

# The 107<sup>th</sup> National Orange Show Fair

## Food Concessionaire Handbook

April 17<sup>th</sup> thru April 21<sup>st</sup>, 2024



# **2024 National Orange Show Fair**

## **Food Concessionaire Handbook**

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**\* Subject to change.**

**- The National Orange Show will hereafter be referred to as “NOS”**

# **2024 National Orange Show Fair**

## **Board of Directors & Management**

### **Board of Directors**

**Robyn Jutzy**

**Dr. Patrick Garcia**

**Dr. Donald Averill**

**Larry Curti**

**Dr. Ernest Garcia**

**Wilfrid C. Lemann**

**Patrick O'Reilly**

**Dr. Robert Percy**

**Brian Smith**

**Sean Varner**

**President**

**Chair - Elect**

### **Management**

**Dan Jimenez**

**Sheri Raborn**

**Alan Conrad**

**Ismael Ledesma**

**Alma Lecona**

**Leslie Bischoff**

**CEO/President**

**Controller/Operations**

**Director of Production**

**Production/Security**

**Event Production Assistant**

**Director of Marketing & Public Relations**



**National Orange Show  
689 South "E" Street  
San Bernardino, California 92408  
(909) 888-6788**

# 2024 National Orange Show Fair

## General Information

### A. Gate Hours:

- |                                               |              |
|-----------------------------------------------|--------------|
| • Wednesday, April 17 <sup>th</sup>           | 5pm to 10pm  |
| • Thursday, April 18 <sup>th</sup>            | 5pm to 10pm  |
| • Military Appreciation Dinner                | 3pm to 5pm   |
| • Friday, April 19 <sup>th</sup>              | 5pm to 11pm  |
| • Sunshine Day Friday, April 19 <sup>th</sup> | 10am to 12pm |
| • Saturday, April 20 <sup>th</sup>            | 12pm to 11pm |
| • Sunday, April 21 <sup>st</sup>              | 12pm to 10pm |

**Closing time is subject to change at discretion of the  
National Orange Show Management.**

Booths **MUST** be staffed and open during gate hours. Concession stands must remain open until notification is received from a NOS representative that they are to close.

### B. Exhibitor & Concessionaire Parking Fees:

- |                                                    |              |
|----------------------------------------------------|--------------|
| • Stock Truck Parking Space (with electrical)      | \$55/per day |
| • RV with (1) Auto Parking Space (with electrical) | \$75/per day |
| • RV & Stock Parking Space (w/out electrical)      | \$35/per day |

C. **Utility Fee:** Due to the continual rise in utility costs, the NOS Events Center will be charging a \$250 flat utility fee per food trailer.

# **Welcome to the 107th National Orange Show Fair**

**April 17th thru April 21st, 2024**

The NOS has established the following “Rules & Regulations” to create and maintain the best possible food and beverage concession program for our visitors and patrons. This manual contains the “Rules and Regulations” that becomes part of your License Agreement once it is signed and executed. The NOS Events Center reserves the right to change any rules and/or regulations as it deems necessary.

**AUDITORS** - The Fair auditors will make periodic, unscheduled on-site visits to verify sales (see audit procedures).

**CHILD LABOR** – All vendors must comply with all State and Federal labor laws.

**CONDIMENTS** - Concessionaire is solely responsible to ensure that condiment tables are cleaned regularly. Condiments should be served in hinged containers that close automatically or in individual serving packets. Condiment tables must be kept neat, clean and sanitary at all times.

**CONCESSION AND EXHIBIT EVALUATION** - To ensure the quality of participants in the National Orange Show Fair, an evaluation will be performed on all concessionaires. This evaluation will be used to determine which participants will be invited back for the 2024 National Orange Show Fair. It is in the best interest of the Show and the concessionaires to guarantee the patron of the National Orange Show complete satisfaction with their visit. You may obtain a copy of the completed evaluation form from the Fair Manager.

**CUPS** - Beverages **MUST** be sold out of the cups with straws and lids.

**DISPLAY** - If real food is used in displays, it cannot be served to the public at any time. All display food must be destroyed after use. Display food should be in plexiglass enclosed cases. NOS suggests using photographs to display food for sale. No “food warmers” or “hot plates” shall be placed on counters. Coffee making units should not be out in the open. Use only bulk dispensing equipment for drinks.

**DISPOSAL OF ASHES** - No person shall place, deposit or dump any ashes or coals in or upon any hazardous fire area except; in the hearth of an established fire pit or fireplace; or in a non-combustible container with a tight-fitting lid, which is kept or maintained in a safe location not less than 10 feet from any combustible vegetation or structure. A framed box with sand is to be under all barbecues.

**GOLF/ELECTRIC CARTS** - NOS restricts the use of carts on the grounds to hauling product or merchandise only. Carts are not to be used to transport or tour people. Parking carts in front of public areas is prohibited.

**EXCESSIVE NOISE** - Excessive noises (such as stereos, radios, televisions, shouting, amplified voices) will not be allowed without prior management approval.

**FOOD & GREASE DISPOSAL** - Food concessionaires must use provided grease barrels for the disposal of grease and cooking oil. Any concessionaire disposing of grease in planters, trash bins, sewer or leaving grease at trash receptacles in their original containers, will be fined \$250.00 for each violation and will not be invited to return in the future.

**HEALTH PERMIT** - All Concessionaires submit their San Bernardino County Health Permit by April 1<sup>st</sup>. All violations of health department rules and regulations noted on your inspection reports must be corrected immediately.

**LIABILITY** - The Licensee is advised that the NOS assumes no responsibility whatsoever to ensure the safety of the product in any way, the property of the Licensee from fire, theft, malicious mischief, accident or other causes. The Licensee is charged for protecting their property at all times during the National Orange Show.

**LITERATURE DISTRIBUTION** - All dealings conducted by Licensee must be performed as to not infringe upon the rights of another Licensee or offend guests of the NOS. Should the Licensee desire to pass out printed material, or other articles, this must take place only from the assigned space and is subject to prior management approval.

**MENU/PRICE LIST** - The NOS approves all menus and pricing. Written requests for any changes, additions and/or deletions must be approved by the NOS. Any concessionaire not submitting their menu for approval will have their prices set by the NOS upon their arrival. Failure to follow this policy will result in the concessionaire, whether independent or contracted, being charged an additional 10% commission for the festival and the loss of invitation to provide future services at the National Orange Show Events Center.

At each stand the menu must be easily visible and readable from the front of the stand. Do not make any changes without permission from the NOS.

Price Bottled Soft Drinks: **\$TBD**

Prices - Other Beverages:

- Bottled Water \$TBD
- Gatorade (20 oz) \$TBD
- Monster (16 oz) \$TBD
- Red Bull (8.3 oz) \$TBD

- All beverages must be sold in wax coated paper cups or Styrofoam cups with lids.
- All beverage prices are subject to change without notice.

**NOS RULES AND REGULATIONS** - All Licensees must comply with all applicable federal, state and local statutes, ordinances, rules, policies and procedures as part of your agreement.

All fees due from your Licensee Agreement must be paid by the due date set forth in the Agreement. All Licensees are expected to adhere to all deadlines, policies, rules and regulations set forth by the National Orange Show. An administrative fee of \$25.00 will be assessed for lost contracts that need to be replaced. If fees are not paid by the deadline on the License Agreement, and Licensee still wishes to participate in the National Orange Show Fair, a \$100.00 fee will be assessed. This fee is non-refundable. All License Agreement payments must be paid with a cashier's check or money order. **No personal checks will be accepted.**

The NOS retains the right to restrict, exclude or evict Licensee, which, because of their method of operation, noise or other features become objectionable or which, in the opinion of the NOS, may detract from the general character of the event. This includes persons, things, printed matter or anything else the NOS deems objectionable. If the above-mentioned action becomes necessary, the NOS may retain the rent paid as liquidated damages for breach of the License Agreement.

The NOS reserves the right to reasonably refuse service and/or admission to anyone.

The NOS reserves the right to formulate additional rules and regulations if necessary and each Licensee shall abide by such additional rules and regulations.

**NOVELTIES** - Items such as carnival or novelty jewelry, balloons, patches, trinkets, pennants and stickers are not to be sold or given away.

**PARKING** - Detailed information forthcoming. Please refer to "General Information" on page 4 of this handbook.

**PERSONNEL** - Concession stands must be always staffed and services available during the official event hours. Accessibility for the visitors must be guaranteed. Personnel must remain within the confines of the spaces while conducting business.

All personnel must be properly and tastefully clothed in a clean uniform, a name tag, a company issued hair restraint, as required, and always conduct themselves in a professional manner.

Concessionaire is responsible for any claims, liabilities and actions relating to the conduct and representations of personnel in said space. There will be no eating, drinking or smoking by food servers in the food preparation or serving area.

**PETS** - Dogs, cats and other pets will not be allowed on the grounds except for the RV Park area, where they must remain on a leash or inside a trailer. If the animal is found to be without a leash or outside the confines of the trailer, the animal will be removed from the RV Park. The sole exception will be service animals. Any dogs or animals found outside of the RV Parking area will be subject to pick up by the City of San Bernardino Animal Control Department.

**RAIN** - Regardless of weather, all stands are to remain open during the posted hours of the Fair. Participants located outdoors should make provisions to protect their setup and stock from sun, wind, inclement weather, flooding and sprinklers.

**REFUNDS** - To maintain good relations with our visitors and promote customer service, the Fair does not support or condone a "No Refund" policy. Participants are encouraged to set a reasonable return, refund and exchange policy for use during Fair.

**RESALE PERMIT** - All Licensees must submit their California State Board of Equalization Resale Permit by April 1st.

**SIGNS** - All signs must be professionally done. Any sign found to be homemade or undesirable by NOS Management will be taken down and must be replaced.

**SPEED LIMIT** - The speed limit on the National Orange Show Event Center property is 5 MPH. Pedestrians have the right of way.

**SUB-LEASING & RELOCATION** - Participants shall not assign, sublease or apportion the whole or any part of assigned concessions space without prior written consent of the NOS Fair. Products or firms other than those specified in the agreement must not be advertised in the participant exhibit space.

Concessions space is subject to relocation if deemed necessary in the sole judgment of the NOS Fair. A License Agreement may not be resold, assigned or transferred by a Licensee and any such assignment, transfer or resale shall be null and void.

**SKIRTING/SCREENS** - All trailers must have proper skirting around the perimeter to hide the undercarriage, wheels or chassis and the trailer hitch. All stands must have visual screening to hide the service/storage areas from public view.

**SMOKING** - Smoking is not allowed in food preparation facilities, participant's lounges or in any NOS Building. It is requested that no one smoke while in line or in children's outdoor activity areas.

**TRANSPORTATION** - All Licensees driving on the grounds must have in their possession a valid driver's license and proof of automobile liability insurance.

All illegally parked vehicles will be towed away at owner's expense.



# **National Orange Show Fair Official Supplier**

**COLD STAR ICE** - All ice distributed on the National Orange Show grounds will be distributed by Cold Star Ice. No other ice vendors will be allowed. Contact Warehouse Manager, Stephanie Enriquez at (909) 888-6788 Ext. 507 to order.

It is the intention of the Fair to choose suppliers in order to control vehicles and sales individuals from coming onto the grounds, to oversee the quality of product served, and to make ordering and delivering convenient and dependable. These are required to provide insurance and liability coverage to the Fair.

## **Load-In Times:**

- **Monday April 15, 2024 - 10am to 4pm**
- **Tuesday April 16, 2024 - 10am to 4pm**

**No other times will be allowed unless prior coordination is made with Alan Conrad.**

**Please call Alan Conrad if you wish to set up an appointment for load in:  
Office (909) 888-6788 Ext. 442 - [aconrad@nosevents.com](mailto:aconrad@nosevents.com)**

## **Point-of-Sale Audit Procedures**

When a concessionaire arrives on grounds, all point-of-sale terminals will be tagged with a number by the FAIR and audited. Please have all point-of-sale terminals that you plan on using available for inspection on Wednesday, April 17<sup>th</sup> by 10am.

An initial “Z” reading will be taken at the time of the inspection. Every “Z” reading thereafter must be in sequential order and be accounted for by the Food & Beverage Department or the concessionaire will be in violation of audit procedures and is subject to a \$200.00 fine.

At the end of each day, a “Z” reading will be taken. This “Z” reading and the tape itself must be delivered to the Accounting Department office at the end of each day or emailed to Sheri Raborn, otherwise the concessionaire is violation, and a \$200.00 fee will be assessed.

Any violation of “Addendum I” will result in a \$200.00 fine to the concessionaire.

Concessionaires’ percentage of payments will be accepted in the Administration Building. Appointments will be scheduled during load out for the following days and times:

- April 21<sup>st</sup> - Between the hours of 11pm - 1am
- April 22<sup>nd</sup> - Between the hours of 10am - 2pm

Only the point-of-sale terminals that have been pre-approved and issued ID numbers by NOS Management may be used during the operation hours of the Fair.

**All payments made on April 21st & April 22<sup>nd</sup> MUST be in the form of CASH.**

**NO checks or credit cards will be accepted!**

## **ADDENDUM "A"**

### **"INSURANCE REQUIREMENTS"**

1. LICENSEE shall, at its sole cost and expense, maintain through the term of this license agreement the following insurance:

- (a) Comprehensive general liability coverage for bodily injury or death and property damage, with minimum limits of liability of \$1,000,000\* combined single limits per occurrence with a \$2,000,000 general aggregate. (including products, completed operations and coverage for all owned and non-owned vehicles, if applicable); and
- (b) Workers' Compensation coverage in accordance with applicable statutory requirements if applicable.

NOTE: Minimum limits of liability are subject to an increase depending on the type of event. (i.e. Concerts, Rodeos (\$3,000,000), Carnival rides (\$5,000,000) etc.)

Licensee shall provide NOS with a standard form Insurance Certificate demonstrating the required liability coverage and naming NOS, its officers, directors, agents and employees as additional insureds (see required language in paragraph 8).

2. The insurance certificate must contain the agent's name, address, telephone number, the name of the insuring company(s) policy limits, and policy number of the Licensee.

3. There shall be no deductibles or self-insured retentions which will be charged or assessed against NOS.

4. An original insurance certificate containing the signature of an authorized representative must be delivered to the NOS at least ten (10) days prior to the event.

5. Certificate must list the name, address, telephone number of the entity to respond to any claim or service of suit.

6. Licensee and Licensor agree to indemnify, defend and hold harmless each other and their officers, employees, and agents from and against any liability, loss, expense (including reasonable attorney's fees) or claim for injury or damages arising out of the performance of this Agreement, but only to the extent resulting from the negligence or willful misconduct of the indemnifying party, its officers, employees or agents.

7. Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.

8. Certificate must name as additional insureds; *"The State of California, the National Orange Show, California Fair Services Authority and their respective agents, officers, servants and employees, with respect to all events, activities, premises and operations which are the subject of this Agreement."*

## **ADDENDUM "A" CONTINUED**

9. In the event that the insurance certificate is not provided 10 days prior to the event date, NOS may purchase and provide the insurance coverage at Licensee's expense. The NOS will not be able to purchase insurance for any type of hazardous activity of the Licensee does not provide it 10 days prior to the event.

10. Dates: The dates of inception and expiration of the insurance. For individual events, the specific event dates must be listed, along with all set-up and tear down dates.

11. Licensee will defend, indemnify, save and hold harmless the State of California and NATIONAL ORANGE SHOW and its directors, officers, agents, employees, servants and assigns, from and against all claims, costs and expenses (including legal fees), demands, actions and liability of every kind and character

**YOUR INSURANCE CARRIER MUST HAVE AN "A MINUS" OR HIGHER RATING AND MUST BE ACCEPTABLE TO THE CALIFORNIA DEPARTMENT OF INSURANCE**

## **ADDENDUM "H" - "SHOW CONCESSIONS"**

1. LICENSEE will conduct his business in a quiet and orderly manner. LICENSEE will deposit all rubbish, garbage, tin cans, paper, etc. in receptacles provided by the NOS within said concession plot for such purpose and will keep the area within and surrounding said concession free from all rubbish and debris.

2. All buildings, tents, or enclosures erected under the terms of LICENSE AGREEMENT shall have the prior approval of NOS and the local fire suppression authorities. (All food concessions not restricted to specific items will submit menus and prices to NOS for approval prior to commencing operation).

3. LICENSEE will cause to be posted in a conspicuous manner at the front entrance to the concessions, a sign showing the prices to be charged for all articles offered for sale to the public under the LICENSE AGREEMENT; the size of said sign, manner and place of posting to be approved by NOS.

4. All food concessions not restricted to specific items will submit menus and prices to NOS for approval prior to commencing operation.

5. LICENSEE must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concessions ready for business each day at least one hour before the FAIR is open to the public. Receptacles will be provided at several locations to receive LICENSEES trash, and such trash must not be swept into the aisles or streets or any public space.

6. All sound producing devices used by LICENSEE within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of NOS as to the desirability of any such sound-producing device shall be final and conclusive. Sound amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from NOS.

## **ADDENDUM "I" - "SHOW POINT-OF-SALE TERMINALS"**

- 1. All point-of-sale terminals must be approved by the National Orange Show Management prior to opening of concession stand. At that time, an approval sticker will be issued, and a point-of-sale terminal number will be assigned.**
- 2. The National Orange Show approval sticker must be visible from the outside of the concession stand.**
- 3. One "Z" reading will be taken from each register daily. The reading must be taken at the end of every business day the register is used. All "Z" tape must be turned into the Management office at the end of each fair day (via email or at the Admin Building.**
- 4. All sales must be rung up into the point-of-sale terminal. No sales may be made from an open drawer.**
- 5. If a point-of-sale terminal breaks down all sales must cease until the existing point-of-sale terminal is repaired or a new point-of-sale terminal is in place and a new NOS sticker is issued.**
- 6. The point-of-sale terminal tape must be legible. No point-of-sale terminal is to run out of journal tape. Any breakdown of the point-of-sale terminal must be reported to the NOS Management immediately. You may not use a non-certified point-of-sale terminal or switch point-of-sale terminals without NOS Management approval.**
- 7. Over-rings must be circled on the tape and recorded separately indicating date, time, amount and cashier's name. Under-rings will be inspected in review of the tapes and adjustments will be made to the gross amount.**
- 8. The following are the requirements for register certification:**
  - a. Customer display (pivot display preferred)**
  - b. Continuous grand total**
  - c. Cumulative "Z" counter**
  - d. "X" reading capability**
  - e. 30 day back up battery**
  - f. Current printed date on detail tape**
  - g. Consecutive transaction number**
  - h. Readable journal tape**
- 9. A standard NOS Outside Concessions payment form will be used to determine funds due to the NOS.**



# 2024 NATIONAL ORANGE SHOW FAIR

## FOOD CONCESSIONAIRE RATE SCHEDULE

A \$50.00 non-refundable application fee is due with all applications. If your application is accepted, this fee is NOT part of the booth rent and is non-refundable.

A guaranteed minimum fee of \$500 will be due by concessionaire no later than April 1<sup>st</sup>, 2024. The rate structure is based upon 24% of your 2024 Fair gross sales (less sales tax) or guaranteed minimum fee of \$500, whichever is ultimately greater.

This is a guideline of the additional fees that we charge:

The RV Park will open Monday, April 15, 2024, at 10am and will operate on a first-come, first-serve basis. Alan Conrad will be parking units according to size and space required to best fit our RV park area. Move-out day will be Tuesday, April 23, 2024, by 12pm, unless otherwise pre-approved by National Orange Show Management.

Electrical 220 volts with 50 amps (included in RV space rental) – Any additional electrical usage will be billed on an individual basis. Our electricians will be monitoring electrical usage for 2024.

Electrical fee for food concessions stand (each 50/amp outlet) is \$250 flat fee per stand. Exhibitor & Concessionaire Parking Fees:

- |                                                    |              |
|----------------------------------------------------|--------------|
| • Stock Truck Parking Space (with electrical)      | \$55/per day |
| • RV with (1) Auto Parking Space (with electrical) | \$75/per day |
| • RV & Stock Parking Space (w/out electrical)      | \$35/per day |

### Cancellation Policy:

- Written requests are required for a refund. Send to: [info@nosevents.com](mailto:info@nosevents.com)
- 60 days before opening day, you'll receive a full refund.
- 59 days to 30 days before opening day, you'll receive a 50% refund.
- 29 days or less before opening day, guaranteed minimum fee is non-refundable.