

2021 CONTRACT AGREEMENT DETAILS

This Contract Agreement is made between the New Jersey State Fair ®/Sussex County Farm & Horse Show Association (NJSF®/SCF&HS) and the vendor, jointly referred to as licensee and the licensor identified on the Contract Agreement cover page attached to the Vendor Instructions / General Terms and Conditions. The licensee represents that the licensee has read these general terms and conditions and understands them and agrees to be bound by them. The term of this agreement shall commence on the day the contract is signed by both parties, and shall end at Midnight on the 14th day of August 2021.

Your operation at the New Jersey State Fair ®/Sussex County Farm & Horse Show is a contract agreement and no real or personal property is leased to you. You may occupy the premises and operate this license only so long as you shall comply strictly and properly with each and every material undertaking, provision, agreement, stipulation, and condition contained in the Contract Agreement. Nothing in the Contract Agreement shall be created or construed as creating a co-partnership, employment relationship or contractual relationship between you and the NJSF®/SCF&HS.

It is mutually agreed that this agreement shall be and is a personal agreement by and between you and the NJSF®/SCF&HS and shall not inure to the benefit of your heirs, personal representatives, successors or assignees and in the event of the death of yourself during the term of the agreement, it shall be automatically terminated. If licensee is a corporation, and during the term of this agreement any changes in Management occurs, then that shall be made immediately known to the NJSF®. If licensee is a partnership and during the term hereof one partner shall die then this agreement may be terminated at the sole and complete discretion and option of the NJSF®/SCF&HS Association.

The NJSF®/SCF&HS Association reserves the absolute right to terminate this agreement if, in its sole and absolute discretion, your operation is mismanaged, or if the products, merchandise, supplies and items are of no merchantable quality. Should this agreement be terminated for any of the above stated reasons, all sums of money paid to LICENSOR hereunder shall be forfeited as liquidated damages of the NJSF®/SCF&HS Association. In addition, should LICENSOR, in its sole and absolute discretion, find it necessary to postpone or cancel the dates of the annual NJSF®/SCF&HS, for any cause whatsoever, the NJSF®/SCF&HS Association shall not be liable to you for any damages occasioned as a result of such postponement or cancellation.

Neither you nor the SCF&HS Association shall be liable for failure to perform any part of this contract when such failure is due to fire, flood, strikes or similar labor disturbances, industrial disturbances, war, riot, insurrection, or other causes beyond the control of you and the NJSF®/SCF&HS Association.

Should it at any time become necessary for the NJSF®/SCF&HS Association to employ an attorney for the purpose of enforcing any of the NJSF®/SCF&HS rights hereunder, you hereby agree and covenant that you shall pay to the NJSF®/SCF&HS Association, in addition to any and all other obligations hereunder, a reasonable attorney's fee and such other expenses as the NJSF®/SCF&HS Association may necessarily incur hereunder in the enforcement of any of its rights.

All notices given to the NJSF®/SCF&HS Association may be served only by mailing same by certified mail to Concessions, New Jersey State Fair, P.O. Box 2456, Branchville, New Jersey 07826. Notice to licensee shall be given to licensee at the address stated in this agreement.

This agreement shall be construed under the laws of the State of New Jersey and both parties agree that this agreement is performable in Sussex County.

The New Jersey State Fair Manager reserves the final and absolute right to interpret the terms and conditions and to settle and determine all matters, questions or differences in regard to, or otherwise arising out of, connected with, or incident to the NJSF®/SCF&HS. The director further reserves the right to determine unforeseen matters not covered by these rules, and to amend or add to these rules, as in his/her judgment he/she may determine necessary.

Vendors will be informed of any instance(s) of non-compliance with these General Terms and Conditions. A violation note will be made to your file. The most serious violations may result in not being invited to return to future New Jersey State Fairs or an immediate order to cease operation and vacate the Fairgrounds.

**New Jersey State Fair®/
Sussex County Farm & Horse Show (NJSF/SCF&HS)**

**VENDOR INSTRUCTIONS and GENERAL TERMS and CONDITIONS
(2021)**

When

Saturday, August 7, 2021 through Saturday, August 14, 2021.

Where

Sussex County Fairgrounds, 37 Plains Road Augusta, NJ, immediately adjacent to Rt 206. Just follow the signs.

Times

Gates open at 10:00 am and close at 10:00 pm (there is no entry or re-entry after 10:00 pm). The Commercial Tent is open from 10:00 am to 10:00 pm daily. The Midway rides may stay open later weather permitting.

Parking

Ample parking is available in and around the Fairgrounds. Handicapped parking is available at Gates 1 and 2. Parking is free. Free shuttle trolleys operate throughout the parking lots. Further information, regarding parking credentials for Vendors is included in this handbook.

Emergencies

Emergencies (including the need for first aid), emergency messages, information on lost, found and stolen articles, lost children, etc., should be reported to NJSF/SCF&HS Security. Call (973) 948.5500 x 235. The main Security office is on Main Street at the Sussex County Road intersection.

Restrooms

Restrooms, including several handicapped accessible, are located at two locations throughout the Fairgrounds. Freestanding comfort stations are clearly marked and are open until midnight. There are baby diaper-changing units in the main restroom across from the Richards Building.

ATM Service

ATM machines are available at various locations on the Fairgrounds.

Lost and Found Persons

The Lost Persons Center is located in the main Security Office on Main Street at the Sussex County Road intersection. Phone number is 973.948.5500 x 235.

Information Booths

In order to assist and inform Fairgoers, the NJSF/SCF&HS operates Information Booths. Visit an Information Booth for information or to report non-emergency concerns from 11:00 am to 9:00 pm. The Main Information Booth is open until 11:00pm.

2021 Vendor Contract Agreement General Terms and Conditions

Advertising

Advertising or promoting is prohibited in any NJSF/SCF&HS location other than the one designated in your Vendor Contract Agreement. All business is to be conducted within your own space. False or misleading advertising is prohibited. Guests, vendors and concessionaires at the NJSF@/SCF&HS are prohibited from distributing any material (such as, but not limited to brochures, windshield stuffers, and stickers) on any property owned by the Fair. Violators may be subject to a penalty fee to cover the cost of clean up.

Cancellations by Vendor

Should you find that you are unable to participate in the NJSF@/SCF&HS, a request for cancellation of your Contract Agreement must be made in writing and received by the Concessions Office by June 1, 2021. If we are able to re-rent your space, the NJSF@/SCF&HS will refund you the amount paid to date, minus a \$50.00 administration fee. If you cancel the agreement after June 1, 2021, the total amount paid will be retained by the Fair as liquidated damage.

Concessions Office

The Concessions Office is located in the Administration Building between Gate 1 and Gate 2. Prior to Saturday, August 1, 2021 office hours vary. **During the fair, Saturday, August 7, 2021 through Saturday, August 14, 2021, the Concessions Office hours will be 10.00 AM to 4:00 PM daily.** The Concessions Office will assign check outs for final payments from percentage vendors beginning 9AM Sunday, August 15, 2021. If you have a special or unusual circumstance regarding your checkout appointment, please notify the Concessions Manager and we will make an effort to accommodate you.

Customer Returns

The NJSF/SCF&HS expects all Vendors to be professional and reasonable when dealing with customer complaints and returns. We will make every effort to help Fairgoers contact you and gain admission on the grounds if there is an issue. It is your obligation to resolve the complaint. Customer complaints made in writing that are brought to the attention of Fair Management will be documented and kept in your file.

Damages

You shall be responsible for all damage, loss and injury to persons and property due to the activities of your operations, agents and employees. You shall defend, indemnify and hold harmless the New Jersey State Fair@Sussex County Farm & Horse Show Association, and each of their respective officers, volunteers and employees from all claims, demands, damages, expenses, liabilities, and obligations for damages, loss or injury to person and property arising out of your operation of this license. Your indemnification obligation shall not be limited by reason of any insurance coverage provided.

Design and Presentation of Vendor Space

Vendor space should be constructed in a neat and orderly style. It is to be kept clean during the New Jersey State Fair. The Fair does not provide tables, chairs or trashcans for individual vendors. You are welcome to use your own. In the case of most indoor exhibits, displays must be no higher than 8 ft or larger than any of the original booth set-up walls, unless special permission has been given by the Concessions Office.

Vendor displays, merchandise and personnel must remain within the confines of the location designated in your Contract Agreement. No "walk-arounds", entertainment, outside posters, handbills, sales information or soliciting, car stickers or distributing literature, etc., is permitted outside of your space. Exhibit material cannot overflow into the aisles. Additional materials must be stored neatly out of sight of Fairgoers. These terms pertain to both indoor and outdoor vendors.

Discrimination

You shall not discriminate against any employee, applicant for employment, customer or patron due to race, sex, color, age, handicap, religion, belief or national origin.

Drawing/Raffle

If you intend to hold a drawing, a raffle, operate a game of chance or award any prize from your exhibit space, carefully read the provisions of New Jersey law and regulations, which you must meet. It is your obligation to obtain a complete copy of, and to comply with, the law and regulations. If you do not, your permission to operate a drawing, raffle, games of chance or award prizes will be withdrawn and you may be liable for civil and criminal penalties.

The Fair retains the right in its sole discretion to: (1) grant permission to you for you to hold a drawing, a raffle, operate a game of chance or award prizes from your exhibit space, and (2) to rescind that permission at any time for any reason or for no reason.

Exclusivity Contracts

Any exclusivity contracts that the NJSF@/SCF&HS has entered into will apply to the Vendors. Pepsi is the approved soft drink vendor. All food vendors must purchase their product from our Pepsi supplier. If you use bag-in-the-box and participate in the NICA national pricing program, you will receive that same pricing courtesy from our distributor. Coolers will be available for loan and are to be used solely for Pepsi beverages.

Fire Safety

The following are the NJSF@/SCF&HS minimum fire safety requirements and shall be applied to all shows, trade, commercial or otherwise, and shall apply whether the exhibit space is open or closed to the public.

1. A Fire Permit must be obtained from Frankford Township if (1) you are cooking with an open flame or (2) your tent is larger than 900 sq ft and one side is longer than 30 ft. See Appendix B.
2. The display and operation of any cooking or heat-producing appliances, pyrotechnics, use or storage of flammable liquids, compressed gases or any other process deemed hazardous by the Concessions Manager must have advance approval by the Concessions Manager.
3. No inflammable liquids, gases, explosives, or other dangerous substances will be permitted in any of the buildings.
4. Decorations and displays shall not block or impede access to fire protection equipment (sprinklers, exit markings, exit doors or emergency lighting equipment).
5. Decorations shall be fire retardant. You must be prepared to provide certificates of flame spread on all decoration items. Items that are not properly fire retardant shall be removed.
6. During occupancy hours, aisles and exit doors shall be maintained free of all obstructions and unlocked for immediate use in the event of an emergency.
7. Additional fire extinguishers may be required at the discretion of the Frankford Township Fire Inspector.
8. All electrical devices and installations must be in accordance with the applicable provisions of the National Electric Code. All devices must be listed by Underwriters Laboratories.
9. All electrical extension cords used shall be rated SOOW or W. Lightweight cords are subject to confiscation.
11. All other fire safety laws, regulations and codes that have been duly adopted must be adhered to.
12. All materials, booth installations (including tents) must be stamped fire retardant and be securely fastened. No pop-up canopies are permitted.
13. All vendors must have an appropriate fire extinguisher at their location.

Each Vendor will be responsible for making key personnel aware of and familiar with the facility's emergency and fire safety procedures.

Food and Beverage Safety

Administration

All operations must comply with NJ State Sanitary Code, obtain an approval from the Sussex County Division of Health, obtain a license from the Frankford Township Board of Health, and obtain a Fire Permit from Frankford Township if cooking with an open flame. A person with a Food Handler's Certification is required to be on duty at all times during the hours of operation for vendors preparing and/or serving potentially hazardous foods. Failure to comply will result in revocation of permit and/or enforcement actions.

Food Protection

Food, water and ice must be from an approved source. No home-prepared foods will be permitted. Only foods prepared at approved facilities under regulatory control will be allowed. Only Sussex County Fairgrounds water may be used. ANY potable water tanks must dump water before entering the Fairgrounds. All potable water connects must be made with food grade hose.

Menus should be limited to the available facilities and planned to avoid left-over potentially hazardous foods such as foods containing milk, eggs, meat, poultry, fish, shell-fish, cooked potato, and cooked rice. The process of cooking, cooling and subsequent reheating is not allowed without prior approval. Minimum cooking temperature of foods is 140° F except: eggs, 145° F; pork, 150° F; ground meat/sausage, 158° F, poultry, 165°F.

Potentially hazardous foods (temperature controlled for safety, TCS) shall be maintained below 45° F or above 140° F. The time between preparation and serving shall be as short as possible. Accurate food product thermometers must be used to monitor temperatures. Unit thermometers are to be provided for each refrigerator, freezer, etc.

Foods, utensils and single-service articles are to be stored off the floor and protected from contamination (food spills, dust, insects, the weather, and handling by customers, cleaning supplies, and toxic substances). Sneeze guards, protective containers, wrapping, etc., must be used.

During transportation, foods must be protected from contamination and proper temperatures maintained.

Personnel

All food service workers are to be free from illness (such as vomiting, diarrhea, colds, boils, sores, and cuts). Operators should have an ill-worker policy.

Bare-hand contact with ready-to-eat food is prohibited! Use plastic gloves or suitable utensils to handle food not requiring further cooking.

Food service workers must wear clean clothing, hair restraints (hats, caps, or hair nets), and shall not smoke while in the food preparation, storage, serving or dining areas.

Employees shall wash their hands with soap and water after using the toilet, smoking, eating, when otherwise contaminated, and before wearing gloves.

Operators are responsible for assuring their employees are properly trained in food safety.

Facilities

All food service items and activities (preparation, cooking, and equipment cleaning) must occur under cover and within the designated space provided by your Contract Agreement.

Hand washing facilities are to be provided (warm flowing water, soap, paper towels) at each establishment.

Adequate facilities for washing and sanitizing equipment and utensils must be provided (three-compartment sink with hot and cold water). Waste water must be appropriately disposed of through portable holding tanks in one of our dumping stations or pumped out.

Storm drains are not acceptable disposal locations. Violators will be fined.

Adequate mechanical refrigeration must be provided.

Food contact surfaces (work tables, cutting boards, food holding units) must be easily cleanable, kept clean and sanitized frequently.

Non-food contact surfaces (floors, walls, etc.) are to be constructed of cleanable materials and kept clean.

Food vendors who cook and have seating in the immediate area must have an Ansel Fire Suppression system.

Pepsi Coolers are to be used solely for Pepsi beverages only.

Frankford Township Requirements

All food vendors must post their (1) Food Handler Certification, (2) County Board of Health License, and (3) Fire Permit if applicable.

A reminder that at least one certified food handler must be present in the food booth during hours of operation.

Food vendors who cook and have seating in the immediate area must have an Ansel fire suppression system.

All tents, canopies, tarps, etc. must be of approved fire retardant material.

Garbage

You shall maintain your location clean and free from all rubbish and debris. During business hours (10:00 AM until 10:00 PM) trash (including food storage, cardboard and delivery crates) cannot be stored outside your location and should be kept out of public view.

You shall deposit rubbish and debris in your own trash bags and receptacles. You cannot take any NJSF/SCF&HS garbage receptacles and place them in your location. Rubbish and debris should be placed outside of your location after business hours in a neat and orderly fashion for pickup. Cardboard containers must be collapsed and stacked neatly and separated from trash.

Fairgrounds maintenance will pick up trash during the business day. At the conclusion of operating hours, please bag and tie all bags and put out in front of your booth.

Gas You shall be responsible for all costs of fuel oil and propane used and consumed in connection with your operation of this Contract Agreement. Propane gas cylinders shall not be permitted within any booth, building, tent or other structure. Propane cylinders utilized shall be located outside, be substantially secured and the installation, use, and handling of propane cylinders shall comply with local regulations.

All food concessionaires must have an appropriate fire extinguisher at each location.

Propane must be purchased from our approved vendor, Fairclough Propane.

Golf Carts /ATV/Off Road Vehicles

Off Road Vehicles may only be used on the Fairgrounds with a permit from the Concessions Office. All permit applications must be reviewed by the Concessions Committee. **Once the Fair begins on Saturday, August 7, 2021, no additional golf carts are permitted unless you have coordinated this with the Concessions Office.**

If accepted, you are responsible to complete the Golf Cart Permit Application and have proof of insurance for this vehicle. Only licensed drivers may operate vehicles.

Government Regulations

You cannot use the location designated in your Contract Agreement for any unlawful or illegal purpose or for any purpose in violation of any federal, state or municipal law, ordinance, government rule, order or regulation and shall comply with all rules of the Fair.

Grease

Food Vendors are responsible for disposing of grease or solid wastes resulting from food production within their licensed space. Return your used oil or grease to its original container and place next to a trash can for pickup after hours. Under no circumstances is grease or any solid waste material to be poured into rubbish barrels, dumpsters or drains. **A fine will occur if discovered.**

Health Department

Food and beverage operations shall comply with all State and local health regulations.

Hours of Operation The 2021 New Jersey State Fair @/Sussex County Farm & Horse Show will be open for 8 days. The grounds will open to the public at 10 AM on Saturday, August 7, 2021.

In planning your personnel schedules, note the following hours that your location must be staffed:

COMMERCIAL TENT

Saturday, August 7, 2021 through Saturday, August 14, 2021 · Open 10:00 AM - Close 10:00 PM.

ALL OUTSIDE BOOTHS

Saturday, August 7, 2021 through Saturday, August 14, 2021 · Open 10:00 AM - Close 10:00 PM

(Exterior booths may remain open until 12 midnight, if desired)

Vendors are required to open and close all tents and all outside locations as described without exception.

Ice

If you need ice, you must purchase ice through the approved NJSF/SCF&HS Ice retailer.

Insurance

Vendors shall obtain and maintain public liability insurance for loss, damage to rented property and personal injury arising from their operations.

A certificate of insurance naming the NJ State Fair as an additional insured must be received in our office by June 1, 2021 or you will be added on the Fair policy for \$150.00. NO EXCEPTIONS.

LATE FEES WILL APPLY.

The insurance certificate must:

- ❖ Identify the Vendor by name and address and, if applicable, the legal status, i.e., corporation, limited liability company, partnership, limited partnership or unincorporated association. Show insurance coverage in the minimum amounts of \$1,000,000 General Liability and \$1,000,000 Product Liability, 100,000 for damage to rented premises, and, if applicable, \$1,000,000 Liquor/Golf Cart /ATV/Off Road vehicle Liability.
- ❖ Be accompanied by Additional Insured endorsement (Accord 101) naming the New Jersey State Fair as an additional insured.
- ❖ Policy coverage must be effective August 7, 2021 (or earlier to cover days the equipment is on the Fairgrounds) and end at 11:59 pm on August 14, 2021 (or until equipment is removed from the property).

Certificate Holder: New Jersey State Fair /Sussex County Farm & Horse Show Association
Attn. Concession Department
PO Box 2456, Branchville, NJ 07826

Vendors shall immediately inform the NJSF@ /SCF&HS of any insurance cancellation or material change in coverage.

The vendor agrees that the owner and its officers, employees, volunteers, and agents shall not be liable for any damage or liability of any kind or for any injury to or death of persons, or damage to property of vendor or any other person, by any cause whatsoever, by reason of the operations to be carried out pursuant to the contract to which this rider is attached.

Liability insurance is available to be purchased through the NJSF/SCF&HS.

Labor Regulations & Standards

Children under 14 may not be employed.

Layout Changes

In the event of unforeseen obstacles, the NJSF/SCF&HS reserves the right to make layout changes. If relocation is necessary, the Fair will make every effort to relocate you to a location that is comparable to the one designated in your Vendor Contract Agreement.

Mail

Mailing address for the Sussex County Fairgrounds is: PO Box 2456 Branchville, NJ 07826

Physical Address: (UPS and FED –EX during Fair) 37 Plains Road Augusta, NJ 07822

Please put your “Vendor Name” on all deliveries.

Vendor or designee must be on the grounds and come to the Administration Building to accept all deliveries.

No deliveries will be accepted by the NJSF/SCF&HS.

Merchandise Restrictions

Stickers of any kind, balloons and Frisbees cannot be given away or sold by Vendors. The licensee will be asked to remove these items from the grounds.

Due to safety regulations and concerns, the use or sale of Laser Lights or Laser Pointers is strictly prohibited. The sale of “snaps” at booths is also strictly prohibited. No licensee will be allowed under any circumstances to possess these devices within their display area. Any other product deemed inappropriate or unsafe by Fair Management will not be allowed.

You must have received prior approval from NJSF/SCF&HS Concessions Office for any give-aways. Decisions are made during the application and approval process and are reflected in the Vendor Contract Agreement. Any give-aways not approved will need to be removed from the premises.

Microphones

You must receive prior approval from NJSF/SCF&HS Management to use amplified sound. Decisions are made during the application and approval process and are reflected in the Contract Agreement.

If approved, sound-producing devices used shall not annoy or inconvenience other licensees or patrons. The Fair reserves the right, in its sole discretion, to require the reduction of volume or removal of sound producing devices. Undue noise made in the operation of exhibits, or noisy or unseemly methods employed in sales or demonstrations are not permitted. The decision of what constitutes undue noise or unseemly method shall rest with the NJSF/SCF&HS, whose decision will be final.

Move In

Contract Agreements, payments and all appropriate paperwork for your Vendor location must be completed and paid in full by assigned due dates before move-in will be allowed.

All buildings and grounds will be open and ready for move-in and set-up on Monday, August 2, 2021 at 9:00 am for Commercial Vendors. Security will not be on the grounds until Wednesday night, August 4, 2021 at midnight.

All Vendors shall first check-in with the Concessions Office in the Administration Office to pick up your welcome packet. A representative from the Concessions Office will guide you to your designated location.

Anyone constructing a tent on the grounds must check in with the Concessions Office before setting tents to assure the proper placement and safety and protection of people and underground utilities. The Vendor shall be liable for damages caused by failure to follow this rule. If you must have a tent erected before Monday, August 2, 2021, an appointment must be made through the Concessions Office. See more information below for early move-in.

In the event any Vendor fails to occupy a leased space by 3:00 pm, Friday, August 6, 2021, Sussex County Fairgrounds Management may terminate the contract unless prior permission has been obtained. No refund will be made in such a case, and the Fair will be authorized to reallocate said space to another Vendor.

The electricians will be available set up week between 8:00AM and 4:00PM. If you need the electrician outside of those hours, you will be billed for the overtime.

► EARLY MOVE-IN

Anyone wishing to move in prior to Monday, August 2, 2021 will be by appointment only through the Concessions Office. An appointment must be made by July 12, 2021. **The Concessions Office will be closed the weekend prior to the opening day of the fair.**

Move Out

Under the terms of your Vendor Contract Agreement, all exhibits and displays must remain open and in place until close of business Saturday, August 14, 2021. Dismantling of your concession/exhibit area before 10:00 pm, in tents and outside locations will be cause for adverse documentation in your Contract Agreement file. Early dismantling of a concession/exhibit area will be taken into consideration for future Contract Agreements with the NJSF/SCF&HS and immediate forfeit of your security deposit.

Vehicles are not allowed on the Fairgrounds until at least 10 pm on Saturday, August 14, 2021. The New Jersey State Police and Sussex County Fairgrounds Security will enforce this policy.

For move-out, the Fairgrounds will be open from 8:00 am to 4:00 pm on Monday and Tuesday after the Fair closes.

Congestion at the time of move-out can be kept at a minimum if no vehicles with trailers are brought into the tents and only one vehicle per exhibit is used.

Cooperation among vendors is expected and appreciated.

Due to the fact that the grounds are leased immediately after the NJSF/SCF&HS, all belongings must be removed from the Fairgrounds by 4:00 pm, Tuesday, August 17, 2021, or the remaining items will be removed by the Fair at the owner’s expense.

Outside Vendors will be held responsible for the timely removal of their own tents. All such tents must be removed by Tuesday, August 17, 2021.

Offensive Items

The NJSF/SCF&HS reserves the right to ask you to remove any material or merchandise from your space that is deemed offensive by NJSF/SCF&HS Management.

Parking Tags

You will get parking tags for up to 2 vehicles. Parking and Daily ticket information order form must be returned with your contract.

NO EXCEPTIONS

Percentage Contracts

The New Jersey State Fair reserves the right to audit sales of any Vendor with a percentage contract. The Fair may use any form of audit technique it deems necessary. Such audits will not unduly harm or hinder the Vendor's normal sales activity. Daily reports are to be provided to the Concessions Office Sheets in Check-in packet). All percentage contracts require an approved sales accountability system that must be used. All agreements, attachments, addendums, insurance, etc., are required to be filed with the Concessions Office no later than the final due date indicated in your Contract Agreement.

Check out for all Food and percentage vendors will be on Sunday, August 15, 2021. Scheduled times are given out depending upon when the contract and initial payment is received.

Vendors occupying permanent structures on the Sussex County Fairgrounds occupy those spaces at the discretion of Sussex County Fairgrounds Management on a year-to-year basis.

Anything placed on the premises pursuant to the Vendor Contract Agreement is subject to a security interest on behalf of the Fair. Should you fail to pay the amounts due under the Vendor Contract Agreement, the Fair may take such property, remove it from its location and sell the same publicly or privately and apply the proceeds of such sale to the payment of amounts due under the Vendor Contract Agreement.

Licensees occupying permanent structure Vendor locations shall notify the Concessions Office if they intend to vacate their location and not renew their License no later than six months prior to the opening day of the annual Fair. Should a Vendor choose to vacate any permanent structure at the Fair, that licensee will be replaced at the discretion of NJSF/SCF&HS Management. The licensee maintains no ownership interest in the structure.

You are responsible for the maintenance and service of your location. If you wish to paint, remodel or renovate, you must get prior written approval from NJSF/SCF&HS Buildings and Grounds Committee.

All installations including electrical, water, plumbing, or similar construction, shall be made only with the prior written approval of the Manager of the Fair and shall comply with all local building and health regulations.

No structural changes are to be made in any building without the written approval of the Building and Grounds Committee, and the New Jersey State Fair Management.

A key to the building must be provided to the Manager at the New Jersey State Fair.

All buildings must be cleared out and closed by Saturday, October 31, 2021. Fair Management will perform inspections of the buildings after this date to ensure all electrical items are unplugged and turned off. Buildings are not to be used for year-round storage.

Pets

Pets or animals of any kind, except those involved in exhibitions, demonstrations or those used as licensed service animals, are not allowed on the Fairgrounds. Pets are allowed in the campgrounds with an approved Permit form. Please make arrangements for your pets. Permits are available and must be filed with your contract. A proof of rabies vaccination and current state license are required. Absolutely no exotic animals. ASPCA monitors the grounds for abuse and wandering pets.

Pricing

It is mandatory that prices for all food products must be posted. The designated price charged is to be the same throughout the duration of the Fair.

Product Lists

Your final Product List with prices, for approval, shall be submitted to the Concessions Office by June 1, 2021. Please use the Product List form that's included.

Recycling

Vendors are required by law to recycle those items that have been identified as recyclable. These items should be placed in a clear trash bag (cardboard should be stacked) and left for pick-up by Sussex County Fairgrounds personnel in an out-of-public view location.

The following recyclables are designated in this program:

Plastic bottles with the recycling symbol: please rinse, flatten and discard tops and caps. Metal containers, including all food and beverage cans and lids. No other metal items are allowed. Please remove food particles by rinsing. It is not necessary to remove paper labels.

Glass containers, including all clear and colored glass food and beverage bottles. Rinse bottles and discard caps. It is not necessary to remove paper labels. Excluded are ceramics, window glass, auto glass, mirrors and kitchenware.

Corrugated cardboard: flatten into lengths no larger than 3' by 3'. Pizza boxes can be placed in with your other corrugated boxes. Please remove food, plastic, foil and paper, and flatten boxes.

Sales Tax

A New Jersey State Sales Tax Registration number is required of all Vendors offering for sale or selling taxable merchandise or services.

To apply for a New Jersey State Sales Tax number you must call 800.323.4400, 609.588.2200, or 609.588.2525. You can also visit <http://www.state.nj.us/treasury/taxation/su.shtml> to apply on-line.

The NJSF/SCF&HS will only accept as proof of your registration a photocopy of your current validated Certificate of Authority (Sales Tax Certificate) or a signed copy of the Sales Tax Exemption –Appendix L.

Vendors cannot have any outstanding tax warrants with the state of New Jersey. Current standing with the New Jersey Sales Tax Department will be verified. Any outstanding tax warrants by a Vendor must be cleared within five business days of notification from the Fair.

See sales tax exemption form.

Security

During the NJSF/SCF&HS, there is 24-hour security presence in all concession areas. While we do our best, we strongly encourage you to not leave valuables behind. Any serious security issues such as theft should be immediately reported to the NJSF/SCF&HS's Security at 973.948.5500 x 235 and/or New Jersey State Police Barracks at 973.383.1515. Please request a written incident report for your insurance company. The NJSF/SCF&HS shall not be responsible for or guarantee the safety of any space or material against fire, accident, theft, or any loss or injury whatsoever.

Signage

Each space should be identified with a Company Name. In order to enhance the appearance of Vendors in general, no homemade or handwritten signs are allowed. Pencil, crayon, cardboard or handwritten signs are not acceptable. All signs must be neatly and professionally printed and displayed in a conspicuous place on or within your space. All prices must be posted.

Any signage that is not affixed to your space will be prohibited. This includes A-Frames, free-standing signs, lawn signs or any other type of signage not affixed to your Concession booth.

Smoking

To promote the health and safety of employees and visitors, the NJSF/SCF&HS will attempt to maintain an environment that is free from tobacco smoke. The NJSF/SCF&HS will comply with all applicable laws concerning smoking.

Smoking is prohibited in all indoor locations. Smoking is prohibited in all enclosed areas of the fair including permanent concession structures, and parking and admission attendant booths and structures. Smoking is allowed in outdoor locations except those designated as no smoking areas. Smokers may not block the entrance to a building or subject non-smokers to passive smoke.

Subletting

It is agreed that you do not have the right to sublet the privilege of your Vendor Contract Agreement; any assignment attempted shall be grounds for immediate termination. Booths may not be shared.

Sussex County Fairgrounds' Property

Vendor movement of benches, picnic tables and trash or recycling containers, placed by the NJSF/SCF&HS for public use, is prohibited. Also, the movement or damaging of any trees, grass, shrubbery, flowers or other vegetation and decorations on the Fairgrounds is prohibited.

Tents

You must remove all zip ties, tape on the tent and tent poles, wire, and cables. You will be billed a cleaning fee if not removed.

Tickets

Each vendor receives 16 tickets for the 8 days of the fair to be used solely for those individuals who will be staffing their vendor space. Additional vendor tickets may be purchased for the discounted rate of \$6.00 per ticket. Vendor tickets are not to be sold for any reason.

Uncontrollable Events

The owner shall have no liability whatsoever, from any loss resulting to the vendor, directly and indirectly, from strikes, labor disturbances, premises, weather, and other uncontrollable events, and there shall be no rebate or refund of the rental fee herein because of such losses.

Utilities

The NJSF/SCF&HS shall provide water and electric service. In the event of interruption of utility services under the control of the Fair, the Fair shall undertake to repair such interruption promptly and you waive any and all claims for compensation from any loss of revenue incurred by you as a result of such interruption.

Vehicles

Cars, trucks, etc., are not allowed to drive on the Sussex County Fairgrounds once the Fair has officially opened for the day. Deliveries must be made prior to each day's opening and vehicles must be off the grounds by 9:30 am.

Vehicles are not allowed on the Fairgrounds until after closing on Saturday, August 14, 2021. The New Jersey State Police and NJSF/SCF&HS Security will enforce this policy.

Violations Vendors will be informed of any instance(s) of non-compliance with these General Terms and Conditions. A violation note will be made to your file. The most serious violations may result in not being invited to return to a future NJSF/SCF&HS or an immediate order to cease operation and vacate the Fairgrounds.

Water

Food service operations with potable water holding tanks, ice machines and other fixtures containing water or ice are required to dump all existing water and ice before connecting to the Sussex County Fairgrounds water supply system. Water must be dumped before arriving at the Fairgrounds.

Workers' Compensation- Vendor will also maintain, at its own cost and expense, insurance coverage under the Workmen's Compensation Laws of the State of New Jersey. With proof thereof to be posted as required by law and provided to the owner prior to set-up of operations.

Exhibitors, vendors and concessionaires may not protest, harass, or demonstrate against other exhibitors, vendors, concessionaires or guests of the NJSF/SCF&HS. Noncompliance may result in immediate removal from the Fairgrounds of the individuals and their organization, with complete forfeiture of any and all fees paid for space rental.

IMPORTANT PHONE NUMBERS

**New Jersey State Fair ---Mailing Address for letters
PO Box 2456
Branchville, NJ 07826**

**NJSF---Physical Address for UPS or FED/X
37 Plains Road
Augusta, NJ 07822**

Concessions Office • 973.948.5500 x 225

Security Office • 973.948.5500 x 235

**New Jersey State Department of Taxation & Finance
800.323.4400, 609.588.2200, or 609.588.2525.**

**Frankford Township 973-948-5566
Board of Health Fire Safety**

**To purchase Workers' Compensation Insurance:
Jeffrey London 973.579.0111**

Liability Insurance:

Liability insurance is available for purchase through the New Jersey State Fair.

2021 PRODUCT LIST

REQUIRED

This form must be returned with the Vendor Contract.

The NEW JERSEY STATE FAIR®/SUSSEX COUNTY FARM & HORSE SHOW ASSOCIATION REQUIRES THAT ALL PRODUCTS AND SERVICES SOLD/DISPLAYED DURING THE FAIR BE APPROVED IN ADVANCE BY THE CONCESSIONS OFFICE. IF ANY LISTED PRODUCTS ARE REJECTED, THE CONCESSIONS OFFICE WILL NOTIFY THE CONCESSIONARIE OR EXHIBITOR. THIS FORM AND ANY CHANGES MUST BE MADE IN WRITING TO THE **CONCESSIONS MANAGER BY JUNE 1**. INSPECTIONS WILL BE PERFORMED DURING THE FAIR TO ENSURE NO ADDITIONAL PRODUCTS ARE BEING SOLD.

PLEASE LIST ALL PRODUCTS OR MENU ITEMS TO BE SOLD, PROMOTED, DISPLAYED OR GIVEN AWAY AND PRICES (IF SELLING) TO BE APPROVED FOR THE NEW JERSEY STATE FAIR.

Vendor Name _____ Date _____

MAIN PRODUCT/S:

ADDITIONAL PRODUCT/S:

POSSIBLE PRODUCT/S:



2021 CONCESSIONS VENDOR PRICE CHART

OUTSIDE VENDOR

There are two categories of **outside** available rentals:

SPACE RENTAL: This is if you have your own tent which must be stamped fire retardant. Pop-ups are not allowed. You will be assigned a location only. You will have one 110-volt/20 amp electric hookup. Must supply your own extension cord (SOOW or W only).

TENT RENTAL: If you would like us to supply the tent, you may rent one from us. All tents include sides and are provided with one 110-volt/20 amp electric outlet plus lights. Other sizes may be available - please call for price information if the size is not on the list. Tent prices are for FRAME tents unless otherwise noted.

The Fairgrounds have two groupings depending on location. The Premium Locations, Group A, is Main Street, which extends from the Outdoor Entertainment Area to the Carnival and Sussex County Road, which starts at the Information Booth and goes to Park Road. Main Street locations pay an additional \$10 per linear foot. All other locations are Group B. Additional depth is available and is priced at \$2.00/square foot.

Please use this chart as a guide for your deposit; we will do all final calculations.

I. SPACE RENTAL:

FRONT	X	DEPTH	=	Group A COST	Group B COST
10'	X	10'	=	\$800	\$750
10'	X	15'	=	\$900	\$850
10'	X	20'	=	\$1000	\$950
15'	X	10'	=	\$1100	\$1050
15'	X	15'	=	\$1250	\$1150
20'	X	10'	=	\$1400	\$1300
20'	X	15'	=	\$1600	\$1500
20'	X	20'	=	\$1800	\$1700
20'	X	30'	=	\$2200	\$2100
20'	X	40'	=	\$2600	\$2500
20'	X	50'	=	\$3000	\$2900
30'	X	10'	=	\$2000	\$1900
30'	X	20'	=	\$2300	\$2100
30'	X	30'	=	\$2600	\$2400
30'	X	40'	=	\$2900	\$3100
30'	X	50'	=	\$3200	\$3000
30'	X	60'	=	\$3500	\$3300
40'	X	20'	=	\$3000	\$2800
40'	X	60'	=	\$4200	\$4000
40'	X	100'	=	\$6200	\$6000
50'	X	20'	=	\$4200	\$4000
50'	X	30'	=	\$5200	\$5000

II. TENT RENTAL:

FRONT	X	DEPTH	=		Group A COST	Group B COST
10'	X	10'	=		\$220	\$220
10'	X	15'	=		\$420	\$420
10'	X	20'	=		\$400	\$400
15'	X	10'	=		\$420	\$420
15'	X	15'	=		\$550	\$550
20'	X	10'	=		\$400	\$400
20'	X	20'	=		\$600	\$600
20'	X	30'	=		\$800	\$800
20'	X	40'	=		\$1000	\$1000
20'	X	50'	=		\$1200	\$1200
20'	X	60'	=		\$1400	\$1400
30'	X	10	=		\$500	\$500
30'	X	20'	=		\$850	\$850
30'	X	30'	=		\$1100	\$1100
30'	X	40'	=		\$1400	\$1400
30'	X	50'	=	Pole	\$1750	\$1750
30'	X	60'	=		\$2050	\$2050
40'	X	20'	=		\$1050	\$1050
40'	X	60'	=	Pole	\$2000	\$2000
40'	X	60'	=	Clearspan	\$3000	\$3000
40'	X	100'	=	Pole	\$2000	\$2000
40'	X	100'	=	Clearspan	\$5523	\$5523
50'	X	20'	=		\$1250	\$1250
50	X	30	=		\$1600	\$1600

III. PORTAFLOOR RENTAL: (Available only for tents rented from NJSF)
\$1.50/ square foot

INSIDE VENDOR

IV. COMMERCIAL TENT (\$80 per front foot). Corner locations are additional as noted on commercial tent contracts. Spaces are 10' in depth.

FRONT	X	RATE	=	COST
10'	X	\$80	=	\$800
20'	X	\$80	=	\$1600
30'	X	\$80	=	\$2400
40'	X	\$80	=	\$3200

**2021 Sales Tax Information for
“Non-selling Vendors”
Or
“Exempt Organizations”**

Name: _____

Legal Business/Individual Name: _____
(Must match Vendor Contract Agreement)

Address: _____

City: _____ **State:** _____ **Zip Code:** _____

Phone: (____) _____

Sales Tax ID#: _____

PLEASE CHECK ONE OF THE FOLLOWING:

____ I/we **do not intend to sell merchandise** and our booth is for “**display purposes only**”.

____ I/we **do not intend to sell merchandise**.

____ I/we are an **exempt organization** and **do not intend to sell any merchandise**.

Return completed form to the Concessions Office with your Vendor Contract



2021 Campsite Requisition Form

Business Name: _____ Contact Person: _____

Type of Vendor (circle one): Food Commercial Commercial Tent

CAMPING: Camping spaces are 20ft wide by 40 feet long to accommodate your RV/camper and one vehicle. If you need more space than that please indicate below.

Campsite rental is a flat rate of \$35.00 per night

- Please compute your camping fee and include entire fee with your initial deposit. **Due March 1, 2021.**
- 50 amp campsites are limited and will be assigned on a first come, first serve basis depending on receipt of contract.
- Please proceed to Gate 4 or 8 (for Auxiliary/Founders Campground) and spot your RV, if you prefer, before checking in.
- All electrical hookups for RV's are of the ground fault type. Double check your RV to make sure it complies. If a problem occurs during fair hours, report it to the Information Booth. After hours, report problems to the Security Office on Main Street.
- **For any RV that is 44' or longer**, we are requesting that you please note this below. We will be using 2 spaces for these large RV's. You will be billed \$52.50/night (one and one half the rate for the two spaces).
- All gray water must be collected and disposed of in one of dumping stations or may be pumped by our provider.
- Violators will be fined \$100 per incident
- If a pump out is required, please add your name on the list in the Concessions Office.
- The Sussex County Department of Health will also be inspecting the campgrounds, they can impose fines up to \$500 which will be paid by the offender.
- Every camper must be equipped with a dry chemical fire extinguisher.
- Septic service for gray water and RV pump outs is provided by Septicare.

How many RV's _____

Length of RV _____ **IMPORTANT! Number of AMPS required for each RV:**

Make of RV _____ 20 AMPS _____

30 AMPS _____

50 AMPS _____

Would you like the same spot as last year: Yes / No

We cannot guarantee the same spot, but we will do our best to accommodate your request.

Please indicate your first choice:

Main Campground _____

Founders Campground _____

Auxiliary Campground _____

Date of arrival: _____ Check in with the Concessions Office prior to your first night to have your electric turned on and for assistance. **The Concessions Office is NOT open the weekend prior to the fair.**

Date electric is to be turned on: _____ **Date leaving:** _____

Number of nights _____ X \$35.00 = \$ _____

of vehicles that will require a parking pass? _____



2021 GOLF CART PERMIT APPLICATION

Only Golf Carts with proper permits issued through the Concessions Office will be allowed on the grounds (this includes the Campgrounds). Golf Carts are a privilege and not granted to everyone.

If there is a special need, fill out this application and return it with the contract. This is only an application and is subject to review by the Concessions Office.

Explanation of Special Need: _____

All approved golf carts must be registered with the Concessions Office.

You must provide a copy of Certificate of Insurance which specifically states coverage applies to the use of a golf cart on the fairgrounds.

No permit will be issued unless we are in receipt of your approved insurance. Golf Cart must be listed on your insurance.

Golf Carts can only be operated by a pre-approved, licensed driver only on the designated perimeter and in accordance with the Sussex County Fairgrounds' Golf Cart Policy.

APPROVED _____ DECLINED _____

Vendor Business Name _____

Name _____

Amount enclosed \$ _____

Check # _____

There is a golf cart rental fee of \$275.00 for the duration of the fair and a non-refundable \$100 golf permit fee to register your golf cart. Return this form with a check made payable to the New Jersey State Fair® and note "Golf Cart Permit" in memo area.



2021 FOOD VENDORS

TICKET & PARKING FORM

Concession Name _____

Daily Tickets

Please indicate the number of daily tickets you require for your employees or volunteers to staff your concession for the 8 days of the Fair. These tickets are specifically for your staff only!

Total Number of Tickets Requested: _____

PARKING

We have limited special vendor parking available in the lot directly in back of the Administration Building. There is a limit of 1 parking tag for this lot. You may request additional parking tags; however, those tags will be for the Exhibitor Parking Lot. If you will be camping on our grounds, we will issue you an RV parking tag. Please indicate below which parking you require.

Please Check: Option 1. Vendor parking (Limit of 1) _____

Option 2. Exhibitor parking _____

Option 3. RV parking _____

Please complete if you have a Stock Truck:

■ **STOCK TRUCK**

▪ **PARKING** _____ **Length** _____ **Elec needed** _____

▪ **PARKING** _____ **Length** _____ **Elec needed** _____

Proximity to booth & WHY _____

No vehicles will be permitted to park on the grounds without a tag.

Please include completed form with your contract by June 1, 2021.

New Jersey State Fair Attention: Concessions PO Box 2456 Branchville, NJ 07826
Or email to concessions@njstatefair.org Phone - 973-948-5500 x 225 FAX - 973-948-0147



COMMERCIAL, COMMERCIAL TENT, COMMUNITY SERVICE VENDOR

2021

TICKET & PARKING FORM

Concession Name _____

TICKETS

*In 2021, each vendor is entitled to a total of **32 Daily Tickets** for the eight days of the fair. If you require additional tickets for your employees or volunteers to staff your concession for the 8 days of the fair please indicate below. These tickets are specifically for your staff only!

Number of *Additional* Tickets Requested _____ X \$6.00 = \$ _____ Total Due \$ _____

PARKING

We have limited special vendor parking available in the lot directly in back of the Administration Building. There is a limit of 1 parking tag for this lot. You may request additional parking tags; however those tags will be for the Exhibitor Parking Lot. If you will be camping on our grounds, we will issue you an RV parking tag. Please indicate below which parking you require.

Please Check: Option 1. Vendor Parking (Limit of 1) _____

Option 2. Exhibitor Parking _____

Option 3. RV Parking _____

Please complete if you have a Stock Truck:

■ **STOCK TRUCK**

▪ **PARKING** _____ Length _____ Elec needed _____

▪ **PARKING** _____ Length _____ Elec needed _____

Proximity to booth & WHY _____

No vehicles will be permitted to park on the grounds without a tag.

Please include completed form with your contract by **June 1, 2021.**

New Jersey State Fair Attention: Concessions PO Box 2456 Branchville, NJ 07826
Or email to concessions@njstatefair.org Phone - 973-948-5500 x 225 FAX - 973-948-014

2021 Dog and Pet Permit

1. Description of animal _____
2. Current license # and state _____
3. Rabies vaccination date _____
4. Issuing Township _____ Expiration date _____
5. **Out of State Health Certificate required.** Health certificates as required by NJ State Statues for all out of state animals signed by a veterinarian from state of origin showing that the animal is free from rabies and other communicable diseases and has not been exposed to any such diseases. Health certificate shall include breed, sex, age, point of origin, point of destination, name and address of owner and consignor or seller, and if the animal was vaccinated, the type and date of vaccination.
6. Owner _____
7. Address _____
8. Liability Policy Co _____ Policy No. _____
9. Address of Co. _____
10. Area Allowed CAMPGROUND Expiration of Permit _____
11. **Disclaimer:** Whereas, the undersigned has made application for a permit to allow a dog or pet on the grounds of the NJSF/SCF&HS as a permitted exception to the general policy of not allowing dogs or pets on the grounds. NOW THEREFORE, the undersigned agrees to comply with all rules of the NJSF/SCF&HS and acknowledges that he or she has received a copy of the above rules. The undersigned further agrees to indemnify and save harmless the NJSF/SCF&HS from any and all damage to it and any liability for it that may be occasioned in any way by the presence of applicant's dog or pet on the grounds of the Sussex County Fairgrounds in Frankford Township, Sussex County New Jersey.
12. All dogs or pets must be leashed at all times on the grounds and the owner agrees to pick up after such dog or pet, and if not adhered to, owner may be asked to leave the premises.
13. Owner Signature _____ Date _____
14. Witness Signature _____ Date _____
(Issuing Fair Official)