



Common Ground Country Fair September 24, 25, & 26, 2021

Guidelines and Policies for Food Area Vendors

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The Common Ground Country Fair has the right to close any exhibit or booth, or require the removal of any item from an exhibit or booth, that fails to comply with the guidelines set forth. Please familiarize yourself with these. Thank you.

THE MAINE ORGANIC FARMERS AND GARDENERS ASSOCIATION

Mission: The Maine Organic Farmers and Gardeners Association is a broad-based community that educates about and advocates for organic agriculture, illuminating its interdependence with a healthy environment, local food production, and thriving communities.

Vision: MOFGA envisions a future of healthy ecosystems, communities, people and economies sustained by the practices of organic agriculture.

Values: MOFGA believes in our responsibility as an innovator, leader, collaborator and visionary to support:

- Organic farming and gardening
- Organic food for all
- The integrity of organic standards
- Practical forms of education
- An economically viable market for producers, processors, consumers and communities
- Human health, environmental health, local food production and thriving communities
- Economic, environmental and social justice for all Maine
- The sustainable use of resources
- Volunteerism
- MOFGA members, staff and land in carrying out our mission
- Ethical decisions grounded in science based information
- Education as the foundation for effective advocacy
- Transparent, inclusive decision making
- Partnering with all farmers on issues of common ground
- A geographically, socially and demographically diverse MOFGA community, growing in membership
- Work that builds a healthy planet
- Our leadership at the local, state and national level in organic agriculture, environmental protection, volunteerism and the consumer's right to know
- The value of Maine's pioneers, past, present and future who create a healthy world and just food system for all Maine

GOAL AND OBJECTIVES OF THE COMMON GROUND COUNTRY FAIR

Goal: The Common Ground Country Fair (CGCF) serves to encourage the revival of agriculturally-based rural communities.

Objectives: The volunteers and staff of the CGCF work toward this goal by:

1. Prominently promoting MOFGA, its goals and objectives, and its role as sponsor of the Fair.
2. Designing and coordinating an educational, smoothly operating, attractive, and enjoyable fair that serves as a major fundraiser for MOFGA.
3. Promoting local, environmentally sound, and sustainable food production.
4. Promoting organically grown Maine produce and good nutrition.
5. Promoting a forum for alternative lifestyles.
6. Coordinating agricultural activities and demonstrations with like-minded groups.
7. Serving as a common ground for a wide variety of organizations and ethnic groups to explore shared values and possible areas for cooperation.
8. Contributing to maintaining and improving the quality of rural life, particularly by creating an awareness of the human and physical resources in Maine.
9. Actively encouraging fairgoer participation in CGCF activities.
10. Having fun during all CGCF activities, while encouraging learning about, enthusiasm for, and enjoyment of our environment.

MOFGA Food Policy As of October 23, 2016

The food offered at all MOFGA events embraces MOFGA's mission "The Maine Organic Farmers and Gardeners Association is a broad-based community that educates about and advocates for organic agriculture, illuminating its interdependence with a healthy environment, local food production, and thriving communities." *

The food offered emphasizes seasonally available ingredients. Whenever possible, the ingredients are produced organically in Maine. Ingredients not subject to organic guidelines are produced or harvested sustainably. Ingredients produced or grown outside of Maine reflect MOFGA's commitment to support "sustainable, organic farming regardless of geographic boundaries. MOFGA is committed to building relationships, when appropriate, with farmers and movements who share our mission."**

* Statement of Purpose, MOFGA Bylaws. January 2018

** Policy adopted by the MOFGA Board at the June 2007 meeting.

Decision Tree: When considering the use of any ingredient in your menu item or food product, ask these questions to determine if that ingredient may be used.

1. Is the ingredient/item organic and produced in Maine? If so, use it.
2. If not, is there a reasonable substitute that is organic and produced in Maine? If so, use it.
3. If not, is the ingredient grown or harvested sustainably in Maine? If so, use it.
4. If not, do farmers who share our mission produce the ingredient/item organically outside of Maine? If so, use it.
5. If not, do farmers who share our mission produce the ingredient/item sustainably outside of Maine? If so, use it.
6. If not, don't use it.

We define a sustainable food and agriculture system as one wherein: ***

- fertility of our soil is maintained and improved through the use of natural organic materials, such as compost, and through the addition of organic minerals
- toxic substances, such as sewage and industrial by-waste, are not used in any aspect of food production
- seeds and plants or animals derived through the use of genetic engineering are not used in any aspect of food production, including livestock feed
- availability and quality of water are protected and enhanced
- practices are safe and healthful for workers, communities, and consumers
- practices protect the diversity of both plants and animals and the welfare of farmed and wild species
- livestock have access to the outdoors are able to express natural animal behaviors and movement. They are not given growth hormones, antibiotics, or other synthetics for disease prevention or growth except upon veterinarian diagnosis for worming (this also pertains to fish)
- practices do not include the use of synthetic fertilizers or pesticides
- practices conserve the flow of energy and the discharge of waste
- practices enable us to produce healthful food without compromising future generations' ability to do the same

***Definition adopted by the MOFGA Board at the October 2016 meeting.

Common Ground Country Fair FOOD AREA GUIDELINES

The Food Area is intended for vendors selling prepared ready-to-eat foods, meals and beverages.

Fair Food

- All foods and food ingredients sold at the Common Ground Country Fair must comply with MOFGA's Food Policy.
- Foods offered should emphasize seasonally available ingredients. Whenever possible, all foods and food ingredients sold at the Common Ground Country Fair must be produced organically in Maine. Ingredients not subject to organic guidelines are to be produced or harvested sustainably. And ingredients produced or grown outside of Maine must reflect MOFGA's commitment to support sustainable, organic farming. *(For more information, see MOFGA's Food Policy.)*
- Bottled water sales are not permitted.
- If you have any questions about ingredients or the food requirements, contact the Food Area Liaison at commongroundfoodarea@mofga.org or 207-568-4142.

Booth Fees and Sales Commissions

The fee structure in the Food Area is a hybrid that includes both a booth frontage fee and a 5% sales commission. Additional fees are paid for electrical service and support vehicle parking.

1. Booth Frontage Fee:
Commercial vendors and 501(c)(3) non-profit organizations pay per frontage foot. Standard booth depth is 15 feet. Space permitting, additional booth depth may be available. 50% of the Booth Frontage Fee is due with the contract. The balance is due by June 1.
2. 5% Sales Commission:
Vendors pay 5% of their gross receipts to CGCF, by check only.
 - Commission payments may be made at the end of each day, made once for all three days after the Fair on Sunday, or posted by mail within one week of the Fair with advance approval of the Fair office.
 - Vendors must submit a daily gross sales report for each day of the Fair.
 - Vendors neglecting to pay commissions or submit sales reports risk non-acceptance at future Fairs.
3. Electricity and Support Vehicles
 - Electricity is available for food vendors at a cost prorated to need.
 - All vehicles parked behind food booths during the fair require a support vehicle permit.

Application Process

1. Vendors must submit one application for each booth. All Food Area vendors are contracted for outside space only (you must provide your own booth and cover) with a 10-foot frontage minimum.
2. To help ensure that all foods served at the Fair meet MOFGA's standards, applicants must submit a detailed list of menu items, ingredients and sources as part of their application. Additional supporting documentation is required for the following:
 - a. Affidavit(s) of Organic Practices is (are) required to verify the integrity of any non-certified organic ingredient that is subject to organic guidelines (e.g. Wild Harvest, Processing).
 - b. Written confirmation from the source of a primary ingredient, such as meat, to verify their intention to supply you with that ingredient.

3. MOFGA staff, under direction of the Fair Director, review applications and select vendors to sell food at the CGCF.
4. In the interest of presenting to fairgoers as wide a selection of foods and ingredients as possible, the Fair office may limit a specific type or variety of prepared food. The Fair office does not grant vendors exclusive rights to sell any particular item.
5. Only items and ingredients listed in an application and approved by CGCF may be served at the Fair. *(Vendors must receive and retain receipts for all ingredients in the food items served at the Fair. Menus and receipts will be checked by CGCF staff during the Fair.)*
6. The Fair office informs applicants by mail, or email if preferred, whether their application is accepted, conditionally accepted, waitlisted or rejected. The definitions of “accepted,” “conditionally accepted,” “waitlisted” and “rejected” are:
 - Accepted:* the application is accepted as submitted and the applicant is issued a contract for booth space.
 - Conditionally Accepted:* The applicant is issued a contract for booth space, but the Fair office needs additional information from the applicant and/or selected items and/or ingredients are not accepted. Acceptance is contingent upon receipt of information by a designated deadline.
 - Waitlisted:* the application meets the guidelines, however, we do not offer the applicant booth space due to space restrictions or redundancy with similar items offered in the area.
 - Rejected:* the Fair office rejects the application, and explains the rejection to the applicant.
7. If a menu item or ingredient is not accepted on the basis of the MOFGA Food Policy, and the vendor wishes to contest that decision, the vendor may submit a written appeal for consideration by the Food Policy Review Committee.
8. All Accepted and Conditionally Accepted applicants will be issued a contract. 50% of the Booth Fee and a signed contract are required by the stated deadline to reserve booth space.
9. Late and/or incomplete applications, contracts or fees will subject an application to be waitlisted and/or booth space to be forfeited.

Insurance

1. Vendors must have general liability and completed operations insurance coverage with \$2,000,000 general aggregate and \$1,000,000 for each occurrence for the duration of the Fair, including during the vendor's move-in and move-out; name MOFGA as Additionally Insured; and provide a Certificate of Insurance to MOFGA by June 1. MOFGA reserves the right to change this coverage requirement.
2. Coverage for vendors who only need a policy for the CGCF is available through: Keyes/Philbrick/Finley/Mullen Insurance, PO Box 100, Skowhegan, ME 04976. Phone: 207-474-9576.

Licenses and Health Inspection

1. All Food Vendors must carry the appropriate business license issued by the Department of Health and Human Services' Eating and Lodging Program for food vendors: either the “Eating Places Mobile License” for vendors working multiple events or the “Temporary Food Services License” for vendors working one event. Fees apply for each. Applications are available at www.maine.gov/healthinspection
2. A copy of your business license issued by the DHHS must be on file with the CGCF office by June 1.
3. Vendors must visibly display their DHHS issued license on each booth.
4. Vendors must meet appropriate Department standards regardless of for-profit or non-profit status. DHHS inspectors inspect the CGCF each year and may inspect booths for sanitary conditions during the Fair.

Admission Passes/Tickets

1. All vendors and personnel are required to have a gate ticket for admission to the Fair.
2. Food Vendors are provided one ticket per frontage foot. Vendors may purchase tickets in advance from the Fair office. A ticket is good for one admission per day.
3. Vendors will be charged for personnel entering the Fairgrounds without a ticket.

Concessions and Set-up

Common sense and a spirit of cooperation best guide vendors in running their concessions.

1. The Fair office assigns vendor locations. In determining layout, the office strives to honor to the prior location(s) of established vendors in good standing. Vendors do not trade, switch, or set up in different locations.
2. Minimum booth frontage is 10 feet. Standard non-corner booth depth is 15 feet. Corner booth depth is limited to the frontage dimensions.
3. The working space behind all booths is off limits to the general public and we request that your booths are configured accordingly. The location of all utilities (water and electricity) connections, panels and drains is considered working space and may not be incorporated in to the public area of your booth.
4. Ingredients lists and prices of food items are prominently displayed on easily read, weatherproof signs.
5. Vendors serve food on biodegradable compostable dinnerware (*e.g.* cups, plates, bowls, napkins, straws, stirrers, knives, forks, spoons, packaging). You must retain receipts for all dinnerware.
6. Vendors discharge gray-water into designated gray-water disposal systems only. Solids and oils must be filtered out by the vendor and disposed of properly.
7. Vendors comply with federal, state and local health regulations.
8. Vendors comply with Department of Health regulations regarding water and electricity hookups, and washing up areas.
9. Due to our limited electrical infrastructure, the CGCF encourages vendors to use gas, rather than electric, appliances when possible.
10. Vendors are prepared to place electrical equipment where Fair electricians direct them. Vendors use equipment appropriate for electricity loads, as designated on electricity request forms. The CGCF provides one hook-up per vendor. Vendors bring their own appropriate gauge cords, panels and outlet strips as needed. Vendors clearly label their own equipment with their concession names. Fair electricians will disconnect damaged or substandard cords. Fees will be assessed for additional electrician time due to incomplete forms and/or inadequate equipment or set-up.
11. During the Fair, vendors make available to the Fair office ingredient receipts and other documentation proving compliance with the MOFGA Food Policy and to verify that ingredients used at the Fair are those approved for use in the vendor's contract. Be sure to retain receipts for any food items you intend to hold-over for next year's Fair.

Post-Fair

1. Vendors may donate leftover food to the Fair volunteers' Common Kitchen. The CGCF will donate to local food pantries any perishable foods not eaten by volunteers.
2. Vendors clean up their booth sites completely within 2 days after the Fair, unless they request special permission from the Fair office. The Fair office may assess a clean-up fee and clean-up deposit to vendors neglecting to clean up their sites.
3. The Fair office hosts a Vendors Potluck Dinner and Meeting, generally in early November, to discuss changes, policy and issues affecting Food Vendors.

Useful Contact Information

For a list of sanitation requirements, vendors may contact:

The Department of Health and Human Services
Lisa Silva, Program Manager, lisa.silva@maine.gov (207) 287-5691
or by visiting <https://www.maine.gov/dhhs/mecdc/environmental-health/el/>

For licensing questions, contact:

The Maine Department of Agriculture, Conservation and Forestry Division of Quality Assurance
(www.maine.gov/dacf/qar/index.shtml)
Celeste Poulin, Director: celeste.poulin@maine.gov
Augusta Office: (207) 287-3841
Look for Food Regulations and see Ch. 345 Home Food Manufacturing - Maine.gov

For propane questions, contact:

Maine Fuel Board
35 State House Station
Augusta, ME 04333-0035
Phone: (207) 624-8627

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GENERAL GUIDELINES FOR THE COMMON GROUND COUNTRY FAIR

Each year, the Common Ground Country Fair (CGCF) takes place on the third weekend (Friday, Saturday and Sunday) after Labor Day. The following guidelines apply to all people attending the Fair in any capacity.

1. Pets are not permitted on the fairgrounds or in the Fair parking areas. Animals tied to trees or cars, or left within vehicles (whether locked or not), may be removed by the local animal control officer.
2. Smoking is prohibited in the following areas of the Fair: the Children's Area; the shuttle and wagon rides; all food preparation, service and eating areas; all buildings, including barns and all tents; within 20 feet of any entrance or window to any enclosed area, including all buildings, barns and tents.
3. Fair participants may not build fires without written permission from the CGCF office.
4. The CGCF supports Maine laws regarding public drinking of alcohol and use of controlled substances on the fairgrounds and in the Fair parking lots.
5. Audio and video devices audible to the general public are prohibited on the fairgrounds unless they are part of a CGCF-approved demonstration.
6. Do not feed livestock or other display animals unless tending to your own animals.
7. Skateboards, bicycles or other unauthorized wheeled vehicles are prohibited on the fairgrounds.
8. The CGCF office assumes no liability for damage to or loss of personal property.

Common Ground Country Fair recognizes the unique perspectives of the various cultures represented in Maine and at the Fair. In order to improve diversity, equity, and inclusion at our events, MOFGA staff and the Fair Steering Committee are working with community members on new guidelines to address these issues.

Until those have been approved, we ask all participants to act with respect in their interactions, presentations, and marketing.

GUIDELINES FOR ALL DEMONSTRATORS, EXHIBITORS AND VENDORS

Henceforth, the words "vendor" and "vendors" refer to "demonstrator(s)" and "exhibitor(s)" as well.

Application Process

1. A non-refundable application fee must accompany each application (with the exception of Youth Enterprise Zone applications) for booth space in commercial areas.
2. Interested vendors must apply each year.
3. Area Coordinators determine application deadlines for respective areas. The Crafts Area Coordinators do not accept applications postmarked after their established deadline. Other Area Coordinators process timely applications before late applications, allocating space first to timely applicants. Late applicants receive space if available.
4. A late fee may be applied to late applications.
5. Area Coordinators review vendor applications each year, and give preference to vendors in good standing who meet respective area guidelines. The "vendor in good standing" guideline does not apply to areas where juries review applications for quality.
6. Failure to meet application and/or contract fee deadlines will result in forfeiture of booth location and/or booth space.
7. Area Coordinators, in consultation with the Fair Steering Committee, may refuse to accept any vendor who does not meet the Guidelines of MOFGA, the CGCF, or the Area itself.
8. The CGCF office does not grant vendors exclusive rights to sell any particular item.

9. Vendors must reside in Maine, and represent Maine-based businesses or organizations. The CGCF accepts goods and services not made in Maine if they are important to the quality of rural living, and are not yet available from a Maine-based business or organization.
10. Area Coordinators give preference to applicants who make their products with sustainably harvested, natural resources from Maine. When a product made in Maine depends upon materials or components from elsewhere, its approval will depend upon the need it fills, the value added by the Maine worker who makes it, and the source of the materials or components. Examples of products not made in Maine but acceptable if they contribute to the quality of rural living are: books; farming and gardening tools; cotton fabric; soil supplements; hardware; animal feeds; home heating units for renewable energy sources; tractors, rototillers, and accessories. Examples of unacceptable products not made in Maine are: those making no essential contribution to the quality of rural living; those detracting from Maine's becoming more self-sufficient; or those which exploit producers or consumers.
11. Vendors must list on their application all items and services that they wish to sell. Items and services listed on the application must relate directly to the area to which the vendor applies. Vendors serving or selling any food item must submit an Ingredient Form with their application. The CGCF will not permit the sale of items not listed or approved on the applications. The CGCF requires vendors to remove such items from booths immediately. Vendors may not take orders for display items that are not approved for sale.
12. Vendors may sell their own business T-shirts, but may not sell T-shirts of other businesses or organizations. The CGCF restricts sales of other promotional products.
13. Vendors may not share booth space. Each business or organization must apply for booth space separately.
14. Vendors needing any amount of electricity must fill out electricity request forms and return them to the CGCF office by the contract deadline. Vendors needing electricity in excess of an amount designated by the CGCF Electrical Coordinator must pay for it. Payment is due by the respective area contract deadline.
15. Vendors wishing to be listed in the directory of Fair participants must fulfill contract or registration obligations by respective area deadlines.
16. Applicants must answer all questions on their area application forms. Area coordinators may ask applicants for clarification on questions answered unclearly. Area coordinators reserve the right to reject applicants who fail to provide requested clarification.
17. The CGCF does not accept applications from network or multi-level marketing businesses.

Participation in the Fair

1. Vendors agree to make no misrepresentations, implicit or explicit, about the nature of their businesses, the nature of their products and services offered, or their ethnic and/or cultural backgrounds.
2. All MOFGA-certified growers and processors are eligible to receive a \$10/day reduction in vendor booth fees for all areas of the CGCF.
3. All food or ingestibles served or sold at the CGCF, even free samples, must adhere to the MOFGA Food Policy.
4. All non-certified organic garlic sold at the CGCF should be labeled not certified organic garlic.
5. The CGCF prohibits raffles on the fairgrounds.
6. Food and meals served by the Common Kitchen are for use by current CGCF volunteers only.
7. Vendors who camp in their booths must contact the Fair office to get a permission form and must attach the form to the outside of their booths for the evening. Vendors may not camp elsewhere on the fairgrounds.
8. The State of Maine requires the CGCF to send a list of commercial vendors and their tax ID numbers

to the state tax office. Vendors are responsible for reporting earnings and workers' pay to the IRS and the State of Maine.

9. Vendors assume all risk for their property. Neither the CGCF nor MOFGA will be responsible for any loss or damage from any cause.
10. MOFGA, doing business as the CGCF, disclaims any authority of control over the operation of vendors. Vendors assume all rights and responsibilities for the conduct of their operations including, but not limited to: obtaining liability and general coverage insurance for vendor-related activities; and adhering to all local and state ordinances and regulations. MOFGA does not have separate vendor coverage under any insurance it may maintain.
11. Vendors must have general liability and completed operations insurance coverage with \$2,000,000 general aggregate and \$1,000,000 for each occurrence for the duration of the Fair, including during the vendor's move-in and move-out; name MOFGA as Additionally Insured; and provide a Certificate of Insurance to MOFGA by June 1. MOFGA reserves the right to change this coverage requirement.
12. In the event of a dispute, the decision of the CGCF officials will be accepted as final.

Passes

All vendors and personnel are required to have a gate pass for admission to the Fair. The CGCF provides a limited number of gate passes for vendors. Vendors may purchase additional tickets in advance from the Fair office. Vendors and staff without passes will not be granted admission to the Fair.

Booth Operation

1. Vendors must set up booths and be ready for business by 8:45 a.m. each day of the Fair.
2. Vendors must staff their booths for the duration of the Fair—from 9:00 a.m. to 6:00 p.m. on Friday and Saturday, and from 9:00 a.m. to 5:00 p.m. on Sunday.
3. Vendors should bring an adequate amount of food or merchandise to last through the entire Fair.
4. The CGCF assigns booth spaces to vendors. Vendors may not change booth location or designated boundaries of any booth space. Vendors must place all supports within the boundaries of their assigned booth spaces.
5. Vendors must restrict their activities to their booth spaces. The CGCF prohibits hawking of wares.
6. Vendor contracts are for space only. The CGCF does not supply tables, chairs, etc... Vendors should prepare for dirt/grass floors in tents and outside vendor locations.
7. Vendors must make their booths as attractive as possible. Vendors may not use plastics (clear, colored and poly-tarps) in the construction of booths. The only exception to this is rip-stop nylon. Preferred materials include canvas, denim, and cotton. Vendors may cover booths with plastic tarps at night, but must remove them by 8:00 a.m. daily.
8. Be prepared for inclement weather.

Move-in/Move-out

1. Vendors may set up booths all day Thursday before the Fair weekend, or before 8:00 a.m. on Friday of the Fair. Vendors needing to set up before Thursday should make arrangements with their Area Coordinators.
2. The CGCF restricts vehicle movement on the fairgrounds. The CGCF prohibits vehicles from entering the fairgrounds after 8:00 a.m. on Friday, Saturday and Sunday. All vehicles already on the fairgrounds must exit by 8:30 a.m. Vehicles may return to the fairgrounds at 9:00 p.m. Friday and Saturday, on Sunday all Vendors must wait till the Fair Safety Coordinator gives permission to move onto the grounds when all Fairgoers have left.
3. Vendors must obtain permission from the MOFGA's Facilities Coordinator before digging any

holes. Vendors must fill in holes before leaving the fairgrounds.

Utilities

Water and/or electricity are not available in all areas or booth locations on the fairgrounds.

Electricity

1. The CGCF provides electricity, where available, for a fee to vendors.
2. Vendors needing electricity must indicate such on their application and, if accepted, submit an electricity request form and payment with their contract.
3. Vendors must bring suitable panels, cords and outlet strips to meet their electrical needs.
4. The CGCF encourages electricity conservation. Using light-emitting diode (LED) lights will cut consumption dramatically.

Water

Vendors needing water must contact their area coordinator to determine whether the CGCF can meet their needs.

Cooking/Heating Equipment and Propane

1. Any participant using cooking equipment must have an appropriate fire extinguisher. Any vendor who serves food must have a 20 BC-minimum fire extinguisher. The CGCF encourages all vendors to obtain 40 BC-minimum extinguishers.
2. Cooking is only allowed in designated areas with 1lb propane or butane cylinders. No solid fuel may be used without permission. Food vendors wishing to use propane or butane tanks greater than 1lb must receive Fair Office approval, must pass the state onsite inspection before operating cooking equipment, and operate in an approved area.
3. Per State of Maine regulations, propane tanks must be secured firmly on a hard, non-combustible surface, i.e. cement blocks, tin, etc... Vendors must supply their own surface on which to secure tanks—the ground alone does not suffice. The Fire Marshall will check for compliance.

Compost and Recycling

CGCF strives to produce Zero Waste. To that end, all waste at the Fair is sorted for compostable and recyclable materials by our Compost and Recycling volunteers. To assist in these efforts:

1. Vendors must separate all the trash they generate into compostable/non-compostable waste and take the waste to the CGCF recycling area daily, not public Resource Recovery Stations.
2. Vendors shall break down and clean cardboard boxes of tape, staples, etc., tie them in bundles, and take them to the CGCF recycling area, or take them home.
3. Vendors must take their entire booths -- including carpets, display racks, storage containers, zip ties and decorations -- home with them. All booths must be taken down by Monday night unless special arrangements have been made with the vendor's Area Coordinator.
4. Vendors that leave trash in their area risk non-acceptance at future Fairs.

Cancellation Policy

1. The CGCF makes no refunds for cancellations made after August 1.
2. The CGCF makes no refunds in the event of inclement weather.