

Let's go
RETRO
SAN DIEGO COUNTY FAIR
2024
JUNE 12–JULY 7 SDFAIR.COM

Licenses' Handbook
**FOOD CONCESSIONAIRES
& COMMERCIAL VENDORS**



**SUPPORT THE
JR LIVESTOCK EXHIBITORS**

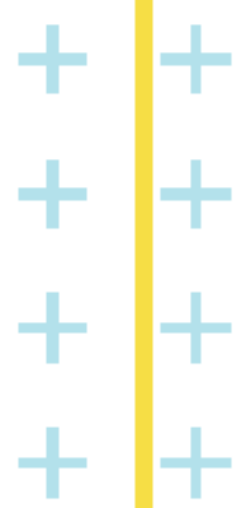
DONATE

TO THE JLA EXHIBITOR FUND

TAX DEDUCTIBLE DONATIONS

IN RECOGNITION OF YOUR DONATION:

- **SIGNAGE IN THE LIVESTOCK BARNs**
- **THANK YOU IN THE AUCTION BOOK**
- **SIGNAGE AT THE LIVESTOCK AUCTION**



**FOR MORE INFO CONTACT
DEE DPRESTININZI@GMAIL.COM OR
ALYSON BSCCDIST@GMAIL.COM**



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LICENSEE HANDBOOK • RULES & REGULATIONS • EXHIBIT A

SAN DIEGO COUNTY FAIR

Wednesday, June 12 through Sunday, July 7
(closed Mondays & Tuesdays)

Fair Gate Operating Hours*:

Wednesdays, Thursdays, & Sundays: 11:00 am–10:00 pm

Fridays, Saturdays: 11:00 am–10:00 pm

VENDOR OPERATING HOURS* (FOOD & COMMERCIAL)

*Closing times are approximate based on attendance; all hours are subject to change.

	SUN	MON	TUE	WED	THU	FRI	SAT
	JUNE 16	JUNE 17	JUNE 18	JUNE 12 JUNE 19	JUNE 13 JUNE 20	JUNE 14 JUNE 21	JUNE 15 JUNE 22
AVENUE, CONCOURSE & SKYWAY	10:45 AM–11:00 PM	CLOSED	CLOSED	10:45 AM–11:00 PM	10:45 AM–11:00 PM	10:45 AM–midnight	10:45 AM–midnight
ALL OTHER OUTDOOR AREAS	10:45AM–10:00 PM			10:45AM–10:00 PM	10:45AM–10:00 PM	10:45AM–11:00 PM	10:45AM–11:00 PM
BUILDING HOURS	10:45AM–9:00 PM			10:45AM–9:00 PM	10:45AM–9:00 PM	10:45AM–9:00 PM	10:45AM–9:00 PM
	JUNE 23	JUNE 24	JUNE 25	JUNE 26	JUNE 27	JUNE 28	JUNE 29
AVENUE, CONCOURSE & SKYWAY	10:45 AM–11:00 PM	CLOSED	CLOSED	10:45 AM–11:00 PM	10:45 AM–11:00 PM	10:45 AM–midnight	10:45 AM–midnight
ALL OTHER OUTDOOR AREAS	10:45AM–10:00 PM			10:45AM–10:00 PM	10:45AM–11:00 PM	10:45AM–11:00 PM	
BUILDING HOURS	10:45AM–9:00 PM			10:45AM–9:00 PM	10:45AM–9:00 PM	10:45AM–9:00 PM	
	JUNE 30	JULY 1	JULY 2	JULY 3	JULY 4	JULY 5	JULY 6
AVENUE, CONCOURSE & SKYWAY	10:45 AM–11:00 PM	CLOSED	CLOSED	10:45 AM–11:00 PM	10:45 AM–11:00 PM	10:45 AM–midnight	10:45 AM–midnight
ALL OTHER OUTDOOR AREAS	10:45AM–10:00 PM			10:45AM–10:00 PM	10:45AM–11:00 PM	10:45AM–11:00 PM	
BUILDING HOURS	10:45AM–9:00 PM			10:45AM–9:00 PM	10:45AM–9:00 PM	10:45AM–9:00 PM	
	JULY 7	JULY 8	JULY 9				
AVENUE, CONCOURSE & SKYWAY	10:45AM–11:00 PM	TEAR DOWN	TEAR DOWN				
ALL OTHER OUTDOOR AREAS	10:45AM–10:00 PM						
BUILDING HOURS	10:45AM–9:00 PM						

ALL VENDORS MUST BE READY 15 MINUTES PRIOR TO GATE OPENING (BY 10:45 AM)

It is the responsibility of the Licensee to familiarize yourself and your employees with the following Rules & Regulations. Failure to comply may result in termination of contract and may affect future participation with the San Diego County Fair.

PURPOSE, MISSION, VISION & VALUES

22ND DISTRICT AGRICULTURAL ASSOCIATION

DEL MAR FAIRGROUNDS

The 22nd DAA board and staff have been actively engaged in a strategic planning process that has elaborated on its purpose, mission, vision, and organizational values in pursuit of ensuring a quality experience to guests and patrons of the Del Mar Fairgrounds.

PURPOSE

We are a timeless community treasure where all can flourish, connect, and interact through year- round exceptional experiences.

MISSION

We connect our community through shared interests, diverse experiences, and service to one another in an inclusive, accessible, and safe place with an emphasis on entertainment, recreation, agriculture, and education.

VISION

We will be the community's iconic place for social interaction and cultural expression, honoring traditions, embracing innovation, celebrating excellence, and having fun.

VALUES

- | | |
|-------------------|--|
| Fun! | We believe in celebrating the ordinary and the extraordinary in unique ways. |
| A+ Quality | We believe in creating exceptional and memorable experiences. |
| Integrity | We believe in being responsible to our community, the environment and to one another. |
| Respect | We believe in providing an inclusive and interactive place where all people can connect. |
| Service | We believe in purposeful and inspiring engagement. |

These values are emphasized when evaluating partnerships and programs, including commercial exhibitors and concessionaires. The 22nd DAA continues to strive to provide safe, quality experiences for the enjoyment of our patrons, resulting in an overall positive economic impact.

YOUR APPLICATION

GENERAL POLICIES AND SPACE RENTAL

The San Diego County Fair management reserves the final and absolute right to interpret rules and regulations and to arbitrarily settle and determine all matters, questions, or differences in regard thereto, or otherwise arising out of, connected with, or incident to the San Diego County Fair. It further reserves the right to determine unforeseen matters not covered by these rules, to amend or add to these rules as in its judgment it may determine necessary.

NEW VENDOR APPLICATION

- A. Applications will be available on our website at [redacted]. The application must be returned by the specified date. There is a \$40.00 non-refundable processing fee due with application.
- B. The application is not a commitment by management or the applicant.
- C. Consideration will be given to each applicant who submits a completed application on time, and notification of acceptance or refusal will be made by the Concessions Office.
- D. If no space is available, the applicant's name may be placed on a waiting list. The selection criteria, outlined below, will be used to draw applicants from the waiting list.
- E. Vendors on the waiting list will NOT be selected first come, first serve. Vendors on the waiting list will be selected based on product and best fit for the location that becomes available.

SELECTION CRITERIA

Each application for space rental during the fair is considered by management based on:

- product balance on the fairgrounds
- fiscal responsibility
- uniqueness and appeal of product
- space availability
- for returning applicants, a satisfactory history of evaluation as conducted by management.
- application presentation
- value to patron
- Shared values of organization: Fun, A+ Quality, Integrity, Respect and Service.
- Experience
- Appearance of booth/ stand

The sole decision for selection rests with management.

BOOTH OPERATION

Failure of Licensee to be fully moved-in and open for business on opening day of the Fair including failure to pass Health Inspections, continuous late opening and/or early closing of Licensee's space daily during the Fair, closing Licensee's space during normal operating hours of the Fair or closing Licensee's space early on closing night of the Fair— for any reason whatsoever and at the sole discretion of the Concessions Supervisor—are grounds for removal of Licensee's product, cancellation of Licensee's agreement and/or forfeiture of all rents and moneys paid to the Fair.

SOLICITATION

No roving vendor or solicitor, acting for a profit-making, non-profit, religious, or other organization or on its behalf shall be permitted on the Fairgrounds. All solicitations for either contributions or sale must be made from within the confines of the booth.

No person shall be permitted to distribute advertising matter, handbills, fliers, tokens, or other material at the San Diego County Fair, except from their leased vendor space. Tacking or posting of an advertisement, bill, sign, banner, or printed matter other than within the contracted space is prohibited. No one shall be allowed to solicit, distribute materials in aisles or while roving on the grounds. Anyone violating this rule is subject to removal from the Fairgrounds.

SPACE RENTAL POLICIES

The following policies shall apply to all San Diego County Fair Licensees:

- It shall be the policy and practice of the Board of Directors of the 22nd District Agricultural Association (22nd DAA) to establish and revise from time to time, fees or rates to be charged to individuals or entities utilizing vendor space during the annual San Diego County Fair.
- Criteria to be applied in the establishment of fees or rates for specific areas or facilities shall be limited to the following:
 - Volume or demand for space within specifically defined areas or facility or the fairgrounds generally.
 - Desirability of area or facility as indicated by potential traffic volume.
 - The nature of accommodation.
 - The degree to which services are rendered in the process of accommodating the licensee.
- Employees or Officers of the 22nd DAA and their families may not have a financial interest in any licensee on the grounds of the 22nd DAA.
- The misrepresentation of licensee ownership, operation or appearance on the application and photographs accompanying applications shall be grounds for immediate removal from the San Diego County Fair and the owner of such equipment waives all claims for damages against the 22nd DAA, its officers, agents and employees.
- The 22nd District Agricultural Association reserves the right to reject any application for space submitted by: (a) any person who has been convicted of a felony within the 5-year period immediately preceding the date of this application, (b) any person who, in the judgment of the 22nd District Agricultural Association poses a threat to the safety and security of its patrons, vendors, and/or employees.

Licensees will not offer or give any gift or gratuity to any employee or officer of the 22nd District Agricultural Association, as employees and officers are not permitted to accept them. Licensees solicited by District employees or officers for free gifts or services should immediately report such incidents to the Concessions Supervisor or the CEO.

SPACE ALLOCATION POLICY

- A. It is understood and agreed that Licensees from previous fairs do not automatically receive an invitation to return. There is no guarantee that a current space at the fair will ensure an invitation to subsequent fairs.

Each Licensee agreement is reviewed and acted upon in the best interest of the fair on an annual basis.
- B. If invited to return, every effort will be made to allot the same space as in the prior year, but management has the right to move Licensee to another location in the best interest of the fair at any time. There is no guarantee that a returning Licensee will be assigned the same space.
- C. Locations are assigned by management. Returning licensees may request a different location. Requests are accepted in written form only. Thoughtful attention will be given to such a request should space become available.

CONTRACTING FEES & REQUIREMENTS

FEES & PAYMENTS

General payment policy for All Licensees:

An administrative fee of \$40.00 will be charged for any check returned for ANY reason. Any contract not returned and not paid in full, including all fees and late charges, is subject to cancellation whenever fair management deems necessary.

An administrative fee of \$25.00 will be charged for any contract to which alterations have been made by the Licensee (changes to the contract must be made by the Concessions Office only). If there are any questions regarding the contract, please contact the Concessions Office. Attach a separate note with any corrections or changes and return the contract to the Concessions Office.

If payment is not received in the office by the due date, late fees will be assessed at the amount of 10% of the contract amount.

Please note that Late Fees will be reduced in half if a deposit of 50% or more of your space rental is received by the due date. The balance will be due as specified on your invoice.

If no payment has been received after 15 days of the due date on your rental agreement, your contract is subject to cancellation.

Please remember that late fees are to be utilized for unforeseen circumstances only and may affect future participation.

CREDENTIALS • DAILY ADMISSION AND EMPLOYEE BADGING

The number of employee badges and/or admission credentials allotted to each licensee will be noted on the contract. These credentials will be included in the licensee's information packet, which will be distributed from the Concessions Office upon check-in. Credentials will be released only to licensees or authorized personnel listed on the Credential Release Form.

The sole purpose of these credentials is for use by employees of the Licensee who are engaged in the operation of the contracted space. The courtesy passes provided with each contract are a single-day credential surrendered at the gate. Each person must submit a credential to gain entry to the grounds. Licensees and their employees can get their hands stamped at the gate when exiting for same day re-entry.

Licensees are expressly prohibited from selling, duplicating, giving away or reissuing admission credentials (passes). Violators will be removed from the fairgrounds and unable to operate at future District sponsored events.

You must come to the Concessions Office to fill out a badging form for each employee authorized to receive a badge-do not send your employees to the office as they are not authorized to sign for these credentials. Once the badging form has been filled out, the employee may take the form and payment to the badging location for photo I.D. If you wish to replace an employee who has been badged, you must present their badge along with a new badge form to the badging office in exchange for the new employee's badge.

If the staffing of your stand requires additional credentials than those allotted, a limited number of additional (reduced rate) credentials may be purchased at a discount price upon approval from the Concessions Office. Please be prepared to offer a written schedule of your employees to substantiate need and submit it with request to the Concessions Office. We encourage you to act on this early, as authorization cannot be guaranteed on the same day you apply. Please allow at least 24 hours for approval. Upon approval, you can purchase and pick up credentials in the Concessions Office.

Western Fairs Association (WFA) cards will not be accepted as admission at any gate. WFA cards must be brought to the Concessions Office to be exchanged for single day credentials or a photo ID badge.

**Credential packets may be
picked up beginning on:**

**FOOD CONCESSIONAIRES
TUESDAY, MAY 28**

**COMMERCIAL VENDORS
MONDAY, JUNE 3**

INSURANCE - GENERAL LIABILITY

General Liability insurance coverage is mandatory for all Licensees. There are three options for complying with insurance regulations:

- A. Certificate of insurance sent directly to the Concessions Office from the Licensee's agent (we will not accept certificates sent by the Licensee). Only originals with the original signature and without corrections are acceptable. Licensee's name and the insured must be identical. These certificates will only be accepted up to April 19th, 2024. After that date you will be required to purchase General Liability insurance. (Please see Exhibit B- Insurance requirements for required wording, etc. on the certificate.)
- B. CFSA Master List - if you have coverage through CFSA and are on their Master List, please provide your Master List number to the Concessions Office.
- C. Insurance coverage may be purchased from the California Fairs Service Authority through the Concessions Office. The fee for this will be \$250 made payable to the 22nd DAA. This amount contains both the insurance fee and administrative fees associated with processing this method of insurance. You should specify this option on the application form.

INSURANCE – WORKER'S COMPENSATION

California State Law Requires:

All employers must carry Workman's Compensation Insurance whether you have full, part-time or temporary employees. The policy must be current, valid and in force under the name of your legal entity which would be the same as your registration with the California State Board of Equalization, Employment Development Department, and the Internal Revenue Service.

Employees include ANYONE who is not a legal owner or a legal partner of the business.

Child Labor: Employees under eighteen years old; must have current school work permits, whether residents of California or out of state. Out-of-state minors must secure their work permit from the school district they reside.

The Fair is not able to assist Licensees with the purchase of the required Worker's Compensation Insurance; however, the following number may be helpful:

State Compensation Insurance Fund
(877) 405-4545
www.scif.com

PRODUCT SALES/RESTRICTIONS

Only those products listed on the contract may be sold or displayed.

If a request to sell certain items on the application is not reflected on the contract, those items were not approved for sale. No substitutions can be made without prior approval of management. Requests for product changes or additions (for returning Licensees only) must be received in writing with a photo/brochure, no later than April 19, 2024.

Management may restrict duplication of brand names, trade name articles, products or services in any given area. A contract does not grant Licensee any exclusive rights for the sale of any product unless the 22nd DAA expressly states so in the contract.

Misrepresentation of product or business on the application will result in cancellation of contract.

Any Licensee that is selling copyrighted or licensed merchandise must provide documentation that supports their right for selling these items. An original letter on company letterhead from the manufacturer is required. Any sale of unlicensed T-shirts or any other copyrighted material is prohibited and may result in the cancellation of contract.

Exclusive Items: Balloons, inflatable toys, and glow-in-the-dark novelty items are covered under the 22nd DAA's novelty contract as exclusive items for sale by that contractor only. These items may not be sold, displayed, or used as giveaway promotions by any other Licensee or participant in the San Diego County Fair.

Use of the San Diego County Fair logo is prohibited without written permission; please contact the Concessions Office for details.

PROHIBITED ITEMS

The following may not be sold, displayed, or given away on the fairgrounds:

- **Offensive items:** items determined offensive by the District, in its sole discretion, will be ordered removed. Alcohol concealment containers, items referring to alcohol abuse, drug use, violence, and pornography or suggestive in nature are not permitted.
- **Hazardous items:** stun guns, switchblades, hunting knives, straight razors, brass knuckles, high-powered water guns, rubber band toys/guns, fireworks, pyrotechnical equipment, martial arts weapons, products made from any endangered animal, and laser pointers / laser mouse.
- **Stickers:** A fine of \$200.00 per occurrence will be assessed to any Licensee whose stickers are found anywhere on the grounds. Any Licensee found to be giving away stickers will receive a violation notice, which may jeopardize future participation in the fair. Exceptions will be made to licensees who sell prepackaged sheet stickers, however prior approval must be obtained from the Concessions Office.
- **Flyers:** A fine of \$500.00 per violation applies to the distribution of flyers outside your booth. Advertising by means of posters, handbills, flyers, etc., on buildings, trees, posts, parked vehicles or other places is not permitted, nor will anyone be permitted to distribute advertising material outside their assigned space. Placing advertising material on or in automobiles on the fairgrounds is specifically prohibited.
- **Polystyrene (Styrofoam) food containers:** A daily fine of \$50.00 will be assessed until the situation is corrected with ecologically safe materials.
- **Halogen lights:** All lights for display, etc. must be LED

Management reserves the right to determine whether an item is considered offensive, dangerous or in poor taste, and to prohibit the sale/display of such an item.

SUBLEASING/BOOTH SHARING

Licensees are prohibited from subleasing, assigning, or apportioning the whole or any part of the contracted space allotted for exhibiting, or selling any goods not sold by the licensee in the regular course of business. No subleasing of space shall be allowed under any circumstances.

Subcontracting shall be allowed only to permit a manufacturer to sell its own product through a third party. No subcontracting or subleasing shall be allowed to a third party to sell, advertise, or exhibit anything but the assigned licensee's goods or services.

The contract of any licensee engaging in such prohibited actions shall be subject to immediate cancellation.

REFUND INFORMATION

If a licensee cancels prior to the fair, the refund of payments made is as follows:

Concessions Office receives cancellation notice in writing between:

January 1–March 3	=	75% of contract amount will be refunded
March 4–April 3	=	50% of contract amount will be refunded
April 4–May 4	=	25% of contract amount will be refunded
May 5 or later	=	No Refund

All requests for refunds must be made in writing and are subject to approval by the Board of Directors.

If the contract is dated after May 1, refunds are granted on a case-by-case basis, upon approval of the Board of Directors.

LICENSES, PERMITS & APPLICATIONS (INCLUDING FEDERAL, STATE & COUNTY LAWS AND ORDINANCES)

BUSINESS LICENSES AND PERMITS

All licensees will be required to comply with all applicable licenses & permits.

HEALTH CODE REQUIREMENTS / SERVSAFE / SAFE FOOD HANDLING FEE

Each food facility shall have an owner or employee who has successfully passed an approved and accredited food safety /ServSafe certification examination.

All food vendors & commercial vendors who sample must meet California Uniform Retail Food Facilities Law Requirements as administered by the San Diego County Department of Environmental Health. Non-compliance with health codes will be considered a breach of contract. Contact the Health Department directly with any questions at (619) 338-2222.

Licensees are responsible for obtaining their own health permits from the County. All Health Permit fees will be paid directly to the Health Department. Should the need arise for additional inspections, the owners are responsible for those costs.

- Stationary & mobile food units must comply with CA Health & Safety Code Requirements. If the unit is not certified, you must call the Department of Environmental Health for an appointment for certification.
- Only units with approved water & sewer connections will be permitted. Fresh water hoses are to be white (with blue stripe); no other color hoses are acceptable. Wastewater hose for sewer connection may be any color except white. Black tape will not be accepted.
- Food processing stands inside buildings shall have smooth, non-skid floors, be in good repair, over concrete. Each stand is required to have a two-compartment stainless steel sink, a wall-mounted soap and towel dispenser, and hot water heater to provide hot water under pressure at the sink.
- Outside food preparation is not permitted. No steamers, cookers, flat grills or other preparation units may be located outside of mobile food unit or food processing areas inside buildings (exception: traditional BBQ).

No food will be permitted to be stored in the ice storage case. Refrigerators or freezers, separate from the ice case, shall be required for all foods.

NO FOOD STAND OR SAMPLING COMMERCIAL VENDOR WILL BE PERMITTED TO OPERATE WITHOUT AN INSPECTION BY THE DEPARTMENT OF ENVIRONMENTAL HEALTH!

POSSESSORY INTEREST TAX

This rental may create a possessory interest subject to property taxation and the licensee may be subject to the payment of property taxes levied on such interest. Information concerning the possessory interest tax that results from your contract with the 22nd DAA is available from the County Tax Assessor's Office at 9225 Clairemont Mesa Blvd. SD CA 92123, or by calling their office at (858) 505-6088 or email at arccpi.fgg@sdcounty.ca.gov. In brief, the law states:

"Under State law, a possessory interest is the taxable value for the private use of nontaxable public property. The taxable value of the possessory interest is determined by considering the length of the rental, the rental payments, and the permitted use of space."

The property tax bill for the use of the space at the San Diego County Fair during June/July 2023 will not be issued by the County of San Diego until September/ October 2024. Please remember that this is in addition to and is not included in any other payments that were made to the 22nd DAA.

SALES TAX

The current local sales tax for San Diego County is 8.75% (subject to change). Sales tax must be declared as having been collected in Del Mar.

SELLER'S PERMIT

Any Licensee who will be selling or taking leads for future business must obtain a California state sales permit number. All licensees must file for this permit, even if only taking leads for future business while at the San Diego County Fair. A current, valid copy of your permit must be on file with the Concessions Office. Licensees without a valid seller's permit during the fair will be closed. Please be sure your permit is valid for the entire run of the fair and the name on the permit must match the contracted name.

The California Department of Tax and Fee Administration, formerly known as State Board of Equalization, wants to make doing business in California as easy as possible. You can register for a seller's permit or use a tax account online using electronic registration. Your Seller's Permit must have Del Mar listed as your location of doing business. Their website is www.cdtfa.ca.gov or contact them for questions at 800-400-7115.

WORK PERMIT

Employees under eighteen years old must have current school work permits, whether residents of California or out of state. Out of state minors must secure their work permit from the school district they reside.

SUPPORTING LOCAL FAIRGROUNDS

There is an easy, no cost way to support local fairgrounds & help ensure that the place where you hold your events stays in business. Are you willing to help? Every day, businesses like yours transact sales on fairgrounds throughout the State of California. You have to report those sales on your state tax return. Did you know that on the California tax return form, there is a space for you to enter the sales specifically made on California fairgrounds? Here is how it works:

STEP 1: Calculate your Sales on Fairgrounds

How much of your total sales volume took place on fairgrounds? Not sure if a fairground qualifies? Check the list at <https://www.cdtfa.ca.gov/taxes-and-fees/statefairgrounds-list.htm>

STEP 2: Report your Sales & Sales on Fairgrounds

You already report your annual sales on your state tax return. There is another line (or field if you report online) to report the amount of your sales (in dollars) that took place on all fairgrounds.

STEP 3: Feel Great for Supporting Fairgrounds!

State support for fairgrounds is directly related to the business activity that takes place on them. Reporting your sales helps ensure your fairgrounds will remain in business & in good repair to support your sales events.

**For more information visit:
<https://tinyurl.com/CAFairReporting>**

IMPORTANT INFORMATION • FROM A-Z

AMERICANS WITH DISABILITIES ACT (ADA)

The Americans with Disabilities Act (ADA) makes it illegal to discriminate against anyone because of a physical or mental impairment. It is the responsibility of each licensee and their employees to adhere to the requirements of ADA. In simple terms, every effort should be made to allow guests with disabilities to participate in the purchase of food or merchandise, receive services, etc. The following specific examples will be of assistance in accomplishing compliance.

All licensees at the San Diego County Fair must make a special effort to serve guests with disabilities, for example:

- If someone in a wheelchair needs assistance in ordering or receiving a product, extra effort should be made to assist this person, even if it requires sending an employee outside the concession stand or commercial space to take their order, provide service, or deliver the product.
- Your staff should be prepared to read your menu to a visually impaired guest.
- Strive to meet all reasonable requests. For instance, providing a small beverage in a large cup is a reasonable request for someone with a disability to make; it should be met.
- Remove a stool from counters with seating to provide wheelchair access to the counter and designate the location with appropriate accessibility signage.

Any questions, comments or complaints should be directed to the Guest Services office, located on the east end of the Grandstand.

It is the position of the San Diego County Fair that all guests be treated in an equal and courteous manner so that they may participate in the fun and enjoyment the fair offers while insuring a safe and enjoyable experience for all.

AUDIT / VIOLATIONS FOR FOOD CONCESSIONAIRES

Food Concessionaires must comply with audit requirements and any adjustments that are required as a result of an audit/evaluation conducted by management of the 22nd DAA.

If management determines a violation of audit policy has occurred, a \$200 fine will be issued for each violation. An audit violation may impact future participation.

All violations will be documented and become a permanent record on file. Violations do not have to be of the same nature for this step structure to apply. It is your responsibility to make your employees aware of the severity of audit violations. See also EVALUATIONS/VIOLATION SLIPS.

CASH REGISTER REQUIREMENTS FOR FOOD CONCESSIONAIRES

YOU MUST OPERATE USING A POS SYSTEM with an integrated credit card machine such as Clover System or Square POS for Retail. UACCEPT WILL NO LONGER BE ACCEPTED—traditional cash registers will not be permitted. All POS registers must be approved and registered with the 22nd D.A.A., with no exceptions. All POS systems must have the ability to report total daily sales for each day. The Clover system (using App Inspector and approved procedures) has been fully approved. Any other systems **MUST** be submitted for approval at least two full months before opening day and **MUST** meet our auditing requirements.

Every stand must have at least one POS register. Registers and their display must be clearly visible to customers when placing an order and making payment.

Maintenance of a POS register is the food licensee's responsibility, and the 22nd D.A.A. and associated staff will not repair or contract for repair on any cash registers. Any POS register problems and/or associated downtime must be reported immediately to the Auditing Department, with no exceptions. The Auditing Department reserves the right to ask for documentation of repair (and associated absence of register sales due to repair) or permanently

disabled POS registers. In some cases, permanently disabled POS registers may be stored in the Auditing Office until the end of the fair.

If you have only one POS register approved and it requires downtime, an auditor must be present for all sales made during this downtime.

All sales must be rung up on a 22nd DAA-approved and registered POS register, including credit card sales. Cash drawers must be closed following each sale. A continuously open cash drawer or use of separate cash box is prohibited.

All POS registers must have a functional credit card method of payment key, in addition to a cash method of payment key; and must be easily discernable by auditing personnel on nightly reports.

A POS register receipt must be given out with each transaction.

Please keep “No Sales” to a minimum. Excessive use of the “No Sale” key will be considered an indication that unrecorded sales have occurred, and a factored amount will be added to daily sales by the Auditing Department.

Over-rings: If a cashier makes an error after the sale has been finalized on the register, then it must be recorded on the over ring report and circled on the receipt. Over-ring receipts must be attached to the over-ring report. The correct sale amount must be re-rung into the cash register. If excessive over-rings occur, we will require you to program pre-set price keys that can be cancelled before hitting the total key. Voids are prohibited once a sale has been finalized – there should be no negative sales. Keep the receipt tapes from all over-rings and attach them to daily over-ring reports.

Under-rings: There should be no under-rings.

The Auditors have been instructed to report any repeated offenses to the Finance Director and Executive Team.

Daily sales figures as reported by the Auditing Department will be used as the basis for your final sales figures. For each approved and tagged POS, you will need to send a daily sales journal or a Z report after the close of each business day to the auditing team. Additional information will be provided when the auditing team comes to tag/register your POS. There is a way to automatically have the report sent via email after the end of the day, refer to your POS manual for instruction. All Z reports or daily sales journals must have a line item for the total dollar value of cash sales, and a separate line item for the total dollar amount of credit card sales. The auditors will review the information and record daily sales for rent calculation.

Every stand must have at least one approved and tagged/registered POS register. Each POS register must have the following demonstrated capabilities to be approved:

- Customer Display (must be visible to public),
- Continuous non-resetting grand total,
- Cumulative Z counter or daily sales journal reporting with time, date, and daily grand total,
- 30 day working battery back-up,
- Receipt function with date/time, transaction number, “San Diego County Fair”, company/stand and return/refund policy printed on each receipt,
- Consecutive transaction numbers,
- Daily sales journal or equivalent with a time and date stamp (such as X and Z report readings),
- App Inspector installed (on Clover POS),
- All other Fair tags **MUST BE** removed.

District reserves the right to approve the type of cash register used.

We require preset register keys; this allows for better auditing and also eliminates those large over-rings resulting from mistakes in number entry (e.g. \$55,000 instead of \$5.50).

CONDIMENTS

Each food stand must provide napkins, straws, and/or condiments (when applicable) to be available upon request. Condiment areas must be kept clean and fully always stocked.

COOKING OIL

All cooking oil used must be Trans Fat Free. Used cooking oil barrels will be provided by New Leaf Biofuel. Contact the Concessions Office if you require a backup barrel.

CREDIT CARDS SALES BY FOOD CONCESSIONAIRES

All stands must have the ability to accept credit cards as a form of payment from the customer and must take credit cards as a method of payment, unless otherwise determined by management. Please note that the state of California allows for posting of "\$10 minimum credit card purchase" signs. Any credit card machine problems and/or associated downtime must be reported immediately to the Auditing Department, with no exceptions.

You must provide us with copies of credit card machine batch reports daily, for each credit card machine you have. These daily batch reports must have the details of each transaction, including the date and time of each sale as well as the dollar amount, and must also have a credit card total \$ amount at the end of the report.

We will check daily to make sure that your batch report credit card sales totals match credit card sales reported by your cash registers in Z reports. In the event that these amounts do not match, and your batch report exceeds register-reported credit card sales by \$50 or more, we will add the discrepant amount into your daily sales totals and use this adjusted amount for rent calculations. The Auditing Department reserves the option to complete a detailed audit to attempt to reconcile differences in lieu of adding the discrepant sales back into daily sales totals the second time this occurs. Repeated discrepancies beyond a second time will result in violations in conjunction with a meeting between the concession owner/manager, the Finance Director, and the Auditing Supervisor, and the discrepant amount will be added into daily sales totals.

All licensees will be required to comply with all Federal credit card law policies.

DAMAGE / LOSS LIABILITY RELEASE

The 22nd DAA is not responsible for any damage or loss to merchandise or booth under any circumstances.

ECO (ENVIRONMENTAL) GUIDELINES

The Fairgrounds is in a beautiful location bordered by wetlands, Steven's creek, San Dieguito River and the Pacific Ocean. This reminds us every day that we are responsible for our treatment of the environment. While you are here, we expect you will also treat these resources with the respect they deserve by following our Eco Guidelines. Our goal is "Zero Waste." To help us get there, vendors are required to comply with the following requirements.

- **Batteries:** AAA-DDD batteries (no auto batteries) must be collected and recycled separately from the blue recycling bins. Please take them directly to the staff at the Recycling Yard in the Red Lot near the Fire Station and Warehouse.
- **BBQs:** Vendors are required to line BBQ pits to protect the asphalt from the continuous heat and the potential for grease spillage or splatter. Sand is an excellent barrier to assist with heat protection.
- **Bottles & cans** (glass, aluminum, steel/tin & plastic) go in the BLUE wheeled containers.
- **Cardboard boxes** must be emptied, broken down and recycled. Flattened boxes are to be deposited into the designated BLUE 3-yard bins behind buildings or in your area. There will be signs in the buildings with specific instructions on where you can leave your flattened boxes.
- **Food Scrap:** Vegetable & Fruit food waste is required to be deposited in the GREEN Food Scrap recycling bins. This includes all food prep and pre-consumer vegetable & fruit food scraps. Coffee grounds and tea leaves/bags are also acceptable. please NO raw meat, plastics, or trash in these bins.
- **Grease & Used Cooking Oil** disposal containers are provided. Grease may only be disposed of in these designated containers. You must protect the ground/pavement from grease spillage/splatter in your area. Failure to use the proper containers for grease

disposal will result in a \$250 fine and the possibility of not being allowed back to the fairgrounds the following year.

- **Hazardous Waste:** Paint, paint materials and all other hazardous wastes MUST be taken with you when you leave.
- **Hot Ash** may only be deposited into centrally located, clearly marked Hot Ash bins. Vendors must furnish their own containers to move the ash from your booth to the designated Hot Ash disposal bins.
- **Ice & Other Liquids:** Put all unwanted ice in the wash rack in the Maintenance Area. Please do NOT put ice or any other liquid in planters or on the ground. Storm drains are not to be used for disposal of anything. Please see Preventing Storm Water Pollution handout for specific rules and requirements.
- **Landscaping:** No licensee shall cut, trim, damage, or place anything in any of the Fair's landscaping. Dumping of wastewater or other liquids into landscaping is prohibited. Violators will be charged with time and material for repairs.
- **Packaging Peanuts:** Unwanted packaging peanuts MUST be bagged in CLEAR bags while you are inside a building (to help prevent the inevitable blowing of peanuts) and thrown into a trash bin. Do NOT put these in a recycle bin. If your packaging peanuts blow through the area, then you are responsible for chasing them down & keeping them from becoming litter.
- **Styrofoam/polystyrene** products and containers are prohibited. A daily fine of \$50.00 will be assessed until the situation is corrected with ecologically safe materials.
- **Trash:** Each /Licensee must keep their surrounding area free of trash. ALL trash must be bagged in CLEAR bags and deposited into trash dumpsters located all over the property. DO NOT leave bagged trash next to smaller trash cans in public areas- these are for the use of guests. After Fair closing all bagged trash can be left in the middle of the Avenue for fairgrounds staff to pick up.
- **Water Run-off:** ALL WATER RUN-OFF IS PROHIBITED! Any water that does not go directly into the sewer system violates the Clean Water Act. Alternate plans for cleaning your stands before arriving on the grounds and maintaining them during the run of the Fair need to be made. Water use that includes any water runoff from your stand is prohibited and is a violation of your contract and may result in fines/penalties.

Fairgrounds staff will be monitoring all areas for proper compliance with Eco Guidelines. Violations will be issued accordingly.

ELECTRIC OR GAS CARTS / SCOOTERS

All carts used on the fairgrounds must have a permit to be driven on the fairgrounds. Applications for Cart Permits are available on a limited basis from the Concessions Office. Cart maps will be provided when permits are issued. All drivers must follow designated cart paths.

A Certificate of Insurance for General Liability of \$1,000,000 as evidence of coverage is required before a permit can be purchased and will be kept on file in the Concessions Office. The certificate must state "Golf Cart Coverage" to be valid. Failure to do so will result in a \$200.00 fine and jeopardize future participation at the fair.

Bikes are prohibited on grounds other than those authorized by the District for Security and Medical personnel.

Carts are considered a safety hazard and Fair management shall have sole discretion to determine the use and limits of electric or gas carts on the grounds (no carts permitted in buildings at any time). Please note: Current California State Laws are applicable to any moving vehicle (including carts) – including that cell phone use must be hands free.

Skateboards or roller skates/blades/hover boards are prohibited on the fairgrounds.

EMPLOYEE DISCOUNTS

Licensees are not expected to offer, nor are they obligated to extend, discounted merchandise or food to employees or officers of the 22nd DAA. You are encouraged to notify the Concessions Office if approached or solicited by any employee asking for free or discounted merchandise or food.

EMERGENCY PROCEDURES

If you encounter an emergency while on the fairgrounds, your prompt assistance can be critical in preventing further damage or personal injury.

- Name or identify someone in the immediate vicinity to place an emergency call for help. If you are making the call, state this to those around you. By designating someone to make the call, no one mistakenly assumes it is being done by someone else.
- From a telephone, you must dial 858-792-4271 which will connect you directly to the Fairground's Emergency Dispatch.
- From a house phone dial x4271
- Nature of emergency i.e. fire, slip and fall, electrical hazard, potential life-threatening situation, etc.
- Condition of any injured person(s) and probable cause of injury, etc.
- Exact location i.e. name of building, nearest landmark (stage, midway, Family Funville , etc.)
- Your name
- Return to the accident scene and assist in directing traffic flow and foot traffic---serve as a warning beacon. When help arrives, provide them with directions and/or details if you can.

In the event of an emergency of a larger scale, the Emergency Operations Center (EOC) will go into effect and any pertinent information will be disseminated as needed.

FIRE SAFETY REGULATIONS

Contracted licensees will receive detailed information from the State Fire Marshall that must be available and accessible in your booth.

FORKLIFTS

Forklifts with operators for unloading heavy material may be available upon request through the Concessions Office. Arrangements must be made in advance and for a specific time. Please note that the 22nd DAA reserves the right of priority for use of the forklift.

“FREE GIFTS W/PURCHASE”

Licensees are prohibited from giving away any items free with purchase. This does not include a “buy one, get one free” policy.

Please note: No knives of any kind may be given away free with purchase.

INCLEMENT WEATHER

In the event of inclement weather, all booths (outdoor locations included) are expected to continue operating as per normal fair hours. Licensees are expected to make any necessary provisions for protecting stock from sun, wind, inclement weather, flooding, sprinklers, etc. The 22nd DAA is not responsible for damage to booth / merchandise.

MAIL AND SHIPMENTS

Letter-sized Mail:

If you plan to receive letter sized mail on-site during the fair, incoming mail for licensees should be addressed as follows:

Licensee Business Name
c/o Concessions Office
Location _____ Space # _____
Del Mar Fairgrounds
2260 Jimmy Durante Blvd.
Del Mar, CA 92014

There is a self-serve box in the Concessions Office where incoming mail is filed alphabetically by business name. Any mail not picked up by the end of the fair is forwarded to your address on file or returned to the sender. Overnight and express mail is delivered to the Administrative Office each morning then routed to the Concessions Office.

Outgoing mail may be sent from the Concessions Office provided it contains the proper postage. Stamps are not available on the fairgrounds.

Boxes & Oversized Mail:

All boxes and oversized mail should be sent to the Concessions Warehouse via a service such as Federal Express or UPS, addressed as follows:

Licensee Business Name
Phone Number
c/o Concessions WAREHOUSE
Location ____ Space # ____ Del
Mar Fairgrounds
2260 Jimmy Durante Blvd
Del Mar, CA 92014-2216

Incoming shipments of merchandise/material for Licensees will not be accepted by the 22nd DAA prior to June 1, 2024 Shipments which arrive prior to this date will be returned to the sender. Please, plan accordingly! Each package must be signed prior to picking up.

C.O.D. shipments are never accepted! Concessions warehouse personnel are not permitted to handle money or checks, please do not ask them to do so on your behalf.

Shipments will not be delivered to vendor booths (unless time allows) they will be held at the warehouse. Items are to be picked up by the end of the business day (6pm). Any unclaimed shipments will be returned to the sender the next business day. **NO EXCEPTIONS!**

MAINTENANCE & MATERIALS REQUESTS

If you require maintenance assistance for hookups of plumbing or electrical, please notify the Concessions Office. Assistance will be scheduled on a first come, first serve basis

To report spills, debris, or other janitorial concerns, contact the Janitorial Department by telephone at 858-755-1161 x4214 and they will arrange for assistance in that area.

Lumber, tools, electrical fixtures, light bulbs, plastic trash liners, paper towels, etc. are not available on the fairgrounds. Such material must be obtained from local suppliers at licensee's expense.

MEDIA/PUBLICITY

It is important that all publicity information be coordinated through one office. ALL media inquiries pertaining to the Fair and Fairgrounds must be cleared up through the Marketing & Media Department for accuracy and timeliness before they are distributed. Please send such materials media@sdfair.com. You may also drop off information at their office located in the administration building near the Plaza de Mexico.

The news media are always looking for story ideas, and they contact our Marketing & Media Department to get them. By giving your information to this department, you will make your job easier as well as ours.

MENU/PRICE LIST FOR FOOD CONCESSIONAIRES

Menu boards at each stand must be easily readable and visible from the front of the stand. Menu boards must state whether the price includes tax or not. "Tax Included," "prices do not include sales tax," "plus tax," or similar terminology. Once submitted and approved, menus cannot be changed without written approval from the Concessions Office.

All signage must be of a professional nature. No handwritten signs will be allowed. In addition, menu boards made with 'interchangeable' peg-like lettering will not be allowed.

MICROPHONES & AMPLIFICATION

Any use of music and/or sound amplification (microphones, etc.) must have prior approval from the Concessions Department.

MICROWAVE NOTICE FOR FOOD CONCESSIONAIRES

If a microwave is used in food preparation, Concessionaires must post a notice visible to the public to that effect.

NAPKINS: No loose napkins are allowed. They must be dispensed individually (either handed to customer, on a roll, or single napkin dispenser). Please use only biodegradable products whenever possible; knives, forks, spoons, cups, and unbleached napkins etc. to help our environment.

PAINTING

No painting of floors, booth backgrounds or space dividers will be permitted without written permission from the Concessions Office.

PIPE AND DRAPE

Any pipe and drape provided is the responsibility of the Licensee. Do not move pipe and drape without prior approval from the building superintendent. You will be held responsible for the cost if any pipe and drape is damaged or removed from your space. Any cost associated with damage to the tents will be the responsibility of the licensee.

PARKING

Parking is at a premium on the grounds during the fair. Licensees are responsible for advising their employees of all parking regulations.

- Vehicles will not be permitted within the enclosure of the fair at any time fair management deems necessary - specifically between the hours of 11:00 a.m. and midnight.
- Only vehicles with delivery passes will be allowed access (specific times listed on pass).
- No cars, cars with trailers, pickups or trucks will be allowed inside any building, at any time, for any reason.
- Licensees are expressly prohibited from selling, duplicating, or reissuing parking credentials. Violators will be removed from the fairgrounds and unable to operate at future District sponsored events.
- DO NOT park behind an RV that is not your own or you will be towed!

Red Lot Parking

The Red Lot (located behind the Exhibit / Bing Crosby Halls) is a preferred parking lot and as such each vehicle will require a red lot pass. Vehicles with no pass or a fraudulent pass will be towed at the owner's expense. Limited free vendor parking is available at another location.

There is no overnight parking.

To obtain a Red Lot parking space you will need to complete an application. A Red Lot Application will be emailed to you. If granted, you will receive an invoice for payment.

Duplication of a red lot pass will result in forfeiture of original pass and may affect future participation. Unauthorized use of a red lot pass will result in a \$200 fine.

Towing cars is necessary to maintain order in our parking lots and we will not hesitate to do so. In the event your vehicle has been towed please go directly to the Guest Services office located at the east end of the Grandstand where you will receive instructions on recovering

your vehicle. Do not go to the Concessions Office, as we will be unable to help you.

Parking in Public Lots

Public parking fees are available at sdfair.com. Credentials are not accepted in any public lot. For information on off-site lots and shuttle services, visit the fair's website at sdfair.com.

Parking Liability Limitation

The 22nd DAA is not responsible for fire, theft, damage to, or loss of vehicles; or articles left therein, on the premises. Any person parking in non-designated areas does so at their own risk, and is subject to towing and storage fees.

PETS

Pets may not be brought onto the fairgrounds without a permit unless they are entered in competitive events or other exhibitions. At no time will any pet be allowed in buildings, commercial spaces, midway areas, or any area accessible by the public. Animals are required to stay in your camper. The licensee is responsible for cleaning up after animals. Assistance dogs need to have proper identification.

PROHIBITED FOOD CONTAINERS: The use of all polystyrene (Styrofoam) containers is prohibited. Violators will be assessed a daily fine of \$50 until the situation is corrected.

PRIZE DRAWINGS

Raffles and Prize Drawings are not permitted. Special circumstances will be evaluated on a case by case basis.

RADIOS

Due to increased radio usage, it may become necessary for District staff to approve the frequencies used to avoid interference.

RECREATIONAL VEHICLE FACILITIES / RV SPACE PERMITS

A limited number of camping spaces with full and partial hook ups are available for licensees on the fairgrounds. Information regarding housing will be sent to you via e-mail. All required forms (or electronic submission) must be filled out as requested, regardless of previous participation. Backstretch guests must have back stretch badges. All curfew hours as stated in guidelines must be observed.

Note: The 22nd DAA, officers, agents, and employees are not responsible for damage that may occur while pumping recreational units.

QUEUING LINES

When necessary, Licensees are required to provide queuing lines to avoid blockage of main avenues or walkways. The use of stanchions to create queuing lines must be approved by the Concessions Office. Management reserves the right to eliminate the use of stanchions if it creates a safety hazard.

SALES SLIPS / RECEIPTS

Sales slips, with contracted business name, address and telephone number must be furnished with each item sold to a patron. This is for the licensee's protection as well as that of management. Failure to do so will result in a violation that can affect future participation. Bartering of products and/or services is not allowed.

The company name printed on the sales slip must match the name on the contract exactly. A copy of the receipt must be submitted with your signed contract.

SAMPLING OF PRODUCT

Sampling may be permitted on a limited basis only after obtaining prior approval from the Concessions Office and the Department of Health. The following guidelines are to be used by companies offering samples at the San Diego County Fair.

1. A food sampling application must be submitted. (Note there is a sampling fee that will be collected)
2. A written list of items to be sampled must be submitted to and approved by the Concessions Department.
3. Beverage samples are limited to a 2 oz. serving, container, or package.
4. Food samples limited to "bite size."
5. Food sampling must comply with all Health Department regulations. (See information attached to sampling application)
6. Food or beverage items cannot be used as "traffic promoters" (i.e. candy, popcorn, coffee, water, cookies) when not directly related to company's purpose or business.
7. Product must be appropriate to a "family atmosphere".
8. Product must be inherent to the space, company or organization offering it.
9. Samples may not congest aisle ways.
10. The people giving samples need to be clean and appropriately attired.
11. Items dispersed are limited to products manufactured, processed, or distributed by Licensee.
12. Must be Alcohol Free

SECURITY & THEFT PROTECTION

Booths should never be left unattended at any time during operating hours. Licensees should cover all valuable items when leaving the building or area after closing. Roving security guards will be on duty outside buildings after 10:00 p.m. Losses or infractions should be reported to the Security Office immediately upon detection.

Valuable items in outdoor booths such as televisions, or any other portable item should be properly secured, concealed, or taken with you at closing. It is suggested that licensees obtain a temporary insurance policy to cover their displays for the fair period, as an added protection against losses. Fair management will not be responsible for lost, damaged or stolen merchandise.

Should your operation require additional security, please keep in mind that the 22nd DAA has an exclusive contract with Elite Show Services Inc. This requires you to use only this company when acquiring additional security.

SET UP

New this year, all food stands and commercial exhibit spaces must be in place and ready by the end of day, Sunday, June 9. After this time, no vehicular traffic will be allowed. Licensees will be allowed to work in their booths and handcart items in. This will allow time for 2 days of "spit and polish" for signage, trash cans, benches, fencing, etc. to be placed.

SETTLEMENT FOR FOOD CONCESSIONAIRES

There will be a preliminary settlement during the fair (date to be determined). Dates and times will be posted in Auditing and communicated to you by Auditing staff.

Final settlement will occur on closing night, after the fair has closed, and on the following day. Projected settlement hours are from closing until midnight on closing night and from 9:00am until 2:00pm on the following day. Hours are subject to change and will be posted in Auditing and communicated to you by the Auditing staff. Violations will be issued to those who fail to settle by 2:00pm on the last settlement day.

SEXUAL HARASSMENT POLICY

The 22nd District Agricultural Association is committed to providing a work environment which is

free from sexual harassment. Sexual harassment refers to behavior which is not welcome, personally offensive and interferes with employees' effectiveness and work environment. Sexual Harassment is unacceptable and will not be tolerated.

SIGNS / BANNERS

Any changes to your top of stand marquee sign, banners, or side wings must have prior approval from the Concessions Department. No handwritten signs will be allowed. All signs must be professional in appearance.

Sidewalk signage must also have prior approval from the Concessions Department and approval will be granted on a case-by-case basis only.

SMOKE FROM STANDS (I.E. BBQ GRILLS)

All smoke from your stands must be controlled in such a manner as to not be directly blown towards the public/customers or into building openings

SMOKING

The Del Mar Fairgrounds is a non-smoking/non-vaping facility

SPONSORSHIPS / PROMOTIONS FOR FOOD CONCESSIONAIRES

Licensees will be required to participate in District sponsored promotions (i.e. - District beverage cups, exclusive beverages provided, food promotions, etc.) Details regarding specifics will be provided later.

STAND HOURS

Your stand must be open at designated hours as outlined. Your stand should never be left unattended!

STORAGE / WAREHOUSE SPACE

Information on warehouse storage will be distributed later.

SUPPLIERS

A list of suppliers will be distributed at a later date.

TIPS

Visually or verbally soliciting for tips is prohibited.

TRASH

It is the responsibility of each Licensee to keep the area surrounding their food stand, including tables, free of trash. All trash must be set out after the show closes at night, do not leave this until the morning as daytime pick-ups will not be made. Trash cans are for the use of the public. Do not pile trash next to the trashcans. A limited number of three-yard trash bins are available first come first served. See ECO GUIDELINES for more information.

UTILITIES FOR FOOD CONCESSIONAIRES

A worker will be sent to the food concessionaires location on a first come, first served basis, at the discretion of the Facilities Director.

All plumbing and electrical work required (other than 110-115 Volt outlet furnished by the fairgrounds) must be installed at licensee's own expense under the supervision of fairgrounds management. All such installations shall conform to regulations established by the applicable city,

state, and local governmental authorities.

Licensees are responsible for the proper installation and operation of their equipment. The fairgrounds will not be responsible for damage resulting from improperly wired or installed equipment.

All utility requirements must be marked on the concessionaires application for booth space. No hard wiring is permitted. All other concession units must comply by adapting to fairground connections.

Any changes to power requirements must be made known to management prior to set-up.

UTILITIES FOR COMMERCIAL VENDOR LICENSEES

One 20-amp duplex receptacle will be provided for every 10x10' booth. Plumbing and additional electrical connections are available in numerous locations on the fairgrounds. Special plumbing and electrical needs can be obtained at the licensee's own expense by completing a Maintenance Assistance Form in the Concessions Office.

Management reserves the right to deny requests for utilities. A worker will be sent to the licensee's location on a first come, first served basis, at the discretion of the Facilities Supervisor. Any emergency plumbing or electrical work will be charged double the normal fee.

All plumbing and electrical work required (other than the 20-amp duplex receptacle furnished by the fairgrounds) must be installed at licensee's own expense under the supervision of fairgrounds management. All such installations shall conform to regulations established by the applicable city, state, and local governmental authorities.

Licensees are responsible for the proper installation and operation of their equipment. The fairgrounds will not be responsible for damage resulting from improperly wired or installed equipment.

All utility requirements must be marked on the licensee's application for booth space. All booths must comply by adapting to fairground connections. If a licensee requires 208- or 240-volt electrical power, fair management must be advised of the following on the licensee's application:

- Type of equipment to be used.
- Voltage, amperage, and phase requirements.
- Exact positions in booth where electrical outlets shall be placed.

Please note 208, 240 or 3-phase electrical power is subject to availability and additional fees. A form must be completed in the Concessions Office and any additional charges paid in advance.

The 22nd DAA is not responsible for voltage fluctuation or power failure due to temporary conditions. For your protection you should install a surge protector. All electrical installations and connections to all electrical service should be made by a San Diego County Fairgrounds electrician.

REMINDER! No halogen lights will be permitted, all booth lighting must be LED

All electrical extension cords shall be of the heavy-duty three wire (grounded), hard-usage type. No two-wire extension wiring shall be allowed. All extension wiring shall be protected from physical damage and limited to 20 feet.

ATTENTION Licensees located along walls:

Do not block access to fire hoses or extinguishers and phone wiring on walls.

WATER POLICY FOR FOOD CONCESSIONAIRES

Each stand must provide water to any patron who requests it. Licensees are to provide water cups which can be obtained in the Concessions Warehouse.

WI-FI

Wi-Fi is available on the Fairgrounds. This is a shared and open internet source. Free WiFi has upload and download speeds average 1.2 mbps. **PLEASE NOTE:** Wi-Fi is geographically limited and we cannot guarantee that you will receive a strong signal. Please do not rely on fairgrounds wi-fi to meet your business' needs. You must provide your own cellular solution such as a cellular modem or hot spot.

ARRIVAL & SET-UP FOR FOOD CONCESSIONAIRES

CHECKING IN

Credential Packets may be picked up starting May 28, 2024. Licensee's arriving to set up are required to check in at the Concessions Office prior to setting up. Licensee's will not be allowed to pick up any credentials or open for business until all preliminary requirements (such as insurance, payments, licenses & other requirements set forth in the agreement are on file with the Concessions Office). An agreement may be terminated if any one of the preliminary requirements is not properly fulfilled prior to move in and set up.

No food concessionaire shall be set up unless their location has been spotted by Concessions management.

STAGING

If necessary, you may use the SW corner of the main parking lot for staging of your food stands beginning on May 15. There will be no food stand staging in the Green Lot.

ARRIVAL & SET-UP FOR COMMERCIAL LICENSEES

CHECKING IN

Credential Packets may be picked up starting June 3, 2024. Licensees arriving to set up must be checked in at the Concessions Office before setting up. Licensees will not be allowed to pick up any credentials or open for business until all preliminary requirements (such as insurance, payments, licenses & other requirements set forth in the agreement are on file with the Concessions Office). An agreement may be terminated if any one of the preliminary requirements is not properly fulfilled prior to move in and set up.

Upon check-in you will receive your information packet which includes your parking pass, credentials (daily admission passes), and other pertinent information. This packet will only be released to those authorized to do so on the credential release form.

Any licensee failing to check-in by 12 noon on Sunday, June 9, 2024 will have their space resold without further notice.

BOOTH SET-UP

Vendor buildings/canopied areas will be available for occupancy as follows:

June 8 • 8:30 am–4:30 pm
June 9 • 8:30 am– 8:00 pm
June 10 • 8:30 am–10:00 pm
June 11 • 8:30 am–3:00 pm

**All booths must be set up by 3:00 pm Tuesday, June 11.
There will be no vendor vehicle access on Tuesday, June 11.
You will have to handcart any items to your booth on this day.**

'Spit and Shine' Day • Monday June 10-Wednesday, June 12, 8:00 am–11:00 am for last minute sprucing up before doors open

No vehicles, including golf carts, will be allowed in the buildings during set-up or any other time.

Licensees will be responsible for the installation and disassembling of their own displays. No part of the display should interfere in any way with another vendor. (See BOOTH SPECIFICATIONS)

Dates / Hours of set-up are subject to change.

BOOTH APPEARANCE

The licensee is responsible for the maintenance and attractive condition of assigned space. Space must be cleaned and put in attractive condition prior to the official opening time each day of the Fair. All storage of supplies, boxes, or cases must be kept from the view of public.

The licensee will maintain booths or displays neat and orderly and provide adequate skirting to screen the underneath, rear, and backside storage from public view.

To upgrade our show, it is recommended that Licensees provide floor covering for their booths and professional table skirting.

BOOTH DECORATIONS

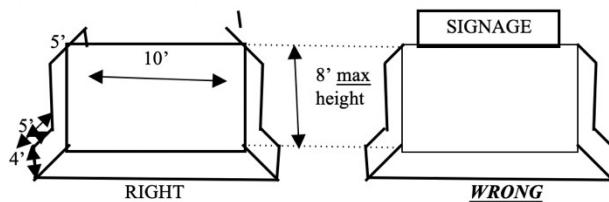
Licensees may decorate their booths or employ an independent firm to do so at their own cost. All materials must be flameproof with final approval resting with the State Fire Marshal and local fire safety authorities. (See FIRE REGULATIONS)

BOOTH DISPLAY / LIGHTING

In an effort to become more energy efficient, we are enforcing a zero-halogen lighting policy. All lighting (for displays and otherwise) must be LED products only.

BOOTH SPECIFICATIONS

Display heights at rear of booth along all building walls or permanent partitions shall not exceed eight feet (8'). Side partitions and display material shall not exceed 48 inches in height for a distance of five feet from the aisle. Side partitions for the remaining five feet (middle of the booth to the back wall) shall not exceed eight feet.



ATTENTION: Although your application may have been approved with a booth photo/design that did not conform to the step-down design required, it is mandatory that your design/display be altered to conform with the step-down restrictions. Please refer to the specifications outlined.

No part of the booth shall extend beyond the step-down design or block the view to adjoining displays without prior approval from the Concessions Office. All above-mentioned height requirements must be observed. Noncompliance could affect future participation with the 22nd DAA. Standard back wall partitions will be supplied by fair management.

All backgrounds and side dividers must be designed so that any part exposed to view, inside, outside or from neighboring booths, must have a finished appearance.

Aluminum poles used in booth must be either painted or covered. If painted, there must be no chipping of paint.

Anyone wanting to exceed the eight-foot limit or 4' step down must first obtain clearance from the Concessions Office to do so. Without prior clearance, you may be required to alter your display to conform to the eight-foot limit. Allowances will be made at the sole discretion of the Concessions Office, whose decision will be final.

FAIR-TIME BOOTH OPERATION FOR FOOD CONCESSIONAIRES

BOOTH STAFFING & PERSONNEL

Your booth must be properly staffed during fair operating hours. Your booth should never be left unattended!

The licensee shall be solely responsible for the conduct and personal appearance of all personnel in his/her employ. Such employees shall be neatly dressed, orderly and polite in their conduct and speech. Models dressed inappropriately (i.e., bathing suits of any kind, etc.) are prohibited. Staff may not wear tank tops, cut-offs, or flip flops. Dress shorts, collared shirts, slacks, and closed-toe shoes are recommended. **ALL PERSONNEL ARE REQUIRED TO WEAR A PROFESSIONALLY MADE (NO HANDWRITTEN) NAME TAG.**

Intoxication, use or possession of any controlled substance, or impolite, discourteous, or obscene speech or conduct toward, or in hearing range of the public shall be sufficient grounds for termination of this contract at the sole discretion of Fair Management.

Each vendor/Licensee owner and manager are responsible for any claims, liabilities and actions relating to the conduct and representation of their personnel.

EVALUATIONS/VIOLATION SLIPS

Food space evaluation includes but is not limited to proper use of cash register procedures, posting of microwave sign, observation of hours of operation, compliance with recycling regulations, compliance with auditing procedures, cleanliness/appropriate attire of personnel, courtesy of personnel, proper clean-up and disposal of waste products, professional board posted with prices, and complies with proper food handling procedures.

It is your responsibility to make your employees aware of the impact these evaluations have on future participation at the fairgrounds. Response to written violations should be provided on the back of the violation slip and returned to the Concessions Office within 24 hours. Violations play a key role when deciding to invite a Licensee back to the San Diego County Fair.

Licensees must comply with any adjustments deemed necessary due to an evaluation conducted by the 22nd DAA.

UNAUTHORIZED USE OF ADDITIONAL SPACE

All booth material and merchandise must remain within the Licensee's assigned space. All business transactions must be done within the perimeter of the leased space. Any vendor drawing a large crowd of people must ensure that the crowd does not block or prevent the normal flow of foot traffic or adjoining booths. Unauthorized use of additional space will result in a violation and the Licensee will be billed at the prevailing rate.

FAIR-TIME BOOTH OPERATION FOR COMMERCIAL LICENSEES

AREA / BUILDING SUPERINTENDANT

An area Superintendent from the Concessions Department is assigned to each area of the

grounds and is available for assistance. Area/Building Superintendents are an integral part of the Concessions Department and report directly to the Concessions Supervisor. The Superintendents are representatives of the San Diego County Fair and have the right and authority to inspect and regulate activities as outlined in the rental agreement and the Licensee's Handbook under the direction of the Concessions Supervisor.

Area/Building Superintendents should be contacted regarding any problems, concerns, or assistance required. If one is not available, please contact the Concessions Department at 858-792-4218.

The Area/Building Superintendents shall have full authority within the entire fairgrounds for the duration of the event (from the move-in dates until the end of move-out) and reserve the right to issue instructions.

BOOTH STAFFING & PERSONNEL

Your booth must be properly staffed during fair operating hours. Your booth should never be left unattended!

A licensee shall be solely responsible for the conduct and personal appearance of all personnel in his/her employ. Such employees shall be neatly dressed, orderly and polite in their conduct and speech. Models dressed inappropriately (i.e., bathing suits of any kind, etc.) are prohibited. Staff may not wear tank tops, cut-offs, or flip flops. Dress shorts, collared shirts, slacks, and closed-toe shoes are recommended. **ALL PERSONNEL ARE REQUIRED TO WEAR A PROFESSIONALLY MADE (NO HANDWRITTEN) NAME TAG.**

Intoxication, use or possession of any controlled substance, or impolite, discourteous, or obscene speech or conduct toward, or in hearing range of the public shall be sufficient grounds for termination of this contract at the sole discretion of Fair Management.

Each vendor/Licensee owner and manager are responsible for any claims, liabilities and actions relating to the conduct and representation of their personnel.

CLEANING YOUR BOOTH

All booths must be kept clean and orderly. Rubbish must not be swept into aisles except immediately after closing. Refuse cans are provided outside the vendor buildings for the licensee's convenience. Large trash items (i.e., boxes) should not be disposed of in refuse cans provided inside the buildings as these are strictly for public use. Area/Building Superintendents will designate the proper areas for these large items. (See ECO GUIDELINES)

Trash bags left in the trash compacting area are for District use only. Please do not help yourself!

EVALUATIONS/REMINDER SLIPS

To produce a quality, attractive, family-oriented experience for our patrons, all booths are evaluated during the fair. Evaluations are based on the general appearance of the booth, personnel, management practices, and compliance with rules/regulations governing operation. A copy of your final evaluation will be delivered to your booth by an evaluator, and another copy will be placed on your permanent record in the Concessions Office.

Commercial space evaluation includes, but is not limited to: professional signage of company name in booth, product display, operation, confined to assigned space, posted notice of exchange/refund policy, conduct of personnel (staff cleanliness/appropriate attire), noise level of microphone/amplification devices, proper approval for drawings/microphones, observation of hours of operation, and sale/display of approved items only.

It is your responsibility to make your employees aware of the impact these evaluations have on future participation at the fairgrounds. ONE Friendly Reminder will be given per infraction of the rules, after that a Violation and fine of \$50 will be issued. 3 or more Violations may result in immediate removal of the premises and being blacklisted for future participation at the San Diego County Fair. Response to written violations should be provided on the back of the violation slip and returned to the Concessions Office within 24 hours. Violations play an important role when deciding to invite a Licensee back to the San Diego County Fair.

Licensees must comply with any adjustments deemed necessary due to an evaluation conducted by the 22nd DAA.

REFUND/EXCHANGE POLICY

Each Licensee must post their policy for credit cards, personal checks, refunds, and exchanges so that it is visible to the patrons. A license must provide patrons wishing to exchange or pick up merchandise free credentials to admit the patron to the fairgrounds. Please note that the patron has only a limited amount of time to make the exchange upon returning to the grounds.

It shall be the policy of the 22nd DAA that all merchandise purchased at the San Diego County Fair may be returned or exchanged within thirty (30) days of purchase with a receipt. If an item is returned during the allowable return period, the refund will be made in the original method of payment.

UNAUTHORIZED USE OF ADDITIONAL SPACE

All booth material and merchandise must remain within the licensee's assigned space. All business transactions must be done within the perimeter of the leased space. Any vendor drawing a large crowd of people must ensure that the crowd does not block or prevent the normal flow of foot traffic or adjoining booths. Unauthorized use of additional space will result in a violation and the Licensee will be billed at the prevailing rate.

FAIR CLOSING & TEAR DOWN FOR FOOD LICENSEES

REMOVAL OF STANDS

Teardown may not begin until the fairgrounds is closed on July 7, 2024 and the security sweep is complete (not just your area). Unless otherwise authorized, all stands must be removed from the grounds within two days after the closing of the fair (Tuesday, July 9).

ALL FOOD CONCESSIONAIRES (except Family Funville): Vehicles will not be permitted on the grounds until the grounds have been cleared of patrons. Exit only through the Yellow Gate.

FAMILY FUNVILLE CONCESSIONAIRES:

Tear down may not begin until the Infield is closed. Exit will be via the north cross-over. Starting July 7, there will be access through the tunnel and equipment cross over to backstretch barn area.

Fair management is not responsible for any items left on the grounds.

Teardown instructions will be handed out prior to move-out.

FAIR OPERATIONS EVALUATION

The San Diego County Fair strives to provide an event whereby all parties can mutually benefit. How does the San Diego County Fair rate? A post-event survey will be provided. Please take a moment to fill it out and return it with your comments/suggestions after the fair.

FAIR CLOSING & TEARDOWN FOR COMMERCIAL LICENSEES

BOOTH REMOVAL

Booth tear down may begin immediately after the final patrons leave on closing night, and will continue as follows:

- July 7 (closing night): approx. 11:00pm–2:00am (hand carts only; no vehicular access)
- July 8: 8:00am–7:00pm
- July 9: 8:00am–12 noon

Unless otherwise authorized, all booth material must be removed from the grounds within two days after the closing of the fair, by 12 noon on Thursday, July 6.

Failure to remove booth material(s) by this deadline will result in moving/storage fees of not less than \$100.00 per day and material(s) will be subject to disposal at owner expense, at the District's discretion.

Fair management is not responsible for any merchandise or booth material(s) left on the grounds.

FAIR OPERATIONS EVALUATION

The San Diego County Fair strives to provide an event whereby all parties can mutually benefit. How does the San Diego County Fair rate? A comment sheet will be enclosed in your check-in packet. Please take a moment to fill it out and return it with your comments/suggestions after the fair.

FAIR INFORMATION & GUEST SERVICES

For the most up to date current information please visit our website at www.sdfair.com

ADMISSION PRICES

Admission prices have not yet been determined at the time of this publication.

Please visit www.sdfair.com for up-to-date pricing

ATM AND REVERSE ATM MACHINES

ATM machines are located throughout the fairgrounds. Contactless transactions are encouraged; admission, parking and fair gift shops are all “cashless.” Reverse-ATMs will be located around the grounds where guests can insert cash in exchange for a Visa card valid both on and off grounds, anywhere where credit cards are accepted.

FIRST AID

Professional medical personnel are on the grounds during all operating hours of the fair. Please direct people seeking assistance to the east end of the Grandstand, ground floor. NOTE: you are required to immediately report any accidents to Guest Services.

GIFT SHOPS

Gift items such as shirts, mugs, pins, and specialized products embossed with this year's San Diego County Fair logo are available at our gift shop locations. The hours are the same as fairground operating hours.

GUEST SERVICES

Guest Services is at the east end of the Grandstand on the ground floor. Guests seeking information, assistance, or wishing to make suggestions/complaints should be directed to Guest Services. This office handles all lost/found items. In addition, there is a Sensory Room available for guests who have any sensitivity issues (e.g., Autism, PTSD). Sensory Bags are available that can be checked out for use while attending the Fair.

INFORMATION BOOTHS

Information booths provide directions, answer questions, and offer general assistance to our patrons. The five booth locations are: O'Brien Gate, Arena Gate, Family Funville, West Gate and Mission Tower.

LOST AND FOUND, LOST CHILDREN & ADULTS

Guest Services is located at the east end of the Grandstand ground floor. This service handles lost and found items and reunites lost children and adults with their parties. All found items are kept until mid-September and then donated to local charities.

PROGRAMS/DAY SHEETS

Daily schedules listing events, activities and performances are available at all Information Booths.

SCOOTERS AND WHEELCHAIR RENTALS

Mobility devices such as scooters and wheelchairs are available for rent through Scootaround rentals, located at the O'Brien Gate, Arena Gate and West Gate entrances. Advanced reservations will be available through their website at scootaround.com or by calling (888) 441-7575.

WILL CALL

If you wish to leave tickets at the front gate for someone, please deliver them to the Will Call booth located at the O'Brien Gate.

LOCAL SERVICES

BANKS

Bank of America 405 S. Hwy 101 Solana Beach, CA 92075	858-793-4305
California Bank & Trust 2775 Via De La Valle Del Mar, CA 92014	858-792-4770
San Diego County Credit Union 665 San Rodolfo Drive #110 Solana Beach, CA 92075	877-732-2848
US Bank 2830 Via De La Valle Del Mar, CA 92014	858-755-1160
Union Bank 1435 Camino Del Mar Del Mar, CA 92014	858-755-9321
Wells Fargo Bank 2751 Via de la Valle Del Mar, CA 92014	858-509-3400

HOTELS

Best Western Premier 720 Camino Del Mar Del Mar, CA 92104 www.hoteldelmar.com	800-451-4515
Extended Stay America 9880 Pacific Heights Blvd. San Diego, CA 92121	800-EXT-STAY
Holiday Inn Express 621 S. Highway 101 Solana Beach, CA 92075 www.hinnexpress.com	858-350-0111 888-970-4361

2024 SAN DIEGO COUNTY FAIR

IMPORTANT PHONE NUMBERS

DEL MAR FAIRGROUNDS

Main Line • Switchboard

858-755-1161

All extensions below can be reached by first dialing 858-755-1161
and enter the four-digit extension at the prompt.

Security • Emergency Line	ext. 4271
Security Dispatch	ext. 2820
First Aid	ext. 2814
Guest Services • Lost Children	ext. 1124
Concessions Office	ext. 4218
Janitorial (Restroom Supplies & Spills)	ext. 4214
Warehouse	ext. 2612

**EXHIBIT A & EXHIBIT G
ACKNOWLEDGEMENT
22ND DISTRICT AGRICULTURAL ASSOCIATION
2024 SAN DIEGO COUNTY FAIR**

- I have read and will abide by the contents of the Licensee's HANDBOOK above which is named "EXHIBIT A" in my contract with the 22nd District Agricultural Association.

- I have read, acknowledged and will abide by the information in the STORM WATER POLICY which is named "EXHIBIT G" in my contract with the 22nd District Agricultural Association.

Company Name

Contract #

Owner/Licensee Signature

Date