



**\$50 DISCOUNT -- if all fees paid in full by  
February 15th (postmarked)**

## FOOD VENDOR FAIR DATES & HOURS

Thursday,	August 3	1 AM – 10PM
Friday,	August 4	11 AM – 11 PM
Saturday,	August 5	11 AM – 11 PM
Sunday,	August 6	11 AM – 10 PM

## General Information

Consideration will be given to those vendors who serve unique foods appropriate to the event. To insure variety and eliminate repetition, the Fair will limit the kinds of food and other items that will be accepted for sale at the Fair. When filled, categories may close prior to the registration deadline. Vendor selection from qualified applicants is based on the receipt date of completed applications, and submission of menus. The Fair reserves the right to select vendors based on suitability to an outdoor Fair and established category limits. Duplicate menus will be accepted due to location of food court.

When pricing your product(s), keep market fluctuations in mind. Prices may be lowered during the Fair (with approval), however they cannot be increased.

Food booth applicants must submit a proposed menu at the time the application is submitted. Menu changes without written authorization could result in booth closure.

Food vendors will be sent a packet of information including fire and health department regulations and any change in health fees. Food vendors or their representatives must sign an acknowledgement they have read and will abide by fire and health regulations.

No food vendor may transfer, let, sublet, or sell their booths either entirely or partially with or without charge. Menu items other than those approved by the Fair may not be sold from or advertised in the food vendor space. Fair personnel will periodically check food vendor booths during the event to insure compliance with the Fair Rules and Regulations and adherence to the approved menu. Violators of the Rules and procedures are subject to removal from the Fair and forfeiture of fees and/or refundable deposits.

## Make checks payable to SCCFMC

Mail application by June 1 and payment, booth layout, etc. by June 30, 2017 to: Adrienne South, Attn: Food & Beverage, 344 Tully Road, San Jose, CA 95111. Email: asouth@thefair.org

All Fair 2017 food vendor applicants must submit the following:

- Fair application no later than the deadline of June 1, 2017
- Payment for the required fees per the schedule and timeline
- Photo of food booth with scale drawing of booth layout
- Menu of items to be sold at the Fair
- Copy of valid sales permit
- Certificate of Liability

All vendors must comply with all local, state and federal regulations and fire and health codes. All vendors must have a valid sales permit and resale number, collect taxes and be responsible for all sales and collections. A sales permit can be obtained from the State Board of Equalization at (408) 277-1231. San Jose sales tax is 8.75% as of 11/6/16.

## 2017 Timeline

<b>February 15</b>	<b>Application deadline with Fees Paid in Full</b>
<b>June 30</b>	<b>Health fees &amp; forms due. Cancellation deadline for full fee refund (less \$50 registration fee and \$100 processing fee = \$150)</b>

## Booth space and set-up

Booth space is 10' wide by 10' deep, additional BBQ space is 15' deep by 10' wide, and deep fryer space is 10' wide by 7' deep. Additional space may be requested. See fee schedule for applicable charges. All booths must comply with the fire code. Any construction material, other than rigid framing, and all decorative materials must be fire resistant or fire resistant treated. Fire resistive paints and sprays must bear the State Fire Marshall's Seal of Approval. All booths must be cosmetically acceptable to Fair standards (clean and in good condition). Non-compliance will result in booth closure and forfeiture of fees. The Fair reserves the right to locate/relocate vendor booths according to the needs of the Fair and fire department. **No animals or alcohol allowed in booths at anytime.**

Booth rentals are available through the Fair. Booths consist of a front counter and the pre-set booth (no tables, chairs, etc.). Please indicate that you wish to rent a booth on the application. Booth fees must be paid in full no later than June 30, 2017.

The sale of food is restricted to the booth/cart and no solicitation of attendees or distribution of material is permitted outside a vendor's booth area. Food vendors are responsible for staffing, equipment, supplies, and assembling and dismantling their booths (this does not pertain to rented booths acquired through the Fair application). **All BBQ areas: you must protect the area with an approved covering** which measures two feet greater than the area of the BBQ (a minimum of 10 feet). **No tarps are allowed unless they are State Fire Marshall approved. Only fire retardant tarps with State Fire Marshall's Seal of Approval attached are allowed. Please call the local fire dept for instruction on approved ground coverings.**

*Food vendors will be allowed on the Fairgrounds on Wednesday, August 2 from 10AM until 4PM and on Thursday, August 3 from 8AM to 10AM for set-up.*

## California State Resale Number

All Licensees selling tangible personal products are required to have a valid California State Resale Number on file with the Fair Office. If you need to obtain a resale number, you can contact your Local State Board of Equalization office. The CA Seller's Permit is **required** in order to sell your products at the Fair AND must include the Santa Clara County Fair as a sub-location. You will be required to provide documentation if contracted.

## Power

Power will be provided as requested if available. The use of power is limited to cooking and refrigeration only. Power provided by the Fair are the only power sources permitted. Vendors have an option of purchasing power (power line to booth and usage) on the enclosed application. Please see electrical explanation to determine your electrical needs and applicable fees. A minimum 50' approved cord is required. **NO PERSONAL GENERATORS!**

## Liability Insurance

**Licensees, regardless of product(s) or service(s) offered, must have liability insurance.** You have two choices when providing proof of insurance to the Santa Clara County Fair: (1) You may provide insurance from a company of your choice. (2) You may purchase liability insurance from the Fair's Blanket Insurance Policy which is provided through the Division of Fairs and Expositions. Please call the Fair office for rates. Licensee's who have not provided the Santa Clara County Fair with proof of insurance will be prohibited from constructing their booth and conducting business.

**Licensees purchasing insurance from the Fair's blanket policy must pay their fees by MONEY ORDER ONLY! Please make your MONEY ORDER payable to C.F.S.A. (California Fairs Service Authority).** Please see additional information on the last page of this application. Licensee shall defend, indemnify and hold harmless the FMC (SCCFMC), the County of Santa Clara, State of California, their officers, directors, agent(s) and employee(s) from and against all liability, costs and attorney fees for injuries to or deaths of persons or damage to or loss of property, however arising or caused by Licensee's activities of the Licensee's use and occupancy of the premises under this license

## Signage

Health Department rulings require each booth/cart to have a clearly visible sign with the name, address and phone number of the owner, operator, permittee or business posted on the front of your booth. Please follow Health Department directives on sign requirements. Pre-printed booth and menu signs required. **No handwritten signs or sandwich board signs are permitted.** All Licensees must provide their own signs. Licensees are limited to one identification sign, no larger than 5'6" wide and 2' tall, and two small menu boards, no larger than 16" x 20". Please do not clutter your stand with signs. **Please do not distribute flyers or samples outside of your leased space.** The Fair has exclusive product licenses for certain products. Check with the Fair Office to confirm which products are considered exclusive. Any signs with logos from other companies must be removed or covered.

## Waste Management

The Fair will provide dumpsters and an area to dump gray water. **Vendors are responsible for disposal of grease, charcoal and ash in their own containers and must remove from site.** Food concessionaires must place grease in sealed 5-gallon containers, unless the Fair provides other containment. Vendors are responsible for removal of their own filled grease containers. Disposal of grease into drains or any other method not mentioned above is a violation of health codes and may cause immediate termination of your License Agreement. All boxes must be flattened before disposal in dumpsters. Food vendors with barbecues or deep fryers must protect the ground (see explanation above). *Food vendors are responsible for transporting garbage, and gray water to designated receptacle. Leaking bags/containers that leave a trail or mess in route to the receptacle or charcoal or ash residue will be grounds for loss of cleaning deposit for individual vendor or all vendors in area.*

## Water

The Fair anticipates an availability of on-site potable water. Vendors should be prepared to carry water from a distance (hand truck or flat bed recommended). Upon notice of any change, alternate arrangements will need to be made by the food vendor. The Fair will notify you of designated potable water source. Vendor must supply a 50' white RV water hose. Access to any other nearby water source is prohibited and is cause for immediate booth closure and removal from the Fair. Use of Fair handwashing station water is prohibited and could result in ejection from the Fair.

**Health Dept requires vendor to have warm water for handwashing.**

## Security

Limited. You are ultimately responsible for your own contents and equipment.

## Fire Extinguishers

All food concessionaires must provide their own fire extinguishers. Fire extinguishers must have a minimum rating of 2A10BC and shall have a tag attached or bear a printed date proving that it has been serviced within 12 months prior to the opening day of the Fair by a licensed servicing company. Any booth doing **deep frying requires an additional class K** portable fire extinguisher.

## Beverage Restrictions

The Santa Clara County Fair is a sponsored by Pepsi—**competing beverages by non-Pepsi owned companies are not permitted.** If you are in doubt please check with the Fair office. Pricing determined by Food and Beverage dept for soda and water. Sponsor may change prior to fair, so please verify with food & beverage dept prior to purchasing stock.

## Additional Information

Additional spaces are available for fee. All other fees are the responsibility of the vendor (including health fees and electricity fees).

**FOR ALL QUESTIONS CALL Adrienne at 408-494-3155 and leave a voicemail or email [asouth@thefair.org](mailto:asouth@thefair.org)**

Email is the best way to contact us. Voicemails will be returned within 48 hours.

## Payment of Fees

**All applicants are required to pay a \$150.00 processing fee with the submission of the Application. This amount will be applied towards the final booth fee.**

## Application deadline is: February 15, 2017 for discount

All returned checks will be assessed a \$45.00 service fee. You must pay returned check fees and unpaid balance by cash, cashier's check, money order, VISA or MasterCard.

Licensees shall pay for all required fees, taxes, and deposits by June 30<sup>th</sup>, 2017. Licensee shall obtain licenses applicable to the operation of said exhibit and shall be responsible for any city, county, state, and federal permits and licenses required by law.

**The Santa Clara County Fair Will Not Accept Personal Or Company Checks After June 30th, 2017.** All payments submitted on or after July 1<sup>st</sup> must be in the form of cash, cashier's check, money order, VISA or MasterCard.

## Application Policy

All paperwork and fees due by June 30<sup>th</sup>. The selection process is on-going, however, failure to comply with the deadlines and/or remit fees as outlined in this application will be considered an unwritten notification of cancellation. Vendor will forfeit all fees paid prior to the cancellation. **To receive a refund of fees, the Fair requires a written cancellation, which will only be accepted when dated prior to June 30, 2017 (email or postmarked).** A \$100 handling fee and the \$50 registration fee will be assessed against fee refunds (total \$150). If weather, acts of God, or other reasons beyond the control of the Fair causes the event to be cancelled, participation fees will not be returned and the Fair will not be liable to participants for failure of the event to take place. If vendors apply and are accepted on or after the June 30, 2017 deadline AND THEN cancel, no refunds will be issued under any circumstances.

## Health Permit

**Licensees selling, demonstrating, or giving away samples of food or beverage must have a valid health permit.** The Santa Clara County Department of Health and Environmental Services will inspect all food and beverage related booths several times during the Fair.

**All fees for the Health Department are included in the application total due and submitted to Food & Beverage Dept.** No permit applications will be accepted within 2 weeks of the fair date. **DO NOT make health permit payments directly to the Health Department.**

**ALL HEALTH PERMIT DOCUMENTS AND FEES MUST BE IN OUR OFFICE NO LATER THAN JUNE 30th, 2017. NO EXCEPTIONS. FOR CURRENT FEES AND DOCUMENTS PLEASE VISIT THE COUNTY HEALTH DEPARTMENT WEBSITE.**

## Cleaning Deposit for Food Concessionaires

Food concessionaires are required to submit a check (no credit cards) for \$200 as a cleaning deposit made out to SCCFMC. This deposit will be returned to the vendor if the space that was occupied during the fair is deemed clean by fair staff. If the space is left unclean or bags(s) of garbage are found not to be disposed of properly, the check will be cashed and the vendor notified. Checks will not be returned until this final inspection and will be returned no later than 2 weeks after fair ends if the space was clean.



## Checklist

***\$50 DISCOUNT -- if all fees paid in full by February 15th (postmarked)***

- ☐ Completed application (form 4)
- ☐ Completed food / beverage information (form 1 & 2)
- ☐ Completed electrical worksheet, if needed (form 3)
- ☐ Fee payment (checks payable to **SCCFMC**)
- ☐ Completed Health permit (must be done via computer or printed neatly)
- ☐ Booth layout diagram
- ☐ Certificate of Liability (add'l insured: Licensee shall defend, indemnify and hold harmless the FMC (SCCFMC), the County of Santa Clara, State of California, their officers, directors, agent(s) and employee(s) from and against all liability, costs and attorney fees for injuries to or deaths of persons or damage to or loss of property, however arising or caused by Licensee's activities of the Licensee's use and occupancy of the premises under this license.)
- ☐ Separate \$200 check for cleaning deposit made out to SCCFMC
- ☐ ***New Vendors*** – booth photo and diagram of booth layout

Please mail application and forms with your

payment made out to SCCFMC

**Mail to: Adrienne South  
Santa Clara County Fair  
344 Tully Road, San Jose, CA 95111  
[asouth@thefair.org](mailto:asouth@thefair.org)**

**Food / Beverage Information**

(Please type or print neatly)

Business Name: \_\_\_\_\_ Owner's Name: \_\_\_\_\_

Address: \_\_\_\_\_ City, State: \_\_\_\_\_ Zip: \_\_\_\_\_ Website \_\_\_\_\_

Email \_\_\_\_\_ Phone: Bus. (\_\_\_\_) \_\_\_\_\_ Cell: (\_\_\_\_) \_\_\_\_\_

On Site Contact Name: \_\_\_\_\_ Cell: (\_\_\_\_) \_\_\_\_\_ Email \_\_\_\_\_

Type of Concession: Self-Contained Food Trailer \_\_\_\_\_ Booth \_\_\_\_\_ Other: \_\_\_\_\_

Front dimensions \_\_\_\_\_ (Example: 10x20 booth = 20' across front and 10' deep)

Depth \_\_\_\_\_

**I. List of Foods / Beverages (if approved as per application) to be sold and price. List all items you wish approved**

EXAMPLE: HAMBURGERS

\$3.25

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

\*\*Use additional piece of paper if needed and attach\*\*

**Describe food preparation method**

EXAMPLE: HAMBURGERS

GRILL ON A PROPANE OR WOOD **BBQ, OR USE DEEP FRYER**

Please Circle

1. \_\_\_\_\_ Deep Fryer BBQ Propane Wood Charcoal
2. \_\_\_\_\_ Deep Fryer BBQ Propane Wood Charcoal
3. \_\_\_\_\_ Deep Fryer BBQ Propane Wood Charcoal
4. \_\_\_\_\_ Deep Fryer BBQ Propane Wood Charcoal
5. \_\_\_\_\_ Deep Fryer BBQ Propane Wood Charcoal

The Santa Clara County Fair is sponsored by Pepsi— competing beverages by non-Pepsi owned companies are not permitted. If you are in doubt please check with the Fair office. Please check with Adrienne before purchasing beverages to sell as sponsor may change.

**Complete reverse side of form (if copied 2-sided)**

Applicant: \_\_\_\_\_ On-site Contact: \_\_\_\_\_

Mark one (1) of the following with an (X):

\_\_\_\_\_ Applicant is a **Non-Profit** Organization or Individual.

California Corporation / Organization Number \_\_\_\_\_

\_\_\_\_\_ Applicant is a **Profit** Organization or Individual

Do you have a valid current California Seller's Permit? YES \_\_\_\_\_ NO \_\_\_\_\_

IF YES, WHAT IS YOUR RESELLER NUMBER? (PUT IN LETTERS THAT ARE ON PERMIT BEFORE THE NUMBERS) \_\_\_\_\_

If you plan on cooking outside your booth, please describe equipment and its dimensions.  
BBQ & Deep Frying must be done outside the booth

Number of years applicant has had a booth at the The Santa Clara County Fair \_\_\_\_\_

Have you operated a booth at this venue under a different name or organization name?

YES \_\_\_\_\_ NO \_\_\_\_\_ IF YES, WHAT WAS THAT NAME? \_\_\_\_\_

What type of waste product will your booth generate? (Example: grease, gray water, cardboard, etc.)  
Please describe. Failure to complete this question will result in an incomplete application, which will be returned to you.

Please describe any special requirements or considerations you have regarding the actual space allocations your booth and operations may have.

BBQ, (10' for booth & 15' for BBQ) Yes \_\_\_\_\_ No \_\_\_\_\_ **OR** Deep Fryers (10' for booth & 7' for deep fryers)? Yes \_\_\_\_\_ No \_\_\_\_\_

Will you require additional space other than what is stated above? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, how many feet? \_\_\_\_\_ Additional fee may apply

Do you need **Electricity** (110v)? Yes \_\_\_\_\_ No \_\_\_\_\_ Fee for electrical is \$0 for the first 15 amps and \$75 for each additional 15 amp circuit – 3 - 15 amp circuits = \$150

If you marked yes, please return Electrical Service Information Sheet (included in the package) with your application

Insurance company name \_\_\_\_\_ Policy Number \_\_\_\_\_

Send Certificate of Insurance to xxxxxxxxxx, Inc. by xxxxxxxx.

Vehicle that will be on-site: Year \_\_\_\_\_ Make \_\_\_\_\_ Model \_\_\_\_\_ Color \_\_\_\_\_ License# \_\_\_\_\_

**Electrical Service Information Sheet**(Return only if you require electrical – **Entire form must be filled out.** Please type or print neatly)

Applicant / Organization: \_\_\_\_\_ Contact: \_\_\_\_\_

Address: \_\_\_\_\_ City, State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: Bus. (\_\_\_\_) \_\_\_\_\_ Home: (\_\_\_\_) \_\_\_\_\_ Email \_\_\_\_\_

List **all** electrical equipment to be used during this year's Santa Clara County Fair. Each booth will be inspected during the day and any equipment not listed here will be removed from the booth or the booth will be closed. (Voice amplification equipment, such as bullhorns and loud speakers, are not permitted).

If extra electrical is needed, we will try to accommodate your request although there will be an additional cost. The power source will be within 50' of your booth. You will have to supply enough cord to reach that point. Your UL approved cord can be no smaller than 3 wire #12 of the "U" ground type and must be marked with your company name. In the interest of safety, all electrical equipment that you supply must meet National Electrical Code or it will be taken out of service.

***It is critical that the following information is correct and complete*** ***(check placard on appliance)***

Appliance Description	Watts**	Amps**

\*\*It is mandatory that you list either Watts or Amps.

Will your booth operate sufficiently with 110? If not, please explain why

Please note that 220 power may be made available through special order. There will be an additional fee for those vendors approved for 220.

Signed: \_\_\_\_\_

\*Any damage to electrical equipment, due to non-compliance with the above information, will result in an additional charge

Print and fill out form and mail to: Adrienne South, Santa Clara County Fair

FORM 4

Attn: Food & Beverage, 344 Tully Road, San Jose, CA 95111

The Santa Clara County Fair Food Vendor Application – Aug 3-6, 2017

**\$50 Discount – if full amount is paid prior to February 15th**

Basic Fees		Enter amounts here
Registration (nonrefundable) <input type="checkbox"/>	\$xx	\$ <b>\$50.00</b>
Space fee – standard 10x10: Center Grounds A Circle Expo Food Court (no booth needed) C Circle Center Grounds Trailer over 10' <input type="checkbox"/>	#_____ of spaces x \$1500 #_____ of spaces x \$1000 #_____ of spaces x \$500 #_____ of spaces x \$750 #_____ of spaces x \$1750	\$
Space fee – double 10x20: Center Grounds A Circle C Circle <input type="checkbox"/>	#_____ of spaces x \$2000 #_____ of spaces x \$1500 #_____ of spaces x \$750	\$
Cart fee <input type="checkbox"/>	#_____ of carts x \$500	\$
<b>Health Fees*: No vendors will be accepted within two weeks of the event - Health permit application will be sent via email once vendor is accepted. If health fees increase or wrong risk factor chosen you will be billed. Select one:</b>		
<input type="checkbox"/> Risk Category 1 (RC1) Low Risk	#_____ of booths/carts x \$99	\$
<input type="checkbox"/> Risk Category 2 (RC2) Moderate Risk	#_____ of booths/carts x \$145	\$
<input type="checkbox"/> Risk Category 3 (RC3) High Risk	#_____ of booths/carts x \$186	\$
<b>EXTRAS (optional)</b>		
<input type="checkbox"/> Booth rental fee (10'x10')	#_____ of booths x \$250	\$
<input type="checkbox"/> Electrical fee	First 15 amp included \$75 for each additional 15 amps	\$
<b>SUMMARY</b>		
<b>Full Contract Amount (Remember to include-add \$50 reg fee)</b>	\$	
<b>\$50 Discount – if full amount is paid prior to February 15th</b>	\$	
<b>Amount Enclosed (full payment)</b>	\$	
<b>Amount paid after February 15<sup>th</sup> (no discount)</b>	\$	
<b>Total Paid</b>	\$	
<b>SEPARATE \$200 check for cleaning deposit written to SCCFMC</b>	\$	
<b>All paperwork to be completed and submitted by June 30th</b>		

**Payment Method:** Check ☐ or Money Order ☐ (payable to SCCFMC) Visa ☐ ☐ MasterCard

PLEASE ATTACH CHECK OR MONEY ORDER made out to SCCFMC

CREDIT CARD AUTHORIZATION FORM IS ON NEXT PAGE

✓I have read the terms and conditions and agree to all items therein. I understand that acceptance of payment does not ensure acceptance of this application and that this Agreement is not binding upon SCCFMC until confirmed in writing. **For failure to provide complete and accurate information on the application (concerning booth size, product type, etc) the Fair can prohibit operation without refunding fees or deposits paid.** I understand the Fair makes no promises or guarantees regarding anticipated sales. I understand that, if accepted, photographs, slides or video of me, my booth, personnel and food items may be used by the Fair for promotional purposes.\*Fees are adjusted as per health dept rating. A refund or bill will be issued if less or more than submitted fee.

Print Company Name

Signature  
Application is incomplete without your signature

Date



**CREDIT CARD AUTHORIZATION FORM**

**\$50 Discount – if full amount is paid prior to February 15th**



To Whom It May Concern:

This letter authorizes **Santa Clara County Fair Management Corporation** to charge my:

Visa ☐      ☐ MasterCard

(Please print information below)

For the deposit/payment in full, for the following contract dated \_\_\_\_\_:

Purchasers name as it appears on contract: \_\_\_\_\_

Name as it appears on credit card: \_\_\_\_\_

Credit Card Number: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

CVV (3 digit number on back of card): \_\_\_\_\_

Amount to be charged: \$\_\_\_\_\_

Street address associated with credit card: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



***We appreciate your business – Thank you!***

## **Health Dept Ratings and Fee Schedule**

<b>PERMIT TYPES FOOD VENDOR CATEGORIES</b>	<b>FEE 1-12 DAYS PER EVENT</b>	<b>FEE 13+ DAYS PER EVENT</b>
Risk Category 1 (RC1) Low Risk	\$ 99.00	\$ 99.00
Risk Category 2 (RC2) Moderate Risk	\$ 145.00	\$ 202.00
Risk Category 3 (RC3) High Risk	\$ 186.00	\$ 241.00
Sampling Only - No food/beverage sales Limited to small sample sizes	\$ 88.00	\$ 88.00
Mobile Food Facilities - carts/vehicles permitted by Santa Clara Co.	No temp event fee required operating under annual permit	-
Mobile Food Facilities - carts/vehicles NOT under permit by Santa Clara Co.	Fee will depend on menu - RC 1, 2 or 3	Fee will depend on menu - RC 1,2,3
ATEP - for business owners of fixed food facilities that they own in Santa Clara Co.	\$ 504 Annual Fee	
Veteran *must submit Affidavit for a Veteran's Exemption form and all required documentation (see form)	\$ 0.00	\$ 0.00

### **RISK CATEGORY DESCRIPTIONS:**

#### **Food operation that operates on a single day or for multiple days is \$99. Temporary Food Facility Low Risk/RC 1 includes:**

- Prepackaged, non-potentially hazardous foods (non-PHF's), or
- Prepares only non-PHF's. Examples include prepackaged foods/beverages, kettle corn, candies.
- Reheating commercially manufactured ready to eat foods with no further processing. Examples include canned chili beans, hot dogs, nacho cheese

#### **Food operation that operate 1 to 12 days is \$145 or operates 13+ days is \$202. Temporary Food Facility Moderate Risk/RC 2 includes:**

- Food that is for same day service to customers (hamburgers, raw sausages, crepes etc.).
- Food that is prepared/cooked onsite and served with hot or cold holding of potentially hazardous food (PHF) after preparation.
- Absolutely no cooling of potentially hazardous foods are allowed, either in advance or on site.
- All prepared food is to be discarded at end of day (includes hot foods, and any cold foods that have exceeded 41F).
- The business owner of a brick and mortar food facility with a valid permit, prepares in advance of the event (potato salad, pot pies, and tamales) at their approved facility; the facility must have a valid permit and inspected by the local enforcement agency (you are the owner of that fixed facility); must provide a copy of their permit with the application

#### **Food operations that operate 1 to 12 days is \$186 or operates 13+ days is \$241. Temporary Food Facility High Risk/RC3 includes:**

- Food that is prepared in advance of the event (potato salad, pot pies, and tamales) at an approved facility
- Extensive menus with the handling and preparation of raw ingredients or complex preparation which includes cooking, cooling and/or reheating.
- Food that is prepared in advance of the event (potato salad, pot pies, and tamales) at an approved facility permitted and inspected by the local enforcement agency (you are not the owner of that fixed facility but renting kitchen space, or with the owner's permission)
- Food that is prepared for multi-day use.
- All prepared food is to be discarded at end of day (includes hot foods, and any cold foods that have exceeded 41F).

### **Craven Act Exemption (Donated Foods):**

If a Non-Profit Organization coordinates a community event and receives 100% of food including beverages from for-profit facilities with no monetary benefit to the for-profit facility, the event may qualify for a Craven Act Exemption. Please complete the forms for the Craven Act Exemption. Submit all Craven Act forms (see below), a copy of your 501(c)3, and a cover letter describing your event to the Department, at least 2 weeks before your event. Once all required information is submitted and approved, a Craven Act exemption letter will be generated and sent to you.

### **For more information or questions regarding Temporary Events contact:**

*Suzanne Lew, REHS*

*Senior Environmental Health Specialist*

[suzanne.lew@deh.sccgov.org](mailto:suzanne.lew@deh.sccgov.org)

*(408) 918-3461*

*Or call (408) 918-3400 and ask to speak to Administrative Support for Temporary Events*

*\*\*\*Fees may change before event – if fees increase you will be billed for any additional Health Permit fees due.\*\*\**

## **Liability Information**

1. All vendors must provide liability insurance meeting California Fair State Association (CFSA) insurance requirements by **June 30<sup>th</sup>, 2017**. Failure to do so may result in the dismissal of the vendor contract as well as participation in the Fair. If a vendor wishes to purchase insurance through the Fair with California Fair Services Authority (CFSA), please contact the Fair office no later than **June 30<sup>th</sup>, 2017**.

2. **Liability Insurance**

**Licensees, regardless of product(s) or service(s) offered, must have liability insurance.** You have two choices when providing proof of insurance to the Santa Clara County Fair: (1) You may provide insurance from a company of your choice. The insurance must meet California Fairs Service Authority (C.F.S.A.) insurance requirements which are included in this vendor guide. (2) You may purchase liability insurance from the Fair's Special Events Insurance Policy which is provided through California Fairs Service Authority (C.F.S.A.). Please call the Fair office for rates. *Licensee's who have not provided the Santa Clara County Fair with proof of insurance will be prohibited from constructing their booth and conducting business.* **Licensees purchasing insurance from the Fair's Special Events policy must pay their fees by MONEY ORDER/ CASHIERS CHECK! Please make your MONEY ORDER/ CASHIERS CHECK payable to C.F.S.A. (California Fairs Service Authority).**

3. **Worker's Compensation Insurance**

Exhibitors shall take out and maintain during the life of this agreement, worker's compensation insurance and employer's liability insurance for all exhibitors' employees in compliance with State laws.

4. **INDEMNIFICATION:** Licensee shall defend, indemnify and hold harmless the FMC (SCCFMC), the County of Santa Clara, State of California, their officers, directors, agent(s) and employee(s) from and against all liability, costs and attorney fees for injuries to or deaths of persons or damage to or loss of property, however arising or caused by Licensee's activities of the Licensee's use and occupancy of the premises under this license. Each party shall give the other party prompt notice of any claims coming to the party's knowledge that in any way directly or indirectly affect either party and both parties shall have the right to participate in notice of any claim or suit instituted against Licensee and FMC wherein the liability is fully covered by insurance maintained by Licensee under provisions of this license.
5. **LIABILITY INSURANCE:** Through term of this agreement, Licensee shall maintain Commercial GL bodily injury, death and property damage occasioned by reason of activities and operations conducted by Licensee on FMC's premises, including products liability, within minimum liability limits specified in exhibitors handbook incorporated herein by reference. All Licensees must provide acceptable certificates of insurance to the FMC no later than thirty (30) days prior to the opening of the Fair.