

Circleville Pumpkin Show

Concession & Vendor Rules and Regulations



Circleville Pumpkin Show, Inc.
159 East Franklin Street
Circleville, OH 43113
www.pumpkinshow.com
740-474-7000

June 2023

RULES GOVERNING CONCESSIONS

ALL RULES AND REGULATIONS REFERRED TO HEREIN ARE MADE A PART OF THE CONDITIONS UNDER WHICH PERMITS ARE GRANTED TO CONCESSIONS AND PRIVILEGES.

1. The Pumpkin Show Committee reserves the right to interpret, amend all Rules and Regulations and contracts as needed.
2. The Pumpkin Show Committee reserves the right to limit the number of concessions.
3. No person shall be permitted to make solicitations of any nature on the streets except in contracted Concession or Commercially rented spaces. No person will be permitted to post or display signs, distribute handbills or advertising material except persons under contract. No person shall sell or distribute free any merchandise, except persons under contract.
4. Concessions shall open not later than 5 PM on Tuesday (Preview) and not close before 10:00 PM and on Wednesday, Thursday, Friday, and Saturday shall not open later than 10 AM and not close before 10:00 PM and all will be staffed during all hours of operation.
5. Business shall only be conducted within the confines of the rental space.
6. No water or grease will be permitted to leak into the gutters.
7. All premiums must be paid before the start of the Pumpkin Show. The City of Circleville has levied a \$25.00 tax per location which will be collected by us and paid to the city on your behalf.
8. The Concession Manager has the sole right to decide what is to be sold. This rule was made to prevent unfair practices and to try to ensure that everyone leaves the Show financially happy. If you want to add a new item to your menu or add a new straight sales item, a request must be submitted in writing and official approval given.
9. No animal rides shall be permitted (camel, elephant, etc.) other than pony rides licensed by the State of Ohio.
10. Concessionaires are not permitted to sell guns of any kind, knives of any kind, mace, martial art items, conducted energy weapons (tasers, stun guns, etc.) handcuffs, fireworks, bang caps, bull whips, stink bags, silly string, bomb bags or fart bags.

Lessee agrees to:

In consideration of the space leased to Lessee by the Circleville Pumpkin Show, Inc., the Lessee does hereby contract and agree with the Circleville Pumpkin Show, Inc. that Lessee will, at the sole expense of the Lessee, hold the Circleville Pumpkin Show, Inc., together with each and every officer, volunteer and employee hold harmless and blameless from any and all claims, lawsuits or other legal actions, for damages arising out of the lease of the premises as set forth herein. Further, Lessee promises and agrees to provide a defense, at the expense of Lessee, to the Circleville Pumpkin Show, Inc. of and for any litigation entered against said Circleville Pumpkin Show, Inc.

We further contract with the Circleville Pumpkin Show, Inc. that any and all space so leased to us by the aforesaid festival will be used by us and not released or sublet and in the event that any person, persons, firm, partnership, corporation or concession is found using or occupying the space leased to us by the aforesaid society then the Circleville Pumpkin Show, Inc. shall have the right at their discretion to remove or eject such person or charge them the full price for the space, and the price that was paid by us for such space shall be deemed forfeited by us to the Circleville Pumpkin Show, Inc.

The Concession Manager reserves the sole and exclusive right to suspend, cancel, reject or refuse to accept without reason any contract at any time. Any Concessionaires whose contract has been cancelled agrees to remove all of his property, personnel, etc. and vacate the festival grounds immediately and posthaste.

Lessee herewith submits a **CERTIFICATE OF INSURANCE** or the equivalent thereof, indicating that lessee is covered by policy of liability insurance at least in the amount of **One Million Dollars (\$1,000,000)** per incident. Lessee understands that this contract shall not be in force until said Certificate of Insurance has been deposited with the Circleville Pumpkin Show, Inc.

It is understood that the Lessee may occupy this space on Tuesday immediately preceding the Pumpkin Show and up to 8:00 AM Sunday morning following Pumpkin Show but no business of any kind whatsoever shall be transacted prior to Tuesday of Pumpkin Show week at Noon (12:00 PM). Further, Lessee agrees to all conditions of this contract as listed, which is incorporated herein and made a part hereof.

Original contract to govern in any and all cases of dispute regarding any terms of contract. Leaser being the Circleville Pumpkin Show, Inc.

*****By signing a contract with Circleville Pumpkin Show, Inc. the Lessee agrees to follow all Rules and Regulations for the Circleville Pumpkin Show. If the lessee violates any of the rules or regulations set forth by Circleville Pumpkin Show, Inc., the contract between these two parties will become null and void! The lessee will then be required to pay all debts owed to Circleville Pumpkin Show, Inc. before they are immediately removed from the festival!**

Appearance

Concessionaires and their employees should be clean and neat in appearance.

All concession and exhibit space must be neat and attractive in appears; temporary structures and trailers must be freshly painted.

All space, inside and outside, must be improved and decorated by concessionaires at their own expense.

All signs, listing prices of all items to be sold, should be professionally printed, be in good condition and legible.

Concessionaires are to keep the grounds and buildings clean at all times during the Show by picking up litter around their concession. Each night concessionaire must rake or sweep refuse around their concession to the edge of the midway. This should be done by Midnight (12:00 AM) to facilitate the work of the Night Clean-up Crews.

Electricity

All electric hook-ups require extra hard usage weatherized cord or cable.

All cord and cable connections must be listed for wet locations.

Splices are not permitted in cords or cables

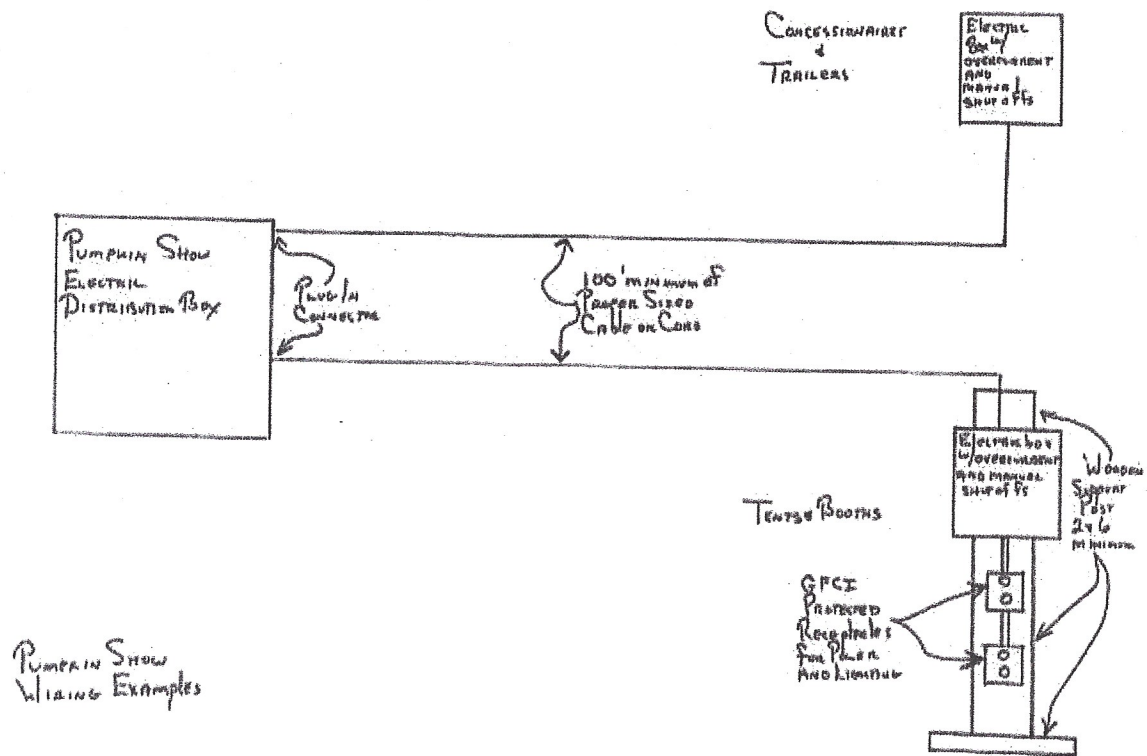
All wiring must be protected by correctly sized overcurrent device.

All permanent wiring should be checked by a competent electrician and repaired and/or replaced to conform to the National Electric Code. This includes placement of plug type fuses with controlled size, time delay type fuses, or some similar overload protection aimed at preventing overloading wiring.

Temporary wiring should follow the requirements of the National Electric Code Article 525 for such installations. This Article is available for viewing on the Internet or at the Building Department. This emphasizes the type of conductors and fixtures which may be used, overload protection, conductor protection and PROTECTION AGAINST PHYSICAL DAMAGE.

Each Concessionaire must have cord or cable providing equipment grounding conductor.

All lamps must be protected from breakage by a guard or cover. No bare bulbs are permitted.



Pumpkin Show
Wiring Examples

Pumpkin Show Vendor Electrical Requirements

All vendors, concessionaires, crafters, straight sales, anyone under contract with the Circleville Pumpkin Show, Inc. and all others on any sites selling products during the Circleville Pumpkin Show will be required to use the following electrical specifications to use electric boxes. These standards are based on the National Electric Code.

Main Fuse or Circuit Breaker in Concession	Plug Size	Wire Type
20 amp	20 amp straight blade	120 volt- 12/3 240 volt- 12/4 SOW, SOOW SEW, SEOW, SEOOW, STW, STOW, STOOW
25 or 30 amp	30 amp NEMA L1430	120 volt- 10/3 240 volt- 10/4 SOW, SOOW SEW, SEOW, SEOOW, STW, STOW, STOOW
35 to 60 amp	60 amp NEMA 1460	240 volt- 6/4 SOW, SOOW SEW, SEOW, SEOOW, STW, STOW, STOOW
Greater than 60 amp	4- Male cord end Cam locks E1016 Series	4- Single conductor # 2 AWG or larger Type W

You must have at least 100 foot of extra hard usage, weather resistant cord or cable to reach one of our electric boxes. It must be listed, labeled and stamped with the listing agency and cable type. You must have an electric box with overcurrent protection and manual shut off in your booth, tent or concession. All 15 and 20 amp 120 volt receptacles within tents and booths to have GFCI protection. All electrical repairs needed to be made by a State of Ohio and Pickaway County licensed electrical contractor.

Power strips, tap blocks and common extension cords are not acceptable!

These codes are strictly enforced by the Pickaway County Building Department

Fire Protection

Concessionaires must maintain “good housekeeping” practices by removing waste materials from their space.

1. All cooking operations involving solid fuels or vegetable or animal oils and fats shall be protected by a Class K rated portable extinguisher. Ref. 1301: 7-7-09 (FC 904.11.5)
2. All other food and concession stands shall have at least one (1) fire extinguisher carrying a minimum rating of 2A-10B: C available on the premises.
3. Each fuel powered amusement ride shall have at least one (1) fire extinguisher rated a minimum of 40B:C. Travel distance to the fire extinguisher shall not exceed thirty (30) feet.
4. Each electrically-powered amusement ride shall have at least one (1) fire extinguisher carrying a minimum rating of 2A-10B:C.
5. Gasoline, gas, charcoal or other cooking device or any unapproved open flame shall not be permitted inside or within twenty (20) feet of a tent or air-supported structure. Smoking is also prohibited in all tents.
6. Fire lanes shall be the minimum width of twenty (20) feet and shall have an overhead clearance of thirteen feet eight inches (13 feet, 8 inches). Fire lanes shall be properly posted. Any vehicle blocking a fire lane at any time will be towed at the owner's expense. Ref. 1301: 7-7-05 (FC 503.21)
7. Vehicles that are not connected with rides or concessions shall be removed from the area before noon.
8. Fire hydrants shall have a five (5) foot clearance in all directions.

GAS

All L.P. tank connections must have threaded fittings (NO Quick-Disconnect Hoses) and all tanks must be protected from physical damage and be secured with a metal strap or heavy chain within the top 1/3 of the tank.

No Cylinders, empty or full, shall be kept inside any tent or building.

All piping and connections shall be tested and checked before use.

Gasoline and Fuel

Only approved type metal safety cans shall be used for gasoline. All engines must be shut off before refueling operation.

Prohibited

CONCESSIONAIRES ARE NOT PERMITTED:

- To sell any items or carry on business other than indicated on the contract.
- To distribute samples or give-aways (balloons, etc.) without the written consent of management.
- To use drawings in securing names for “leads” and drawings of any type.
- To have Concession without a responsible adult in charge at all times.
- To under-charge or over-charge. Prices must be reasonable and signs showing prices of items for sale must be on view at all times.
- To sell glass bottles without permission of concession manager.
- To sell guns of any kind, knives of any kind, mace, martial art items, conducted energy weapons (tasers, stun guns, etc.), handcuffs, fireworks, bang caps, bull whips, stink bags, silly string, bomb bags, or fart bags.
- To sell exotic smoking paraphernalia commonly used in narcotic and drug and related activity is to be displayed or sold.
- To sell or give live animals as prizes with the sole exception of goldfish.
- To sell or display pins, badges, sweaters or posters with obscene decorations, drug related emblems, or anything of obscene nature.
- To operate games or sell merchandise which is prohibited by the Department of Agriculture.
- To use noisy instruments for the purpose of attracting attention. Public address systems may be used only with written consent. Abuse will result in expulsion.
- To make deliveries on midways after 11:00 AM except in case of emergency and written consent.
- To put advertising of any kind on any building, tree or pole.
- To suspend balloon or balloons over concession space.
- To sell or advertise by “roaming”.
- To distribute handbills or other advertising, except in or on rented space.
- To bring intoxicating beverages of any kind on streets.
- To practice extortion of any kind.
- To promote gambling or raffles for either money or goods.
- To use any type of coin operated machine without the written consent of Concession Manager.
- To start “tearing down” concession before 10:00 PM the last night of the show.
- To ride bicycles, motorcycles, motor scooters and carts on the streets (except officials). Horses or ponies are prohibited. Dogs must be kept on leashes.

The speed limit on all streets shall not be over ten (10) miles per hour during the show.

Tents

It is expressly understood and agreed by and between the parties that Circleville Pumpkin Show, Inc. shall not be liable in any manner for damages caused to persons, property, materials, stock or other things or articles whatsoever while said persons, things or articles are in, under or about the tent.

Circleville Pumpkin Show, Inc. shall not be liable for injuries or damages caused by fire from any cause, rain, hail, sleet, storm, high winds, tornadoes, floods or other disturbances of nature or by tents falling by reason thereof, to any person.

The vendor is responsible for acts of vandalism, fire, malicious mischief or theft and to indemnify Circleville Pumpkin Show, Inc. for any and all responsibility or liability from such loss. Full or partial destruction of the tent due to the negligence of the vendor, his agents or employees, shall cause said vendor to become liable for the damages suffered.

In the event the tent is blown down or damaged in any manner whatsoever due to storm, tornadoes, high wind or other disturbances of nature, the rental fee shall be due and payable.

ALL TENTS MUST BE EMPTIED BY 3 AM SUNDAY MORNING.

Game Rules

The Pumpkin Show will use the Ohio Department of Agriculture rules as a guide in establishing the permitted games, but shall not be limited by these rules.

Any game played at the Pumpkin Show shall be a game of skill and subject to the approval of the Concession Manager or his representative.

The price of play on all prizes shall be clearly marked for each group of prizes. This will be strictly enforced. There will be no "build-ups" permitted.

No games listed in the Prohibited Games List of the Ohio Department of Agriculture are permitted. All games are subject to inspection

Food

Food Service operations shall follow the regulations of the Pickaway County General Health District. A copy of these requirements can be obtained from the Pickaway County General Health District, 110 Island Road, Circleville, OH 43113 Telephone: (740)-477-9667 ext. 225.

The State of Ohio requires a state Food Service License for every food service concession. All food operators at the show are required to have a Food Service License. For operators that do not have a current mobile food operation license, the Pickaway County Health District can issue a Temporary Food License from their office. Temporary Food Licenses should be applied for fifteen (15) days before the event.

A representative from the Pickaway County Health District will be on the streets prior to and during the Show to handle the licensing and inspection of food concessions. All food operations will be inspected at the show whether they are set on Pumpkin Show grounds or Private Lots.

Pickaway County General Health District

110 Island Road., PO Box 613

Circleville, OH 43113

(740)-477-9667 ext. 225

www.pchd.org

Temporary Campground

Any property that will have five (5) or more campers, RV's, or portable camping units parked on the lot for the show will be required to submit plans and apply for a temporary camp license from the Pickaway County General Health District, 110 Island Road, Circleville, OH 43113 Telephone: (740)-477-9667 ext. 225.

A representative from the Pickaway County Health District will conduct an inspection of the camps during the Show. The purpose of the licensing and inspecting of the camp sites are to prevent overcrowding, fire hazards, sewage nuisances, trash and waste nuisances, provide a plan for emergency evacuation, and to keep residents safe.

Liability

The Committee is not responsible for any damage done by the holder of a concession permit, or by his, her or its employees or agents, to any person or property. Concessionaires shall save the Committee harmless and waive their right to subrogation against the Committee. **They shall carry their own liability insurance and present a Certificate of Insurance as proof in the amount of One Million Dollars (\$1,000,000).**

The Committee shall not be responsible for damages sustained by Concessionaires from utility failures or miswiring.

The Committee assumes no responsibility for accidents to any person, property, loss or damages by theft, fire, water, wind, storm, acts of third parties or for any other causes; and all concessionaires, exhibitors and their agents agree to abide by all rules and regulations and to indemnify the Circleville Pumpkin Show, Inc. thereto.

*****Failure to comply with the rules set forth here will result in expulsion
from the Circleville Pumpkin Show!**