



INFORMATION REQUIRED OF INDEPENDENT CONCESSIONAIRES

CERTIFICATE OF INSURANCE:

The following must be included on the Certificate of Insurance:

- a) Limit of Liability: \$1,000,000. Each Occurrence
- b) Additional Insured:
Reithoffer Shows, Inc., their affiliated companies, officers, employees and agents; their fair or exposition association, sponsoring organization or committee; the owner or lessee thereof and any municipality granting Reithoffer Shows, Inc. permission to operate a carnival as respects operations of Named Insured.
- c) Automobile Liability – not less than \$500,000. BI & PD CSL
- d) Workers' Compensation – Statutory Limits
- e) 10 day Written Notice of Cancellation to Certificate Holder
- f) Certificate Holder:
Reithoffer Shows, Inc.
Attn: Risk Management
P. O. Box 1080
Gibsonton, Fl. 33534

Should you or your agent have any questions, please contact the following:

BLUE UNIT: Ms. Linda Mason
Phone: 813-220-0937 Fax: 866-317-7484
E-mail: RSIBlue@aol.com

ORANGE UNIT: Ms. Mindy Kolbus
Phone: 954-344-9726 Fax: 866-395-4935
E-mail: mkolbus@earthlink.net

REITHOFFER SHOWS RULES AND REGULATIONS FOR CONCESSIONS

GENERAL INFORMATION

Before pulling your concession(s) onto the midway, park out of the way and check with the Concession Manager for your location(s). Once you are on location, check with the Show Electrician for the closest available electrical service. Also check with the Lot Man for parking locations for your truck(s) and other equipment. All concessions must be open at least ½ hour before the Show opening time. If inspections are required prior to opening, the Concession Manager will tell you when they are scheduled. All connections into a common water line system require the use of 100% RUBBER hoses only.

Please report any problems with customers or Fair Officials to the Concession Manager as soon as possible. Complaint about concessions brought to the Show Office will also be handled by the Concession Manager. All concessions must post their price(s) in a location visible to the public.

Closing times can vary from night to night. Do not close your concession(s) until directed to do so. On tear down night, you must tear down and remove all of your equipment from the midway as quickly as possible. Based upon your location, there may be times when you must tear down earlier or even quicker to allow tractor/trailers access to certain ride locations.

Route Sheets to the next lot are provided by the Show Office usually during the afternoon of tear down day.

DRESS CODE

All of your employees must wear clean uniform shirts which are available for purchase through Reithoffer Shows. No facial hair other than a neatly trimmed mustache is permitted. Hair must be clean and worn above the shirt collar. If hats are worn, they must be Reithoffer Show hats only and can be purchased where you get the Show shirts.

All of your regular employees are required to wear a Reithoffer Shows ID badge during the Fair season. ID badges are made at various times throughout the season and can be purchased through the Show Office. Your employees must meet the dress code requirements in order to have their ID picture taken. The Concession Manager will tell you when a photo ID session has been scheduled.

Town help Gate Passes (if available) must be picked up daily by the concession owner/manager prior to closing of the Show Office.

RESPONSIBILITY FOR YOUR EMPLOYEES

You are fully responsible for the conduct and actions of your employees while in your employ. Employees should be 18 years of age or older and must have legal proof of age. Many states have strict minimum age requirements and you are responsible for meeting each states' Labor Laws and paying for any fines charged.

ALL of your employees must be covered by Workers' Compensation Insurance as required by state law, if applicable. You must have a current copy of your Certificate of Insurance on file at all times for review by Reithoffer Shows and state officials upon request.

ELECTRICAL REQUIREMENTS

ALL concessions must meet Reithoffer Shows electrical service requirements which normally follow the National Electrical Code. Each concession must have acceptable 30-amp or 60-amp four prong, twist-lock plugs or mini-cams with a minimum of 200 feet of continuous lead line CORRECTLY sized for your electrical service. Any splices in the lead line must meet Show electrical standards.

TRASH DISPOSAL

ALL concessions are responsible for their own trash and keeping the areas around their concessions clean. Each night prior to closing, all litter around your concession(s) must be swept up. Please flatten all of your boxes before putting them in the dumpster.

All food concessions must provide at least one trash can for their area. ALL grease and oils must be disposed of properly. Any spillage is the concessions' responsibility and must be cleaned up immediately.

During tear down, ALL trash must be removed from your concession location(s) and placed in a dumpster or other approved location.

PRIVILEGE AND P/C PAYMENTS

Privilege slips are distributed by the Concession Manager. The Concession Manager will advise you when the applicable privilege is due. Concessions that are on a P/C basis must make payments daily using P/C slips and a P/C record sheet available through the Show Office.

Privilege and P/C payments may be made at the Show Office up until one hour before opening time and then after the Show is open. Except on tear down night, payments will not be accepted once the Show Office begins the close-out process for ticket sales.

All money paid to the Show Office must be neat and separated by denomination. Large bills are appreciated and will speed up the payment process. Coin is NOT accepted for any payments. Please bring your copy of the Privilege slip or your P/C record sheets when making a payment if you need a receipt.

TAX PAYMENTS

Most states require the collection and payment of a Sales or other tax based on a percentage of your gross. The Concession Manager will tell you about the tax rate and the collection schedule which does vary from location to location. Please have your tax information and payment ready to meet with the tax collectors at the scheduled time(s).

TRAILER RENT

Rent is charged for ALL trailers and living quarters. The rental rate varies by location and is sometimes payable in advance. Rent is either paid directly to a Fair official or collected by the Show Office depending on the location. Please make sure that you AND your employees pay the rent as soon as it is due.

You are also responsible for keeping the trailer site(s) clean at all times and making sure that all trash is picked up on tear down night.

I FULLY UNDERSTAND THE ABOVE CONCESSION RULES AND REGULATIONS AND AGREE TO ABIDE BY THEM. I ALSO AGREE TO INFORM ALL OF MY EMPLOYEES AND SEE THAT THE RULES AND REGULATIONS ARE ENFORCED.

Signature of Concession Owner/Manager

Date

Print Name of Concession Owner/Manager

CONCESSION AGREEMENT

_____ herein after referred to as "Concessionaire", desiring to operate his/her equipment as part of the show of REITHOFFER SHOWS, INC., hereinafter referred to as "Show" for the _____ season, enters into the following agreement:

Concessionaire confirms and agrees that he/she currently carries, and throughout the play dates will carry, comprehensive general liability insurance with limits of not less than \$1,000,000.00 primary coverage, automobile liability insurance for limits of not less than \$500,000.00, and workers' compensation/employer's liability insurance for not less than that required by law.

Concessionaire further agrees that the following named entities/persons will be included as an additional insured under the Concessionaire's liability insurance policy:

- 1. The Show, including its affiliated companies, officers, directors, employees and agents**
- 2. Any person or entity which the Show has named as an additional insured under the Show's liability insurance policy relating to these play dates, including the owner of the fairgrounds (land owner) and the sponsor(s) of the entire play date**
- 3. Any other person or entities to which the Show may be liable in connection with any of the Concessionaire's activities with respect to any of these play dates**

Concessionaire agrees to provide to the Show, before starting his/her engagement, a current certificate of insurance showing the above insurance from the insurer(s) for the above described policy limits, the Show and each of the other persons/entities listed above as Additional Insured, and showing that the Concessionaire's insurance is primary and any other insurance of any Additional Insured is excess only. Failure to provide said certificate of insurance to the Show, as required by this agreement, does not in any way relieve the concessionaire of the responsibility of carrying said insurance coverage throughout the play dates.

Concessionaire hereby waives any and all right to recovery against the Show and the Show's employees, affiliated companies, and agents, as well as each of the other persons and entities listed above which the Concessionaire has agreed to have named as Additional Insured(s), for any loss or damage covered by or required by this agreement to be covered by Concessionaire's insurance. Concessionaire agrees to obtain and have included in such insurance a waiver of subrogation rights of such insurer(s) against each of these same persons and entities.

Concessionaire certifies that he/she is an independent contractor and he/she assumes all responsibility for paying social security taxes, federal withholding taxes, and all other taxes of any nature whatsoever for all employees and help used by Concessionaire. Concessionaire also agrees to pay all other relevant taxes for all of his/her employees, help and agents.

Concessionaire, as an independent contractor, acknowledges that he/she is fully responsible for payment to his employees, help and agents in every respect.

Concessionaire agrees to abide by all child labor and other labor laws and all safety, health, environmental and all other applicable laws, and will bear any penalty for any violation of any such laws and will indemnify the Show for any violation of any such laws by Concessionaire.

Concessionaire hereby releases the Show and the Show's employees, affiliates and agents, as well as the landowner and sponsors, from any claims and from any responsibility in connection with all engagements by Concessionaire hereunder.

Concessionaire further agrees to indemnify, defend and hold harmless the Show, the land owner, the sponsors and the Show's officers, employees, affiliates, agents and subcontractors against any and all injuries, claims, losses or liabilities which result from any acts, omissions or activities of Concessionaire or of any of the Concessionaire's employees, help, agents or subcontractors, in connection with the engagement(s) hereunder or which may otherwise arise in connection with the Concessionaire's engagement(s) hereunder.

Date

Concessionaire or Authorized Representative Signature