

Office Use Only

Date Received \_\_\_\_\_

Total Fee Paid \_\_\_\_\_

Dates Scheduled \_\_\_\_\_

Keys picked up at the Stillwater County South Annex Office (17 N 4<sup>th</sup> St., Columbus, MT 59019) on the day of event, unless it is a weekend event, then they may be picked up before 4:30 p.m. Friday before event.

**STILLWATER COUNTY PAVILION RENTAL AGREEMENT**

328 E. 5<sup>TH</sup> Ave. N., Columbus, MT 59019

Contracting Party: \_\_\_\_\_

Phone Number: \_\_\_\_\_

2<sup>nd</sup> Contact Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Event Name: \_\_\_\_\_ Dates requested \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Initial \_\_\_\_\_ Contracting party: **MUST BE STILLWATER COUNTY RESIDENT** (out of county residents will be charged double rental)

**Renting:** Pavilion \_\_\_\_\_

**DAILY RENTAL CHARGES:** Rental Charges include kitchen/cleaning fee and may not be subtracted from rental charge.

\$60.00 x \_\_\_\_\_ = \$ \_\_\_\_\_ **Public School Functions, County Meetings**

\$90.00 x \_\_\_\_\_ = \$ \_\_\_\_\_ **Educational:** Lectures, workshops, seminars, weed & livestock programs, special youth meetings, church films, etc.

\$100.00 x \_\_\_\_\_ = \$ \_\_\_\_\_ **Organizational Benefits:** Fund Raising Community clubs (youth organizations, churches, civic groups, and fraternal groups) and funeral receptions.

\$160.00 x \_\_\_\_\_ = \$ \_\_\_\_\_ **Community, Family, and County Events:** - Town events, anniversaries, weddings, receptions, & reunions.

\$200.00 x \_\_\_\_\_ = \$ \_\_\_\_\_ **Business Meetings, Commercial/Private:** Events generating income for private groups/ individuals or a business. (Such as auctions/sales; garage sales; arts & craft sales, business promotions or any other event for personal, group or business profit.)

**DAILY FEES:**

\$25.00 x \_\_\_\_\_ = \$ \_\_\_\_\_ **Utilities charge per day, September 15 thru May 15.\***

**ADDITIONAL CHARGES:**

\$150.00 x \_\_\_\_\_ = \$ \_\_\_\_\_ Please select the additional areas \$150 each.

\_\_\_\_\_ Leuthold \_\_\_\_\_ Grass Areas \_\_\_\_\_ Arena

\$500.00 x \_\_\_\_\_ = \$ \_\_\_\_\_ **ENTIRE Fairgrounds ( no RV Hookups & services)**

\$50.00 x \_\_\_\_\_ = \$ \_\_\_\_\_ Each extra day before & after event (Entry to Fairgrounds allowed ONLY on days rented)

\$10.00 x \_\_\_\_\_ = \$ \_\_\_\_\_ **WIFI access per day**

**In addition, you must follow cleaning instructions given to you at time of signing the rental contract.**

**Grand Total \$ \_\_\_\_\_ + Annual Event Reservation, a nonrefundable Deposit of \$25.00 = \$ \_\_\_\_\_**

Renter agrees that the premises will not be considered rented until payment made through the Stillwater County South Annex Office (bring receipt), proof of insurance, and the signed original of this Agreement and Hold Harmless Agreement are delivered to the Stillwater County South Annex Office, PO Box 1276, Columbus MT 59019. \*\*\*\*Renter also agrees that no alcoholic beverages will be sold or served without Permit and Proof of a \$1,000,000. Insurance policy in effect, prior to event. \_\_\_\_\_ (If your event is being catered, we must have proof of insurance from them also if alcohol is involved.) Initial \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_ I have received and read the copy of renter responsibilities/cleaning rules.

Initial \_\_\_\_\_

\_\_\_\_\_ I understand additional charges may apply if renter responsibilities/cleaning rules are not followed.

Initial \_\_\_\_\_

\_\_\_\_\_ I understand that 50% of my payment will be kept if cancellation is not made two months prior to the event.

Initial \_\_\_\_\_

\_\_\_\_\_ I will provide proof of insurance for this event before the keys will be released to me or my organization.

Initial \_\_\_\_\_

\_\_\_\_\_ I will not, nor will any one associated with this event, enter the Fairgrounds/Pavilion before the contracted dates.

Initial \_\_\_\_\_

**HOLD HARMLESS AGREEMENT**  
For groups or organizations

Name of contracting entity \_\_\_\_\_, its officers, employees and members shall, through the signing of this Agreement by an authorized party or agent, indemnify, hold harmless and defend the County of Stillwater, MT, and its agents and employees from all suits and actions, including reasonable attorneys' fees and all costs of litigation and judgment of every name and description against the County as a result of loss, damage or injury to a person or property by reason of any action or omission by

\_\_\_\_\_ its agents or employees, for the following activities:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

By \_\_\_\_\_  
Title \_\_\_\_\_

**HOLD HARMLESS AGREEMENT**  
For individuals

I \_\_\_\_\_, through the signing of this Agreement hold harmless and defend the County of Stillwater, MT, and its agents and employees from all suits and actions, including reasonable attorneys' fees and all costs of litigation and judgment of every name and description against the County as a result of loss, damage or injury to a person or property by reason of any action or omission by, \_\_\_\_\_ for the following activities:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

Keep for your records

## RENTERS RESPONSIBILITIES STILLWATER PAVILION

1. Pick up the keys at the Extension Office before 5pm on Friday. You may enter the Fairgrounds only on the days rented. Return the keys by noon the following Monday. There is a drop box inside the North entrance of the courthouse. A \$10 fee will be assessed for each day beyond this time that the keys have not been returned.
2. The Stillwater Extension Office acts only as the scheduling agent for the Pavilion and is not responsible for any of the procedures or problems that arise with the rental of the building and/or grounds.
3. Notify the Stillwater Extension Office if you notice any problems in the facility before you move in.
4. Stillwater County will not be liable for equipment or food left unattended at the Pavilion.
5. Damages must be repaired within 48 hours. It will be up to the group using the building to make satisfactory repairs (equal to the original installation). If repairs are not made, that individual or group signing the contract will not be allowed future use of the facility and will be billed for repairs by repairman of our choice. This includes items that have been stolen from the Pavilion, including but not limited to tables and chairs.
6. The County agrees to furnish supplies such as hand soap, paper towels, and toilet tissue for the bathrooms. You are required to furnish your own dish soap, dish cloths, and dish towels.
7. Should any of the policies be abused, a base charge of \$75.00 will be assessed against the organization or individual in charge of the event or use. Serious consideration with a sizeable down payment charge, will be charged for future functions by the group or individual.
8. The security for the fairgrounds is up to the group using the facilities. Stillwater County does not assume responsibility for theft or damage to personal property or exhibits while used by an individual or group. Police Protection may be required by the County Commissioners on a case-by-case basis.
9. If any vandalism is detected during the process of cleaning you will be notified and will be expected to pay for damages. **YOU ARE RESPONSIBLE FOR YOUR POSSESSIONS AND GUESTS.**
10. If all cleaning procedures are not followed **YOU WILL BE BILLED FOR ADDITIONAL CLEANING CHARGES.**

**LIQUOR POLICY:** State law prohibits the sale of beer, wine, or hard liquor without proper license in the facilities at the fairgrounds in Columbus. The Bottle Club Law and beer and table wine license provides for the use of liquor at public functions.

- OPTION A:** A private function not open to the public can have beer, wine, and hard liquor without license. If advertised and open to anyone who comes (public) this does not apply.
- OPTION B:** The Bottle Club Law does not allow the BYOB (Bring Your Own Bottle) at Public Functions. Tickets sold for music, dinners, general admission, etc., prohibit the use of hard liquor furnished by guests and the sponsoring group providing a set-up (glasses & ice).
- OPTION C:** A license to sell hard liquor can be obtained by contacting a tavern, which has purchased a catering endorsement.
- OPTION D:** A beer and table wine license can be obtained by submitting application. The application must be in Helena 10 days prior to the event. The application can be found on the MT Department of Revenue website. <http://revenue.mt.gov/formsandresources/downloadable-forms/liquor-licensing.mcp>

**The Stillwater Pavilion is county property and we would appreciate it if each renter would take care of it as if it was his or her own. If you have any questions or problems, please call the County Commissioners at 322-8010 during normal business hours.**

OVER FOR CLEANING DIRECTIONS

**RENTERS CLEANING CHECKOFF LIST  
STILLWATER PAVILION**

IF ALL CLEANING PROCEDURES ARE NOT FOLLOWED YOU WILL BE BILLED FOR  
ADDITIONAL CLEANING CHARGES.

You must complete all cleaning by 2:00 a.m. of the day after your rental, otherwise a \$50.00 fee will be billed. Return the key to the drop box in the lobby of the Courthouse by noon the next day or a \$10.00 fee will be billed for each day the key is in your possession.

- WASH OFF ALL TABLES AND CHAIRS BEFORE STACKING.**
- STACK CHAIRS ON THE SOUTH WALL** 10 Chairs per stack; seats of the chairs facing the wall.
- STACK TABLES ON THE NORTH WALL** Stack plastic tables separately.
- REASSEMBLE STAGE PROPERLY AND PLACE IT ON THE NORTH WALL, IN ITS ORIGINAL SECTION.**
- WASH AND PUT EVERYTHING AWAY IN THE KITCHEN – ALL FOOD MUST BE REMOVED. DO NOT POUR GREASE INTO SINK.**
- ALL GARBAGE MUST BE PICKED UP IN AND AROUND THE BUILDING.** Bag and put in blue box at the west end of the building. Do not stack in front of containers.
- REMOVE ALL DECORATIONS, MATERIALS, OR SALE ITEMS**
- CHECK THE KITCHEN AND BATHROOM DOORS** They need to be closed tightly to prevent freezing of water lines
- TURN OFF OVERHEAD FURNACE**
- TURN OFF ALL OF THE LIGHTS**
- LOCK THE DOORS AND THE GATE** *YOU ARE RESPONSIBLE FOR ANY DAMAGES THAT MAY OCCUR IF THE DOORS ARE LEFT UNLOCKED.*
- RETURN THE KEYS TO THE EXTENSION OFFICE DROP BOX INSIDE THE NORTH ENTRANCE TO THE COURTHOUSE BY NOON FOLLOWING A WEEKEND EVENT, OR THE DAY AFTER A WEEK DAY EVENT. YOU WILL BE BILLED A \$10.00 FEE PER DAY IF KEYS ARE NOT RETURNED PER THIS AGREEMENT.**

**INSURANCE REQUIREMENTS BY EXPOSURE CLASS:**

**A. High-**

1. Require a signed agreement that includes:
  - a. At least \$1,000,000/occurrence liability limit proof of liability insurance,
  - b. the County added as additional named insured and
  - c. a signed Hold Harmless Agreement (as part of the User Agreement)

**Note: If liquor is to be served or consumed the event automatically becomes a high exposure event.**

**Examples include:**

Animal Acts	Evangelistic Meetings	Public events with security concerns
Animal Racing	Fireworks	Pop/Rock Concerts
Arcades	Go-Karts	Races/Truck Pulls/ Mud Rallies
Carnivals	Gun Shows	Religious Assemblies
Circuses	Logging/ Lumberjack shows	Rodeos
Political Rallies	Parades	Conventions
Shooting Competitions	Sporting Events	Picnics with pool or lake activities
Political Rallies	Dances or Concerts with more	than 1,000 people

**B. Medium-**

1. Require a signed agreement that includes:
  - a. \$500,000/ occurrence liability limit proof of liability insurance and
  - b. a signed Hold Harmless Agreement (as part of the User Agreement)

**Examples include:**

Horse Shows	Debuts	Dances or Concerts – less than 1,000 people
Debutante Balls	Family Reunions	Charity/School Carnivals (no rides)
Festivals	Reunions-Class	School Band/ Drill Team Competition
Wedding Receptions	Proms	

**C. Low/ Light-**

1. Require a signed agreement that includes:
  - a. \$500,000/occurrence liability limit proof of insurance and
  - b. a signed Hold Harmless Agreement (as part of the User Agreement)

**Examples include:**

Auctions	Musicals	Show-Animal /Livestock
Award Presentations	Pageants	Antique, Art, Auto Boat shows
Banquets/Luncheons	Phone-a-thons	Business, Consumer
Bazaars	Picnics with no lake/pool activities	Sales
Bingo Games	Craft, Dance, Fashion	Flower, Garden, Home
Craft Shows	Rummage sales	RV, Trade, and Vacation
Dinner Theater	Graduation	Educational Exhibits
Speaking Engagements	Scouting Jamborees	Social Gathering
Theater Performances	Flea Markets	Swap Meets
Seminars	Job Fairs	Meetings

Keep for your records

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**OPTION C:** A license to sell hard liquor can be obtained by contacting a tavern, which has purchased a catering endorsement.

**OPTION D:** A beer and table wine license can be obtained by submitting application. The application must be in Helena 10 days prior to the event. The application can be found on the MT Department of Revenue website. <http://revenue.mt.gov/formsandresources/downloadable-forms/liquor-licensing.mcp>

Revised 3-27-13



# Application For Special Permit to Sell Beer/Table Wine

Return to:  
Montana Department of Revenue  
Registration and Licensing  
P.O. Box 1712  
Helena, MT 59604-1712

MONTANA  
SpecPerm  
Rev. 4-03

**Check type of organization:**

- |  |                    |
|--|--------------------|
| <input type="checkbox"/> 501(c)(3) organization (limit up to 3 per year) *   | \$10 per day       |
| <input type="checkbox"/> 501(c)(3) intercollegiate athletic fund-raising organization (limit up to 12 per year) *  | \$10 per day       |
| <input type="checkbox"/> 501(c)(4) civic league or organization (limit up to 12 per year)*   | \$10 per day       |
| <input type="checkbox"/> 501(c)(6) chamber of commerce or business league (limit up to 12 per year)*<br>(Must provide proof of liquor liability insurance) | \$10 per day       |
| <input type="checkbox"/> Accredited Montana post secondary school (limit up to 3 per year)   | \$10 per day       |
| <input type="checkbox"/> An organization operated to raise funds for a needy person  | \$10 per day       |
| <input type="checkbox"/> Licensed veterans or fraternal organization (limit up to 3 per year)  | \$10 per day       |
| <input type="checkbox"/> Professional sports organization (seasonal)   | \$1,000 per season |
| <input type="checkbox"/> Junior hockey team (seasonal)   | \$1,000 per season |

\*A copy of your IRS tax exempt certificate must be attached or on file with the department

### Section 1: Applicant Information

Applicant \_\_\_\_\_

Address \_\_\_\_\_

Street City State Zip

Purpose for event \_\_\_\_\_

Date(s) for which special permit is desired \_\_\_\_\_

Exact location where beer/table wine will be sold and consumed \_\_\_\_\_

### Section 2: Local Law Enforcement

To be completed by a local law enforcement official:

I approve of the described event \_\_\_\_\_  
Print name and title

Signature and date \_\_\_\_\_

I disapprove of the described event \_\_\_\_\_  
Print name and title

Signature and date \_\_\_\_\_

### Section 3: Applicant Acknowledgment

Beer/table wine will be sold and consumed within the enclosure where the event is to be held and only on the above-designated date(s). The location of the event is not within 600 feet and on the same street as a school or church.

The application, applicable fee, and approval of local law enforcement must be received by the Department of Revenue, Registration and Licensing, three days in advance of the earliest date for which the permit is desired.

If granted a permit, the applicant, any agent, or employee will abide by all the laws, rules and ordinances, relating to the sale of beer and table wine. The applicant understands that violation of any department rule, state, or any local ordinance relating to the sale of beer or table wine by the applicant, any agent, or employees, shall be sufficient grounds to revoke the permit. Any authorized employee of the Department of Revenue, or its duly appointed representative and/or any peace officer of this State shall have the right to examine the permittee's premises at any time.

Print name and title of authorized official of applicant \_\_\_\_\_

Signature of authorized official of applicant \_\_\_\_\_

Contact Phone Number \_\_\_\_\_

Federal ID Number for Applicant \_\_\_\_\_

Fax Number \_\_\_\_\_

## **Samples of Qualified Organizations**

- An organization or institution that has a tax-exempt designation under section 501(c)(3) of the Internal Revenue Code
- An organization or institution that is organized and operated to raise funds for a needy person
- An accredited Montana postsecondary school
- A civic league or organization that has a tax-exempt designation under section 501(c)(4) of the Internal Revenue Code
- An organization authorized by an accredited Montana Postsecondary school to engage in fund-raising activities for intercollegiate athletics that has a tax-exempt designation under the provisions of section 501(c)(3) of the Internal Revenue Code (Only one organization for each Montana postsecondary school may be authorized under this section)
- An association or corporation engaged in professional sporting contest or junior hockey contests
- A chamber of commerce or business league that has a tax-exempt designation under section 501(c)(6) of the Internal Revenue Code (The chamber of commerce or business league receiving a special permit must obtain liquor liability insurance for any event conducted)

**STILLWATER COUNTY PLAN REVIEW APPLICATION TO OPERATE A TEMPORARY FOOD ESTABLISHMENT (TFE)**

**TYPE or PRINT IN INK. Enter N/A where requested information does not apply. Leave NO BLANK SPACES.**

TFE OPERATOR INFORMATION	EVENT INFORMATION
Name of Owner and Doing Business As:	Event Name:
Mailing Address:	Location:
City/State/Zip Code:	Address:
Contact Information:	City:
Type of Organization: <input type="checkbox"/> For Profit <input type="checkbox"/> Charitable – Not for Profit	Hours of TFE Operation (include time set-up will begin):
Event Organizer's Name:	Date(s) of Event: Anticipated Maximum Attendance at Peak Time: _____
On-site (Person-in-Charge) Contact:	Event Location: <input type="checkbox"/> Indoor Event <input type="checkbox"/> Outdoor Event* * Event will occur regardless of the weather conditions: <input type="checkbox"/> Yes <input type="checkbox"/> No
On-site Contact Cell Phone:	Facility Type: <input type="checkbox"/> Booth <input type="checkbox"/> Mobile Food Establishment <input type="checkbox"/> Permanent Building <input type="checkbox"/> Food Cart

FOOD INFORMATION: LIST ALL FOOD/BEVERAGE PRODUCTS THAT WILL BE PREPARED, SOLD OR GIVEN AWAY.			
List Menu Item	Prepackaged	Prepared on site	Prepared at Other Location**

**For food items that will be prepared at other location provide the following information and obtain required information from approved food establishment:	
Retail Food Establishment Name	Name of License Holder
Address and City	License #
Phone Number of License Holder	Contact #

## TEMPORARY FOOD ESTABLISHMENT REQUIREMENTS

**Booth Construction (Select Applicable)**

Overhead Covering  Canvas  Wood  Other: \_\_\_\_\_  
 Floor  Asphalt  Concrete  Wood  Other: \_\_\_\_\_  
 Walls  Screens  Concrete  Wood  Other: \_\_\_\_\_  
 Booth supplied by:  TFE Operator  Event Organizer  Rent from: \_\_\_\_\_

**Sketch the general layout of the Temporary Food Establishment on page 3 of this application.**

**Utensils and Equipment (When Applicable)**

Single-serve eating and drinking utensils  
 Multi-use kitchen utensils  
 Type of Utensil Washing Set Up:  
 Three basin set-up  
 Shared three compartment sink  
 Three compartment sink within a food establishment  
 Sanitizer to be used:  
 Chlorine  Quaternary Ammonia  Iodine

**Handwashing Facilities (When Applicable)**

Provided by :  Event Coordinator  FE Operator  
 Type of handwashing facility:  
 Gravity-fed water with spigot/bucket  
 Self-contained portable unit (with potable water and waste water holding tanks)  
 Plumbed with hot and cold water under pressure  
*Hand Soap, single-use towels, and trash receptacle must be provided at all handwashing sinks.*

**Food Storage or Display Equipment**

Identify all holding equipment that will be used:

**Toilet Facilities for Food Employees**

Provided by :  Event Coordinator  FE Operator

**Cooking Equipment**

Identify all cooking equipment that will be used:

**Electrical Supply:**

Refrigerator or Freezer available  
 Lighting available

**Food Transportation**

Identify how food will be transported to event:

**Refuse Removal**

Identify responsible party for waste removal:

**Food Employees (When Applicable)**

Certified Food Manager available  Yes  No  
 Name: \_\_\_\_\_

**Liquid Waste Removal**

Identify responsible party for liquid waste removal:

# of food employees: \_\_\_\_\_

Frequency of liquid waste removal: \_\_\_\_\_ per day

A temporary food establishment permit will not be issued unless this application meets all local applicable requirements and those found in the Administrative Rules of Montana and the permit has been signed and approved by the regulatory authority. Additionally, the undersigned is aware that non-compliance may result in closure of the temporary food establishment.

Applicants Name (Print): \_\_\_\_\_ Applicants Signature: \_\_\_\_\_

**DO NOT COMPLETE INFORMATION BELOW – FOR OFFICE USE ONLY**

Application Approved <input type="checkbox"/> Yes <input type="checkbox"/> No* See reason below		Reviewer Signature/Title: _____/_____  Date: _____
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\*Reason(s) for Disapproval:

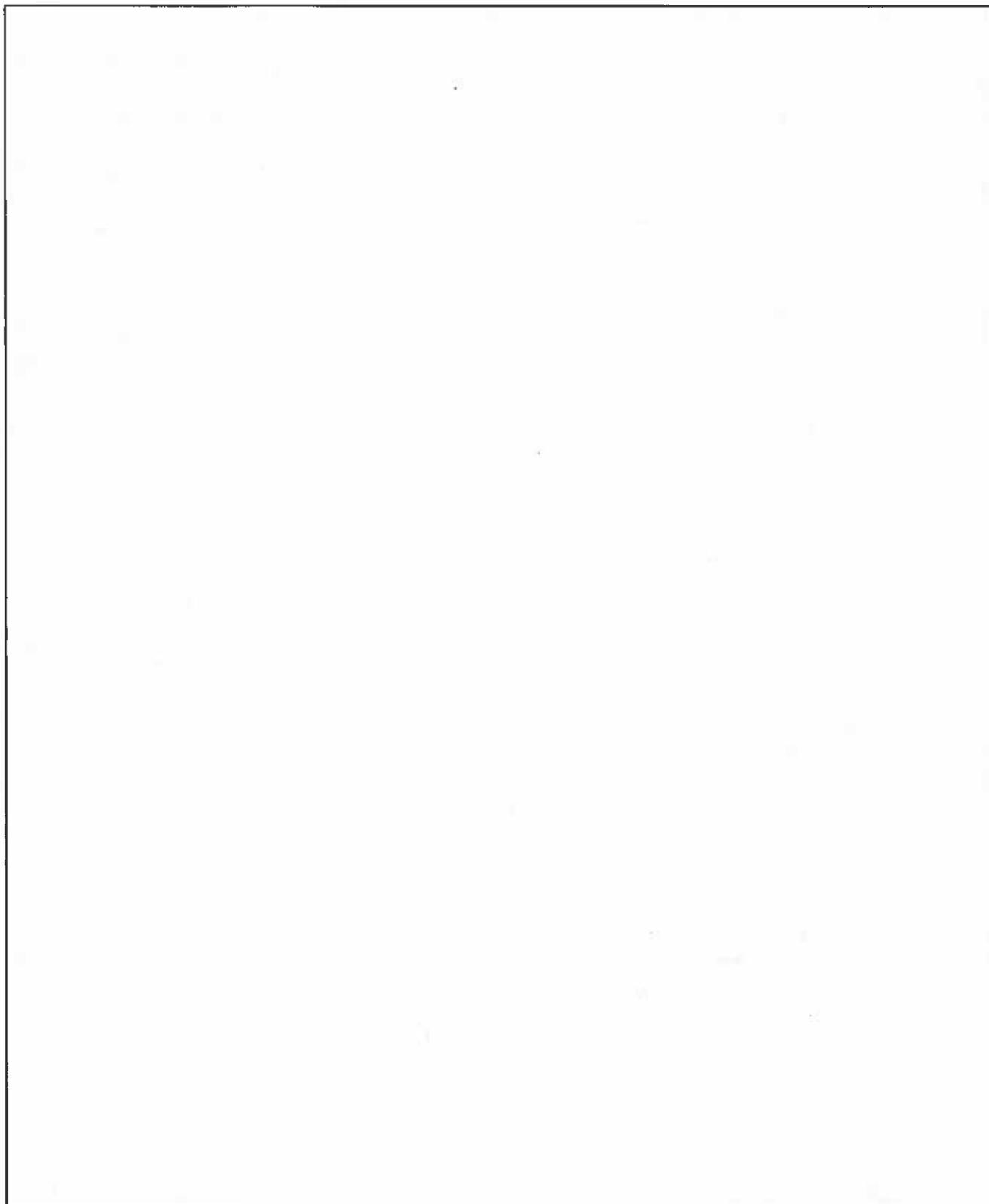
\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Sketch below the general layout of the Temporary Food Establishment indicating the location of the following:

1. Location of cooking and holding equipment
2. Location of handwashing and utensil washing facilities (if not using shared facilities)
3. Location of trash disposal containers
4. Location of work tables, food and single-service storage



# Temporary Food Establishments (TFE)

## Guidance Document

### TEMPORARY FOOD ESTABLISHMENT OPERATIONS CHECKLIST

The following checklist provides an overview of the general requirements that should be considered when reviewing applications and conducting on-site inspections. The local regulatory authority may impose additional requirements based upon the type of food preparation and/or sanitary facilities available.

Please be aware that temporary food establishments must each be reviewed on their own operation and not all aspects of this checklist may apply to every temporary food establishment.

The applicable 2013 Model Food Code Sections have been italicized.

#### PERSONNEL

- **PERSON-IN-CHARGE (PIC):** A designated person must be on site during all hours of operations of the temporary food establishment. The PIC is responsible for ensuring compliance with health code requirements. (*§2-101.11, 2-103.11*)
- **CERTIFIED FOOD PROTECTION MANAGER:** At least one employee that has supervisory and management responsibility and authority to direct and control food preparation and service shall be a Certified Food Protection Manager for those temporary food establishments, unless the temporary only serves beverages; pre-packaged, ready-to-eat items; and non-TCS foods. (*§2-102.12*)
- **EMPLOYEE HEALTH:** Employees with communicable diseases which can be transmitted through food shall be excluded and/or restricted from food activities. (*§2-201.11, 2-201.12, 2-201.13, 2-401.12*)
- **HANDWASHING:** Food employees shall wash their hands upon entering the temporary or food preparation and service areas, immediately before engaging in food preparation, after using the toilet room, and as often as necessary to remove soil and contamination and to prevent cross contamination. (*§2-301.11, 2-301.12, 2-301.14, 2-301.15*)
- **HANDWASHING FACILITIES:** Handwashing facilities shall be located to allow convenient use by food employees in food preparation, food dispensing

and warewashing areas. Handwashing sinks are to only be used for handwashing. A handwashing sign shall be posted at each handwashing sink. (§5-204.11, 5-205.11, 5-202.12, 5-203.11, 6-301.11, 6-301.12, 6-301.14, 6-301.20)

Packaged food only – Hand wash stations are not required if only commercially pre-packaged foods kept in their original containers will be provided to consumers.

Temporary handwash stations can be a variety of different possibilities. For example – A five gallon insulated container with a spigot which can be turned on to allow potable warm water to flow over one's hands into a waste receiving bucket of equal or larger volume. Hand soap, single-use dispensed towels, and a waste receptacle shall be provided. (See Below)



- **HYGIENE:** Food employees shall maintain a high degree of personal cleanliness and shall conform to good hygienic practices during all working periods. (§2-302.11)
  - Food employees shall have clean outer garments, aprons and effective hair restraints. (§2-304.11, 2-402.11)
  - Food employees are not allowed to smoke or eat (including chewing gum) in the food preparation and service areas. A food employee may drink from a closed beverage container if the container is handled to prevent contamination of the employee's hands; the container; and exposed food, clean equipment, utensils and single-service/single-use articles. (§2-401.11)
  - All non-working, unauthorized persons should be restricted from food preparation and service areas. (§2-103.11)
  
- **NO BARE HAND CONTACT:** Employees preparing food may not contact exposed, ready-to-eat food with their bare hands and shall use suitable utensils such as deli paper, spatulas, tongs, single-use gloves or dispensing equipment. (§3-301.11)
  - *Bare hand contact may be allowed if the provisions for allowing bare hand contact in §3-301.11 are followed.*

## FOOD SOURCE

- **SOURCE:** All food shall be obtained from sources that comply with law. All meat and poultry shall come from USDA or other acceptable government regulated approved sources. (§3-201.11)
  - Home canned foods are not allowed nor shall there be any home cooked or prepared foods offered at temporary food events. (§3-201.11)
  - Ice for use as a food or a cooling medium shall be made from potable water. (§3- 202.16)
  - All Potentially Hazardous Food (Time/Temperature Control for Safety Food) (PHF/TCS) which is pre-cooked and pre-cooled off site for service at the temporary food establishment shall be prepared at an approved, permanent food establishment. (§3-201.11)
  
- **TRANSPORTATION:** Food shall be transported in a manner that protects the food from contamination and if a PHF/TCS food item shall be maintained at 135°F or above or 41°F or below. (§3-202.15, 3-501.16)

## FOOD PREPARATION

- **FOOD CONTAMINATION:** All cooking and serving areas shall be protected from contamination. Consumers shall be prevented from accessing areas of the temporary where food, food-contact surfaces, and equipment are located. (§2-103.11(B), 3- 307.11)
  
- **CROSS CONTAMINATION:** Food shall be protected from cross contamination by separating raw animal foods from ready-to-eat foods and separating types of raw animal foods from each other during storage, preparation, holding, and display. (§3- 302.11, 3-307.11)
  - Equipment and utensils (including knives, cutting boards, and food storage containers) shall be thoroughly cleaned and sanitized after being used for raw animal foods and before being used for ready-to-eat food. (§3-304.11, 4-602.11)
  
- **HANDLING OF UNPACKAGED NONPHF/TCS FOOD**  
During preparation, unpackaged food shall be protected from contamination. (§3- 305.14, 3-307.11)
  
- **HOLDING OF COMMERCIALY PROCESSED PACKAGED PHF/TCS FOOD:**  
PHF/TCS food shall be maintained at 135°F or higher or 41°F or below. (§3-501.16)
  
- **HOLDING OF PHF/TCS FOOD:** Potentially Hazardous Food

(Time/Temperature Control for Safety Food) shall be maintained at 135°F or higher or 41°F or below. (§3-501.16)

- **COOKING:** Food shall be cooked to the minimum temperatures and times specified below\*\*: (§3-401.11, 3-603.11)

- **165°F for 15 seconds** - poultry; wild game animals; stuffing containing fish, meat, poultry or ratites; stuffed fish, meat, pasta, poultry or ratites.
- **155°F for 15 seconds** - mechanically tenderized and injected meats; the following if they are comminuted: fish, meat (hamburgers), game animals commercially raised for food; pooled raw eggs; ratites.
- **145°F for 15 seconds** - raw eggs that are broken and prepared in response to a consumer's order and for immediate service; fish and meat.

\*\*temporary operators should consult with the local regulatory authority if considering cooking roasts (whole beef, pork, cured pork (ham) and corned beef) or if serving or selling undercooked foods to ensure compliance with the provisions of the Model Food Code.

- **THAWING:** PHF/TCS food shall be thawed either under refrigeration that maintains the food temperature at 41°F or less, or as part of a cooking process. (§3-501.13)
- **REHEATING FOR HOT HOLDING OF COMMERCIALY PROCESSED FOOD**
  - Food from a commercially processed, hermetically sealed container of food or from an intact package from a food processing plant shall be reheated to 135°F for hot holding. (§3-403.11)
- **COOLING:** Cooling may be approved for a temporary depending on refrigeration capacity and the operator's ability to cool food to required temperatures. If approved by the regulatory agency, PHF/TCS must be cooled by in accordance with the following time and temperature criteria: (§3-501.14 3-501.15)
  - Cooked PHF/TCS food shall be cooled within 2 hours from 135°F to 70°F and within a total of 6 hours from 135°F to 41°F or less.
  - PHF/TCS food prepared from ingredients at ambient temperature shall be cooled within 4 hours to 41°F or less.
- **REHEATING FOR HOT HOLDING:** PHF/TCS food that is cooked and cooled at a permanent food establishment prior to delivery to the temporary food establishment shall be reheated so that all parts of the food reach a temperature of at least **165°F for 15 seconds if hot held.** (§3-403.11)
  - Reheating shall be done rapidly so that the food is between 41°F and 165°F for no more than 2 hours.

- Cooked and refrigerated food that is prepared in response to an individual consumer order may be served at any temperature.

## EQUIPMENT

Equipment used for cooking or for holding of PHF/TCS food shall be evaluated for approval based on a menu review, food service operations that will occur, and the length of the event. (§4-301.11)

### ❑ COOKING DEVICES:

- For safety reasons, cooking equipment, such as BBQs, propane stoves, and grills, should be roped off or otherwise segregated from the public (§3-307.11).
- Charcoal and wood cooking devices are not recommended.
- Propane stoves or grills may be approved as cooking devices.
- All cooking of foods should be done towards the rear of the food booth.

### ❑ COLD STORAGE:

- Packaged food may not be stored in direct contact with ice or water if the food is subject to the entry of water because of the nature of its packaging, wrapping, or container or its positioning in the ice or water. (§3-303.12)
- Each refrigeration unit should have a numerically scaled thermometer accurate to  $\pm 3^{\circ}\text{F}$  if scaled only in Fahrenheit or accurate to  $\pm 1.5^{\circ}\text{C}$  if dually scaled in Celsius and Fahrenheit to measure the air temperature of the unit. (§4-203.12, 4-204.112)

For short operations and operations that do not need to transport food long distances, coolers with ice may be approved. For longer operations, transport times, or more complex menus, mechanical refrigeration may be required.

- ❑ **HOT STORAGE:** Hot food storage units shall be used to keep PHF/TCS food at  $135^{\circ}\text{F}$  or above. Electrical equipment, propane stoves, grills, etc. shall be capable of holding foods at  $135^{\circ}\text{F}$  or above. (§3-501.16, 4-301.11)

- ❑ **THERMOMETERS:** A thermocouple or metal stem thermometer shall be provided to check the internal temperatures of PHF/TCS hot and cold food items. Food temperature measuring devices that are scaled only in Celsius or dually scaled in Celsius and Fahrenheit shall be accurate to  $\pm 1^{\circ}\text{C}$  or if scaled only in Fahrenheit shall be accurate to  $\pm 2^{\circ}\text{F}$  in the intended use of range. Temperature measuring devices shall be equipped with a small diameter probe if thin foods are served. (§4-302.12, 4-502.11)

- ❑ **COUNTERS/SHELVES:** All food contact surfaces shall be non-toxic, smooth, easily cleanable, durable, nonabsorbent, and free of seams and difficult to clean areas. All other surfaces shall be finished so that they are easily cleanable. (§4-101.11)

## FOOD AND UTENSIL STORAGE

- **DRY STORAGE:** All food, equipment, utensils, and single service items shall be stored at least 6" off the ground or floor on pallets, tables, or shelving. Food shall be protected from contamination and shall have effective overhead protection. (§3- 305.11, 3-305.12)
- **FOOD DISPLAY:** All food and food contact surfaces shall be protected from consumer handling, coughing, sneezing or other contamination. (§3-306.11, 3- 306.12, 3-306.13)
  - Sneeze guards or other effective barriers should be in place for food on display.
  - Food should be covered, except for working containers of food.
  - Condiments should be dispensed in single service type packaging, in pump-style dispensers, or in protected squeeze bottles, shakers, or similar dispensers which prevent contamination of the food items by food employees, patrons, insects, or other sources.
- **IN-USE UTENSILS:** Food dispensing utensils shall be stored in the food with their handles above the top of the food and container; on a clean portion of the food preparation table or cooking equipment; or in a container of water if the water is maintained at a temperature of at least 135°F and the utensil and container is cleaned as necessary to preclude accumulation of soil residues. (§3-304.12)

## CLEANING AND SANITIZING

Equipment food-contact surfaces and utensils shall be cleaned and sanitized when changing from working with raw foods to working with ready-to-eat foods; between uses

with raw fruits and vegetables and with PHF/TCS food; before using or storing a food temperature measuring device; and if used with PHF/TCS food shall be cleaned throughout the day at least every 4 hours; and at any time during the operation when contamination may have occurred. (§4-602.11)

- **WAREWASHING:** A commercial dishwasher or manual warewashing method should be utilized to wash, rinse, and sanitize equipment and utensils coming into contact with food. (*applicable sections in Chapter 4 Model Food Code*)

Food contact items must be cleaned and sanitized as required, including every four hours of operation. A temporary operator must propose how they will warewash onsite, or propose a suitable servicing area and additional dishes and utensils. The minimum requirements for a utensil washing set-up to wash/rinse/sanitize should consist of 3 basins, large enough for complete

immersion of utensils, a potable hot water supply, and an adequate disposal system for the wastewater.

- **SANITIZING:** Chlorine bleach or other approved sanitizers should be provided for sanitizing food contact surfaces, equipment, and wiping cloths. Sanitizers shall be used in accordance with the EPA-registered label use instructions. An approved test kit shall be available to accurately measure the concentration of sanitizing solutions. (§4-501.116, 4-703.11)
- **WIPING CLOTHS:** Wiping cloths that are in use for wiping food spills shall be used for no other purpose and shall be stored clean and dry or in a clean sanitizing solution at the approved sanitizer concentration. (§3-304.14)

## **WATER SUPPLY AND WASTEWATER DISPOSAL**

- **WATER:** An adequate supply of potable water shall be available on site for cooking and drinking purposes; for cleaning and sanitizing equipment, utensils, and food contact surfaces; and for handwashing. (*applicable sections in Chapter 5 Model Food Code*)
  - Water shall come from an approved public water supply or an approved well water supply. The water supply system and hoses carrying water shall be constructed with approved food contact materials. *Recommend labeling potable water hose.*
  - The water supply shall be protected with backflow devices to preclude the backflow of contaminants into the potable water supply. (§5-202.13, 5-202.14, 5-203.14, 5-203.15)
  - All hose and other connections to the potable water supply shall be maintained a minimum of 6" above the ground or top plane surface.
  - A supply of commercially bottled drinking water or sanitary potable water storage tanks may be allowed if approved by the regulatory authority.
- **WASTEWATER DISPOSAL:** Wastewater shall be disposed in an approved waste water disposal system. Wastewater may not be dumped onto the ground surface, into waterways, or into storm drains; but shall be collected and disposed through an approved sewage disposal system. (§5-402.13)

## **PREMISES**

- **FLOORS:** If graded to drain, a floor may be concrete, machine-laid asphalt, or dirt or gravel if it is covered with mats, removable platforms, duckboards, or other approved materials that are effectively treated to control dust and mud. (§6-101.11)

- **WALLS AND CEILINGS:** The temporary should be covered with a canopy or other type of overhead protection, unless the food items offered are commercially prepackaged food items and dispensed in their original containers.

  - Walls and ceilings, when required, are to be of tight and sound construction to protect against the elements, windblown dust and debris, insects, or other sources that may contaminate food, food contact surfaces, equipment, utensils, or employees. (§6-101.11)
  - Window and door openings shall be protected from insects and rodents by 16 mesh to 1 inch screen, properly designed air curtain, or other effective means. (§6-202.15)
  
- **LIGHTING:** Adequate lighting by natural or artificial means shall be provided. Light bulbs shall be shielded, coated, or otherwise shatter-resistant in areas where there is exposed food; clean equipment and utensils; or unwrapped single-service and single-use articles. (§6-202.11)
  
- **REFUSE:** An adequate number of non-absorbent, easily cleanable refuse containers shall be provided both inside and outside of each temporary site. Refuse containers shall be removed at a frequency that will minimize the development of objectionable odors and other conditions that attract or harbor insects and rodents. Dumpsters shall be covered, rodent-proof, and non-absorbent. Grease shall be disposed of properly and shall not be dumped onto the ground surface. (§5-501.13, 5-502.11, 5-502.12)
  
- **TOILET FACILITIES:** An adequate number of approved toilet and handwashing facilities shall be provided for food employees at each event. The toilet facilities should be conveniently located to the food preparation areas and be supplied with toilet tissue. (§5-203.12, 5-204.11, 6-302.11)
  
- **CLOTHING STORAGE:** Personal clothing and belongings should be stored at a designated place in the temporary away from food preparation, food service and warewashing areas. (§6-305.11, 6-403.11)
  
- **TOXIC MATERIALS:** Poisonous or toxic materials shall be properly labeled and stored so they cannot contaminate food, equipment, utensils, and single-service and single-use articles. Only those chemicals necessary for the food service operation shall be provided. (§7-202.11, 7-202.12)
  
- **PESTS:** The TFE shall be maintained free of insects, rodents, and other pests. (§6-202.1)