



Nebraska State Fair Space Rental Rules & Regulations January 2021

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Nebraska State Fair Space Rental Rules & Regulations January 2021

Friday, August 27th through
Monday, September 6th, 2021.

Booth Policy

The Exhibitor's responsibility can be summed up very simply: "Be a good neighbor." All exhibitors, regardless of booth size should be given a substantially similar opportunity to present their product or view to the public. Exhibitors serve as an important part of the Fair in celebrating and showcasing Nebraska's excellence. Our primary audience consists of family and youth.

The Nebraska State Fair expects exhibitors to enhance the promotional value, variety and total public acceptance of the Fair.

The Nebraska State Fair reserves the right to restrict any exhibit and/or contents that contain graphic or obscene material or are otherwise objectionable to the family-oriented target audience of the Fair. The Nebraska State Fair Board has sole discretion to determine whether any content or material is graphic, obscene, or objectionable to the family-oriented target audience. The Nebraska State Fair Board has sole discretion to exclude Exhibitors/Exhibits based on quality or presentation inconsistent with the expectations set out in this policy.

Statement

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, and 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 / AKA Fonner Park: 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 9:30am until 10:00pm** each day of the Fair. Bollards, flag rope, signs, 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 mid-January of each calendar year. Applications are not carried over from one year to the next. (photo returned if requested).

2.2 Lessor will only consider proposals for exceptional, trailer mounted or substantial frame food operations. **All applications must contain a color photo of the proposed operation** (photo returned if requested).

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 Multi space discounts are available on Commercial Market Place (MP) locations when two or more adjoined booths (size 30x30 or smaller) 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.

2.6 **Performance Deposit fee of \$200.00** is required with all signed license agreements and is not considered a deposit toward the total Space Rental fee. Vendors who exhibited in both 2018 and 2019 and who are in good standing with the Nebraska State Fair may be exempt from the performance deposits in 2021. Refunds of Performance deposits will be made within fourteen days following the close of the fair, providing the exhibitor is in good standing with Rules & Regulations of the Fair. Lessees who do not operate their booth all required hours and those who do not adhere to the Rules and Regulations of the 2021 Nebraska State Fair may not receive any refund and may hamper future participation for the Lessee.

Booths & Buildings

3.1 **MOVE-IN for Exhibition & 4H buildings is Tuesday (8/24), Wednesday (8/25), and Thursday (8/26).**

Move-in hours are Tuesday noon – 5:00pm, Wed. 8:00am-5:00pm, and Thurs. 8:00am–8:00pm.

All vehicles and large exhibits or merchandise must be moved into the exhibit buildings by end of move-in day Wednesday.

All vendors must be set-up and ready for business when the doors open at 10:00 a.m. on Friday, August 27, 2021.

3.2 **OPERATING HOURS:** All Indoor and Outdoor Exhibits must be **open to the public from 10:00am until 9:00pm each day** of the term, except on Monday, September 6, when operating hours are 10:00am to 7:00pm.

3.3 All **Concessions** must be open and operating from at least **10:00am – 9:00pm**. Food and Beverage (Concessions) located in Food Pod 3, 4, and 5 are encouraged to stay open until the national concerts and other foot traffic has thinned out. Concessions selling breakfast items are strongly encouraged to open before 10:00am each day, especially on the weekends. All Concessions are released and able to close at 7:00pm on Monday, September 6.

3.4 **MOVE-OUT is Monday (9/6) and Tuesday (9/7).** Move-out hours are Monday 7:00pm–midnight and Tuesday 8:00am–3:00pm. No vehicles will be allowed in the core area before 8:00pm on Monday, September 6. 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 6, 2021.

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' tall back-walls and 3' tall 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, small structural forms and empty grid panels which do not create a visual barrier may be permitted, with Lessor approval** (see illustration A on page 10). When a back wall is also the sidewall for another booth, the back-wall 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 and a part of the display, 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 treating the 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 cancelled 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 \$25.00 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 Lessees cannot display or sell any merchandise/products/menu items that are not listed on the Agreement without prior approval of the Lessor. Merchandise/products/menu items not listed/authorized on your Agreement are subject to removal at the discretion of Lessor. Lessor reserves the right to sell exclusive privileges on any merchandise/product/menu item it deems necessary. All merchandise/product/menu items placed in an exhibit area will be placed at the risk of the Lessor. **No requests for additions/changes or merchandise/product/menu items to your Agreement will be accepted after July 29, 2021.**
- 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 an 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, as 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, respectful, 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. Cardboard should be flattened and placed in the cardboard recycling container provided.
- 5.7 Lessee shall comply with all requirements and standards of Local Authority. Helium tanks will not be permitted inside buildings. Outdoors, any and all compressed 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. \$5.00 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. Lessee hereby agrees to waive all legal rights to challenge or dispute decisions of the Lessee's Director of Facility Rental.

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, if the same is immediately correctible. Any complaint or legal claim based on the decision of the Lessor's Director of Facility Rental is reviewable by the State Fair Executive Director if received in writing within 30 days of the decision. This is the only claim allowed.

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. 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 BUILDING or AREA and Space #_____ (i.e. Expo Center #G105)
YOUR PHONE # ((123)456-7890)
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. Site direct delivery hours are from 11:00pm to 8:30am. All service trucks, cars and vans must be off public streets by 9:30am each day.

6.3 Shipping merchandise following end of term shall be completed BEFORE the Lessor leaves the Fairgrounds. All exhibitors are responsible to be sure their shipments have been picked up by the shipping company BEFORE they leave. The Fair will not be responsible for deserted shipments that are yet to be picked up.

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 request form for GIVEAWAYS AND DRAWING ITEMS**. (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 within 10 days of 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. Lessee will provide a list of winners to the Space Rental office no later than September 22, 2021.

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 Exhibit spaces may be furnished, where available and at the option of the Lessor, **110volt**, single phase, 2 pole, 3 wire, 10amps, for an Electrical Service Charge of \$90.00. Additional amperages may be available at a rate of an additional \$20.00 per 10 amp increase.

8.3 Exhibit spaces may be furnished, where available and at the option of the Lessor, **220volt**, single phase, 3 pole, 4 wire, 100amps, for an Electrical Service Charge of \$205.00. An additional \$20.00 Electrical Service Charge will be made for each 10 amp increase above 100amp service.

8.4 Direct electrical connection or hookup of any equipment to Lessor's electrical system shall be by Lessor's LICENSED ELECTRICIANS ONLY. 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.**

8.8 See enclosed GIFD FIRE and EMS flyers for visuals of what is and is not allowed for cords on walkways, extension cords, and adaptors.

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 is currently being determined. The Chosen Decorator will operate a satellite office at the Fairgrounds Wednesday (8/25) through Saturday (8/28). Decorator order form (including pricing information) will be 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 are 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 Pepsi 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 are encouraged to use the on-sight ice provider. Contact information for said provider for product, service, and equipment information will soon be available. Contact the Fair office for more information.

10.1 Lessees with non-permanent food stands will be charged a Space Rental Charge, per location, a pre-paid guarantee of \$600.00 (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, 2021.

10.2 Hours of operation for all outdoor concession / food stands shall be from at least 10:00am until 9:00pm each day of term. Vendors serving breakfast items must open as agreed upon with Licensee and all concessions are encouraged to stay open later when foot traffic sustains business. CLOSING DAY: (Monday, September 6) hours are 10:00am-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, vinyl, or wood fence, or some other disguising 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 near Food Pods. The oils in these recycle containers are recycled into bio-fuels. 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, on the ground, in ponds or water pools, nor in 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 26, 2021** at the Nebraska State Fairgrounds. Attendance is mandatory and will be necessary to acquire a food service permit for the 2021 State Fair. Class time will be provided in your Agreement packets. Individual concessionaires who participated in the 2019 Prep-Safe Class will be excused. Participants who were certified in 2019 or prior years must be re-certified.

Proof of completion of a Level 3 or 4 Food-Safe, or Serve-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.

10.14 Any changes requested to make of menu items must be submitted to Lessor, for approval before July 29. If changes are not submitted and approved by July 29, items listed on the Agreement are considered firm.

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 Exposition and Events Center, The Hall County Livestock Improvement Association, and the City of Grand Island as additional insured.** Group policy coverage is available through Lessor's agent. 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 Sales 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 July 1, 2021. **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.

12.3 Campground reservations are only taken when anticipated rental fee total 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 or by calling the Hotel Hotline at 888-985-5620.

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, or general public.

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 that needs 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 **Returning Vendor Application Fee** is 50% of the total lease cost (including space, electrical fee, performance deposit (if applicable), and any other listed fees) is due with the signed application form (by deadline indicated on Form) and/or at time of accepting a booth offer.

15.2 **Contract Payment** is the remainder of the total lease cost and is due before July 01, 2021. 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 (for Food & Beverage Concessions and percentage based partners) MUST SUBMIT NSF approved documentation to validate daily sales report numbers. **Reporting Forms and payments are submitted at the Vendor Exchange Office (VEO) every day during the term of the Fair.** There will be a drop box in VEO, or you can email in your daily sales (per location). Email address will be provided in your Welcome Packet upon arrival. Z-Tapes and Daily Gross Sales Report receipts must be approved at VEO before 10am on Friday, August 27. All sales percentage over the pre-paid guarantee is due at each scheduled reporting time.

15.4 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 10 business 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.

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, 2021. A returned check fee of \$25.00 will be administered for all checks that do not clear on the first try. **No checks will be accepted for payment after July 1, 2021.**

15.6 Nebraska Department of Revenue will not be on grounds to issue sales tax permits for required city and state sales tax. An introduction and information letter is included with your contract / Agreement and is also available at www.statefair.org. Contact the Department of Revenue at 402-471-5704 Jason Bailey Jason.bailey@nebraska.gov OR 402-471-5709 Peggy Neemann peggy.neemann@nebraska.gov.

15.7 The City of Grand Island will be on grounds to collect the Grand Island City Occupation Tax from all food and/or beverage sales. Ordinance 9189 is available for viewing at www.statefair.org. Contact the City of Grand Island with questions about the reporting and collecting of this tax via Yolanda at 308-385-5444, #182 or #160.

15.8 Both, Nebraska Department of Revenue and the City of Grand Island will have office space located in the Vendor Exchange Office on select days of the Nebraska State Fair. Dates and times for these collections will be assigned at check in.

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 main 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, as determined in Lessor's sole discretion.

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 Returning Vendor Application Form which is mailed in January/February each year. It will list the current year's offer of a location and will reflect current price information. If satisfactory, complete 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

19.1 All indoor booths that #1. Sell a product, merchandise or service, or #2. Take deposits for future orders, or #3. Create 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.

19.2 Merchandise and Service Vendors: BUYER'S RIGHT TO CANCEL: "Nebraska's Three-Day Right to Cancel law applies only to sales...that occur in a location other than the seller's regular place of business...The Three-Day Right to Cancel does not apply to the following sales: Sales under \$25.00, Sales that are the result of prior negotiations made by the consumer at the business' permanent location, Purchases of items needed to meet an emergency when the consumer made the initial contact with the business, Sales of securities and commodities, Transactions defines as consumer rental purchase agreements, or Sales involving home repair or home maintenance when the homeowner initiated the sales call." "...The business has ten (10) days after the sale has been canceled to refund the consumer's money." <https://protectthegoodlife.nebraska.gov/three-day-right-cancel>

Nebraska State Fair does not support or condone a "no refund" policy by Vendor Partners.

19.3 Food and beverage Concession Partners: See #15.3 for information about REQUIRED cash register daily sales report forms.

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 General 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 identified on the reservation request form. All service trucks must be parked in this lot prior to 5:00pm on Thursday, August 26th. 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. LIMITED Supply Parking is available on the south side of the Exhibition Building. This parking is available for those booths that need to replenish product or merchandise throughout the day and/or those who may have special needs. Complimentary load/unload permits are available for vendors to give to customers who need to bring a vehicle up to the building to load a purchased item. These 30 minute load/unload permits are valid for parking up to 30 minutes and no longer.

21.4 AUXILIARY VEHICLE PERMITS: Auxiliary vehicles such as golf carts, service carts, utility vehicles, and other four wheelers will require a permit for operation on the Nebraska State Fairgrounds, including parking areas, the campground and other perimeter streets. This permit is available from the Box Office, located in the Nebraska Building, for a fee of \$200 for the term. This permit is required during move-in and during the Fair, No auxiliary vehicles will be allowed in any Nebraska State Fair buildings at any time prior to or during the Fair.

In order to obtain an AUXILIARY VEHICLE permit: the owner and driver of the vehicle must have a valid driver's license and provide proof of insurance for the vehicle. The Insurance must name the Nebraska State Fair, Fonner Park Exposition and Events Center, Inc., the Hall County Livestock Improvement Association and the city of Grand Island as additional insured's. In addition, any person purchasing a permit, will be required to sign and abide by the Nebraska State Fair Auxiliary Rules and Regulations and attend a short safety video at either the Double Locked Security Office or the Nebraska State Fair Ticket Office, both are located on the fairgrounds. Auxiliary vehicles without a permit will not be allowed on the grounds at any time during the Fair. AV's will not be allowed in the Core Area after 9:30 a.m. any day. NO motorized vehicles resembling any high-powered motorized sports vehicle are allowed on the Nebraska State Fairgrounds. A map showing the route for auxiliary vehicles will be provided upon payment and signature for a permit. Some AV's may be denied a permit based on size (no auxiliary vehicles over 52" will be allowed).

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.

Illustration A is on the following page, page 10.

Illustration A

Supports Rules and Regulations #3.5

