



**Nebraska State Fair
Space Rental Rules & Regulations
January 2012**

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Nebraska State Fair Space Rental Rules & Regulations January 2012

Friday, August 24th through
Monday, September 3rd, 2012.

The Nebraska State Fair is a public forum of limited duration and exists in part to provide a means for a great number of exhibitors to temporarily present their products or views, be they commercial, religious or political, to a large number of people in an orderly, safe, secure and efficient fashion.

To avoid congestion and to prevent any impediment in the flow of fair patrons and to facilitate the maintenance of orderly movement throughout the fairgrounds, anyone desiring to exhibit must apply for booth space as set forth in the Nebraska State Fair Space Rental Rules and Regulations, and comply with the terms and conditions of the space rental agreement.

Exhibit shall mean activities, including, but not limited to, petitioning, proselytizing and/or the sale, posting or distribution of any merchandise, products, promotional items and printed or written materials.

Sale or distribution of any merchandise, including printed or written material except under license issued by the Nebraska State Fair and/or from a duly-licensed location is strictly prohibited.

Because of the great interest in the safety and orderly movement of large crowds and vehicular traffic flow, any activity engaging or impeding the fair-going public or interrupting the orderly flow of the fair-going public outside of an approved, licensed and contracted booth space is strictly prohibited.

Nebraska State Fair Park's Space Rental Rules & Regulations are an attachment to, and an integral part of, Nebraska State Fair Space Rental Agreement. These Space Rental Rules & Regulations should be read and reviewed prior to signing the Space Rental Renewal or Agreement.

Abbreviations & Definitions

- 1.1 Agreement: A valid Nebraska State Fair Park Space Rental Contract between the Lessor and Lessee.
- 1.2 Date of Issuance: The date of the Space Rental Agreement which appears at the top of the Agreement.
- 1.3 Grounds: Any and all land and buildings located at Nebraska State Fair Park, or controlled by Lessor.
- 1.4 Lessee: The person(s) or company which hold a valid and signed Space Rental Agreement.
- 1.5 Lessor: The Nebraska State Fair Board and representative of its management staff.
- 1.6 Nebraska State Fairgrounds: The property located at 700 E Stolley Park Road, Grand Island, Nebraska.
- 1.7 Premises or Booth: The space(s) leased by the Lessee on the grounds and described in the Agreement.
- 1.8 Term: The dates for which the Space Rental Agreement is valid, as stated in the Agreement.
- 1.9 Core Area: Main streets and traffic-ways designated for **foot traffic only from 8:30am until 10:00pm** each day of the Fair. Bollards, flag rope, and barricades are commonly used to block streets to vehicular traffic during these hours.

Applications

- 2.1 Space Rental Applications for the Nebraska State Fair will be accepted by Facility Director after March 1st of each calendar year. Applications are not carried over from one year to the next. **All applications must contain a color photo of the proposed operation and the \$100.00 application fee** (photo returned if requested, application fee returned if space assignment is not available to offer).
- 2.2 Lessor will only consider proposals for exceptional, trailer mounted food operations. **All applications must contain a color photo of the proposed operation and the \$100.00 application fee** (photo returned if requested, application fee returned if space assignment is not available to offer).
- 2.3 Lessor will review Space Rental Applications for commercial and informational booths and shall be sole judge in determining what is in the best interest of the Nebraska State Fair and the public. Some of the factors considered shall be the health and safety of the public, extent to which proposed products or services duplicate existing products or services, date the application is received, and quality and professionalism of proposed product or service.
- 2.4 Multiple space discounts are available on Commercial Market Place (MP) locations when two or more adjoining booths are rented. Corner locations are always charged at full price. See Exhibit Space Pricing Guide for detailed pricing information.
- 2.5 Accepted applications are offered a Space Rental Agreement for the State Fair term as space is available. Applicants will be notified. The required \$100 application fee will be refunded if no space is available for the corresponding application or if Lessor rejects an application.
- 2.6 **Performance Deposit fee of \$200.00** is required with all signed contracts and is not considered a deposit toward the total Space Rental fee. Vendors who exhibited in both 2010 and 2011 and who are in good standing with the Nebraska State Fair may be exempt from the performance deposits. **Refunds of Performance deposits will be made within fourteen days following the close of the fair**, providing the exhibitor is in good standing with the Fair and has not vacated or closed up their location before 7 p.m. on the last day of the fair.

Booths & Buildings

- 3.1 **MOVE-IN for all buildings is Tuesday (8/21), Wednesday (8/22), and Thursday (8/23).**
Move-in hours are Tuesday noon – 5:00pm, Wed. 8:00am-5:00pm, and Thurs. 8:00am–10:00pm.
All vendors must be set-up and ready for business when the doors open at 9:00 a.m. on Friday, August 24, 2012.

3.2 **OPERATING HOURS:** All Indoor and Outdoor Exhibits must be open to the public from 9:00am until 9:00pm each day of the term, except on Monday, September 3, when operating hours are 9:00am to 7:00pm.

3.3 **Food and Beverage (Concessions) located in Food Pod 3, 4, and 5 must be open and operating from at least 9:00am – 10:00pm. All Concessions located in Food Pod 1, 2, Kidz Zone, East Entertainment, etc. must be open and operating from at least 9:00am – 9:00pm. All Concessions are released and able to close at 7:00pm on Monday, September 3.**

3.4 **MOVE-OUT is Monday (9/3) and Tuesday (9/4).** Move-out hours are Monday 8:00pm–midnight and Tuesday 8:00am–3:00pm. No vehicles will be allowed in the core area before 8:00pm on Monday, September 3. Vendors may choose to start tearing down display at 7:00pm on the last day, however, due to safety concerns, **NO VEHICLES will be allowed into the grounds before 8:00pm.** Outdoor vendors may move out of their spaces after 8:00pm on Monday, September 3, 2012.

3.4 All buildings, booths or enclosures put up or constructed by Lessee under terms of this Agreement shall be approved by Lessor before commencement of the term; construction materials shall be of Type I fire resistive material. Proof of such must be available on site.

3.5 Indoor booth dimensions are generally 10' x 10'. Booths have 8' high back-walls and 4' side-walls, both are composed of drapery material provided by Lessor. Corner booths, which front on two aisles will not have a sidewall drapery on aisles. **No Lessee exhibit shall extend higher than 8' above floor including signage.** Signs or advertising suspended from ceiling will not be permitted in the commercial exhibit areas. So as not to obstruct adjoining Lessee, **no Lessee exhibit shall extend higher than 4' above floor in the front 5' of booth, unless permission is granted from Lessor 30 days prior to commencement of term.** When a backwall is also the sidewall for another booth, the backwall height takes priority. **NO TENTS MAY BE SET UP INDOORS.**

3.6 All tables must be skirted to the floor, all boxes and storage containers must be decorative or kept out of sight.

3.7 All inspectors, law enforcement officials, and fair management have the right, during reasonable hours, to enter a concession or exhibit booth in the discharge of their duties for the purpose of making investigation, inspection, or re-inspection.

3.8 Lessee's materials or buildings upon the grounds without an Agreement or under an expired Agreement, or which are not moved within 72 hours following the close of the term or upon order of the Lessor shall become property of the Lessor. Lessor may take charge of and remove same, charging the expense to the Lessee or the owner which shall be paid before the property is released to the owner.

3.9 Outdoor locations may secure tents and display exhibits into the asphalt ground provided they have called the Diggers Hotline of Nebraska at 1-800-331-5666 or Diggers Hotline orders can be placed online at www.ne-diggers.com. **This service call must be made at least two business days BEFORE you plan to being any digging or staking into the ground.**

3.10 Any and all holes put into a hard surface pavement must be filled with a permanent asphalt or epoxy filler at the end of the Term.

3.11 As per local authority, the following applies to all tents:

- A. A label shall be permanently affixed identifying size and fabric or material type.
- B. All tent fabric shall be flame resistant
- C. A certification shall be retained on the premises and will attest to the following:
 - Date the fabric was last treated with flame-resistant solution
 - Trade name or chemical used in the treatment
 - Name of person or firm treatignt he material
 - Name of the testing agency and test standard by which the fabric was tested
- D. Combustible materials: hay, straw, shavings, or similar material will not be located within any tent, canopy.
- E. Fire extinguishers will be furnished and maintained
- F. Exits serving 50 or more occupants will have the exits clearly identified.
 - Exception would be if walls are kept completely open.
- G. "No Smoking" signs shall be conspicuously posted.

Cancellation of Agreement

4.1 Lessor reserves the right to cancel Agreement upon receipt of notice from any member in the International Association of Fairs and Expositions, Inc. (IAFE), that the Lessee has been suspended or expelled from a member's grounds or for violation of contract or rules.

4.2 Agreement may be canceled by Lessee if written notification is in the hand of the Lessor's Director of Facility Rental no later than 30 days prior to beginning of the term. Refunds of payment made for canceled Agreements, less a \$50 office fee, will be made only if the above provisions are met. No refunds for cancellations less than 30 days prior to beginning of the term. Performance Deposit is non-refundable if the Agreement is cancelled by the Lessee or Lessor.

Conditions & Terms

5.1 Lessor reserves the right to remove from the grounds any exhibit, animal, concession or show that may be falsely entered or represented and may be deemed unsuitable or objectionable, or remove any sign, banner or advertising matter of any kind which may be deemed unsuitable by Lessor without assigning any reason thereto.

5.2 Lessor will carefully guard against extortion, fraud, and deceit in any form practiced on the public by the Lessee. In the event such extortion, fraud or deceit is discovered, Lessee agrees to leave premises and the grounds and forfeit all rights and payments of money made or to be made under the Agreement.

5.3 Lessee/Concessionaire shall keep full and true accounts of all receipts and disbursements, in a book or books kept for that purpose; and Lessee/Concessionaire agrees said books of accounts shall be, at all times, open to inspection or copying by the officers and agents of Lessor, without prior notice.

5.4 The Lessor authorizes only the letting of such privileges as are required to supply the necessary wants of the public, or that may add to the comfort, convenience, and pleasure of the public. Under no circumstances will privileges of a questionable nature or of a demoralizing tendency be let or in any manner tolerated upon grounds or on premises. No privilege will be sold or permitted where business is conducted in other than a legitimate and trade-like manner.

Lessor reserves the right to reject unworthy objects of any kind by refusing space or admission to grounds. The sale of or possession of the following items is prohibited at the Nebraska State Fair: 1. any knife with a blade exceeding four (4) inches (kitchen cutlery will be allowed and is the only exception to this rule) 2. blowguns, conventional or cross bows, slingshots, or any device designed to launch or propel any type of projectile including paint balls; 3. all fire arms, including gas, mechanical or air operated; 4. all devices designed to be physically thrown for self defense, target use, hunting use, including, but not limited to, throwing stars, darts, spears, boom-a-rang, etc; 5. stink bombs; 6. laser light pointers.

5.5 Lessee shall not exhibit, sell or give away merchandise or literature which bears a counterfeit service mark, trademark, copyright, or any other indication of a proprietary name or design which is identical or, in the sole discretion of Lessor, so similar to the authentic mark as to be misleading to consumers. This prohibition shall apply even if such merchandise or literature is advertised as not being authentic. Violation of this provision shall be grounds for eviction of Lessee from the premises, and forfeiture of all rights and payments made or to be made under this agreement.

5.6 Lessee will conduct Lessee's business in a quiet and orderly manner, keeping the premises neat and clean. Lessee shall keep the grounds in the front, rear and both sides of premises free from trash, rubbish and litter. Lessee shall deposit all trash, rubbish and litter in large refuse dumpsters provided. **Lessee shall not use the litter receptacles placed for public use.** Cardboard should be flattened and placed in the cardboard recycling container provided.

5.7 Lessee shall comply with all requirements and standards of Fire Inspector of the Nebraska State Fire Marshal. Helium tanks will not be permitted inside buildings. Outdoors, tanks must be secured against a rigid support and away from public access. Propane tanks, regardless of size, are not permitted inside buildings.

5.8 Move-in days explained at 3.1. No merchandise shall be sold prior to the first day of the term without specific written permission from the Lessor.

5.9 Lessee agrees the privileges hereby granted will be conducted according to the rules and regulations of the Nebraska State Fair Board and the laws of the State of Nebraska and without infringement upon the rights of others, and Lessee will not handle or sell any commodity or transact any other business whatsoever upon and within the premises and grounds, except that which is herein expressly stipulated and contracted for and will confine transactions to premises and privileges provided herein. No walking / mobile vending privilege is granted or sold without written permission from the Lessor.

5.10 Neither the Agreement nor the privileges granted herein, nor use of leased space or booth, can be assigned or otherwise disposed of without the written consent of the Lessor. The premises must be occupied by the Lessee (or their designated representative) during all open hours. Unstaffed, display only booths are not allowed except with written permission from the Lessor. No alternation or variation of the terms of the Agreement shall be valid, unless made in writing and signed by both parties; and no oral agreement or understanding not incorporated herein (unless made in writing and signed by the parties hereto) shall be binding upon any of the parties hereto.

5.11 Lessor reserves the right to move the Lessee to a different premise than provided for on the Space Rental Renewal, or Space Rental Agreement, should it prove necessary. Lessor shall be the sole judge in determining what is necessary in the best interest of the Nebraska State Fair and the public.

5.12 At expiration of the Agreement, the Lessee will surrender possession of said premises to the Lessor without further notice to quit and in as good repair as the same are now. Lessee shall pay the Lessor full repair or replacement cost plus labor, for any and all damage caused by the Lessee to the grounds, buildings, landscaping and improvements. TAPE and STICKERS are not allowed on any painted surface. \$5 per piece will be charged to any exhibitor using tape of any kind to affix signage to State Fair Park facilities, and for each sticker found on any painted surface.

5.13 The Lessee hereby gives to the Lessor a lien upon all the property being kept, used or situated upon the premises or upon the grounds as payment for the total lease cost as stated on the Agreement and for any damages sustained for breach thereof without the process of law; and appropriate said property to satisfy all its claims against the Lessee.

5.14 If Lessee feels a decision of the Lessor's Director of Facility Rental is unjust, Lessee may protest the decision to the State Fair Executive Director. Such protests must be in writing and state plainly the cause of the complaint or appeal and must be filed with State Fair Executive Director within 12 hours after the cause of the protest.

5.15 The Lessor will use diligence to insure the safety of stock and articles after their arrival and placement, but in no event will the Lessor be responsible for any loss or damage that may occur. Lessor will assume no liability for injury to property or person or death of any person or persons on or about the premises. The Lessor will not be responsible for any damage to exhibits, merchandise, or concessions caused by thefts, wind, hail, fire or water or any cause whatsoever. The Lessee covenants and agrees to defend at its own expense, indemnify and save harmless the Lessor from any and all liability penalties, damages, costs, expense, causes of action and claims of every kind and nature arising from illness, death, bodily injury or property damage to any person whatsoever, occasioned by or growing out of or in any way connected with the occupation or the use of the leased premises or the activities associated therewith.

5.16 All Lessees shall comply to the best of their ability with the recommendations for accessibility to persons with disabilities.

5.17 The Nebraska State Fair Board reserves the right to consider the total number and requested location of merchandise offered for sale, including food and/or beverages, as relates to space contracts.

5.18 Lessee agrees to fill entire booth space rented while keeping premises neat and clean. If space is not deemed adequately filled by Lessor, Lessor has the right to fill in extra space with additional displays.

5.19 Lessee's assigned space is for the sole, exclusive and personal use. As such, space may not be sub-leased or making allotment for any person or business to use contracted space unless granted written permission by the Nebraska State Fair.

Deliveries

6.1 No C.O.D. or other packages will be accepted by State Fair staff. To be sure your packages get to you, all packages must be marked with the following address:

(YOUR Business Name)

c/o Nebraska State Fair

YOUR LOCATION (ie. Exhibition Building/4-H Building/Market Place/East Entertainment Area/Food Pod # and Space # _____)

700 East Stolley Park Road

Grand Island, NE 68801

To send out packages, you will need to make arrangements with an off-grounds shipping provider.

6.2 During the term, no deliveries shall be made through public entrances to premises located inside exhibit buildings. Service entrances should be used for all deliveries to Lessee premises. Delivery hours are from 11:00pm to 8:30am. All service trucks, cars and vans must be off public streets by 8:30am each day.

6.3 Shipping merchandise following end of term shall be from the west overhead of the Exhibition Building. All exhibitors must take all items to be shipped to that location for pick-up. Collection must be arranged before 3pm on of Tuesday 9/4.

Drawings and Raffles

7.1 Lessees who intend to hold a sign-up drawing on the premises during the term of the Agreement, must have an **approved APPLICATION FOR GIVEAWAYS AND DRAWING ITEMS request form**. (See also Rule 5.10)

7.2 Sign up period for Lessee's drawings will be limited to the Fair term and all prizes must be awarded before end of the term. No further prize(s) may be offered by the Lessee, other than what is advertised at the sign up location(s). It is also understood that no further drawing or purchase is necessary during or after the term for the public to obtain the prize(s) offered. A list of winners shall be provided to the Space Rental office no later than Tuesday, September 4, 2012.

7.3 Raffles are not permitted except by written request to the Nebraska State Fair Executive Director, not less than 30 days prior to opening day. Written approval is required for all raffles. The Executive Director may approve a raffle under the following circumstances:

- (a) The raffle is conducted by a non-profit organization for its non-profit purposes;
- (b) The Executive Director believes the raffle and the proposed manner in which it will be conducted is not inconsistent with the nature and purpose of the State Fair and will not detract from the atmosphere that patrons would reasonable expect at a state fair;
- (c) The Executive Director, in his/her sole discretion, believes the conduct of the raffle will in some way provide a substantial benefit to the Nebraska State Fair by increasing attendance, or by providing some direct or indirect financial benefit to the State Fair. The following are by way of example the ways in which a raffle may benefit the State Fair.
 - a. Tickets will be sold exclusively at the State Fair;
 - b. Tickets for the raffle purchased at the State Fair will be reduced in price.;
 - c. The prize will be awarded during the State Fair (a requirement that the winner be present would increase the benefit to the Fair);
 - d. The organization conducting the raffle will purchase a booth or provide other financial benefit to the State Fair; or
 - e. The organization conducting the raffle will provide other benefits or services to the State Fair, such as:
 - i. Volunteer services by members of the organization;
 - ii. Inclusion of advertisements for the State Fair as part of advertisements for the raffle.
 - iii. Provision of an entertainment or other event by the organization that will contribute to the excitement and variety of activities of the State Fair.
- (d) If the Executive Director approves a raffle, he or she may impose one or more of the following restrictions or conditions:
 - a. Limitations on the areas within State Fair Park in which tickets may be sold;
 - b. Limitations on the price to be charged for tickets or the value of the prize to be awarded;
 - c. Any other restriction or condition to assure the raffle does not interfere with other activities of the State Fair, including the time, place, and manner in which the raffle is advertised or conducted.

This policy is limited authorization to permit the Executive Director to approve the conduct of a raffle during the Nebraska State Fair. Nothing in this policy requires the Executive Director to authorize a raffle or, if one is authorized, to authorize additional raffles. It is the stated policy of the Nebraska State Fair Board that a limited number of raffles, under proper conditions operated by non-profit organizations, could contribute to the overall excitement and enjoyment of the State Fair but that too many raffles would detract from the nature of the Fair for its patrons. Any applicant denied permission to conduct a raffle may appeal the Executive Director's decision to the Nebraska State Fair Board. If the Executive Director is in doubt about authorizing a particular raffle, he or she may refer the matter to the State Fair Board for its decision. Any decision by the Executive Director or the Nebraska State Fair Board is final.

Electrical Service

8.1 No electrical service will be furnished by Lessor unless specifically granted in the Agreement. Lessor shall not be responsible to Lessee for loss of time or revenue due to electrical power or any utility interruptions or failures.

8.2 Indoor exhibit spaces may be furnished, at the option of the Lessor, 110volt, single phase, 2 pole, 3 wire, 10amps, for an Electrical Service Charge of \$50.00. Additional amperages may be available at a rate of \$10.00 per 10 amp increase.

8.3 Outdoor exhibit spaces may be furnished, at the option of the Lessor, either of the following: 110volt, single phase, 2 pole, 3 wire, 10amps, for an Electrical Service Charge of \$50.00; or a 220volt, single phase, 3 pole, 4 wire, 100amps, for an Electrical Service Charge of \$185. An additional \$20.00 Electrical Service Charge will be made for each 10 amp increase above 100amp service, where available.

8.4 Direct electrical connection or hookup of any equipment to Lessor's electrical system shall be by Lessor's electricians for an additional Electrical Service Charge of \$40.00 each. If electrical service is requested but not used, no refund will be issued.

8.5 Electrical Service Charge is based on Lessor's or Lessee's breaker size, not Lessee's usage, total connected load, or total running load. To reduce the Electrical Service Charge, Lessee is encouraged to install reduced starting capacitors on motors, utilize propane where permitted, and keep equipment and load well balanced and adjusted.

8.6 Lessee shall comply with all requirements and standards of the inspector of Hall County or the Nebraska State Fire Marshal's office.

8.7 Lessee's electrical equipment shall be properly grounded. **Only heavy duty three-wire extension cords in good condition may be used on premises. Flat, two strand cords are not acceptable by suggestion of the Nebraska State Fire Marshall's Office.**

Equipment

9.1 Basic booth drapery (see paragraph #3.5) is provided by Lessor. All other decorating equipment, including tables, flooring, and chairs is the responsibility of Lessee.

9.2 Discounted equipment rental is available from the Lessor's decorating contractor with a pre-paid advance equipment order. The contracted Decorating Company is Midwest Tent & Events (MWT&E). MWT&E will operate a satellite office at the Fairgrounds Wednesday (8/22) through Saturday (8/25). MWT&E order form (including pricing information) is included with your contract and also available online at www.statefair.org.

Food Operations

All concessions and exhibitors wishing to offer beverage items for sale or sample (all samples limited to 2 ounce size), except fresh fruit drinks and sun tea, will be required to use Pepsi Co products, products must be purchased from the Pepsi Co Bottling of Grand Island, through the local service representatives at State Fair Park, contact **Kevin Lopez at 1-800-658-4253** for service information. Any other brand of carbonated soft drink, bottled water, isotonic, fruit juice or pre-bottled teas, will not be allowed. Purchasing Pepsi Co products off grounds is not allowed.

All Concessions and exhibitors will be required to use ice from Arctic Glacier Ice co. Contact Arctic **Glacier at 800-279-9977 or 800-333-7340** for product, service, and equipment information.

10.1 Lessees with non-permanent food stands will be charged a Space Rental Charge, per location, of \$600 (six hundred dollars) or 18% (eighteen percent) of total gross sales, less sales tax, whichever is greater. The entire guarantee for each location must be paid before July 1, 2012.

10.2 Hours of operation for all outdoor concession / food stands shall be from at least 9am until 9pm each day of term. **Outdoor concession / food stands located in Food Pods #3, 4, and 5 are required to be open and operating from 9am – 10pm each day of the term.**
CLOSING DAY: Monday, September 3rd hours are 9:00am-7:00pm. **Closing hours on the final day shall not be earlier than 7:00 pm.**

10.3 Lessee shall display the prices to be charged for meals, lunches, drinks or other menu items in a location clearly visible to fair patrons. Items shall be offered at a reasonable price. Signage shall be limited, to insure a neat, attractive appearance. Sandwich board menus or other types of signage may **not** be placed in the street in front of the concession stand. Nor shall it be placed anywhere else outside the leased space.

10.4 All dining halls, lunch booths, refreshment, and other stands operated by Lessee shall be substantial in structure and neat in appearance. Tents and awnings for food operations will not be permitted. Sturdy painted wood or metal structures may be permitted with permission of the Facility Director; or food service shall be conducted from trailers designed specifically for that purpose. **No gratuities or tips may be solicited of fair patrons** (no tip jars).

10.5 Equipment and supplies for all outdoor vendors shall be concealed behind a canvas or wood fence or some other structure, so supplies are not visible to the public. Lessee shall thoroughly clean premise at close of term.

10.6 Lessee shall comply with all requirements and standards of the Central District Health Department. Call (308)385-5175 x229 for approval, regulations, and permit questions.

10.7 Use grease containers for all cooking oil. Recycle bins for used cooking oil will be located inside Food Pods 1, 2, 3, 5, 6, and 8. The oils in these recycle containers are recycled into bio-fuels. A non-recycle oil disposal container is located on the east side of the Vendor Exchange / State Patrol Headquarters at Fonner Park. Be aware of the next closest container to you, in the event that the one closest to you is nearing full. Do not pour grease or drippings into drains or trash containers. Notify the Facility Director at (308) 382-1606 if a grease bin is full.

10.8 Gray water cannot be dumped in storm drains, flower planters or restrooms. Only lead gray water into sewer drains/holding tanks. If no holding tank is within a reasonable distance, advise State Fair that your holding tank (for gray water) will need to be pumped and how often you will require this service. Access to empty the holding tank must be available during overnight hours. Violators may be fined and charged for cleanup. Lessee shall also deposit all trash and paper waste as required by Conditions & Terms Rule 5.6.

10.9 One representative from each food location, indoors or outdoors, must attend a two hour **Prep-Safe class on Thursday, August 23, 2012** at the Nebraska State Fairgrounds. Attendance is mandatory and will be necessary to acquire a food service permit for the 2011 State Fair. Class time will be provided in your Agreement packets. Individual concessionaires who participated in the 2011 Prep-Safe Class will be excused. Participants who were certified in 2010 or prior years must be re-certified.

Proof of completion of a Level 3 or 4 Food-Safe, or Serv-Safe class in another state will be considered for exemption from this class, only if a copy of the earned Certificate is provided to the Central District Health Department prior to August 1st. Vendors with more than one location must show proof of completion for each location manager.

Any full service restaurant on the grounds must send the location manager or chief cook to this class, or provide proof of Level 3 Food Safe compliance in the City of Grand Island, NE.

10.10 Lessee shall provide each concession premises with one ABC type fire extinguisher, minimum five-pound size.

10.11 Vendors using grills and deep fryers must have proper hood systems with fire suppression equipment, when operating indoors.

10.12 All Halogen lights must be out of reach of all fair patrons. If lights are within reaching distance, they must have a protective cover attached.

10.13 Concession and commercial trailers and stands must have lower skirting whenever possible.

Insurance

11.1 Lessee agrees to carry commercial general liability insurance, including Premises/Operations and Products/ Completed Operations coverage in the amount of \$1,000,000 per occurrence for bodily injury and/or property damage and \$1,000,000 in the aggregate for bodily injury and/or property damage.

11.2 Said insurance will be with an insurance carrier acceptable to the Lessor and **must name the Nebraska State Fair Board, Fonner Park, and The Hall County Ag Society as additional insured.** Group policy coverage is available through Lessor's agent, UNICO Insurance Group. Information will be included with Agreement packet.

11.3 Said insurance must be in full force and effect at all times when Lessee is making any use or occupying in any manner the premises or carrying on any activities associated with or incidental to the use of the premises. **Evidence of such insurance must be provided by delivering to the Facility Rental office at Nebraska State Fair Park in Grand Island, Nebraska, a certificate showing that said insurance is in full force and effect.** Insurance certificate shall be returned, if possible, with the signed Agreement; but not later than August 1, 2012. Lessee will not be allowed to set up until valid certificate is on file in the State Fair Office.

Lodging

12.1 Lessee shall not be permitted to utilize any portion of Lessee's premises for the purposes of lodging.

12.2 Camping sites will be available at the State Fair Campgrounds located on Fonner Park Drive, just north of the Fonner Park horse track. Trailer hookups, tent camping spaces and showers are available for a nightly fee, on a first come, first served basis. Call (308) 385-3925 for current rates or information. (information coming soon)

12.3 Campground reservations are only taken during the State Fair when rental is paid in full (must be paid at time of reservation).

12.4 Exhibitor rates are available at some area hotels. Lodging lists are available at www.statefair.org.

Passes & Tickets

14.1 Admission to grounds during term is only allowed by admission ticket. Re-admission to grounds is available at all entrance gates via a hand stamp for the same calendar day.

14.2 Each Indoor 10'x10' booth and each outdoor 15'x20' booth that is charged at full price will receive one complimentary season admission pass or eleven single day admission passes. Additional admission tickets are available at a discount to Lessees prior to the term by mail; phone order; or on-line. Order forms will be available in your contract packet, at www.statefair.org and at the State Fair Ticket Office.

14.3 Resale or transfer of any admission tickets or passes, or special permits is strictly prohibited. Reduced price exhibitor tickets are for use by lessee and lessee's working personnel ONLY; not friends & family.

14.4 Vendor/Exhibitor parking is free in designated lots. A parking permit is required to enter and park in these lots. No overnight parking is allowed in these vendor/exhibitor parking areas. Parking permits must be requested on the Ticket Order Form.

14.5 Exhibitor badges are required of all indoor vendors/exhibitors. These badges must be worn by all staff who need to enter the Exhibition Building and the 4-H / FFA Building during hours when the facilities are not open to the Fair guests. Exhibitor badges are issued to Lessee at Check-In. Exhibitor badges may be requested to be mailed or picked up prior to the Event if needed.

Payment Schedule

15.1 **Renewal Deposit** of 50% of the total lease cost (including space, electrical fee, performance deposit (if applicable), and any other listed fees) is due with the signed Renewal Form before February 12, 2012.

15.2 **Contract Payment** is the remainder of the total lease cost and is due before July 01, 2012. Agreements not paid in full by July 1st are subject to cancellation without further notice or refund of previous payments and Performance Deposits. Lessee will not be allowed to set up until final payment is made.

15.3 Daily gross sales numbers (of concessions and percentage attractions) are to be itemized on the official State Fair Percentage Report Form. **Reporting Forms and payments are submitted at the Director of Facility Rental Office twice during the term of the Fair: Wednesday (8/29) & Labor Day (9/3).** All sales percentage over the pre-paid guarantee is due as applicable at each scheduled reporting time.

15.4 New applicants must include \$100 application fee with the Application Form. New applicants will pay entire Space Rental Fee when returning signed Space Rental Agreement, if one is issued. When the exhibitor is in good standing with the Fair at all leased locations, Performance Deposit will be returned within 14 days of the close of the Event. Performance Deposit is returned via check from the Nebraska State Fair, made payable to operator named on the signed contract. Checks will be mailed to complying Lessee's on or before Friday, September 14, 2012.

15.5 Cash, Money Order, VISA or MasterCard is accepted for payment to the Nebraska State Fair. Checks will be accepted for space rental lease agreement only before July 1, 2012. A returned check fee of \$50.00 will be administered for all checks that do not clear on the first try. **No checks will be accepted for payment after July 1, 2012.**

Pets

16.1 Animals of any kind, except those involved in exhibitions, demonstrations or those used as licensed service animals, are not allowed. Please make other arrangements for your pets.

Promotional Items

17.1 Lessee may advertise at and distribute from within the leased space only. Lessee shall post no signs except those approved by Lessor. Signs denoting ownership, proprietorship, or name given to the place of business shall be permitted

17.2 Lessee, including wholesalers, retailers, bottling companies or other distributors serving Lessee, shall not post signs, bills, cards, stickers or other advertising matter on any of the buildings, light posts, or other structures of any nature.

17.3 Helium filled balloons as give-away items and promotional stickers are not allowed. (stickers see Rule 5.12) Helium tanks are not allowed inside buildings by recommendation of the State Fire Marshall.

17.4 Any items given away by Lessee as a promotional piece must bear advertising of the Lessee giving the item away. The excessive distribution of promotional items, hand bills, cards, or any other advertising matter by the Lessee is strictly prohibited. No vehicle will be permitted to park in the parking areas on the grounds for the sole purpose of advertising.

Renewal of Agreement

18.1 Agreements between Lessor and Lessee are for the term of the Agreement only and do not carry over from year to year. Lessor reserves the right to refuse to renew any Agreement if any regulations of the Lessor have been violated, or it is in the best interest of the Lessor, its Lessees or the public.

18.2 Any exhibit not staffed and open/operating during posted operating hours (see Rule 3.2) will forfeit their opportunity to renew lease for the following year and Performance Deposit will not be returned to Lessee.

18.3 Renewal is by Space Rental Renewal Form which is mailed in January each year. It will list the current year's offer of a location and will reflect current price information. If satisfactory, sign and return in the time allotted with required deposit. Any changes in location must be indicated in writing on the Space Rental Renewal Form. Once the form has been received and approved by Lessor, the Lessee will be mailed a formal Space Rental Agreement for signature.

Solicitation Privilege

19.1 All indoor booths who are #1. Selling a product, merchandise or service, or #2. Taking deposits for future orders, or #3. Creating leads for follow-up communication with fair guests must pay a solicitation fee. This fee is equivalent to 30% of your booth rental fee. This fee is NOT a percentage of your sales. Concessionaires and outdoor vendors are an exception to this requirement.

Sound Amps & Appliances

20.1 Sound systems, radios, TV's, and appliances operated by Lessee shall be operated so they do not interfere with the public or neighboring exhibitors/concessionaires/other Lessees. Lessor's permission is required to use any sound system. Lessor has the authority to remove or disconnect any audio or video system that is interfering with other Lessees. In most situations, Lessee will be granted one warning of the interference, however this warning is not required prior to Lessor's option to remove or disconnect of interfering equipment.

Vehicles

21.1 Lessee's licensed vehicles of any nature will not be allowed on the streets of any of the central core areas of the grounds for purpose of making deliveries to premises from 8:30am to at least 9:00pm each day of the term.

21.2 Lessee shall not park on any exhibit site or any streets of the grounds designated for foot traffic only. **Designated parking areas for Lessees with vehicle passes are provided**, on a space available basis only. No guarantee of any parking space for vehicles is made with Agreement.

21.3 Supply trailer parking will be provided in designated areas, based on electrical service required and requested in advance. Cars, pick-ups & campers will not be allowed in this lot. Space in this designated trailer lot must be reserved in advance and a parking/electrical use fee paid. Charges will be \$30.00 for trailers without electrical service; \$80.00 for 110v, and \$215 for each 220v service. All service trucks must be parked in this lot prior to 5:00pm on Thursday, August 25th. Trucks may not be moved during event operating hours. Fees may be paid at the State Fair Ticket Office or by mail prior to move-in.

21.4 Golf carts and service carts require a permit for operation in State Fair Park (including parking areas and perimeter streets). This permit is available from the State Fair Ticket Office for a fee of \$150.00 for the term. **Proof of liability insurance, naming the Nebraska State Fair, Fonner Park, and The Hall County Ag Society as additional insured is required to purchase this permit.** Contact the Ticket Office for details of this policy. Carts or ATVs without a permit will not be allowed in the Fairgrounds at any time during the Term. Payments will be made at the Ticket Office only. Some carts or ATVs may be denied a permit based on size or any other reason deemed intolerable by Ticket Office. Motorized carts are not allowed within the core of the fairgrounds between 8:30am-10:00pm.

Water & Sewer Service

22.1 Water, sanitary sewer and natural gas service is supplied by Lessor at no charge to Lessee, where service is available and its use is granted. Each water hookup shall have vacuum breaker at the point of connection to Lessor's water system. Each sanitary sewer hookup shall be tightly fitted to the Lessor's sanitary sewer system. Lessee to provide and install all hookups, vacuum breakers, hookup equipment, and, hot water heater in food service locations.