

## Topsham Fair

### Concessionaire Terms and Conditions

- A. Concessionaires do not have “grand fathered” rights to any particular space or location, and may be relocated or eliminated if Fair Officials determine it to be advisable. Concessionaires may not sublease to another vendor.
- B. No tent stakes will be driven through the pavement, and all tents of less than 576 square feet must be freestanding, on a frame, with no exterior guide or tent ropes.
- C. Concessions that are unprofessional in appearance or which provide poor quality of product or services, or where the concessionaire or his employees fail to cooperate with fair officials, are prohibited.
- D. “Wooden structures” are not prohibited but all structures of wood must be painted or stained. All other coverings must be of tent type material, as tarps are prohibited.
- E. In order to facilitate cleanup work, awnings on booths shall not be left overhanging the walkways at night, and no vehicles shall be kept in adjacent areas. Booths creating special cleanup problems must cooperate with the cleanup crews and may be charged a supplementary cleanup fee.
- F. All concessions must be **opened and staffed from 10am to 9pm** unless approved by fair director. Hours of fair.
- G. No signs, posters or etc. are to be stapled in any building, pole, tree, etc. signs must be neatly printed and displayed on a easel.
- H. Canvassing, solicitations, counseling, or meeting must be confined to the concessionaire’s space and in no case may be extended into any other part of the fairground.
- I. All concessions must be checked in with Kathi Yergin via cell phone 207.577.8896 or in the office when arriving.
- J. Failure to sell or exhibit what the contract states, will be just cause for removal of the product or the concessionaire.
- K. The use of electrical ovens and/or fryers is prohibited.
- L. No obscene poster, hats, t-shirts, or other items may not be displayed or given away as prizes nor may any item be deemed as nuisance (i.e. canned string, snaps, bag bombs, or Mylar balloons) be sold or given away. Failure to comply will be just cause for removal of the product or the concessionaire.
- M. All concessionaires must comply with the fairs liability insurance requirements. A **currant certificate of insurance** naming Topsham Fair as certificate holder is required prior to opening. Cancellation clause must be included on policy. **Proof of insurance coverage is mandatory no vendor will be authorized to set up without insurance. All insurance certificates must be sent to the fair before July 1<sup>st</sup>.**
- N. Only the Styrofoam food serving containers allowed are those which may be recycled or are biodegradable.
- O. **All food concessionaires must provide the Topsham Fair with a copy of their current State of Maine Department of Human Services Foods Vendors License, or proof of payment prior to set up.**
- P. **All concessionaires are subject to sale tax collection must provide the Topsham Fair with a copy of their State of Maine Sales Tax Certificate prior to set up.**
- Q. Any sales of illegal items will result in immediate expulsion and removal of the Fairgrounds.
- R. A concessionaire or exhibitor may be required to leave the Fair for noncompliance with these rules and regulations. In such case no refund of rental or other charges will be made.
- S. There is to be **NO GOLF CARTS** out any gate or on the midway after 10:00am. There will be no exceptions!!
- T. **All concessions must not tear down until the fair is officially over.**

#### Special Note:

Gray water and grease will be disposed of as per the State of Maine Eating and Lodging rule 10-144A-CMR 8.1.c.1