

## Appendix G: Independent Concessionaires

# INDEPENDENT CONCESSIONAIRES

## RULES AND REGULATIONS

### APPLICATION PROCESS

- Review *RULES AND REGULATIONS*.
- Complete a *Food Sales and Sampling Application Form*.
- Submit along with menu and price list, pictures of booth including signage 6 weeks prior to the start of the show to [EXPOFoodServices@northlands.com](mailto:EXPOFoodServices@northlands.com) or fax (780) 471-7172.

### PUBLIC LIABILITY INSURANCE

All Concessionaires/Exhibitors must possess a minimum of \$2,000,000 Public Liability Insurance and furnish proof of this insurance. Proof of insurance must be submitted to Northlands, from the insurance company offices, before access to your booth for set-up will be granted.

### GOVERNMENT INSPECTORS

The LICENSEE will provide to all government inspectors or agents all information required in the conduct of their investigation and will not impede or overrule the work of any government inspector.

### GARBAGE AND CLEAN-UP

All LICENSEES are responsible for disposal of their garbage and clean up of their own booths. As NORTHLANDS is committed to an extensive recycling program, LICENSEES are requested to separate all recyclable materials and place them in appropriately marked bins. Both refuse and recycle bins will be placed in numerous locations throughout the site. NORTHLANDS staff will not collect or dump the LICENSEES refuse or recyclable materials. Clean up of aisles, streets, roads and areas provided for the public will be done by NORTHLANDS.

### ELECTRICAL SERVICES

All LICENSEES are responsible for obtaining any power or water hook-ups that are required to operate your booth. Please contact Showtech at 780 429-1162.

As an exhibitor at Northlands, it is your responsibility as set forth in the License Agreement (which includes this manual) to know and follow all rules and regulations of Trade & Consumer Shows. Please ensure any representatives or employees working with you are also aware of this information.

In interpreting the following Rules, Regulations and Conditions "NORTHLANDS" shall mean Northlands and the "LICENSEE" shall mean the party named in the License Agreement.

### PRODUCT EXCLUSIVITY

Coca-Cola Bottling Ltd. has an exclusivity deal with Northlands therefore all soft drinks, juices, and bottled water offered by vendors must come from Coca-Cola Bottling Ltd.

#### 1.1 PAYMENT

- *To maintain adequate and sufficient records related to the conduct of its business, NORTHLANDS shall have the right, at all reasonable times to examine and audit such records either by itself or through its employees, servants, or agents. Further, the LICENSEE agrees that NORTHLANDS has the right to have a trained auditor in the LICENSEE'S booth at any time for the purposes of auditing sales.*

- *The payment schedule is as follows:*
  - *Concessionaires are required to make percentage payments. A daily revenue breakdown or sales report showing the calculation of the percentage will be submitted along with statement.*
  - *A 25% commission of your net sales plus 5% G.S.T. must be submitted to NORTHLANDS within 24 hours of close of business.*
  - *Payment can be made using cash, certified cheque, Visa, MC or debit.*
  - *To make payment please proceed to 4<sup>th</sup> Floor reception in the Edmonton EXPO Centre.*

## **1.2 LICENCESES, REGULATORY AUTHORITIES, RULES AND REGULATIONS**

- *That the Management of NORTHLANDS, shall have absolute right and discretionary power to interpret, alter, amend, add or cancel any of these rules and regulations and the LICENSEE agrees to be bound by such. The Management shall also have the absolute right and discretionary power to relax, vary or cancel any of these rules and regulations in individual cases.*
- *That the LICENSEE shall not put up or operate any engine or motor or machinery, or use oils, burning fluids, propane, camphine, kerosene, naphthol, acetylene or gasoline on the premises; nor bring or allow to be brought onto the premises any material or substance, nor do any act or permit any act to be done on the premises which will increase the fire hazard of the premises or will have the effect of increasing the premium or premiums payable on any insurance held by NORTHLANDS on the premises or render any such policy of insurance liable to cancellation or render such policy of insurance invalid.*
- *Except as provided in the Agreement, no further or other use of the premises shall be permitted except with the prior written consent of NORTHLANDS, and subject to the terms*

*and conditions in such written consent, which permission NORTHLANDS may grant or withhold in its absolute discretion.*

- *That NORTHLANDS reserves the right to remove from the Trade or Consumer Show Site any exhibit or LICENSEE which NORTHLANDS deems unsuitable and retain all funds paid by the LICENSEE as liquidated damages.*
- *That NORTHLANDS Management and or Auditors shall have the right to inspect the LICENSEE'S premises at all times.*
- *Sampling of food may be permitted on a limited basis with the written approval of NORTHLANDS.*
- *That the LICENSEE must obtain and maintain adequate public liability insurance. See Certificate of Insurance form enclosed.*
- *That the LICENSEE is responsible for securing storage space and shall not use the space allocated by NORTHLANDS for that reason unless approved by NORTHLANDS.*
- *That the LICENSEE'S concession shall meet the following standards. Please initial each item. The concessions must:*
  - *be in good structural condition \_\_\_\_\_*
  - *be attractive (new or clean canvas or new paint; new or clean equipment), \_\_\_\_\_*
  - *have identifying signage which is professionally painted and installed, \_\_\_\_\_*
  - *clearly display, through professional signage, prices of the products for sale, \_\_\_\_\_*
  - *have all electrical hook-ups C.S.A. approved and up to Electrical Code Standards, \_\_\_\_\_*

- *have the plumbing line (potable water and drains) hook-ups leak free. All hoses must be double braided or better and must have back-flow preventors installed within the booth. All plumbing lines for concessions must be a minimum of 100 feet. \_\_\_\_\_*
- *contain a 20 lb. BC dry chemical fire extinguisher, \_\_\_\_\_*
- *have its own garbage container, \_\_\_\_\_*
- *all food concessions must meet the City of Edmonton Health Regulations, please see attached document \_\_\_\_\_*
- *be as depicted in the original application. Substitutes will not be accepted unless permission is given by NORTHLANDS. If drawings were submitted, the booths must meet these requirements and be an accurate representation of the drawing. \_\_\_\_\_*
- *Containers with grease must not be dumped in the sewers. The LICENSEE must dispose their grease in the metal containers located in the compound areas. \_\_\_\_\_*

### **1.03 STAFFING**

- *All Staff are required to meet the following uniform standards.*
  - *One consistent professional look for all staff. \_\_\_\_\_*
  - *Uniform must be cleaned, pressed, and in good repair. \_\_\_\_\_*
  - *Long hair must be tied back and away from the face. \_\_\_\_\_*
- *All Staff are to meet the hospitable standards that we expect from our staff.*
- *Any Staff while on duty is to refrain from consuming any alcoholic beverages while operating their booth.*

- *One person must possess a valid Serving Safer Food/Food Safety Certificate.*

### **1.04 CONDUCT**

- *That NORTHLANDS reserves the right to eject from the premises any person or persons who, in the opinion of NORTHLANDS, are conducting themselves in an objectionable manner, and the LICENSEE hereby waives all claim for damages arising from the exercise of such right.*
- *That the LICENSEE shall maintain its space and area surrounding the exhibit or concession in a neat and clean condition. All storage must be out of sight of the general public. All goods must be stored in either the LICENSEE'S booth or in an off-site location. No additional storage is available or permitted within the buildings.*
- *That the LICENSEE will not create excessive noise and will conduct its operation in a business-like manner. The LICENSEE will not operate any sound device without written consent of NORTHLANDS. This privilege may be revoked at any time.*
- *That the LICENSEE will adhere to the hours of operation set by NORTHLANDS (where hours are set) and will not cease operation before the time set by NORTHLANDS.*
- *The LICENSEE'S booth will open by the opening time noted and remain open until closing time every day regardless of weather conditions or attendance unless written permission is received from NORTHLANDS management. Booths must be manned during operating hours.*
- *That all materials in the concession shall conform to fire regulations. See attached document.*

- *PRICE REGULATION: NORTHLANDS reserves the right to regulate prices if NORTHLANDS decision is that the prices set by the LICENSEE are excessive or too low. The LICENSEE agrees to abide by NORTHLANDS posted prices if so set.*

## **ARTICLE 2 - MISCELLANEOUS**

### **2.01 DELIVERY OF GOODS**

Employees of NORTHLANDS will not receive goods on behalf of LICENSEE. Arrangements for delivering and storage of goods are the responsibility of the LICENSEE.

### **2.02 STORAGE**

Storage of equipment on the grounds after the move-out deadline as listed on the face of this Agreement is not permitted. Equipment left on the grounds after the move-out date will be removed or stored at the LICENSEE'S expense. The LICENSEE absolves NORTHLANDS from any liability or claim with respect to such action taken after the move-out date.

### **2.03 SALES**

LICENSEE will prominently display signs showing prices of articles on sale.

LICENSEE may use an Interac device for sales transactions. The Interac transaction shall be strictly on a product for purchase basis. LICENSEE is not permitted to advertise or offer a "cash back" opportunity for customers using the Interac device on a product for purchase transaction.

The granting of any privilege therein to the LICENSEE with respect to the sale of goods does not prevent NORTHLANDS from granting such other similar privileges to other LICENSEES, as NORTHLANDS deems appropriate.

### **2.04 GIFTS**

The policy of Northlands prohibits the receiving or giving of gifts. Please do not embarrass the staff by offering gifts or goods at no charge. By not observing the rule, it could cost an employee his or her job.

### **ALBERTA HEATH SERVICES STANDARDS FOR THE OPERATION OF TEMPORARY FOOD AND DRINK CONCESSIONS:**

Single service containers and utensils shall be stored and dispensed in a clean and sanitary manner. The reuse or reissue of single service items is forbidden.

All reusable food containers and utensils, and cooking equipment shall be cleaned and sanitized as follows:

- *Wash in hot water detergent solution of not less than 45 degrees Celsius.*
- *Rinse in clean hot water of not less than 45 degrees Celsius.*
- *Sanitize by immersing the clean item for 2 minutes in a solution of 100 PPM chlorine (bleach), or other approved sanitizers.*
- *Air dry.*

All food contact surfaces shall be cleaned with a detergent solution and sanitized with a bleach and water solution prior to opening each day and between preparation of raw and cooked products.

All self-service condiments must be in single service packages or dispensed from approved dispensers which would include pumps, squeeze containers or container with self-closing covers or lids.

All foods shall be displayed in a manner which prevents contamination. (I.e. sneeze guards and covered containers)

All food and food related items (i.e. food containers, pots and pans, single service items) shall be stored up off the floor.

All perishable foods shall be transported and stored at a temperature of above 60 degrees Celsius (140 degrees Fahrenheit) or less than 4 degrees Celsius (40 degrees Fahrenheit). Thermometers are required to check and maintain these temperatures.

All foods must be prepared within the food concession or within an establishment with a valid food permit. The Environmental Health Officer can advise you as to whether an establishment has a valid food permit.

All foods shall be transported in covered containers.

All hamburgers must be thoroughly cooked, with no pink color remaining to a temperature of 165 degrees Celsius.

***The public health act, food regulation and the public health act, nuisance and general sanitation regulation govern the operation of all temporary food and drink facilities at all times.***

The Alberta Health Services, Environmental Health Services, recognizes two types of temporary concessions:

- *“Type ‘A’ Temporary Food Facility” is one which is in operation for more than 2 days but less than 15 days. All sections of this standard copy apply. (i.e. Klondike Days)*
- *“Type ‘B’ Temporary Food Facility” is one which is in operation for 2 days or less. All sections of this standard, except Sections A(e)(i), (ii), and (iii). However, there must be a clean-up sink or basin with an adequate supply of cold water (e.g. covered container with spigot) and a means of heating water (e.g. coffee urn) available at these concessions (e.g. Charitable BBQ venues, promotional BBQ’s, small community events).*

*Temporary food facilities operating outside the auspices of a sanctioned special event are allowed to operate a total of 14 days in any calendar year if this temporary food establishment receives approval from Capital Health - Environmental Health Services prior to opening.*

Temporary Concessions operating for more than 2 days but less than 15 days.

Requirement: All sections of this Standard apply.

Temporary Concessions operating less than 2 days; i.e. charity or promotional BBQ’s, small community events:

Requirement: All sections of this standard apply except the section on Sinks & Water supply, which states:

- *A sink/basin shall be provided.*
- *A supply of potable water shall be provided along with a means of heating the water; i.e. a 20 litre (5 gallon) jug with a dispensing valve and an electric kettle.*

## **CAUTIONS**

Sanitizing solution may be 100 PPM to 200 PPM chlorine or one tablespoon of household bleach per gallon of water.

- *All foods must be prepared onsite or in a permitted food establishment. Absolutely no homemade foods are allowed.*
- *Do not store perishable foods in your vehicle. (Exception - reefer truck).*
- *Transport all foods in covered containers. Perishable foods must be kept either hot (above 60 degrees Celsius) or cold (below 4 degrees Celsius) at all times.*
- *Thoroughly cook all foods. Reheat cooked foods to a minimum of 74 degrees Celsius and cook ground meats to a minimum of 71 degrees Celsius.*

- *Any employee exhibiting symptoms of a potentially transmittable illness (diarrhea, cough, sneezing or runny nose) should not be handling food.*
- *Remember - There is a limited storage space on-site. Have a person available to go for supplies.*

If you have any further questions, please contact (780) 413-7927.

## **EQUIPMENT**

- *Floors - acceptable flooring includes asphalt, concrete, or finished plywood.*
- *Walls and Ceilings - acceptable materials include painted plywood, canvas or vinyl. Walls shall enclose the concession to at least one metre in height from floor except in the entrance, and shall provide adequate protection from the elements. (e.g. wind, rain, dust, etc.)*
- *Surfaces and Equipment - Food preparation surfaces and counters must be smooth, easily cleanable and non-absorbent. All food equipment must be within the confines of the food concession with the exception of barbecue equipment.*
- *Barbecues - shall be adequately isolated from the public to prevent accidental contact. A barricade should be provided which is at least one metre high and should keep the public back at least one metre from the barbecue.*
- *Sinks and Water Supply - At least one large all purpose utility sink must be available for each food concession. It shall be easily accessible (preferable inside food concession) and equipped with a faucet. This sink is to be used for washing hands and cleaning equipment.*
- *There shall be an adequate supply of cold running water piped to the utility sink and connected to the faucet*
- *There shall be an adequate supply of hot running water provided at the utility sink and it shall be equipped with a shut off valve (i.e. faucet or spigot on a coffee urn - minimum size 3 gallons). A hot water supply provided by in-line heaters or hot water tanks is recommended.*
- *All of the hot and cold water lines shall be CSA approved for potable water. Garden hoses are not acceptable. Back flow preventers must be provided on the water source.*
- *All the potable water lines shall be in a clean and sanitary condition and should be flushed with potable water for at least two minutes prior to usage.*

## **CLEANING SUPPLIES**

There shall be cleaning supplies provided at the utility sink which must include:

- *Liquid hand soap and single service towels for handwashing, and*
- *Clean linens, dish detergent and bleach for cleaning dishes and equipment.*

## **LIQUID AND SOLID WASTES**

All liquid waste shall be discharged directly to the sanitary sewer where accessible or to a holding tank adequate to meet the needs of your food concession.

The liquid waste disposal system must never be allowed to contaminate the food concession or the ground.

The solid wastes shall be kept in covered, washable containers lined with plastic bags. They shall be emptied as necessary.

## \*ADDITIONAL INFORMATION FOR ICE CREAM SELLERS:

RE: Ice Cream Dipper Well

Section 50 of the Food Regulation 240/85, states:

“All equipment must be maintained at all times...in a clean and sanitary condition.”

To store the scoop for the serving of bulk hard ice cream requires special equipment since it:

- *Is reused throughout the day;*
- *Is usually kept moist to allow for easier dispensing of ice cream; and*
- *Contains dairy products, which when kept at room temperature, will allow the growth of bacteria.*

### OPERATIONAL STANDARD:

*All establishments that serve hard ice cream and frozen dairy products must have continuous running water dipper wells for storage of scoops in close proximity to ice cream.*

*This standard does not apply to operations that only serve hard ice cream on an intermittent basis, or other types of ice cream where an individual scoop is being stored in the ice cream container.*

### CRITERIA:

Both the scoop and the dipper well must be cleaned to remove all milk stone, and sanitized on a regular basis.

### EMPLOYMENT STANDARDS ACT

The following information has been prepared as a guide for employers and employees. For further information please contact our Edmonton Regional Office at the address below or phone (780) 427-3731.

Employment of persons under 15 years of age is prohibited. Persons 15 years of age and under 18 years of age must be in the continuous presence of at least one person 18 years of age or older between 9 p.m. and midnight and cannot be employed from midnight to 6 a.m.

## FOR MORE INFORMATION CONTACT: DEPARTMENT OF LABOUR

Employment Standards Branch

Main Floor, 9941 - 106 Street

Edmonton, Alberta T5K 1C4

(780) 427-3731

<http://employment.alberta.ca>

### LIQUOR TASTINGS:

A liquor supplier may provide free individual tastings of liquor to patrons on a Class A, B, C or D licensed premises with the following conditions:

- *The liquor used for the tastings must be purchased from the licensee, at a price negotiated between the liquor supplier and licensee.*
- *Maximum tasting sizes are as follows:*

<i>beer</i>	<i>- 56 ml (2 oz.)</i>
<i>coolers/premixed</i>	<i>- 56 ml (2 oz.)</i>
<i>wine</i>	<i>- 28 ml (1 oz.)</i>
<i>spirits</i>	<i>- 14 ml (1/2 oz.)</i>
<i>liqueurs</i>	<i>- 14 ml (1/2 oz.)</i>
<i>refreshment beverages</i>	<i>- 28 ml (1 oz.)</i>

At all times during the promotion:

- *the liquor supplier or their employee must be present on the licensed premises; and*
- *the booth or area from which the tastings are offered must be staffed.*

The tastings may be served by the liquor supplier's employee or the licensee. Both the liquor supplier and the licensee are responsible to ensure:

- *minors are not provided liquor; and*
- *no one is served to the point of intoxication*

The liquor supplier must maintain a written record of tasting activities, including the date, name and location of the licensed premises where the tastings took place and the cost (see Section 8.5.5). These records must be provided to the AGLC on request.

A Class D licensee may conduct a tasting session for customers on behalf of a liquor supplier, with the following conditions:

- *the liquor supplier and the licensee must have a written buy/sell agreement (BSA) (see Section 8.3). The BSA must:*
- *identify the liquor product(s) that will be offered;*
- *specify the dates and times of the tastings, and*
- *be signed by both the liquor supplier and licensee before any tasting sessions can take place.*
- *there can be no charge to patrons for the tastings; and*
- *the total cost for the tasting, which is charged to the liquor supplier, may include:*
- *staffing costs (i.e., wages, benefits and administrative costs to a maximum of \$20 per hour); and*
- *the negotiated cost of the product being tasted.*

A Class D licensee may conduct their own liquor tasting session, independent of a liquor supplier, with the following conditions:

- *Any tasting charges to customers must be based on cost-recovery for the product tasted.*
- *The licensee is not allowed to charge back the costs of a tasting to a liquor supplier.*
- *The licensee must maintain a written record of tasting activities, including the liquor product(s) tasted, date the tasting took place and quantity consumed.*
- *Maximum sizes are per Section 8.5.1b).*

## **GUIDELINES**

A Class D licensee may provide a patron with a sealed 50 ml bottle of spirits for off premises tasting. Food items complementary to the liquor may also be provided.

## **EDMONTON FIRE DEPARTMENT**

### ***FIRE PREVENTION BRANCH FIRE SAFETY REQUIREMENTS GOVERNING EXHIBITS AND DISPLAYS IN ASSEMBLY BUILDINGS DISPLAYS IN ASSEMBLY BUILDINGS***

NOTE: THE REQUIREMENTS AS NOTED BELOW ARE ONLY A CONDENSATION OF THE REFERENCED SECTIONS OF THE ALBERTA FIRE CODE. IF MORE INFORMATION IS REQUIRED, CONTACT THE FIRE PREVENTION BRANCH AT (780) 427-6868.

- *No portion of a display shall obstruct any exit aisle or exit doorway.*
- *Dead end aisles shall not exceed 6 meters.*
- *If a fire hose standpipe, manual fire alarm pull station, or EXIT sign is located within the exhibit space, it shall be the responsibility of the exhibitor to provide access to such equipment and if the view to such equipment is obstructed, to provide designating signs for same.*

*The following materials, if used for display or decorative purposes, shall be inherently flame proof or properly treated with a chemical flame retardant:*

- *flowers (artificial)*
- *foliage (artificial)*
- *paper, cardboard or compressed paperboard*
- *split wood and bamboo fibres*
- *textiles, table skirting, etc.*



- any other material used for festive decorations including Christmas trees
- wallpaper is permitted if pasted securely to walls or wallboard backing.

Permission may be given to use materials such as:

- hay or straw
- acetate fabrics
- paper backed foil
- after considering the amount and locations of these combustibles and also treating them with a chemical fire retardant.

It is not the intent of this guideline that textiles and similar combustible merchandise on display for sale be flameproof, however, quantities shall be limited to an acceptable amount.

- The use of open flame is limited to certain equipment that requires open flame to demonstrate the function of such equipment. However, individual approval is required from the Fire Prevention Branch to have such open flame.

Equipment must be set up in a manner that will comply with acceptable safety standards and a suitable fire extinguisher shall be provided. If at any time the Fire Inspector deems such equipment to be operated in a manner dangerous to public safety, he shall direct the property owner to cancel the privilege of the exhibitor concerned.

Every display using an open flame must have a 2A 10BC rated (minimum) multi-purpose fire extinguisher. Food service concessions must have a 20BC rated (minimum) dry chemical, fire extinguisher.

- Interior food service displays shall provide a diagram drawn to scale showing the location of cooking equipment (deep fryers, grills, and stoves) fire extinguishers and aisle space within the booth area.

- Open flame shall not be used solely for attracting attention.
- Under the authority of Provincial Plumbing & Gas Protection Services, propane may be used for propane burning appliances, however, the cylinder shall not exceed 5 lb. capacity. If a larger cylinder is used it shall contain only 5 lbs. of propane and an invoice, from the supplier to verify this, must be on hand at all times.
- Gasoline tanks on motor vehicles or other gasoline fueled equipment shall be not more than 1/4 full, complete with a locking gas cap. The battery must be disconnected within the buildings.
- Propane fueled vehicles are not permitted inside the building unless the tank is empty or special conditional permission is obtained.
- Boxes and cartons from which merchandise has been removed, must be neatly piled in storage areas designated by the property owner.
- All electrical appliances, electrical cords and electrical connections shall comply with the Electrical Code.
- Motor vehicles designed for open air food services are prohibited in public assembly buildings.
- Outdoor displays, parked vehicles or other objects shall not restrict access to, or obstruct from view, any fire hydrant or Fire Department connection on any building.
- The property owner shall have on hand the name and phone number of the person (promoter) who is responsible or in charge of the overall exhibition.
- Each Concessionaire is to have a Class A-B-C Fire Extinguisher in each operation booth at all times

## **WORKPLACE HAZARDOUS MATERIALS INFORMATION SYSTEM (WHMIS)**

The Workplace Hazardous Materials Information System, or WHMIS as it is often called, is a national system designed to ensure that all employers obtain the information that they need to properly inform and train their employees about hazardous materials used in the workplace.

Through legislation, uniform requirements have been established to ensure the hazards of materials produced, sold, imported or used in the workplace are identified by both suppliers and employers.

A supplier of a “controlled product”, as defined by WHMIS under the federal Hazardous Products Act, must provide detailed information concerning that product in the form of a “Material Safety Data Sheet” (MSDS).

Under occupational safety and health legislation employers are also required to provide their workers with hazard information received from suppliers and in respect of controlled products produced in the workplace. Information must be provided in three ways:

- *Employers must ensure that controlled products used in the workplace are labeled according to WHMIS requirements.*
- *Employers are responsible for obtaining an MSDS for each controlled product from suppliers. MSDSs for controlled products must be readily accessible to workers at each work site*
- *Employers must ensure that instruction is provided for workers who handle, are exposed to, or likely to handle hazardous materials. Requirements for worker education are comprehensive.*

The above information is intended to make you aware of the Workplace Hazardous Materials Information System legislation.

## **FOR MORE INFORMATION CONTACT:**

Workplace Health and Safety  
6th Floor, 10709 Jasper Avenue  
Edmonton, Alberta T5J 3N3  
(780) 427-2687