

Concession Manual

**Empire State Fair
NYCB LIVE's Nassau Coliseum**

May 11th-20th, 2018

THIS MANUAL IS PART OF YOUR LEASE AGREEMENT

**State Fair Inc.
229 Main Street
Belleville, NJ 07109
973-450-1073
Fax 973-751-7397**

This manual has been compiled to provide you with the information to ensure each concessionaire is aware of the rules & regulations of Empire State Fair.

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General Guidelines

Terms

The term "SFI" State Fair Inc., as used herein, shall be construed to mean the Fair management, its officers, employees, or agents acting for it in the management of the Fair. The terms "Lease Agreement" and "Contract", as used herein, shall be taken to mean the same thing and are used interchangeably throughout. The term "Concessionaire", as used herein, shall be construed to include other terms including, but not limited to, vendors, exhibitors, owners and food and game operators.

Fair Office Hours

On site for vendor business

Month, Date thru Month Date, 2018 9:00 am – 5:00pm

Month, Date thru Month Date, 2018 11:00 am – 9:00 pm

Permanent Fair office located at 229 Main Street, Belleville New Jersey 07109 9:00 am to 5:00 pm Monday thru Friday. (973) 450-1073 (Fax) 973-751-7397

E-mail: vendors@empirestatefair.com

Rental Policy & Payment Schedule

Due to the limited number of rental spaces available, definite reservations must be made with a signed Lease Agreement. **A deposit of 25% of your total charges is due by February 1, 2018 along with a signed copy of the Lease Agreement. No exceptions.** An additional 25% payment is due by May 1, 2018. The balance will be due on May 11, 2018. No stand, exhibit booth, or freestanding display may be opened until 50% of the charges are paid (this only applies to returning vendors). **First time vendors must be paid in full prior to opening.** There is a \$25 charge for all returned checks. All contracts are for the 2018 Fair only. Failure to meet payment deadlines **will** jeopardize your location.

Deposit

All deposit refund requests must be given to "SFI" in writing prior to February 15, 2018. No refund request will be accepted after February 15, 2018.

First time vendors and previous vendors at the discretion of management must pay in full prior to opening. Returning vendors booking after May 1, 2018 must pay 50% deposit and balance prior to opening day, all others pay in full.

Lease Agreement

Sign and return your Lease/concession Agreement by February 1, 2018. Read the back of your Lease Agreement and this manual completely for all rules and regulations.

Occupancy

Any Concessionaire failing to occupy contracted space by 5 pm on May 11, 2018 shall not be relieved of the obligation of paying the full rental charge for such space.

Fines Issued After Warnings

SFI does not want to be in the business of handing out fines, but rules must be adhered to in order to maintain a professional atmosphere at all times. Any vendor fined for the reasons below reasons will be making a donation to a charity chosen by management. Fines will be billed to concession owner.

- \$50 *Not attending mandatory meetings
- \$25 * No Id's /or wearing backwards/ swapping
- \$50 *Concession not open on time
- \$100 *Altercations with public
- \$10 *Improper attire
- \$50 *Lack of cleanliness and neat appearance of employees
- \$50 *Smoking in public- in uniform
- \$25 *Golf carts, bicycles, scooters ridden on midway during hours of operation
- \$50 *In Correct or misleading signage on games
- \$100 *Game violations/ improper operations
- \$100 *No-compliance with Family Value Day
- \$50 *Not cleaning your concession area upon closing
- \$100 *Cooking grease not dumped into grease barrels
- \$500 *Selling unauthorized beverages per occasion
- \$25 * Water leaks
- \$500 *Gray water contamination
- \$50 *Vehicles left on midway/ removal of vehicle (½ hr before opening) /unsafe operation of vehicle

Use of Space

Concessionaire may not sublet their concession space, or any part thereof. **Concessionaire may not offer for sale or advertise articles for sale that are not described in signed Lease Agreement.** No changes or additions of product or display are permitted without prior written approval by "SFI".

Cancellation

In the event that the premises in which the Fair is conducted should become unfit for occupancy or substantially interfered with by reason of any cause or causes not reasonably within the control of "SFI", the Fair may be cancelled at the sole discretion of "SFI". "SFI" shall not be responsible for delays, damage, loss, increased costs, or other unfavorable conditions arising by virtue of cause or causes not reasonably within the control of "SFI". Causes for such action shall include, but not limited to: fire, casualty, flood, explosion, accident, blockage, sabotage, embargo, inclement weather, government restraints, act of public enemy, terrorism, act of war, riot or civil disturbance, inability to secure sufficient labor, technical or other personnel, municipal, state or federal laws, act of God or actual or threatened dissemination of a disease. Should "SFI" terminate this agreement pursuant to the provisions of this section, the exhibitor waives any and all claims for damage arising there from. Refunds in the event of termination shall be made to exhibitors in the amount of original exhibit fee less administrative costs.

Hours of Operation

Mondays – Thursdays	6:00pm - 11:00pm
Fridays	6:00pm - 12:00am
Saturdays	2:00pm - 12:00am
Sundays	2:00pm - 12:00am

All concessions, exhibits, must be open and manned, during all posted hours, unless otherwise notified by "SFI". Rides must be manned ½ hour prior to the scheduled opening. "SFI" reserves the right to extend or reduce these hours at any time and for any reason.

Set-Up & Tear Down

No concession can move onto location without checking in at Fair Office. ALL CONCESSION-OWNERS/MANAGERS MUST check in with Fair Office no later than Noon on Friday, May 11, 2018.

SET-UP will begin the morning of Monday, May 7, 2018. There will be exceptions for early set-ups but please contact the Fair office during the week prior to opening. All line-up concessions must be ready for set-up by 8:00am on the morning of Monday, May 7, 2018. Failure to be ready for set-up will put your location in jeopardy. All other concessions should check in at the Fair office no later than Monday morning to get an approximate time for set-up. All Concessions must have an electric lead line, **300' long**, to connect to the electric distribution boxes. **ALL CONCESSIONS, EXHIBITS, AND RIDES MUST BE READY TO OPEN AND OPERATIONAL BY 2:00 pm ON FRIDAY, MAY 11, 2018.**

NY State Mandates Electrical Requirements for Fair Concessions & Rides. See Attached Insert

TEAR-DOWN will begin at 12:30am, on May 21, 2018 **TEAR-DOWN BEFORE MIDNIGHT IS STRICTLY PROHIBITED.** Vehicles will not be allowed on the fairgrounds until 12:30am or when all patrons have left the fairgrounds. All concessions /exhibits must be removed by 11:59pm on Tuesday, May 22, 2018. All Concessionaires are responsible for the cleanup of their area after tear down. Fines will be levied for left, unclean areas.

Concession Guidelines

Each concession, including all equipment, is to be clean, aesthetically pleasing, and in good structural condition. All concession trailers must have ballys. All tables must be covered and skirted. All coverings and skirting must be of good quality and in good condition. All concession trailers must have professionally designed and illuminated marquees. All stored stock and equipment must be out of public view or fenced. It is the responsibility of the Concessionaire to provide all such fencing. All employees working each concession should be neat, clean, and perform in a professional manner. **Required dress: Dark slacks with ESF or Company approved shirts.**

All products, materials, and manpower related to the operation of the concession must be contained within its interior walls or within its assigned area at all times. No person or persons shall solicit business, distribute free samples, place signage or promote business in aisles, walk- ways or midways without written permission, in writing, from "SFI".

“SFI” is not responsible for any damage to or loss of the Concessionaire’s merchandise or equipment. It is the individual Concessionaire’s responsibility to provide insurance on all merchandise and equipment. All concession spaces are subject to change.

SFI does not assume responsibility for electrical failures of any kind; water or sewer failures of any kind; and will not assume liability for costs, damages or loss of profits whatsoever.

Food Concession Guidelines

- Water leaks will not be permitted. Vendor must work to the best of their ability to immediately contain any leak. If vendor is unable to repair leak “SFI” will repair it and the cost will be charged to the vendor.
- No drain hoses will be allowed to be placed in storm drains located on Meadowlands property. There will be sewers in close proximity to some food stands. A stand that does not have a sewer nearby will be issued a 250 gallon holding tank, and vendor will be charged for rental & daily pumping. Only gray water hoses are permitted in the sewers. Disposing of food, trash, grease or anything other than gray water in the sewers is **strictly prohibited**.
- Cooking grease must be **dumped** in the designated barrels located around the Fairgrounds. No grease of any kind is to be placed anywhere else.
- Recycling is required. Every food stand will be required to sort cans, glass and food garbage in separate bags. Cardboard boxes are to be flattened and brought to the designated dumpster.
- All propane / helium tanks must be chained in place. All tanks must be removed from fairgrounds upon closing.
- Every food stand must have back flow valves at source of water and entry to stand.
- Full menus and prices must be provided with application and posted in concession.
- Daily Sales Reporting is required:
 - All Food Concessions will pay 17% of gross against the rent guarantee.
 - All Game Concessions will pay 20% of gross against the rent guarantee.
- No smoking is permitted by anyone working in a food stand or on midway
- All food preparation personnel must wear disposable plastic gloves while working. No food will be handled without plastic gloves.
- No food stocks will be allowed to be placed on ground. Supplies needed to be stored adjacent to trailer & must be fenced with stockade fencing. (Min 36” high - Max 42”)

- Every Owner will be responsible for policing his immediate area. The area around the stands must be swept regularly during the day. Sit down food areas and tables provided by concessionaire must be maintained.
- All items and prices must be displayed neatly on menu signs and be professionally designed, lettered and in clear view of customers.
- All food Concessionaires must have a 5lb minimum ABC fire extinguisher at each location and an approved fire suppression system in each food trailer.
- All employees must wear a Empire State Fair shirt that will be issued by “SFI” at a price of \$20.00 each. Food concessionaires that have their own uniforms will be permitted to wear them if a picture or actual uniform is sent to “SFI” and approved. **Employees must wear an Empire State Fair Badge while working.** Every owner will exercise his best efforts to ensure that all of his employees are clean and properly attired.
- **Washing of stands must be DONE no later than 2 hours before opening and all puddles must be swept away.**
- Every owner will make certain that his stand is open during all of the operating hours of the Fair. A person of authority must always be available to make decisions in the event any problems occur. If such person is not available, “SFI” will make a decision on owner’s behalf in the best interest of the Fair

Beverages

- All beverages, including water, must be purchased from the State Fair Business Office.
- Beverage purchase hours will be 1 hour BEFORE Fair opening until 1 hour AFTER opening, plus 7:00-8:00PM on Saturdays and Sundays.
 - Monday-Friday: 5:00PM-7:00PM
 - Saturdays and Sundays: 1:00-3:00PM and 7:00-8:00PM

Food Permits

A license fee required by the Nassau County Department of Health has been added to your invoice for each food stand. The Nassau County Department of Health makes periodic inspections of all food stands.

Fire Permits

The Nassau County Fire Department requires a Certificate of Flame Resistance for each tent greater than 200 square feet. An inspection fee will be added to your invoice for any tent greater than 200 square feet, or for any structure under which cooking is performed.

Game Concession Guidelines

- Rules of play, including prices and prizes, must be explained fully and displayed clearly on signs. Signs must be professionally designed, lettered and in clear view of the public.
- All varieties of prize merchandise must be marked level 1, 2, 3—S,M,L or similar designation, in clear view and in sufficient number to be recognizable by the public.
- All employees must wear an Empire State Fair shirt that will be issued by “SFI” at a price of \$20.00 each.
- Employees must wear an Empire State Fair ID while working.
- Microphones and amplifiers are to be kept at a reasonable volume.

“SFI” will make daily inspections of games. Any games not following the above rules will be subject to fines and/or closure.

All owners will make certain that their stands are open during all operating hours of the Fair. A person of authority must always be available to make decisions in the event any problem occurs. If such person is not available, “SFI” will make a decision on owner’s behalf in the best interest of the Fair.

Labor Regulations

All owners will operate under all NY State and Nassau County labor regulations. **Daily records must be kept and proof of age should be requested by employer for self-protection.**

Records

The following records must be kept:

- Employee name, address, date of birth
- Wages paid to each employee
- Number of hours worked each day with daily starting and ending times and daily meal periods.
- Records must be kept for 6 years and shall be available for inspection by the Commissioner of Labor at any reasonable time.
- Working papers are required for minor employees. These papers are not required if the minor is over 15 years of age and has not been employed over 14 days. After 14 days, working papers are required.
- It is very important to have all necessary parental permissions on hand, as the Fair is basically a nighttime business. The Labor Department makes inspections of the Fair and fines will be imposed for any violations of the law.

New York Department of Labor

Wage and Hour Regulations

Minimum Wage

The New York State minimum wage increased on December 31, 2017. On Long Island, it is \$11.00 per hour. There are different hourly rates for workers in the fast food industry and those who receive tips. These rates remain in effect until December 30, 2018. If you need additional assistance, please call: 1-888-4-NYSDOL (1-888-469-7365).

The Labor Standards Division has a staff of investigators who enforce the New York State Minimum Wage Act. This includes four minimum wage orders and the Minimum Wage Standards for Farm Workers. These laws, with specified exceptions, apply to all workers in New York State. They also cover people who are subject to the Federal Fair Labor Standards Act.

Empire State Fair Vendor Charges

Midway Rental Charges		Stock Truck Charges	
12' Minimum Rental Charge		Stock Truck Park (Inside Fair)	\$300 - 110v/30A
Game (Line-up)	\$125 per foot	Stock Truck Park (Inside Fair)	\$550 - 220v /60A
Game (Center Footage)	\$125 per foot	Stock Truck Park (Inside Fair)	\$150 - No Electric
Food (Line-up)	\$125 per foot	Stock Truck Park (Y Lot)	\$75 - No Electric
Food (Center Footage)	\$125 per foot	Ice Machine (outside of concession trailer)	\$50 - Per Machine
Direct Sales Specialty	\$175 per foot	House Trailer	
Direct Sales (Line-up Footage)	\$110 per foot	House Trailer - 16 Days	\$700
Direct Sales (Center Footage)	\$110 per foot		
		Inspections	
Additional Charges		Fire Permit - Tent	\$60 - greater than 200 sq. ft. \$110 - greater than 400 sq. ft. \$150 - cooking under a tent
Water, Garbage, and 110v Electric	\$300 - up to 30A		
Water, Garbage, and 220v Electric	\$550- up to 100A		
	\$700- up to 150A	Board of Health Permit	\$25 - Frozen dessert machine \$150 - Non-hazardous food \$400 - Potentially hazardous food
	\$850- up to 200A		
Sanitation Fee	\$150	ID Badges	\$35
		General Parking Pass	\$25

Trailer Park

MUST CHECK IN WITH FAIR OFFICE FOR YOUR TRAILER LOCATION. The house trailer parking area is located in "P" LOT. The fee for parking a house trailer is \$900 for 23 days with no partial charges. This amount includes water, sewage, and electric. Persons not wishing to stay the entire time will be directed to a trailer park. Spaces are given on a first come first serve basis. House trailer permits are issued through the Fair office. Parking for trailer park occupants will be permitted in trailer lanes. All other must park in adjacent parking area. Lead line required 150' minimum. **Vehicles parked in fire lane will be towed at the owner's expense.**

"SFI" will conduct regular inspections of the house trailer lot for water and sewer leakage, cleanliness, etc. "SFI" expects all individuals to conduct themselves in a responsible and courteous manner. The Fair reserves the right to eject any person or persons as it sees fit. **Electrical service will cease on Monday, May 21st at 4PM, water service will be disconnected on Tuesday AM May 22nd and sewer will be disconnected on Wednesday AM May 23rd.**

Taxes

Concessionaires are liable for all taxes including but not limited to Federal, State of New York, and local.

Pet Care

All pets are to be treated in a humane fashion. All dogs require current licenses and full vaccinations. All animal waste **MUST** be cleaned up. The ASPCA makes periodical inspections and violators of the law will be penalized. Pets may not be tied up outside trailers unless in a secured fenced in area not accessible to the general public.

Deliveries

Deliveries may be made up to 1 hr prior to opening on any day. **ALL VEHICLES MUST BE OFF THE FAIRGROUNDS ½ HR PRIOR TO OPENING.**

Mail, UPS, & FedEx Prior to July 20th

Before May 11, 2018, mail should be addressed, with the Concessionaire's name to: Empire State Fair, 229 Main Street, Belleville, New Jersey 07109. Mail may be picked up from the Fair Office during the hours listed on page 1. Outgoing mail can also be sent from the Fair Office.

During Fair Dates

UPS and FEDEX deliveries should be addressed, with the Concessionaire's name to: Fair Office, State Fairgrounds, NYCB Live at Nassau Coliseum Uniondale, New York 11553. Outgoing mail can also be sent from the Fair Office. **C.O.D. packages will not be accepted.** Owners must be present for large deliveries.

Vehicles: Cars, Trucks, Golf Carts, Scooters, & Bicycles etc.

Vehicles such as cars, trucks, bicycles, scooters, and golf carts may not be ridden thru the Fairgrounds during operating hours "SFI" does not require permits for golf carts, scooters or bicycles. When in use, **must use fire lanes only**. Operation of these vehicles should be kept to a minimum. They should be operated responsibly and with caution. Speed should also be kept to a minimum. "SFI" reserves the right to limit or revoke the privilege of use of these vehicles at any time and for any reason. Fines will be handed out for anyone breaking rules.

Concessionaire Vehicle Parking

- On fair grounds limited spaces are available.
- Driver and all passengers require proper ID to enter at service gate
- A cell phone number is required for the individual who has the ability to move the vehicle in case of an emergency.

Disposal of Waste Materials

Garbage is to be put in bags and placed in the dumpsters at the end of each day. Cardboard must be flattened and placed in designated dumpster. **Cooking grease must be dumped into the designated barrels located around the Fairgrounds. No grease of any kind is to be placed anywhere else. SFI will fine anyone breaking this rule.**

Inspection

“SFI” reserves the right to inspect all booths, stands or exhibits at any time. If in the opinion of the officials of the Fair, said display does not comply with the rules and regulations or does not appear to be good for the Fair as a whole, orders for change shall be submitted and in the event they are not complied with, said display shall be ordered closed and removed from the premises without recourse. “SFI” also reserves the exclusive right to videotape or otherwise record and maintain a visual record of any concession or exhibit area.

Fair Logo

No Empire State Fair logo products will be permitted without written permission from “SFI”.

Smoking Regulations

There will be no smoking by concession or ride employees while working. An employee on break may smoke outside of their concession or ride out of view of the public.

Sponsors/Sponsor Products

Our sponsors request that we ask our vendors to purchase their products. We would appreciate your cooperation.

Alcoholic Beverages

No alcoholic beverages will be permitted to be sold, dispensed, or consumed on the Fairgrounds at any time.

Beverages

All beverages are to be purchased at the onsite business office. **NO EXCEPTIONS.** Anyone found not complying will lose their privilege to sell beverages. Water is to be sold for no less than \$2.00/ bottle.

Sound Devices

Amplifiers, microphones, noisemakers, or other such devices will not be permitted except for Midway Games & Shows. Rides will be continually monitored by “SFI” to comply with required decibel levels.

Tents

POP-UP TENTS ARE PROHIBITED. All tents must be approved by “SFI” prior to set up. All tent stakes must be capped.

Adhesive Stickers

The giveaway of any type of adhesive sticker, promotional or otherwise, is strictly prohibited.

Admission & ID’S

Empire State Fair ID badges must be purchased at the Fair office for the price of \$30. The laminated ID card will entitle the bearer to daily admission to the Fairgrounds at the Employee gate. The ID also entitles the bearer to free parking along with a vehicle pass. **ID’s must be worn at all times while working.** Lost ID’s will be replaced at a cost of \$30.

State Fair Shirts

All employees must wear a Empire State Fair shirt that will be issued by “SFI” at a price of \$20.00 each. Food concessionaires may be permitted to wear their own uniforms if approved by “SFI” prior to opening.

Empire State Fair Insurance Requirements

All concessionaires are required to provide Comprehensive General Liability insurance in the name of the concessionaire in an amount of \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage liability combined. **The foregoing Commercial General Liability policy(s) shall name, State Fair Inc. (SFI), Nassau Events Center LLC (NEC), its respective officers, directors, agents, employees, shareholders and employees and each of their successors and assigns (collectively, the “SFI Affiliates”) as “Additional Insureds”.**

This policy shall include a “Broad Form Comprehensive General Liability Endorsement” that will provide “Personal Injury” liability coverage and “Contractual Liability” coverage as well as other normal extensions of coverage. There shall be no exclusions or warranties in this policy other than the standard exclusions in the printed ISO policy forms and endorsements. The concessionaire acknowledges that they are an independent contractor and not an employee of State Fair Inc. and/or the “NEC”. The concessionaire has or will have insurance, in a form sufficient to satisfy the concessionaire’s obligations under the

Workers Compensation laws of the State of New York. Further, said insurance shall indemnify “SFI”, and the “NEC”.

Hold Harmless

The concessionaire shall fully protect, indemnify, save harmless and defend “SFI” and “SFI Affiliates” its officers, directors and employees from and against any and all loss, cost, damage, injury, liability, obligations, claims or cause of action of every nature whatsoever for damage to property, or injury to, death of, any person or persons, that emanate from the concessionaire’s operation during the course of the 2017 State Fair Inc. Said hold harmless shall include owners, partners, or working proprietors exempt from New York Workers Compensation Insurance.

Limitation of Liability

Exhibitor agrees to make no claim for any reason whatsoever against “SFI” or the NJSEA for loss, theft, damage, or destruction of goods; nor for any injury, including death, to himself, employees, agents, or representatives; nor for any damage of any nature, including damage to his business for failure to provide exhibit space; nor for failure to hold the Fair as scheduled; nor for any action or omission of Management. The exhibitor is solely responsible for its own exhibit material and products and should insure the exhibit and products against loss or damage from any cause whatsoever. “SFI” shall bear no responsibility for the safety of the Exhibitor, its personnel, employees, agents, representatives or personal property.

A certificate evidencing the above coverage must be sent to the Empire State Fair office no later than **May 1, 2018**. The name on your concession contract and your certificate of insurance **must be the same**. If your insurance is under your personal name or another company name then the certificate issued must indicate that you are, “doing business as (Company Name)”. **If your insurance does not meet these specifications, you will not be permitted to set-up.**

Emergency Evacuation

In the case of an emergency evacuation, the following procedures are to be followed. Closing will be indicated by the lights on the Giant Wheel being turned off.

- Secure your stand
- Assist in directing patrons to an exit
- Follow any specific directions from NY State Police
- Direct media inquiries to the State Fair Office