - (1) Concessionaires will be charged:
 - (a) Up to \$250 (two hundred fifty dollars)
 - (b) \$20/quarter-hour minimum for electrician services.
 - (c) The cost of any material required.
 - (i) The additional power listed for service not requested by the deadline (see deadlines).
- vii) Concessionaires are advised that once the Fair opens, it will be extremely difficult to get additional power.
- viii) Please be aware that lighting is not provided with any vendor space. SFPA encourages the use of LED or energy efficient lighting.
- ix) Concessionaire must provide proper sized and approved cable-wire size (up to approximately 100') to connect an existing service outlet. Extension cords must be for heavy duty use and appropriate for wet/damp locations. Concessionaires must use GFCI-protected cords. The SFPA reserves the right to refuse to connect any electrical service to equipment that is not considered safe.
- x) SFPA Electricians have been instructed not to provide service to any appliance, trailer or panel that is not properly grounded. SFPA Electricians will not provide service to non-UL approved equipment or faulty or hazardous equipment.
- xi) No Wiring will be done to individual stands or trailers by SFPA Electricians.
- xii) SFPA Management will inspect all leased space during the Fair to ensure no one is using more electricity than they have been authorized to use. In the event it is found a vendor is knowingly using more power than they have been authorized and paid for, the Concessionaire may be fined up to \$300 (three hundred dollars) and/or the space closed and Concessionaire escorted from premises.

| POWER FEES | |
|---|-------|
| AMPS (110v Service) | FEE |
| 20 amps | \$55 |
| 30 amps | \$75 |
| AMPS (220V Service) | |
| 30 amps | \$150 |
| 50 amps | \$250 |
| 100+ amps: *Contact Food & Beverage Manager for cost and availability | |

xiii) Any Concessionaire found entering electrical panels and/or tampering with electrical lines or outlets in any way will be assessed a fine up to \$300 (three hundred dollars) and/or the space closed, and Concessionaire escorted from premises.

xiv) All electrical panels and outlets will be turned off no later than 12 PM Monday after the end of FAIR.

b) Gas Service

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

c) Water

- i) Concessionaires needing water for operations must bring sufficient and compliant water hose(s) to connect to the nearest water source. Most water sources are within 100' feet of most locations. However, it is ultimately the Concessionaire's responsibility to have the required length of hose.
- ii) Water and sewer hook-up cost is \$100 (one hundred dollars).
- iii) If a Concessionaire installs a water hose over a walkway, street, or through another Vendor's space, it must be approved by SFPA Management.
- iv) Concessionaires are responsible for covering and securing any hose crossing a potential foot traffic area.
- v) Any Concessionaire that connects to an outside water source must provide a hose bib vacuum breaker.

d) Sewer

- i) By Law, all gray water must be dumped or pumped into a sanitary sewer drain (NOT a storm drain.) If a Concessionaire is not aware of the location of a sanitary sewer drain or is unsure of the type of drain they are planning to use, it is the Concessionaire's responsibility to seek SFPA Management for clarification.
- ii) If sanitary sewer is not available near the Concessionaire's space, it is the responsibility of the Concessionaire to obtain and service the necessary holding tank.
- iii) Any Concessionaire found dumping into/onto anything other than an authorized sanitary sewer drain will be assessed as a minimum of \$500 and required to pay all costs associated with damages including but not limited to labor and other materials.
- iv) SFPA Management does not assume responsibility or liability for water or sewer disruptions of any kind, for damage to equipment/property caused by disruptions and shall not be liable for loss of profits or revenue, loss of use of equipment, cost or capital, cost of temporary equipment, or for any special, indirect, or any damages due to disruptions in service on the grounds.
- v) Once a utility is installed, it becomes the property of the SFPA and will remain under the control of SFPA. The Concessionaire will continue to be responsible for the maintenance of the service from the point where they are hooked into the SFPA service connection for as long as the Concessionaire uses the service.
- vi) SFPA reserves the right to shut off or disconnect the utility when it is determined by SFPA Management that the service does not meet the SFPA standards or if it is being used without SFPA Management authorization.

2) Entrance and Parking Passes

a) Entrance Passes (Admission Tickets)

- i) An entrance pass/admission ticket is required for all Concessionaires and their attendants (whether employees, volunteers, etc.) for daily entry into the Utah State Fair.
- ii) Any Concessionaire without an entrance pass/admission ticket will not be permitted to enter the grounds.
- iii) Each admission ticket can only be scanned once each day.

- (1) If the Concessionaire needs to leave after their admission ticket is scanned, they must get a hand stamp to re-enter the grounds or provide another pass.
- iv) Each Concessionaire Lease Agreement will receive 66 Daily Entrance Passes/Admission Tickets per booth/truck/trailer.
- v) Additional daily admission tickets and season passes are available for purchase.
 - (1) Daily Admission Ticket - \$9 each
 - (2) Season Admission Ticket - \$60 each

b) Parking Passes/Hang Tags

- i) Each Vendor Lease Agreement will receive 1 (one) LOT B parking pass.
 - (1) Hang tags must always remain in the concessionaire’s vehicle and be visible at all times.
 - (2) Concessionaire vehicles will not be allowed onto the grounds without their parking pass or hang tag.
 - (3) Vehicles found parking in the lot without the proper hang tag will be towed at the expense of the Concessionaire.
 - (4) Concessionaire vehicles without the proper hang tag will not be able to park in their designated parking lot and will pay the parking fee to enter. No refunds will be given.
- ii) Additional Lot B season parking passes are available for purchase for \$60 each. Season parking passes are not available for purchase in other parking lots, vendors and employees may pay the daily rate.
- iii) For specific ADA parking requests please contact the Concessionaire Vendor Manager.

c) Rules and Expectations of Entrance & Parking Passes

- i) Concessionaires must acknowledge the following restrictions regarding the use and distribution of entrance and parking passes.
 - (1) Concessionaires are solely responsible for the custody, control, and care of any passes provided by the SFPA.
 - (2) It is the responsibility of the Concessionaire to deliver admission tickets and parking pass/hang tags to their staff.
 - (3) Concessionaires are not permitted to leave passes at Will Call, Entrance Gates, Parking Booths, or the Administration Office for employees or volunteers to pick up when they report to work.
- ii) Concessionaires will not be refunded for any lost or misplaced admission tickets or parking passes.
- iii) Entrance passes or parking passes shall not be altered, duplicated, or reproduced by any Concessionaires or their Affiliates.
- iv) If an altered, duplicated, or reproduced pass is used or attempted to be used by anyone to gain entrance to the Fair, Concessionaire Agrees:
 - (1) To cooperate in any administrative, civil, or criminal investigation resulting from such misuse.
 - (2) To be legally and financially responsible for such misuse, even if such misuse was the result of an employee or volunteer’s illegal conduct.
 - (3) SFPA may, in its sole discretion, close the Concessionaire’s stand for the remainder of the Fair and escort Concessionaire from the grounds.
 - (4) Concessionaire will not be entitled to any refund for any amounts paid or owing to the SFPA.
 - (5) SFPA, in its sole discretion, may impose a penalty for each altered, duplicated, or reproduced pass. See [“FINES”](#)

d) Stock Trucks

- i) SFPA can provide limited back stock truck parking areas on the SFPA grounds. Use of this lot will be pre-approved by SFPA management and will cost an additional fee.
 - (1) Electricity may be provided for trucks and trailers for an additional fee (based on availability).
 - (2) Concessionaires seeking approval for a Back Stock Truck location must provide:
 - Electrical needs (if needed)

(a)

- (b) A graph or map showing the footprint needed (including dimensions, stairs, hitch, and loading/unloading clearance).

9) Cancellation of Contract & Refunds

- a) Concessionaires must provide written notice for cancellation of any lease space agreements.
- b) Leased Space Agreement payments are non-refundable.
- c) SFPA Management is not responsible for loss of sales for any reason including but not limited to:
 - i) inclement weather
 - ii) excessive noise – including noise from the carnival or other attractions/exhibits on Fairpark grounds.

10) Lodging

- a) The Utah State Fair does not have an onsite camping/RV park.
- b) A listing of our partner hotels and lodging partners is available on our website Utahstatefair.com/lodging

11) Check-In & Setup

- a) **Check-In Procedures**
 - i) Check-In Packets will not be released, and Concessionaires will not be allowed to set up, until agreement is signed, paid in full, insurance is on file, and all other required tasks are completed.
 - ii) Upon arrival, Concessionaires must check-in with Vendor Management at the Wasatch Building to receive check-in packets.
 - iii) Check-In Packets include a Vendor Number Card (required to be posted for electrical and fire inspections), Admission Tickets & Parking Permits (if ordered in advance), in addition to proper placement instructions and other pertinent information.
 - iv) Please do not place any stand or trailer without checking in or without prior approval.
 - v) A Mandatory Concessionaire & Vendor Meeting in the Wasatch Building. will be held the Wednesday before the opening day of Fair

12) Operating Hours

- a) 2026 Concessionaires will be expected to have leased
- b) spaces staffed, open to the public, and **ready to serve** at the times listed.
- c) Concessionaires not open to the public and ready to serve during these times will be subject to a \$100 (one hundred dollar) fine per location, per incident.
- d) *Note: The Fairpark will be open before and after Vendor operating hours to Fair participants including school groups, livestock exhibitors, and the general public.*

| FAIR HOURS | |
|---------------------|---------------|
| Thursday, Sept. 10 | 12 PM - 10 PM |
| Friday Sept. 11 | 10 AM - 11 PM |
| Saturday, Sept. 12 | 10 AM - 11 PM |
| Sunday, Sept. 13 | 10 AM - 10 PM |
| Monday, Sept 14 | 12 PM - 10 PM |
| Tuesday, Sept. 15 | 12 PM - 10 PM |
| Wednesday, Sept. 16 | 12 PM - 10 PM |
| Thursday, Sept. 17 | 12 PM - 10 PM |
| Friday, Sept. 18 | 10 AM - 11 PM |
| Saturday, Sept. 19 | 10 AM - 11 PM |
| Sunday, Sept. 20 | 10 AM - 10 PM |

13) Advertising, Signage, & Promotions

- a) The Utah State Fair will offer promotional events and days that Concessionaires may choose to participate in to receive focused marketing coverage and drive traffic to your stand.
- b) **Food Coupons**
 - i) The Fair issues Food Coupons to employees, select partners, and in some presale packages.
 - ii) Food Coupons are to be treated as cash and can be used at any Food & Beverage location throughout the Fair (excluding alcohol).
 - iii) Change MUST be given if the purchase price is less than the coupon’s value.
 - iv) Coupons are turned in with the daily sales settlement in the Settlement Office
- c) **Promotions**
 - i) “Fair Food” Fight is the annual Fair Food competition. Concessionaires are challenged to present the most

innovative, interesting, and mouthwatering creations they can conjure up in either category: Savory or Sweet to win the title of Fair Food Champ!

- (1) Participants must offer a \$5 mini portion of their entry exclusively on competition days. The same item must also be available in a full-size portion for sale throughout the Fair.
- (2) Entries must be new, unique, and not previously entered into the competition.
- (3) All submissions will be reviewed by Fair Management to ensure they meet the program's criteria and rules
- (4) **Fair Food Fight tickets**, valued at \$5 each (sold in bundles of 4 for \$20), will be available for purchase from Thursday to Saturday during the first weekend.
- (5) These tickets are valid **only for Fair Food Fight entry items** and can be used exclusively during the first weekend. They will become void once the Fair Food Fight ends.
- (6) Vendors must collect the tickets and submit them during settlement at the Settlement Office.
- (7) Fairgoers can vote for their favorite entry in each category (Savory and Sweet) via the Fair app or website.
- (8) Votes will be counted on the first Sunday, and winners in each category will receive:
 - (a) A commemorative trophy
 - (b) A "Fair Food Champ" banner and stand signage
 - (c) Recognition on social media, the Fair website, and the Fair app
 - (d) Media coverage (as available)
 - (e) Bragging rights!

ii) **Fair Value Offering Program**

- (1) The Fair Value Offering Program allows concessionaires to participate by offering a **designated value item or bundle** at a price point determined annually by the Utah State Fair. The specific format of the value offering may vary each year and may include, but is not limited to, meal combination, single menu items, bundled items, or other value-based options.
- (2) Concessionaires wishing to participate must submit their proposed value offering for approval by the Food & Beverage Manager by the established deadline. All submissions are subject to Fair approval.
- (3) Participation in the Fair Value Offering Program qualifies concessionaires for the **reduced commission rate outlined in the Space Lease Payments section**.
- (4) Value offerings must represent a **meaningful portion size or bundled value appropriate for Fair guests**, rather than a standard snack or add-on item, unless otherwise approved by the Fair.
- (5) The Fair may make reasonable accommodations for concessionaires with limited menus or specialized product offerings.
- (6) Specific program details, including **price point, signage requirements, and deadlines**, will be communicated to concessionaires prior to the Fair each year.

iii) **Discount Promo Days** (this is not an all-inclusive list, names and concepts may change)

- (1) **TWO-for-TUESDAY** (Tuesday of the Fair only) i.e. a two-for-one special, buy two get one free, etc.
- (2) **THRIFTY THURSDAY** (2nd Thursday of the Fair only) - smaller portion at a smaller price, discount on a regular-sized item.

d) **Advertising or solicitation outside your designated space is forbidden** in any area of the Fairpark grounds, including parking lots owned and/or operated by the SFPA.

- i) Solicitation includes passing out advertising material or samples, conducting surveys, or conducting business of any kind.

e) **Signage Rules**

- i) Signage is an important part of how you display your business and products to the Fairgoer. Concessionaires should ensure all signage is professionally generated and made of high quality, commercial grade materials or at minimum printed, laminated, and branded for appearance.
- ii) Signage and must not impede or be a safety hazard for pedestrian traffic
- iii) **A-frame or sandwich boards** may only be used by Concessionaires *if*:

- (1) *They are attached to, on, or touching the Concessionaire's stand*
- (2) *They are properly weighted/secured in the case of inclement weather*
- (3) *They are not used outside of the concession space*
- iv) **No handwritten signs allowed**
 - (1) Attractively produced chalk signs may be accepted, but must be pre-approved by Fair Management.
 - (2) Event promo or marketing signs must be printed, laminated, and branded for appearance.
 - (a) If the Concessionaire needs signs reprinted and laminated, The Fairpark Administrative Office can print them for a \$50 (fifty dollar) fee. Some limitations apply.
- v) **Graphics, signage, flags, lights, scrim** must all be fixed, clean, and nicely branded and approved by Fair Management.
 - (1) If a Concessionaire is in violation of signage rules, they will be asked to remedy the situation or the sign will be removed by Fair Management for the duration of the Fair.
- f) **SFPA owned branding** including but not limited to Utah State Fair logo and/or name, Utah State Fairpark & Event Center logo and/or name, Utah State Fair Park Authority logo and/or name, Day of Wreck'oning Demolition Derby name and/or logo, Monsters Are Real Monster Trucks name and/or logo may only be used with written permission from the Utah State Fair Marketing Department.
 - i) If use is granted, SFPA will provide you with the current logo, which may not be distorted, or modified in any way, and must include the full logo text. Any items printed with unauthorized or incorrect logos will be asked to be taken down or destroyed.
- g) **Third-Party Signage**
 - i) Signage should not be used to promote third-party entities such as outside events, businesses, sponsors, donors, suppliers, or service providers unless previously approved by the SFPA Management.
 - ii) Vendors may display signage courtesy of an exclusive or approved SFPA supplier or distributor, with signage limited to the interior of a stand or building.
 - iii) Supplier or distributor signage is prohibited on the outside of a Concession stand or building.
- h) **Sampling**
 - i) Sampling must be pre-approved by the SFPA
 - ii) Samples not exceeding two (2) ounces in quantity or 2x2x2" size may be distributed.
 - iii) Samples may only be given within your leased space.
 - iv) Sampling Sponsorships are available for the Fair which allows sampling at the entrance/exit gates or other specific locations throughout the Fair during specific hours. For this fee, sponsors receive a benefit package. Any interested company or group may contact the Utah State Fair Marketing Department at 801-538-8400.
- i) **Drawings and Prizes**
 - i) Plans for free prizes or drawings must be furnished in writing with the application and must be preapproved by the SFPA Management. No Space Lease Agreement will be issued until plans for any free prizes and drawings have been reviewed and approved.
 - ii) Concessionaires are prohibited from conducting shows, drawings, or games without prior written approval from SFPA Management.
 - iii) Concessionaires found offering free prizes or conducting drawings without the required approval will be assessed a fine and may be removed from the Fairpark.
 - iv) Due to SFPA sponsorship agreements, Concessionaires cannot offer free vacations, discounts, or drawings for vacations without written approval from SFPA Management.
 - v) Raffles, as defined by Utah State Law, are unlawful.
 - vi) When offering free prizes or drawings, vendors must provide full disclosure, ensuring that all offers labeled as "Free" have no hidden costs or deposits. If full disclosure is not maintained, as determined by SFPA Management), the vendors booth will be closed until appropriate action can be taken.
 - vii) Announcements regarding prizes and the details of the drawing must be clearly posted during attendee registration.
 - viii) The drawing must be conducted publicly at the Fairpark and completed by the Fair's closing time.

- ix) Each drawing ticket must include the name of the company, a description of the prize(s), and their respective values.
- x) Eligibility for participation in the drawing extends to all patrons, except where age restrictions apply, which must be clearly indicated on visible signage.
- xi) A sample drawing ticket and a list of prizes must be submitted to SFPA Management for approval at least fourteen (14) days before the Fair opens.
Written notice containing a description of the prizes and the names, addresses, and telephone numbers of the winners must be submitted to SFPA Management no later than October 1st of the contracted year.
- xii) The Utah State Fair, SFPA, Board, Management, employees, or patrons are not permitted to be mentioned in supporting or conducting the drawing in any manner.

14) Evaluations and Expectations

- a) Concessionaires are encouraged to set up their leased space in an appealing, professional manner and shall abide by all SFPA Fair guidelines.
- b) Ensuring the quality of the Fair experience for the Fairgoer, each Concessionaire will be evaluated during the Fair.
 - i) Evaluations help determine whether concessionaires will be invited back the following year.
 - ii) Concessionaires will be notified in writing of any issues.
 - iii) Warnings based on performance and evaluation will be given out.
 - (1) Vendors may be allotted a timeframe of 1 to 24 hours to address and resolve the identified issues.
 - (2) If items are not addressed or fixed, the concessionaire will not be invited back.
- c) Evaluations will include:
 - i) Performance
 - ii) Payment of fees
 - iii) Compliance with the guidelines in this Handbook
 - iv) Compliance with the laws of the City, County, and State of Utah, including:
 - (1) Licensing and permitting
 - (2) State Fire Code.
 - v) Concession stand opening and closing times each day
 - vi) Proper staffing of concession stand
 - vii) Staff professionalism
 - viii) Appearance of concession stand
 - ix) Revenue generated (if applicable)
 - x) Any complaints received from the public relating to goods and/or services provided during the Fair.
 - xi) The Concessionaire will be provided with the ability to evaluate SFPA Management. An evaluation will be provided upon final payment at the end of the Fair.
 - (1) Complaints, requests, or concerns can be addressed with Fairpark management by requesting a meeting via email, phone or in person. Meetings will be held privately at the Administration Office.

15) Code of Conduct

- a) All Concessionaires/Operators will be responsible for the conduct and personal appearance of all personnel in its employ. Concessionaires are expected to act in a polite and courteous way to all guests, SFPA Staff, Management, Board of Directors, Attendees, and other Vendors. The SFPA will not tolerate:
 - i) Discourteous, obscene speech, or obscene conduct toward, in hearing or in view of the general public by the concessionaire/operator or its employees or agents.
 - ii) Intoxication or the illegal use or sale of controlled substances.
 - iii) Sexual harassment or discrimination in any form.. Incidents involving harassment or discrimination should be reported to Fair Management immediately.
 - iv) Concessionaires engaging in the dissemination of unprofessional or disparaging remarks about other Concessionaires, vendors, or other Fair partners. If a Concessionaire has an issue regarding another Concessionaire, they are to report that concern directly to SFPA Management.
 - v) Vandalization of SFPA property or the property of other Concessionaires, Vendors, or attractions. Concessionaire will be removed from grounds without refund of any monies paid and may be subject to criminal prosecution.

- b) SFPA Management will not get involved in any price setting/fixing between competing vendors or get involved in any exclusive agreements a vendor may have with a supplier.

16) Concession Space Rules

a) Concessionaire Space

- i) The occupied space of the concessionaire must match the measurements, pictures, and descriptions submitted and approved in the application. Any changes must be sent to Fair Management before arrival.
- ii) Concessionaires should remove trailer hitch as this may become a safety hazard.
- iii) Concessionaires must keep the concession space tidy, neat, and clean. Appearance and cleanliness are of the utmost importance.
- iv) Concessionaires shall never alter foliage or trees without the consent of the SFPA.

v) Awnings

- (1) Awnings must ensure public safety and not extend into common walkways. If an awning protrudes into an aisleway, vendors may be required to:
 - (a) Secure the area or install signage.
 - (b) Purchase additional space to accommodate the awning.
 - (c) Be prepared to remove the awning.
- (2) No merchandise may be hung or displayed from an awning or its supports.

vi) Walkways & Aisles

- (1) By order of the Utah State Fire Marshall, no person, equipment, boxes, concessions stand contents, etc., may block walkways, aisles, or corridors.

vii) Back-of-House

- (1) Back-of-house must be encased by scrim or fencing. SFPA Management prefers all scrim to be of the vinyl or canvas type and should not be see through.
 - (a) Back-of-house includes tents, fridges, and freezers.
 - (b) Garbage and recycling must go directly into bins or remain within the scrim of Concessionaire's space. For more information see [Trash](#)
 - (c) No tarps are allowed

viii) Flooring

- (1) In the event of inclement weather, it is highly recommended floors be built in any outdoor location (whether on asphalt or grass) to raise items off the ground.
 - (a) We suggest a floor made with pallets or other wood materials.
 - (b) Concessionaires are fully responsible for their own items and any damage that may occur from the weather.

ix) Lighting

- (1) SFPA tents are not equipped with lights; Concessionaires must provide their own lights and power cords. Please review the [Utility](#) section of this Handbook.

x) Tent Weights & Staking

- (1) All tents must be staked and/or weighted down with a minimum of 40 lbs. per leg.
- (2) Any Concessionaire planning to drive any type of stake or fastener into the ground must receive written approval from SFPA Management.
 - (a) If the stake or fastener is intended to go 6" or more into the ground, Concessionaire is also required to contact Blue Stakes (1.800.662.4111) and receive clearance from utilities.
 - (b) Concessionaires are responsible for keeping their leased space neat and orderly. and must clean their leased space throughout the day and at the end of each day.

xi) Construction and Improvements

- (1) The construction of any permanent structure, booth, or enclosure and/or alterations of any structure, booth, or enclosure owned or rented by the SFPA must be approved in advance, in writing, by SFPA Management.
 - (a) Any Concessionaire intending to construct and/or alter such a facility must submit a formal, written request along with plans and specifications to SFPA Management illustrating the proposed

construction or alteration.

- (b) Construction/alteration must be in compliance with applicable codes and regulations as outlined by the State of Utah's Division of Facilities and Construction Management (DFCM)
- (c) Construction and Improvements are at the expense of the Concessionaire.
- xii) In the event a lease agreement is not renewed or is terminated for any reason, any structures, booths, and enclosures and/or other improvements shall become the property of the SFPA and the State of Utah, unless agreed upon prior to the construction and/or improvement.
- xiii) Any Concessionaire who performs any type of construction or alteration to any structure, booth, or enclosure owned or rented by the SFPA without first obtaining written approval from SFPA Management:
 - (1) Will be assessed a \$1,000 (one thousand dollar) fine
 - (2) Will be required to pay the cost associated with returning the said structure, booth or enclosure back to its original status by a contractor that is approved by SFPA Management
- xiv) Any Concessionaire wishing to paint anything owned or operated by the SFPA must receive prior written approval from SFPA Management prior to painting such surfaces.
 - (1) Concessionaires receiving approval are responsible for all costs associated with painting including paint touch-ups as needed as well as returning the surface back to its original color if their lease agreement is not renewed or is terminated for any reason.
 - (2) Any Concessionaire who performs any type of painting to anything owned or operated by SFPA without first receiving written approval from SFPA Management:
 - (a) Will be assessed a \$300 (three hundred dollar) fine and be responsible for any cost associated with returning the painted surface(s) back to their original color.
- xv) Holes in asphalt or grass are not permitted without written approval from SFPA Management. Any damage resulting from violation will result in Concessionaire paying for cost of repair plus additional fines.

b) Seating

- i) Benches, chairs, picnic tables, etc. are placed throughout the Fairpark as comfort areas or for entertainment viewing for attendees.
- ii) Comfort and entertainment viewing seats placed by Fair Management **are not allowed to be moved** by anyone without approval from SFPA Management.
- iii) Any Concessionaire choosing to set up a comfort area (benches, picnic tables, chairs, etc.) must receive written approval from SFPA Management.
- iv) Any comfort area must be available to all attendees and not limited to only those purchasing items from that Concessionaire.

c) Subletting Space

- i) Subletting is defined as "The holder of a SFPA Vendor Lease Agreement allowing another company or business to occupy their location and conduct business in that location."
- ii) Vendors may not sublease, assign, or transfer an agreement or any part of the licensed space without written approval from SFPA.
- iii) Additionally, Vendors may not endorse, display, promote, or sell any third-party relationships without written permission from SFPA Management.
- iv) Anyone found to be subletting space without approval shall have all Vendor License Agreements canceled with no refunds given.
- v) Concessionaires are not permitted to change locations without prior written approval from SFPA Management.

d) Noise

- i) Music or noise from any source will not be allowed **without prior written approval of SFPA Management** including but not limited to televisions, stereos, speakers, microphones, motors, loudspeakers, amplifiers, or megaphones.
- ii) Noise must not interfere with any scheduled Fair programming including but not limited to scheduled entertainment, marketing, or media.
- iii) Health Department guidelines for acceptable noise levels will be enforced.

- iv) No live music is permitted in any Concessionaire space without written approval of SFPA Management.
- v) Microphone brand and bandwidth must be reported to SFPA Management and must comply with the following specifications to avoid interference with SFPA paging system:
 - (1) VHF Bandwidth only (No UHF bandwidth, or lower than VHF bandwidth)
 - (2) Must be of professional grade.
 - (3) In proper working condition (No protruding wires or consistent crackling noise)
 - (4) No Comtek Brand devices allowed.
 - (5) Bullhorns are not permitted.

e) Animals

- i) No Animals are permitted in Concessionaire's stands or on the Fairpark grounds at any time, except for:
 - (1) Service Animals as defined by the Americans with Disabilities Act. *Under the ADA, a service animal is defined as a dog that has been individually trained to do work or perform tasks for an individual with a disability. The task(s) performed by the dog must be directly related to the person's disability.*
 - (2) Animals entered as competitive entries
 - (3) Animals for sale by approved vendors
 - (4) Contracted animals scheduled for performances

f) Americans with Disabilities Act (ADA)

- i) In compliance with the Americans with Disabilities Act (ADA), persons needing auxiliary communicative aids and services for events in the arena should call 801.538.8400 three (3) days prior to arrival.
- ii) Concessionaire agrees to comply with the requirements of the Americans with Disabilities act (ADA) 42 U.S.C Section 12101 et se. and applicable regulations in performing under a Concessionaire Lease Agreement.
- iii) Concessionaire also agrees to indemnify and hold harmless the SFPA from any and all actions which may arise from Concessionaire failure to comply with ADA in performing under this lease agreement

g) Non - Motorized & Motorized Vehicles

- i) Small motorized vehicles, including golf carts, Segways, motorized skateboards, and scooters, are not allowed inside the Fair without prior written permission and a use permit from SFPA Management. Permits for motorized vehicles (such as golf carts) are available on a first-come, first-served basis for a fee. Proof of insurance is required.
- ii) Exceptions made for any motorized vehicle required for ADA purposes.
- iii) In addition, roller blades, roller skates, skateboards, scooters and other like mannered items are also prohibited on the Fairpark grounds.
- h) SFPA Management reserves the right to remove from the grounds any product, exhibit, sign or advertising matter which is not in harmony with the overall goals and objectives of the Fair.

17) Food Permits

- a) The following information is provided to Concessionaires as a service and SFPA Management does not assume any liability for its accuracy.
- b) All Concessionaires and vendors serving food must obtain a Temporary Event Permit from the Salt Lake County Health Department. These include but are not limited to existing restaurants, fast-food operations, caterers, churches, community or school organizations, volunteer and social groups.
 - i) Each Concessionaire is responsible for obtaining their own permit.
 - ii) Of the three types of permits offered by the Health Department, an extended permit is required for the Fair.
 - iii) This permit is good for up to 14 days of temporary food service per calendar year. The cost for the permit is \$310 – \$410 depending on the level of risk and may change without notice.
 - iv) Permits are issued in-person by the Salt Lake County Health Department from 9 AM to 4 PM.
 - (a) Bureau of Food Protection
 - (b) 788 E. Woodoak Lane (5380 South)
 - (c) Murray, Utah 84107-6379
 - (d) (385) 468-3845

- (e) www.slhhealth.org
- v) The person in charge must demonstrate adequate knowledge of food safety and sanitation practices to receive a Temporary Permit.
- vi) A permit may be revoked if an operator does not comply with health regulations.
- vii) Permits are not transferable.
- viii) Multiple concession stands or locations operated by the same owner will each need a separate valid permit.
- ix) Permit holders must demonstrate the ability to adequately supervise separate locations.
- x) No food for the public may be prepared or stored in a private residence.
- xi) Temporary Event Concessions stands are inspected by the Health Department.
- xii) All violations must be corrected or unsafe food practices will result in food removal or concession stand closure.
- xiii) Before applying for a permit, please decide on the following:
 - (1) The complete menu including beverages.
 - (2) The concessions structure (whether provided by the event sponsor or the vendor).
 - (3) The equipment that will be required, including a hand washing station.
 - (4) Methods to maintain hot and cold product temperatures.
 - (5) How all foods will be transported and stored.
 - (6) Where and how clean-up of equipment will be done.
 - (7) Who will be in charge of the concession stand (must have a Food Handler Permit).
- xiv) SFPA Management and the Salt Lake County Health Department must be notified of:
 - (1) Significant changes in menu
 - (2) Change of operating facilities
 - (3) Change of business name
 - (4) Any conditions that may affect the quality of food service.
- c) SFPA Management reserves the right to shut down s that present any food safety concerns.
- d) Operators must vend from a site that meets the following minimum structural requirements:
 - i) A roof, awning, or other top covering, impermeable to weather, over the entire food preparation, service, clean-up and storage area.
 - ii) Two side walls (not screening), which will reduce the entry of dust and dirt, and exclude unauthorized personnel.
 - iii) The front service wall will be a counter, half-wall or table draped to the floor. The back wall may be open for employee access, or solid as desired.
 - iv) The floor must be a surface of plywood, concrete, asphalt, or other acceptable cleanable material. Flooring must be supplied if the vending site is on dirt, gravel, grass, or poorly drained surfaces.
 - v) All trailers stands or structures, whether portable or fixed, must be professional looking, in good repair, structurally sound, neat in appearance and meet current Utah Fire Codes, State building, electrical, safety and sanitation codes.
 - vi) Disability access must also be considered. Concessionaires not complying with these policies may be asked to dismantle and/or remove their exhibits or stands from the grounds.

18) Cleanliness & Food Safety

- a) **Glass**
 - i) Glass bottles, jars, or products within glass are not permitted within the public's reach. Glass bottles and containers are to be placed behind the counter, out of reach.
 - ii) Glass pickles jars or glass hot sauce bottles are not allowed.
- b) **Inspections of Leased Space**
 - i) SFPA Management will conduct inspections of all leased spaces before the opening of the Fair.
 - ii) Concessionaires must contact SFPA Management to complete proper documentation before occupying any space.
 - iii) Concessionaires must be ready before 10AM opening day and notify SFPA Management that they are ready to be

inspected. Concessionaires are required to be present during their inspection.

- iv) If concession stands are not set up by 10 AM on opening day, SFPA Management reserves the right to:
 - (1) Assign the location to another vendor and reassign the Concessionaire in violation another location of equal or lesser value.
 - (2) Impose a fine.
- v) SFPA Management will also conduct an inspection at the end of the Fair on all spaces leased to concessionaires in SFPA-owned buildings.
- vi) This inspection aims to ensure there is no physical damage to the leased space
- vii) Ensure no items (i.e., food) were left that could result in insect or rodent infestations.
- viii) Ensure all items that were in the leased space before leasing are accounted for, including but not limited to:
 - (a) Hood filters
 - (b) Fire extinguishers
- ix) Concessionaires will be notified in writing of any issues discovered during this inspection.
- x) Concessionaires will be invoiced for any damages, missing items, removal of food or items left that could result in insect or rodent infestation, and any labor associated with these costs.
- xi) Concessionaires who do not pay upon receipt of the invoice will not receive a renewal for their lease agreement.

c) Trash Disposal and Recycling

- i) Concessionaires are responsible for keeping their leased space neat and orderly. and must clean their leased space throughout the day and at the end of each day.
- ii) **Trash**
 - (1) Concessionaires are responsible for disposing of their own trash.
 - (2) Fair staff will clean all walkways, aisles, and streets throughout the day and after the Fair closes.
 - (3) Once cleaning is complete, no additional trash should be placed outside.
 - (4) All trash must be placed in the appropriate receptacles located on Fairpark grounds.
- iii) Improper disposal of waste will result in a [fine](#). This includes the improper disposal of general trash, food and beverages, food and beverage products, and food by-products).
- iv) SFPA Management will not provide:
 - (1) Trash receptacles for use in concessions leased space.
 - (2) Receptacle liners.
- v) At the end of the Fair, the leased space must be vacated, cleaned, and left free of debris.
- vi) **Recycling:** The SFPA has a recycling program and expects all vendors to participate.
 - (1) **Cardboard & Plastic**
 - (a) The Fairpark has designated locations for proper cardboard disposal.
 - (b) All boxes must be broken down and placed only in these areas.
 - (c) Refer to the map provided in the Concessionaire Packet for details.
 - (d) Clean plastic and paper items can be placed in the blue recycling containers located on the grounds.

d) Grease Disposal

- i) A Grease Disposal service is free of charge and may be arranged by SFPA Management.
- ii) Grease barrels are located near popular concession spaces and are surrounded by moveable to prevent contamination with garbage. Refer to the map provided in the Concessionaire Packet for details.
- iii) Grease barrels may not be removed from their location at any time.
- iv) It is the responsibility of the Concessionaire to take their grease to the disposal locations.
- v) No grease shall be dumped into the sanitary sewer line or the storm water system under any circumstances.
- vi) A per occurrence [fine](#) will be levied against any Concessionaire who is discovered to have improperly disposed of grease.

- vii) If grease is found to have been disposed of in the sanitary sewer or stormwater system and the responsible party cannot be identified, all Concessionaires in the affected area will be assessed a [fine](#).
- viii) The concessionaire is responsible for any other costs associated with the infraction (i.e. cleaning and city-imposed fines) in addition to the fine.

e) Hood Systems

- i) Concessionaires operating in a building owned by the SFPA and doing any type of frying are required to have an approved hood system.
- ii) Fairpark hood systems are serviced annually in accordance with the State Fire Marshal and are inspected and operable.
- iii) Concessionaires who have the privilege of operating in a building with a hood system are responsible for any damage to the system and will be responsible for paying the cost of any repairs.

19) Restricted Products and Services

a) Offensive Items

- i) Items determined offensive, inappropriate, or unsafe by the Fair Management, in its sole and absolute discretion, whether pre-approved or not, will be ordered removed. Controlled Substances & Drug Paraphernalia

b) Controlled Substances & Drugs

- i) In the interest of promoting the health, safety, and welfare of all people on or about the remises of the Utah State Fairpark, the following will not be allowed to be produced, manufactured, dispensed, advertised, or possessed on said premises:
- ii) Controlled substances as defined in the Utah Controlled Substances Act, Title 58, Chapter 37a
- iii) Drug Paraphernalia as defined in the Utah Drug Paraphernalia Act, Title 58, Chapter 37a, Imitations scintillate as defined in the Imitation Controlled Substances Act, Title 58, Chapter 37b, Utah Code Annotated, 1953, as amended.

- c) Any items prohibited by State and Federal Laws.

d) Smoke & Airborne Particles

- i) Any smoke, airborne dust/particles due to Concessionaire space must be contained to the Concessionaire best ability and be monitored at all times.
- ii) If SFPA Management deems this is not being maintained to the best of the Concessionaire ability, Concessionaire will be asked to close their space until they can determine a way to properly maintain the particles.
- iii) Live flame candles are prohibited.

e) Stickers & Adhesive Products

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

f) Balloons

- i) SFPA reserves the exclusive right to sell balloons.
- ii) Vendors will not be allowed to sell or give away balloons.
- iii) Helium Balloons are strictly forbidden on Fairpark grounds.

20) Fire & Safety Regulations

- a) This section is intended to highlight certain Fire and Safety regulations. By no means are these the only Fire and Safety regulations Concessionaires must follow. It is the responsibility of the Vendor to know what regulations apply to their operations.
- b) The State of Utah Fire Marshal Office will have jurisdiction over the Utah State Fairpark.
- c) SFPA Management reserves the right to update any of the Fire & Safety regulations at any time without notice to meet or exceed current Fire and Life Safety Standards.

d) Electricity Regulations

- i) Every stand must be installed and operated to provide access and visibility of any fire panel, pull station, visual audio device, and/ or exit signs. Full access must be made available to firefighting equipment.

- ii) All electrical wiring will meet the latest edition of the National Electrical Code. Temporary wiring, as specified by this code, will be used for non-fixed wiring purposes.
- iii) **Extension Cords**
 - (1) Heavy-duty, three-prong, rubber or neoprene extension cords are permitted. Two-wire extension cords are expressly forbidden.
 - (2) Power Strips are allowable, but at no time can they be “daisy chained” (plugging one power strip into another) together.

e) Open Flame and Flame Retardant Material

- i) Smoking, open flames, and propane are prohibited in any and all buildings on the grounds.
- ii) There are designated outdoor smoking areas available.
- iii) Drapes, curtains, hangings, or other decorative material must be made from a noncombustible material or be treated and maintained by means of a flame-retardant process approved by the State Fire Marshal’s Office.
- iv) Any outdoor open flame must be preapproved by the State Fire Marshall and SFPA Management.
- v) Failure to get prior approval will result in automatic removal from the grounds.
- vi) In every location using an open flame or electric heat device must supply and have readily accessible at least one fully charged and operational UL-rated type 2A 10-BC dry chemical fire extinguisher of at least 2 lbs. net capacity.

f) Fire Extinguishers

- i) Any Concessionaire that is using cooking equipment that involves solid fuels, vegetable or animal oils, and fats must have a Class K rated portable extinguisher with current certification. The minimum requirement is one 2.5-gallon (9L) Class K wet chemical extinguisher.
- ii) Any Concessionaire that is deep fat frying with up to four fryers having a medium capacity of 80 pounds each must also have one additional Class K extinguisher of a minimum of 1.5 gallons (6L)
- iii) It is not required that Concessionaire’s portable fire extinguishers be certified in Utah, but they must have been inspected and certified to meet all NFPA regulations.
- iv) All extinguishers must be inspected by the Campus Fire Marshal and must be fully charged and in compliance.
- v) All non-refillable, single use-type extinguishers must not be older than 2 years.

g) Explosive Gases

- i) Explosive gases or flammable liquids will not be used in connection with any display unless by written approval of the Utah State Fire Marshal and SFPA Management.
- ii) All LP-gas containers having a water capacity greater than 2.5 pounds must be stored in an upright position with the valve end up. All LP-gas containers must be secured by rope or chain to stay in upright and cannot be knocked over.
- iii) Any combination of stored LP-containers exceeding a water capacity of 720 pounds must be stored a minimum of ten feet from any combustible material or structure.

21) Rule Violations

- a) It is the responsibility of the Concessionaire to read and understand the rules and regulations stated in the Space Lease Agreement Contract and in the Concessionaire Handbook.
- b) If the Concessionaire needs clarification, it is their responsibility to ask for clarification in writing to SFPA Management.
- c) Whenever a violation of any SFPA rule and/or regulation is noted by SFPA Management, an infraction ticket will be written, and a copy will be left with the Concessionaire or within their space if the Concessionaire is not present. Copies of each recorded violation will be reviewed and placed in the Vendor’s file. Any violations are cause for:
 - i) A Fine
 - ii) Not inviting the Concessionaire to return the following year.
 - iii) Immediate closure and expulsion of the Concessionaire from FAIR
- d) Any Concessionaire may have their exhibit closed until the perceived infraction is corrected.
- e) Any Concessionaire who is removed from the FAIR will forfeit all monies paid to the SFPA.

- f) If SFPA Management intends to impose the penalties listed here, or exercise rights conferred therein, Concessionaire agrees that SFPA Management may provide written notice of said violation to Vendor principal place of business, concessions attendant, or concession space if no attendant is present, or all of the above.

22) Fines & Fees

- a) This is not an inclusive list of fines and fees.
 b) Any Concessionaire found in violation of SFPA Rules and Regulations will potentially receive a minimum of a \$300 fine plus potential expulsion from the Fair without option for renewal.
 c) Warnings may be given in place of fines with the expectation that the next warning will be a fine.

| INFRACTION <i>*Each fee is per infraction unless otherwise stated.</i> | FINE or FEE |
|---|---|
| I. Not opening concession stand on time. II. Not being staffed during public hours of the Fair. II. Closing concession stand early. | \$100 per location |
| Any construction not approved in writing by SFPA. | \$1,000 + cost to return structure to original status. |
| Improper disposal of trash and cardboard | \$300 |
| Improper dumping of sewer, gray water and/or grease | \$500 + city-imposed fines and cost of cleanup |
| <ul style="list-style-type: none"> • Unapproved menu items, products &/or services • Unapproved drawings or free prizes | \$300 |
| Altered, duplicated, or reproduced entry and parking passes. <ul style="list-style-type: none"> • Including anyone found abusing parking passes (i.e., handing pass off to another person after parking vehicle in designated parking areas) | Up to \$150 for each pass |
| Certificate of Insurance (COI) not submitted by due date | \$30 + \$115 (cost of SFPA Insurance purchased on behalf of Vendor) |
| Vendor set up violations not corrected within the timeframe given | \$100 |
| Reconciliation payments not received by noon the following day | \$200 + doubles after each offense |
| Leaving key in cash drawer | \$200 + doubles after each offense |
| Space Lease Agreements and Outstanding Balances not paid in full by dates indicated | \$500 + amount previously owed to the SFPA |
| Missing scheduled time frame to check in and hook in Electrical. An automatic fine will be applied, and concessionaire will be moved to the end of the list. | \$300 |
| Change of electrical needs after deadline | Up to \$250 + Electricians Time + cost of electricity fee and any material required |
| Unauthorized use of electrical, water and/or sewer | \$300 |
| Marketing and Promo signage printed and laminated | \$50 per sign |
| Vendor egregious violation of Code of Conduct <i>i.e. fighting; vulgar actions; improper conduct towards staff, other vendors; and or conduct; inebriation; or others.</i> | \$500 + possibility of expulsion from event |
| Emergency use of Forklift | \$100 per occurrence |
| Returned Checks | \$75 per occurrence |
| | |

23) Deliveries & Freight

- a) All deliveries will need to be correctly labeled to ensure that delivery is properly made. SFPA Management cannot be held accountable for deliveries that are received and are improperly labeled. All packages should be labeled as follows:
- Your Business Name
 - C/O Utah State Fair
 - Your Assigned Building or Section Your Space Number
 - 155 North 1000 West
 - Salt Lake City, UT 84116
- b) Once a shipment is received, it will be delivered to the Concessionaire at the rate listed below unless the Concessionaire otherwise notifies the receiving clerk before accepting the shipment.
- i) Packages (any size) - Free
 - ii) Pallets - \$100 for forklift/operator (depending on availability*) ·
 - iii) Any shipment on a pallet that must be unloaded from the delivery truck with a forklift will be assessed a \$100 (one hundred dollar) charge.
 - (1) No "waiting" time for a forklift is allowed.
 - (2) **Forklift availability is NOT guaranteed; shipping trucks are advised to use their own gate-lift and pallet jacket for larger deliveries.*
 - iv) Additional charges may apply for odd-sized or special deliveries.
- c) Packages can also be picked up by Concessionaires from Shipping and Receiving located in the Operations Building on the Northwest end of the Fairpark (behind the Arena)
- d) Only authorized personnel may sign for packages.
- e) Concessionaires are responsible for their own unloading and loading of displays.
- f) Package deliveries are made on an availability basis.
- g) Receiving and delivery charges are payable at the time of delivery to the Concessionaire.
- h) Concessionaires are responsible for storage of their own inventory, packaging, equipment, etc. No merchandise, display materials, boxes, crates, equipment, etc., will be allowed to be stored on Fairpark property other than inside the vendors/concessionaires leased space or personal vehicle(s).
- i) Any items left in unauthorized areas of the Fairpark for any extended period will be discarded.

24) Teardown/Load Out

- a) No concession stand or portion thereof may be torn down or removed before 10 PM on the closing night of the Fair without prior written consent from SFPA Management.
- i) Concessionaires may begin space load out at 10 PM* closing day **only if:**
 - (1) Final reconciliation has taken place
 - (2) The Concession Auditor gives the approval.
 - ii) **Vehicles will not be permitted access on grounds until Management gives all clear for attendee safety.*
- b) Do not leave valuable articles in concession stands on the last night of the Fair.
- c) Commercial exhibit buildings will be open for load out the following hours.
- i) Approximately two hours following the close of the Fair on Sunday
 - ii) Monday between 7 AM and 1 PM.
- d) Outdoor Concession Stands can be taken down after the close of Fair on Sunday night. The grounds will be open most of the night for their load out.
- e) Vehicles may be brought onto the ground once they have been deemed safe by SFPA Management.
- f) Outdoor exhibits may also be accessed the following day between 7 AM and 9 PM
- g) **Wristbands**
- i) For security, wristbands will be given out in Concessionaire Packets and should be worn by anyone on your team needing access to the Fairpark and your concession stand on Monday morning.

ii) If you need additional wristbands, they must be picked up in the Administration Building.

h) Release Forms

- i) A written and signed release must be obtained from the supervisor of your area when removing articles and exhibits from the grounds.
- ii) The purpose of the written and signed release form is to:
 - (1) List the goods that are being removed from a Concessionaire's space.
 - (2) Prevent theft.
- iii) Concessionaires will obtain a release form at the time of final settlement once full balance owed to SFPA from food & beverage sales is fully paid.
- iv) Concessionaires without a release form will not be allowed to exit SFPA or remove any equipment, stand displays, trailers, tents, or products.
- v) Signed release forms must be presented to security upon leaving the Fairpark. Without this form, vendors and concessionaires will not be allowed to proceed off grounds.
- vi) Release forms are also available in the Administration Building the Monday following the Fair from 8 AM to 4 PM
- i) Tents used during the Fair are taken down on Monday at 1 PM, the day after the Fair closes.
- j) Any display or structure left on the SFPA after the second day of fair closing will be charged a [per day storage fee](#) or may be considered abandoned by SFPA Management.
- k) Concessionaire leased spaces not returned to SFPA as they were received i.e., clean and clear of debris, signage, structures, etc. may not be considered for renewal the following year.