

### **FOOD CONCESSION TEARDOWN & RELEASE SCHEDULE:**

\*All food concessions must remain totally intact and operational until 11pm the final night of the Fair, September 7<sup>th</sup>, 2009. Food Concession trailers must be removed prior to 5pm on Friday, September 11, 2009. Any articles left on the Fairgrounds following September 11, 2009 may be disposed of by the Colorado State Fair in any manner deemed in the best interest of the Fair.

\*NO vehicles will be permitted on the fairgrounds or concession trailers taken off of the fairgrounds until 2:30am September 8, 2009 or until State Fair Police deem it safe.

\*Food Concessionaires must obtain a materials release from the Auditors Office before **removing** any materials from the Fairgrounds. To assist you and prevent delays in removal, release will be issued after settlement is made with the Colorado State Fair auditors, but will not be honored until after the 2:30am teardown time.

**\*EARLY TEARDOWN MAY RESULT IN DENIAL OF FUTURE CONTRACTS!**

### **FOOD CONCESSION AWARDS:**

**We will do this differently than we have in the past. Details TBA. Ribbons will be awarded in the following categories:**

- ~Best Entrée
- ~Best Finger Food
- ~Best Exotic Food
- ~Best Frozen Dessert
- ~Best Unfrozen Dessert
- ~Best Breakfast
- ~Best "Walk Around" Food
- ~Best "Sit Down" Food
- ~Best Funnel Cake

The Colorado State Fair will make every effort to provide adequate building and grounds security during the fair. Night security is provided in each building in addition to roving grounds personnel. However, The Colorado State Fair cannot be held responsible for any loss or damage or injury by or for any case.

***Be A Good Neighbor with your fellow Food Concessionaires!!!***

## **Thanks for joining us in 2009!**

# **Welcome!**

It's that time again to begin planning for the 2009 Colorado State Fair.

We have an exciting fair planned this year with lots of great entertainment, more free activities and lots of great food!!

Important information for the 2009 Colorado State Fair:

- \* Hours of operation will be 11am-11pm daily.
- \* Banking facilities will be available on grounds for change only. No personal checks cashed. Banking hours will be posted at the Food Concession office in Kitchen Craft Hall during the fair.

**This years Food Concession Dinner/Meeting** will be held Wednesday, August 26th at 6:00 pm in the Colorado Room on the second floor of the Kitchen Craft Hall. Dinner and drinks will be provided by German Specialties and the Pepsi-Cola Bottling Group of Pueblo. Please take a few minutes from your busy schedules that evening and join us for good food and conversation.

2010 Food Concession Applications will be available in February 2010.

Thanks and I look forward to seeing you all in August!

Margaret Thornburg  
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[www.coloradostatefair.com](http://www.coloradostatefair.com)



2009

**Food Concessionaire  
Dinner/Meeting  
Wednesday, August 26, 2009  
6:00pm  
Kitchen Craft Hall**

**Upstairs in the Colorado Room**

Dinner and Drinks Provided By: German Specialties & the Pepsi-Cola Bottling Group of Pueblo

**FAIR DATES:**

Friday, August 28, 2009-Monday, September 7, 2009

**FAIR CONCESSION HOURS:**

Daily-----11am-11pm

Food Concessionaires may choose to stay open until midnight. All Food Concessions must be closed by midnight. (exceptions are places serving hard liquor-can be open until 1:30am)

**OFFICE HOURS:**

Food Concession Office is located inside the Kitchen Craft Hall

August 28-September 7-----8am-4pm (on the grounds 4p-7p)

CSF Administration Office is in the Kitchen Craft Hall

August 24-August 27-----8am-5pm

August 28-September 7-----8am-TBA

Security Office Hours

August 28-September 7-----8am-5pm

**REMEMBER:**

The Food Concessionaire shall comply with all applicable state and federal laws and be familiar with the procedures and information set forth in this manual and the contract agreement. Violation of any portion of the food Concessionaire's contract shall be considered for permanent ejection from the Colorado State Fairgrounds. Policy prohibits Colorado State Fair Staff from receiving free food, beverages or gifts. Please do not embarrass the staff by offering food or beverages at no charge.

**U.S. MAIL-UPS-FEDEX:**

\***U.S. Mail-** For your convenience, all regular mail can be taken to the Colorado State Fair mailroom in the Butler Building by 2:00pm daily. Regular mail is brought and picked up from there daily.

\***U.S Mail-UPS**

~From August 17th-September 4th , 2009 all packages and U.S. mail will be delivered to CSF mailroom

~The mailroom will be open 8am-5pm, Monday-Friday and 9am-Noon, Saturday, Closed Sundays

~C.O.D. packages can be picked up Monday-Friday from 1pm-4pm at the mailroom

~All packages will be signed for by Fair personnel and documented into a logbook.

Vendors will be required to sign the CSF logbook in order to receive their package.

~Packages not picked up within three (3) days will be returned.

~**There is no storage available for vendors in the CSF mailroom**

\***FedEx**

~You, the Concessionaire, are responsible for calling Federal Express at 1-800-238-5355 to arrange pickup

~Then you can take your FedEx package to the mailroom by 2pm Monday-Friday.

~Federal express will pick up all collected FedEx letters and/or packages by the end of each day from the mailroom.

**PHOTO COPY CENTER:**

There will be a photo copy and fax center located in the Food Concessions Office located in the Kitchen Craft Hall.

~Faxes-Incoming and Outgoing are \$1 per page ~Copies are \$.25 per page

**MOTORIZED VEHICLE APPLICATION REQUIREMENTS:**

- ~Vendor’s name, business name and locations
- ~Make, model and serial # of carts(s) to be used
- ~Certificate of insurance covering comprehensive, general public liability and property damage including personal injury. The certificate must name the Colorado State Fair and the State of Colorado as **ADDITIONAL INSURED**. The certificate must cover the time the service vehicle is to be on the Fairgrounds.

**ADDITIONAL RULES INCLUDE:**

- \*Permits must be displayed on the front of the vehicle.
- \*A licensed driver shall operate golf cart.
- \*Drivers must adhere to travel routes, one-ways and all other restrictions imposed by the Fair.

**MISCELLANEOUS COLORADO STATE FAIR INFORMATION**

- \*Shuttles run from 9am-Midnight from the South & Preferred parking lots to Gate #2 on Monday-Friday and 8am-Midnight on Saturday-Sunday.
- \*Smoking by order of the State Fair Marshall is prohibited at all times inside Colorado State Fair buildings and restrooms.
- \*Messages will be delivered to you. However, if you expect calls, please check with the Food Concession Office in the Kitchen Craft Hall. We suggest that you leave the Colorado State Fair phone numbers 719-561-8484 ext. 2028 or 1-800-876-4567 ext. 2028 with your family and associates, should it be necessary to contact you.
- \*Several ATM units will be located on the Fairgrounds.
- \*First Aid is open Noon-Midnight, Monday-Friday and 10am-Midnight, Saturday-Sunday.
- \*Pay phones are located in various locations on the Fair grounds.
- \*Lost and Found articles can be taken to or found at the Security Office.
- \*There are three Guest Service Information Booths on the Fairgrounds to provide information and assistance at gates #2, #5, #9.
- \*Our goal at the Colorado State Fair is to provide a safe place for the Concessionaire. If you notice any missing or damaged items **REPORT THEM TO THE POLICE**.
- \*The Fair does NOT provide tables, chairs, draperies, etc. You may contact Grand Rental at (719) 542-4641 or Rent a Tent 1-800-554-2270.

**GATE HOURS:**

- Gate #1-----Food Concessionaires & Service Arroyo Ave-----6am-1am
  - Gate #2-----Pedestrian- Arroyo Ave-----7am-11pm
  - Gate #3-----Not for Food Concessionaire or Public Use
  - Gate #4-----Livestock- Prairie Ave-----Open 24hrs
  - Gate #5-----Pedestrian- Prairie Ave-----7am-11pm
  - Gate #6-----Pedestrian & Service- Small Ave-----Open 24hrs
  - Gate #7-----Not for Food Concessionaire or Public Use
  - Gate #8-----Service- Small Ave-----If open can use
  - Gate #9-----Pedestrian- Beulah Ave-----7am-11pm
- (Subject to change)*

**GENERAL GATE ADMISSION**

- Daily Age 6 and Under.....Free
- Monday-Thursday Age 7 and up.....\$5.00
- Friday-Sunday Age 7 and up.....\$8.00
- Labor Day Age 7 and up.....\$8.00

**IMPORTANT TELEPHONE NUMBERS:**

- Colorado State Fair-----719-561-8484 1-800-876-4567
- CSF Fax-----719-560-1952
- Food Concession Office-----ext. 2028
- Maintenance & Camping-----ext. 2023
- First Aid-----ext. 2436
- Security-----ext. 2405
- CSF Police-----ext. 2037
- State Department of Revenue-----719-542-3735
- City of Pueblo Tax-----719-584-0860
- Pueblo County Tax-----719-583-6551
- UPS-----1-800-742-5877
- Fed Ex-----1-800-238-5355

[www.coloradostatefair.com](http://www.coloradostatefair.com)

A tax settlement will be sent to you in January of 2010. This tax statement is your property (Percentage) value based on the Lease of the year indicated.

If you should have questions, Please contact the Pueblo County Assessor's Office (719) 583-4418

#### **VERY IMPORTANT INFORMATION:**

\*Pepsi will supply ice on the fairgrounds this year. Your contacts at Pepsi will be Chuck Gallegos at 719-240-6862 and Joe Pye at 719-240-2726. Absolutely No food items are to be stored in the iceboxes. Any violations will result in discontinued service of ice.

\*Your suppliers will be allowed to service your food needs until 9:30am daily.

\*Pepsi-Cola Bottling Group of Pueblo is the OFFICIAL SOFT DRINK of the Colorado State Fair.

\*A **DETAILED** Pepsi information sheet is included with your contract information.

\***GREASE**.....all grease must be put into containers and **NOT DUMPED** in sewers, dumpsters or portapotties!!!! Place all containers outside of your space and maintenance will pick up the containers daily. Any

Food Concessionaire dumping grease will be charged for cleaning and will **NOT** be invited back.

\*The TAX people will be here from 9 am- 5pm, Monday, September 7, 2009. Location to be announced later.

\*Watch for information from the **AUDITORS** regarding dates and times for settlement.

\*Sales Tax 7.4% (State 2.9%, City 3.5%, County 1%)

#### **MONEY REQUIREMENTS:**

**CONCESSIONAIRE will be permitted to set up when all accounts are paid in full. There are no exceptions.**  
NOTE: All guarantee money paid after August 1<sup>st</sup> must be paid in cash or certified funds. NO CHECKS!!!

#### **INSURANCE REQUIREMENTS:**

- A. The contractor shall obtain, and maintain at all times during the term of this contract, in the following kinds and amounts:
1. Worker's Compensation Insurance as required by state statute, and Employer's Liability Insurance covering all of contractor's employees acting within the course and scope of their employment.
  2. Commercial General Liability Insurance written on ISO occurrence form CB 0001 10/93 or equivalent, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:
    - a. \$1,000,000 each occurrence;
    - b. \$1,000,000 general aggregate;
    - c. \$1,000,000 products and completed operations aggregate; and
    - d. \$50,000 any one fireIf any aggregate limit is reduced below \$1,000,000 because of claims made or paid, the contractor shall immediately obtain additional insurance to restore the full aggregate limit and furnish to the state a certificate or other document satisfactory to the State showing compliance with this provision.

#### **HOURS MOTORIZED VEHICLES CAN BE ON THE GROUNDS:**

Daily 7:00am-9:30am

#### **MOTORIZED VEHICLES:**

**~Driving on the Fairgrounds-** Anyone driving any type of motorized vehicle onto the Fairgrounds must drive at a safe speed and must yield to pedestrian traffic. The speed limit on the fairgrounds is 5mph at all times. Should an accident happen that could be attributed to the vendor, the vendor's employees or their operation, that vendor will be held liable. The use of any self or motor powered vehicle such as ATV's (4 wheelers), bicycles, scooters, skateboards, roller blades or other skates is **NOT allowed.** Exceptions are made for the mobility impaired with prior approval.

**~Golf Carts & Carriers-** Use of golf carts or similar motorized vehicles are limited to the following-suppliers, vendors who have contracted two (2) or more locations, carnival owners and their authorized agents, State Fair officials and their authorized agents, regulatory agents and police & emergency personnel. **Carts must be operated by a licensed driver, adhering to travel routes, one-ways and all other restrictions.**

#### **A SPECIAL PERMIT IS REQUIRED TO OPERATE GOLF CARTS ON THE FAIRGROUNDS .**

Any Vendor desiring to use a golf cart or similar motorized vehicle during the Fair must complete an application form with Security Office. Office hours are August 24<sup>th</sup> -September 7<sup>th</sup> from 8am-5pm.

Applications will only be accepted at the discretion of the management of the Colorado State Fair. Upon approval, a permit must be purchased for \$50.00 per vehicle.

Golf cart usage is a privilege and carries a tremendous responsibility. It is the responsibility of the vendor to instruct employees in the safe use of a cart and to familiarize themselves with the rules regarding their use. If a vendor is allowed the privilege of using a golf cart, he or she will be given a set of rules to follow. If these rules are not followed, the privilege may be revoked without warning.

20. The Fair RESERVES THE RIGHT, and has the authority to either impose fines or terminate any Concessionaire immediately and without advance notice, upon violation of any of the Fair's applicable rules or regulations.
21. The Fair reserves the right and authority to arrange spaces or move Concessionaire to another location. The Colorado State Fair will do its best to see that there is diversity in the assignment of Concessionaire space.
22. The Fair reserves the right to remove any Concessionaire, and his /her trailer from the fairgrounds, should the Fair Management feel the Concessionaire is not keeping with the overall purpose and policies of the Colorado State Fair. Intoxication, use of or possession of any controlled substances, or impolite, discourteous or obscene speech or conduct toward, or within hearing range of the public is grounds for termination of the contract at the sole discretion of the Colorado State Fair.

**ELECTRICAL INSPECTIONS:**

- \*Upon compliance with the electrical requirement, each location will be issued a permit that must be posted in a visible location within the building or trailer. Cost of permit is \$75.00
- \*All requests of the Pueblo Regional Building Department shall be complied with promptly and no Food Concessionaire will be allowed to operate unless authorized to do so.
- \*The Fair's electrician will be available during business hours to adjust any difficulties with the power systems, but shall not repair or adjust any appliances or equipment.
- \*Installation of any new electrical services, or special wiring or line extensions to a structure must be done by a licensed electrician and shall be at the Food Concessionaires' sole cost and expense.
- \*The Fair shall not be responsible for any electrical power surges or any loss of business due to outages.

**\* All food vendors are required to cover any cables or cords that might be considered a trip hazard.**

**HEALTH DEPARTMENT:**

The Pueblo City-County Health Department will be visiting each Food Concession and all Concessionaires need to comply with State and City regulations. Those who do not comply will not be invited back, and are subject to fines when appropriate.

**POSSESSORY INTEREST TAX:**

The Colorado Supreme Court made a decision in February 2001 stating that anyone who has a lease agreement with an exempt organization (Colorado State Fair) will be taxed based on the lease amount (Percentage paid to the Colorado State Fair).  
 In this law, it states that if you lease a space, you are in possession of that space and will be taxed as if you own the property. There are three factors that indicate ownership. (1) an interest that provide a revenue generating capability to the private owner independent of the government property owner; (2) the ability of the possessory interest owner to exclude others from making the same use of the interest (3) sufficient duration of the possessory interest to realize a private benefit.

*Food Concessionaires must comply with all state and local laws and regulations including but not limited to, laws and regulations concerning taxation, health, safety, labor, employment and licensing. The Food Concessionaire understands that it is an independent contractor and is not covered by the Fair's workman's compensation insurance. The Food Concessionaire agrees to indemnify and hold harmless and defend the Fair, its officers, agents and suits resulting from any damage, injury or loss to any person or persons, including all persons to whom the Food Concessionaire may be liable under any workman's compensation law, social security law and contractor itself; from any loss, damage, cause of actions, claims or suit or damages of any nature whatsoever, including but not limited to loss of property, goods, wares or merchandise, caused by or arising out of or in any way whatsoever connected with the exercise by the food Concessionaire of the contract.*

**CREDENTIALS:**

Food Concessionaires will be issued credentials at no additional charge, based on the value of food space rented. A season pass includes 11 individual tickets. Parking permits in the South Parking Lot will be issued on a similar scale as indicated on the following schedule:

Contracted Space Value	Under \$1000	\$1099	\$2000- \$2999	\$3000- \$3999	\$4000- \$4999	\$5000- \$5999
Inside Parking	1	1	1	1	1	1
South Parking	2	2	2	2	2	2
Season Pass	2	3	5	7	9	11
	\$6000- \$6999	\$7000- \$7999	\$8000- \$8999	\$9000- \$9999	\$10000- \$10999	\$11000- \$11999
Inside Parking	1	1	1	1	1	1
South Parking	2	2	2	2	2	2
Season Pass	13	15	17	20	22	24

*Passes will increase by two (2) per additional \$1000.00 spent*

**EXTRA SEASON PASSES**

Extra Season Passes Purchased by Food Concessionaires:

- \*Season Passes **WILL NOT BE REFUNDABLE**  
*(you will need to be careful not to over-purchase)*
- \*Season Passes **MUST BE PAID FOR UPON PURCHASE**  
*(Can not be applied to end of Fair settlement)*

Credentials can be picked up beginning Wednesday, August 19<sup>th</sup> in the Food Concessions/Commercial Exhibits Office 8am-5pm. Please pick up BEFORE Thursday August 27<sup>th</sup>.

The Food Concessionaire is **RESPONSIBLE** for reporting all lost and stolen credentials to the Credential Office. The Fair will **NOT** replace any lost or stolen credentials.

not be held liable for any debt, tax, or assessment accrued by the Concessionaire in the operation of the space, or for any salary or expense due to the employees/staff.

10. To help resolve complaints, misunderstandings or problems between Concessionaires on the Fairgrounds, the Concession staff is available for assistance. We ask that you first try and resolve the situation yourselves. If a dispute continues, please make an appointment with the Food Concession Office for all parties to meet and resolve the difference.
11. The Fair reserves the right without limitations to restrict the use of lights, microphones, demonstrations, or giveaways which in the sole judgment of the Fair, detract from the overall appearance of the area, interfere with the traffic flow, or block neighboring Concessionaires. All sound devices such as radios, stereos, speakers, organs, and any other attention-getting devices must be controlled, so as not to interfere with other Concessionaires. Flashing colored lights and sirens are prohibited in all areas. The Fair reserves the right and privilege to inspect confines of said at any time.
12. The Fair grants concessions for the privilege of selling novelties at the Colorado State Fair. In order to protect this privilege, Concessionaires are not permitted to give away, sell or promote items deemed by the Fair in its sole discretion, to be novelties of a type which are usually sold from novelty stands. No helium balloons are permitted.
13. The Fair does not condone or support a NO REFUND POLICY. Concessionaires are encouraged to set a reasonable/return/exchange policy for use during the Fair.
14. The Concessionaire agrees to hold the Fair harmless from any liability by reason of injury or loss to any person, equipment, or goods from cause whatsoever, and the Fair shall not be liable for any damage, loss or injury to the person suffered on, in, or about the premises or by reason of and resulting from any carelessness, negligence or improper conduct on the part of the Concessionaire, employees or agents.
15. **VIOLATION OF CONCESSIONAIRE CONTRACT SHALL BE CONSIDERED GROUNDS FOR PERMANENT EJECTION FROM THE COLORADO STATE FAIR, SEIZURE OF ANY OFFENDING EQUIPMENT, GAME OR PRIZES, AND FEDERAL PROSECUTION UNDER ANY APPLICABLE STATE STATUE.**
16. **NO WEAPONS OF ANY KIND ARE ALLOWED ON THE FAIRGROUNDS AT ANY TIME!**
17. The Fair reserves the right to prohibit or restrict any Concessionaire or any part thereof which, in the sole judgment of the Fair, detracts from the character of the Concessionaire of which may be objectionable or offensive to neighboring Exhibitors or the public. This right extends without limitation to persons, things, conduct, signage, or printed material. In order to assure compliance by the Concessionaire, the Fair hereby reserves the right to enter any location the Concessionaire has on the fairgrounds for the purpose of inspection.
18. The Fair reserves the FINAL and ABSOLUTE RIGHT to interpret rules and regulations.
19. The Fair reserves the right to settle and determine all matters, questions or differences in regard to the Fair. Concessionaires agree to abide by the rules and regulations as set forth by the Fair.

Credentials purchased are for those who **work** at the Fair. Any attempt on the part of the Food Concessionaire, their employees, agent or representatives to sell, exchange or barter any privilege or admission credential issued by the Fair, will be sufficient cause for termination of the contract and ejection from the Fairgrounds.

#### **DAILY FOOD CONCESSION REPORTS:**

~2009 daily food reports are available from the Food Concession Office in the Kitchen Craft Hall. **PLEASE USE ONLY REPORTS PROVIDED!!**

~Daily reports **MUST** be turned in by 10am to the food auditors. Location TBA. A collection box will be available.

#### **FOOD CONCESSION SETUP:**

- \*Food Concessionaires can setup beginning Friday, August 21<sup>st</sup>.
- \*All food Concessionaires must be fully operational by 11am opening day Friday, August 28<sup>th</sup>.
- \*All fees must be paid in **FULL** and all paperwork on file **BEFORE** the Food Concessionaire is allowed to move into their contracted space.
- \*NEW Food Concessions should not attempt to locate their space without reporting to the Food Concession Office to verify location.

#### **FOOD CONCESSION SPACE REGULATIONS:**

1. Bullpens-Construction shall be professional in appearance and in good repair.
2. Cleanliness-Concessionaires shall maintain the premises (trailer, bullpen, sidewalks, etc.) in a clean and wholesome condition free of any objectional noises or nuisances.
3. Food staff should be neat, clean and attentive to the public.
4. Each concessionaire is responsible for cleaning the concession area at the end of each day.
5. Please break down boxes before disposing of them in trash receptacles.
6. **GREASE**.....all grease must be put into containers and **NOT DUMPED** in sewers, dumpsters or porta-potties!!!! Place all containers outside of your space and maintenance will pick up the containers daily. Any Food Concessionaire dumping grease will be charged for cleaning and will **NOT** be invited back.
7. Sign boards must be placed **NO** more than 3 feet from trailers or building- **not placed out in the center of the streets**. Aisles/streets **CANNOT** be blocked at any time. **SIGNS MUST REMAIN IN THE CONTRACTED SPACE!** Hand made signs will **NOT** be accepted.
8. Concessionaire shall not voluntarily or by operation, permit the premises to be occupied by anyone other than Concessionaire or staff. The Concessionaire shall not use the premises or any part thereof, to be used for any purpose or under any other name whatsoever, except as listed on the contract. The Concessionaire enters into the contract on the condition that it shall terminate upon any transfer or change of ownership. The Concessionaire shall not assign, sub-lease, or apportion the whole or any part of assigned space.
9. The Concessionaire is responsible for all costs including: all labor, materials, equipment and supplies, and for any other items necessary for the performance of the contract. The Fair shall