



State Fair Space Rental Rules & Regulations 2023

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Nebraska State Fair Space Rental Rules & Regulations January 2023

Friday, August 25th through Monday, September 4th, 2023.

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 families 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 prevent any impediment in the flow of fair patrons and 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 a 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 that holds 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 is 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 are designated for **foot traffic only from 9:30 am until 10:00 pm** 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 Sales 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 the 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, the extent to which proposed products or services duplicate existing products or services, the date the application is received, and the quality and professionalism of the proposed product or service.

2.4 Accepted applications are offered a Space Rental Agreement for the State Fair term as space is available. Applicants will be notified.

2.5 **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 2021 and 2022 and who are in good standing with the Nebraska State Fair **may** be exempt from the performance deposits in 2023. Refunds of Performance deposits will be made within twenty-one days, providing the exhibitor is in good standing with the 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 2023 Nebraska State Fair may not receive any refund and may hamper future participation for the Lessee.

Booths & Buildings

3.1 **MOVE-IN for Pinnacle Bank Expo center is Monday (8/21) & Tuesday (8/22), Wednesday (8/23), and Thursday (8/24).**

Move-in hours are Monday & Tuesday 8:00 A.M. – 5:00 pm, Wed. 8:00 am-5:00 pm, and Thurs. 8:00 am–9:00 pm.

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 25, 2023.

3.2 **OPERATING HOURS:** All Indoor and Outdoor Exhibits must be **open to the public from 10:00 am until 9:00 pm each day** of the term, except on Monday, September 4th, when operating hours are 10:00 am to 7:00 pm.

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

3.4 **MOVE-OUT is Monday (9/4) and Tuesday (9/5).** Move-out hours are Monday 7:00pm-midnight and Tuesday 8:00 am–3:00 pm. No vehicles will be allowed in the core area before 8:00 pm on Monday, September 4th. Vendors may choose to start tearing down the display at 7:00 pm on the last day, however, due to safety concerns, **NO VEHICLES will be allowed into the grounds before 8:00 pm.** Outdoor vendors may move out of their spaces after 8:00 pm on Monday, September 4th, 2023.

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 sidewalls, both are composed of drapery material provided by Lessor (Pinnacle Bank Expo Building only). Corner booths, which are front on two aisles will not have a sidewall drapery on the aisles. **No Lessee exhibit shall extend higher than 8' above the floor including signage.** Signs or advertising suspended from the 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 the floor in the front 5' of the 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 the 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 on 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 the 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:
 - The date the fabric was last treated with a 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 or canopy.
- E. Fire extinguishers will be furnished and maintained
- F. Exits serving 50 or more occupants will have the exits clearly identified.
 - An 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 the 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 Sales no later than 30 days prior to the 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 the beginning of the term. Performance Deposit is non-refundable if the Agreement is canceled 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 maybe 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 written prior approval of the Lessor. Merchandise/products/menu items not listed/authorized on your Agreement are subject to removal at the discretion of the 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 28, 2023.**

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 crossbows, slingshots, or any device designed to launch or propel any type of projectile including paintballs; 3. All firearms, including gas, mechanical, or air operated; 4. all devices designed to be physically thrown for self-defense, target use, and 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 the premises free from trash, rubbish, and litter. Lessee shall deposit all trash, rubbish, and litter in large refuse dumpsters provided. The cardboard should be flattened and placed in the cardboard recycling container provided.

5.6 Lessee shall comply with all requirements and standards of the Local Authority. Helium tanks will not be permitted inside buildings. Outdoors, all compressed tanks must be secured against rigid support and away from public access. Propane tanks, regardless of size, are not permitted inside buildings.

5.7 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.

5.8 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.

5.9 Neither the Agreement nor the privileges granted herein, nor the 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.

5.10 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 for the best interest of the Nebraska State Fair and the public.

5.11 At the 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 is now. Lessee shall pay the Lessor full repair or replacement cost plus labor, for all damage caused by the Lessee to the grounds, buildings, landscaping, and improvements. TAPE that leaves residue and STICKERS are not allowed on any painted surface or floor. \$10.00 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. Tape for flooring is available for purchase from the building Superintendent or Sales office.

5.12 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 Sales.

5.13 If Lessee feels the decision of the Lessor's Director of Sales 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 Sales is reviewable by the State Fair Executive Director if received in writing within 30 days of the decision. This is the only claim allowed.

5.14 The Lessor will use diligence to ensure 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.

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

5.16 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.

5.17 Lessee agrees to fill the 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.

5.18 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.

5.19 Lessees and booth staff, whether paid or volunteer, are not allowed to consume any alcoholic beverages while operating from an assigned booth space. This applies to pre-event setup and post-event cleanup

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-ground 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 11:00 pm to 8:30 am. All service trucks, cars, and vans must be off public streets by 9:30 am each day.

6.3 Shipping merchandise following the end of a term shall be completed BEFORE the Lessor leaves the Fairgrounds. All exhibitors are responsible to ensure 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 the 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 30, 2023.

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 reasonably 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 another 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 entertainment or another 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 to 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, 20amps, for an ElectricalService 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 ElectricalService 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 illustration B for 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 in the Pinnacle Bank Expo Building. All other decorating equipment, including tables, flooring, and chairs is the responsibility of the Lessee.

9.2 Discounted equipment rental is available from the Lessor's decorating contractor with a pre-paid advance equipment order. The decorator order form (including pricing information) is 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 the 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, fewer sales tax, whichever is greater. The entire guarantee for each location must be paid before July 1, 2023.

10.2 Hours of operation for all outdoor concession/food stands shall be from at least 10:00 am until 9:00 pm 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 5) hours are 10:00 am - 7:00 pm. **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, refreshments, 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 Sales Director, or food service shall be conducted from trailers designed specifically for that purpose. **No gratuities or tips may be solicited from 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 structures,

sosupplies are not visible to the public. Lessee shall thoroughly clean premises at the close of the term.

10.6 Lessee shall comply with all requirements and standards of the Central District Health Department. For approval, regulations, and permit questions please call Brenda Ruiz at (308) 385-5157 ext. 1164 or bruiz@cdhd.ne.gov.

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 recycling containers are recycled into biofuels. 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 Sales Director at (402) 879-1546 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, or in restrooms. Only lead-gray water into the 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 the cleanup. Lessee shall also deposit all trash and paper waste as required by Conditions & Terms Rule 5.6. Use dumpsters, not blue waste bins

10.9 One representative from each food location, indoors or outdoors, must attend a two-hour **Prep-Safe class on Thursday, August 24, 2023**, at the Nebraska State Fairgrounds. Attendance is mandatory and will be necessary to acquire a food service permit for the 2023 State Fair. Class time will be provided in your agreement packets. Individual concessionaires who participated in the 2022 Prep-Safe Class will be excused. Participants who were certified in 2021 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 28. If changes are not submitted and approved by July 28, 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 the Agreement packet.

11.3 Said insurance must be always in full force and effect 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.** The insurance certificate shall be returned, if possible, with the signed Agreement; but not later than July 1, 2023. **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 the anticipated rental fee total is paid in full (must be paid at the 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 the term is only allowed by admission ticket. Re-admission to the 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; by phone order; or online. 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 the lessee and the lessee's working personnel ONLY, not friends, family, or the 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) and is due with the signed application form (by the deadline indicated on Form) and/or at time of accepting a booth offers.

15.2 **Contract Payment** is the remainder of the total lease cost and is due before July 1, 2023. Agreements not paid in full by July 1st are subject to cancellation without further notice or refund of previous payments and Performance Deposits. A \$50 late fee will be assessed if payment is not received by July 1, 2023. Lessee will not be allowed to set up until the final payment is made.

15.3 Cash Registers are required. 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 are submitted at the Vendor Exchange Office (VEO) every day during the term of the Fair. A \$50 late fee will be assessed** if the report is not turned in by 10:30 am each day. There will be a drop box in VEO, or you can email 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 10 am on Friday, August 25. All sales percentage over the pre-paid guarantee is due at each scheduled reporting time of Wednesday, August 30, and Tuesday, September 5, 2023.

15.4 New applicants will pay the entire Space Rental Fee when returning the signed Space Rental Agreement if one is issued. When the exhibitor is in goodstanding with the Fair at all leased locations, the Performance Deposit will be returned within 21 business okay to change it to 30 days? days of the close of the Event. Performance Deposit is returned via check from the Nebraska State Fair, made payable to the 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 the space rental lease agreements only before July 1, 2023. 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, 2023.**

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 are included with your contract / Agreement and are also available at www.statefair.org. Contact the Department of Revenue at 402-471-5704 Jason Bailey Jason.bailey@nebraska.gov OR 402-471-5723 Daisha Holland daisha.holland@nebraska.gov

15.7 The City of Grand Island will be on the 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 Alicia at 308-385-5444, #161.

15.8 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 giveaway 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 the Lessee as a promotional piece must bear advertising of the Lessee giving the item away. The excessive distribution of promotional items, handbills, 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 the 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 sent 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 the 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 sent 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 who 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, TVs, 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 the 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 9:30 am to at least 9:00 pm 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 the Agreement.

21.3 General supply trailer parking will be provided in designated areas, based on the 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 5:00 pm 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. LIMITED Supply Parking is available on the south side of the Exhibition Building. This parking is available for those booths that need to replenish products 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 for 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. (NO State Fair Auxiliary Vehicles will be available for rent)

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 insureds. 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. AVs 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 AVs 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 are supplied by Lessor at no charge to Lessee, where service is available, and its use is granted. Each water hookup shall have a 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 is 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

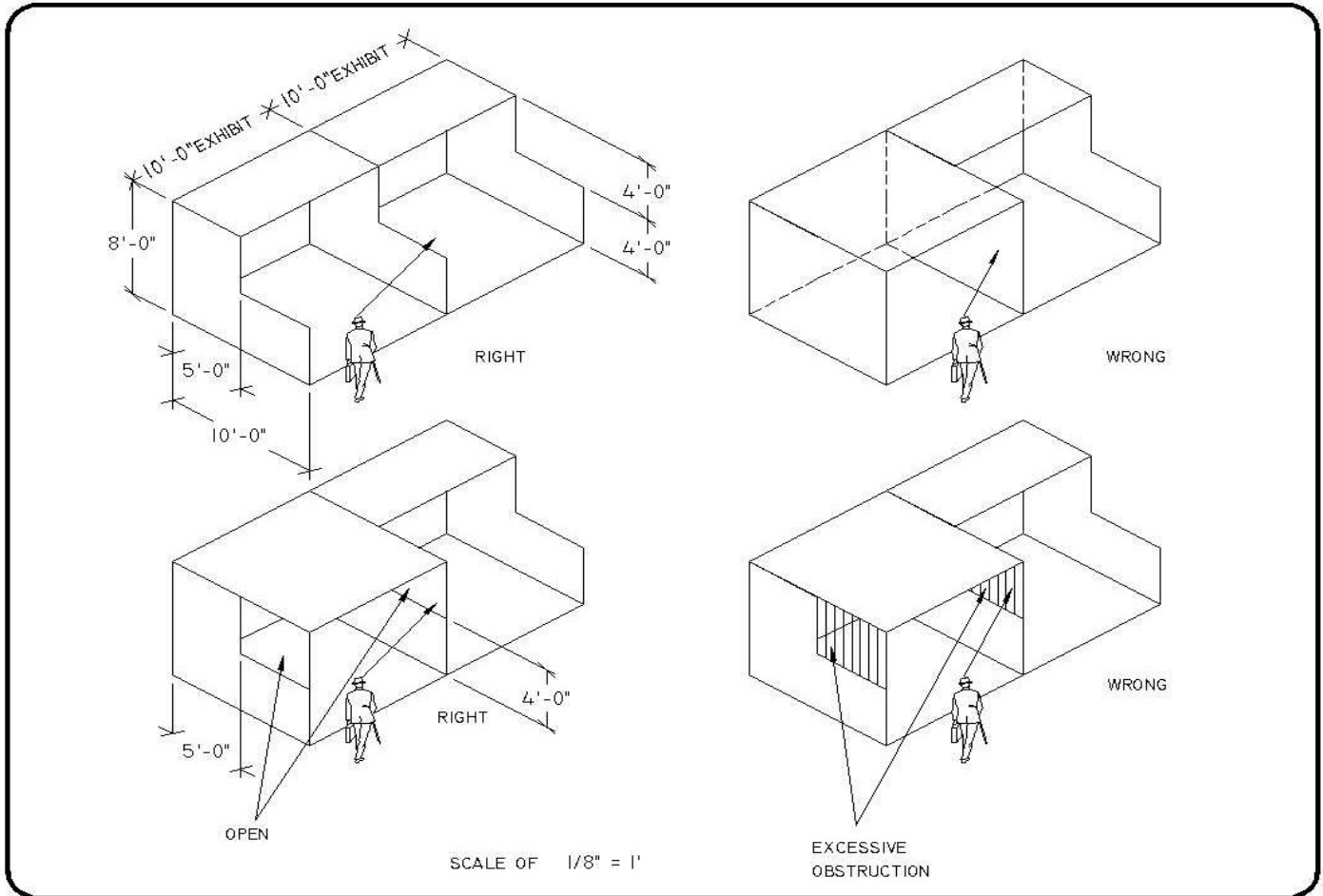


Illustration B

Supports Rules and Regulations #8.8



Illustration B

Supports Rules and Regulations #8.8

