



**Sussex County Farm & Horse Show**

# **Vendor Handbook 2023**

## **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 2022.*

*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**

### **When**

Friday, August 4 at 5PM, 2023 through Saturday, August 12 at 10PM, 2023.

### **Where**

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

### **Times**

*Gates open 5PM on Friday, August 4 and at 10:00 AM on the weekends. The Fair will open at Noon on all weekdays. The Fair will close at 10:00 PM every day (there is no entry or re-entry after 10:00 PM). The Commercial Tent and the Marketplace are open 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. 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.

### **Amazon Drop Box**

Available at Kohls in Newton at 11 N. Park Drive Newton, NJ 07860

### **ATM Service**

ATM machines are available at various locations on the Fairgrounds.

### **Laundry Service**

Laundry Angels: [laundryangels.com](http://laundryangels.com) or 888-702-8765

### **Electrical Service**

High Point Electric will take care of all your electrical needs on the fairgrounds. Please do not make any changes on your own to our existing configuration.

### **Lost and Found Persons**

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

### **Information Booths**

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 opening to 9:00 PM. The Main Information Booth is open until 10 PM.

# 2023 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, 2023. If we can 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, 2023, the total amount paid will be retained by the Fair as liquidated damage.

## Concessions Office

The Concessions Office is in the Administration Building between Gate 1 and Gate 2. Prior to Saturday, July 29, 2023 office hours vary. **During the fair, Friday, August 4 at 5PM, 2023 through Saturday, August 12, 2023, the Concessions Office hours will be 9AM to 8PM daily. The Concessions Office will assign check outs for final payments from percentage vendors beginning 8AM Sunday, August 13, 2023. If you need a specific check out time, please contact the Concessions Office early in the week to make arrangements.** If you have a special or unusual circumstance regarding your checkout appointment, please notify the Concessions Manager, and we will try to accommodate you. Please make every effort to check out on Sunday, if possible.

## 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 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, gender identity, color, age, handicap, religion, belief or national origin etc..

## 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. It is your obligation to obtain a complete copy of said laws 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.

### **Emergency Contact System**

Please list all people and their phone numbers that you want added to our Emergency Contact System. You will be notified via text message of all necessary information.

### **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 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. The NJSF also has exclusivity rights with Septic Care, Fairclough Fuels and Ice Factory. Please contact them for your needs. Finally, Reithoffer Shows has the exclusive rights on cotton candy, candied apples and regular popcorn.

### **Fire Safety**

#### **Please check our website for forms and regulations concerning operation of your booth.**

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 etc.).
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 always on duty 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, propane and ice must be from an approved source.

All home prepared foods must be packaged and approved by the Board of Health.

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, shellfish, 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.

### **Food 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, beard nets 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.

### **Food 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). **Wastewater must be appropriately disposed of through portable holding tanks in one of our dumping stations or pumped out. If you do not have your own holding tank, please contact Septi Care for rental and pumping costs. Storm drains are not acceptable disposal locations. Violators will be fined.**

Adequate mechanical refrigeration must be provided.

Food contact surfaces (worktables, 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.

**Please get your permits and inspections well in advance of opening day!**

### **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 and golf carts may only be used on the Fairgrounds with permission from the Concessions Office. If you bring your own golf cart, you must get an identification label from the Concessions Office. Once the Fair begins on Friday, August 4, 2023, no additional vehicles 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.

**All rented golf carts need to be cleaned out and returned to the Administration Building by 8AM on Sunday, August 13, 2023**

### **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.**

### **Grey Water**

The Sussex County Board of Health expects all grey water to be dealt with properly following NJ Food Code N.J.A.C. 8:24 and the Clean Water Act. The NJSF is requesting that all grey water be disposed of properly in holding tanks and disposed of by Septi Care. Please contact Jose at 862-268-0602 for tank rental and disposal of the grey water.

### **Health Department**

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

### **Hours of Operation**

The 2023 New Jersey State Fair @/Sussex County Farm & Horse Show will be open for 8 1/2 days. The grounds will open to the public at 5PM on Friday, August 4, 2023.

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

**Friday, August 4 at 5PM, 2023 through Saturday, August 12 at 10PM, 2023 - Open by 10:00 AM - Close 10:00 PM on weekends and Open from Noon – Close 10 PM on weekdays.**

**(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. (Ice Factory) Chuck @ 973-770-1396. Ice may also be obtained at Branchville Rotary and the Ag Food Booth during the day.

### **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, 2023 or you could be added on the Fair policy for \$165.00. 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 4, 2023 (or earlier to cover days the equipment is on the Fairgrounds) and end at 11:59 pm on August 12, 2023 (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.

### **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.

## **Merchandise Restrictions**

Due to safety regulations and concerns, the use or sale of balloons, laser lights, laser pointers, snaps, knives, swords or any item deemed a weapon is strictly prohibited. No vendor will be allowed under any circumstance to possess these devices within their display area. Any other product deemed unsafe by Fair Management will not be allowed.

## **Offensive/Controversial Items**

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

## **Give-aways**

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, July 31, 2023, at 9:00 AM for Commercial Vendors. Security will not be on the grounds until Wednesday night, August 2, 2023, 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, July 31, 2023, 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 4, 2023, 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 3:00PM. 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, July 31, 2023, will be by appointment only through the Concessions Office.

## **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 12, 2023. 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 11PM on Saturday, August 12, 2023. 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 Sunday, Monday and Tuesday after the Fair closes. Security is only on the grounds until noon on Sunday, August 13, 2023.

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.

***Since the grounds are leased immediately after the NJSF/SCF&HS, all belongings must be removed from the Fairgrounds by 4:00 PM, Tuesday, August 15, 2023, 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 15, 2023.***

### **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 13, 2023. 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 28, 2023. 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. However, 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. HELO Officers are contacted for abused 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, 2023. 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. **Commercial Vendors must display this number.**

**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. 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. Please respect your neighbors.

### **Smoking/Vaping**

To promote the health and safety of employees and visitors, the NJSF/SCF&HS will maintain an environment that is **SMOKE FREE!!!!**

**SMOKING/VAPING IS PROHIBITED ON THE FAIRGROUNDS!**

### **Sponsorship**

The NJSF is the only organization allowed to seek sponsorships/advertising for or at the New Jersey State Fair. Any questions/concerns may be directed to the Concessions/Sponsorship Office.

### **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**

**Commercial, Commercial Tent, Community Service Vendors** receive up to 36 tickets for the 9 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 \$7.00 per ticket. Vendor tickets are not to be sold for any reason or given away.

**Artisans** in The Marketplace will receive 4 tickets per day.

### **Food Vendors and Non-Profit Food Vendors**

The Fair is trying to offer a consistent approach to the way tickets are distributed. We/you need to be able to justify and account for all tickets. Please submit the number of tickets needed. If the Concessions Committee feels that the number exceeds a reasonable amount, we will ask you to provide an explanation. You may need to produce a work schedule or pay \$7 for each ticket over the reasonable amount.

### **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/es 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 12, 2023. The New Jersey State Police and NJSF/SCF&HS Security will enforce this policy.

### **Vendor Conduct**

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 all fees paid for space rental.

### **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.

**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**

**Sussex Cty. Board of Health  
973-579-0370**

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

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

**All forms can be found on our Website:**

**[www.njstatefair.org](http://www.njstatefair.org)**