



Brought to you by Lancaster County Agricultural Society, Inc., a 501(c)(3) 47-0786365

Thursday, Aug 3 – Sunday, Aug 6 or Monday, Aug 7 - Saturday, Aug 12, 2023

OUTDOOR COMMERCIAL VENDOR APPLICATION

Company Name:

Nebraska State Tax ID#:

Mailing Address:

City:

State:

Zip:

Phone:*

E-Mail:

Website:

Product/Service Categories** Please describe your product(s)/service(s) in detail, including brand name, and a short description of what your booth space will look like. If possible include photograph for new Vendors or new booth design.

***Authorized Contact:

Title:

E-Mail:

Contact Cell Phone: ()

*This phone number will be listed as the official contact number on our public web site vendor listing if contract is received prior to two weeks from the start of the show.

**Fair management reserves the right to limit the number of Vendors with similar products/services (especially for commercial Vendors) and approve type of merchandise/services appropriate for family-oriented fair.

***This person will receive ALL of our mailings and must be authorized to commit your company to an exhibit space or to pay for any requested services.

I have read and fully understand all parts of this show information packet and agree to abide by the rules and regulations governing the show.

Signed by _____

Date _____

| Booths | Business | Non-profit**, Govt. Org or Home-Based Business |
|---|----------|--|
| 10 x 10 | \$350 | \$200 |
| 10 x 20 | \$600 | \$350 |
| 10 x 30 | \$1,900 | N/A |
| 10 x 40 or 20 x 20 | \$1,100 | N/A |
| Refundable Deposit required in addition to booth rent to be returned less any damages or penalties | \$300 | \$150 |
| Note: Corner premium if requested is additional \$50 per booth **Must submit Non-Profit Certificate with application. Call Joni Jones at Lancaster Event Center Fairgrounds 402.441.1814 or jjones@LancasterEventCenter.org for more information. | | |

Booth Price Includes:

- Free Vendor parking passes in designated parking lot (must be limited to booth staff actively working).
- Listing on the Super Fair Indoor Vendor Show map at SuperFair.org with company website and phone number.

Special thank you to our Vendors: one N/C high speed (50MBps) wireless connection per booth (\$20 savings)

This application available online at:

SuperFair.org (Get Involved/Be A Vendor)

OR

Mail Contract and Deposit to:

Lancaster Event Center Fairgrounds
Attention: Joni Jones, Fair Coordinator
4100 N. 84th Street
Lincoln, NE 68507

Move-In Hours

Outdoor Vendor Schedule

Move-Out Hours

Tuesday Aug 1, 2023 4pm to 7pm
Wednesday, Aug 2, 2023 8am to 6pm*

*Booths must be set up by 6pm Wednesday Aug 2, 2023 or damage deposit is forfeited.

No fork-lifts allowed

Show Hours**

Thu, Aug 3 - Sun Aug 6 10 am- 8:30 pm
Mon, Aug 7 - Thu Aug 10 5 pm - 9 pm
Fri. Aug 11 - Sat, Aug 12 10 am - 8:30 pm

Sunday, August 6, 2023 7pm to 10pm

Note: very limited vehicle access on Sunday to MPA due to animal move-out blocking MPA west doors until 8pm and no vehicle access on N side due to carnival until after 11pm. Golf cart service available.

Sunday, August 13, 2023 8am to Noon

****Your booth must be staffed during all show hours or you will lose your damage deposit & at risk of not being allowed in future fairs.**

Booth Size and Cost Information

Booth Preference: Booth assigned on first come first served basis & at fair management discretion.

Is a trailer or other large display that needs to be driven into the MPA part of your booth space or display? Yes No
(Note: early move in/late move out will be required.)

Number of Parking Hang Tags for free fair gate entry for your staff to be handed out during set up time:

Please note extra requirements for non-prepackaged food vendors-permits, safety, etc. could apply.

2nd Week: Please check if you would like info on staying six more days with the Carnival through Sat, Aug 12th. Yes No

Price for Additional 6 days: Additional fee same 1st 4 days fee with free extension of any electric connection ordered)

Deposit Upon Reservation: \$300 payment due (\$150 for non-profit, gov't. or home-based business) with Vendor application to reserve your vendor booth and will be deposited & held as a reservation/Vendor participation deposit, as terms and conditions of contract being followed.

1. Enter Reservation/Damage/Participation Deposit Amount (\$300 or \$150) = \$ _____
Booth Size: _____ x _____ at \$ _____ = \$ _____
2. Add: Aug 7-12 option (same rental price again) = \$ _____
3. Electrical connection (Connection = one cord including power strip, no added charge if stay 10 days)
110v _____ x \$90 or 220v _____ x \$180 = \$ _____
4. TOTAL COST (add Lines 2-4) = \$ _____
= \$ _____

PAY BY CASH OR CHECK (See credit card option to follow)

TOTAL BALANCE DUE by June 29, 2023, =
\$ _____

AMOUNT PAID by cash/check with application = \$ _____

PAY BY CREDIT CARD OPTION (full payment upon application only)

5. TOTAL COST from Line 7 or 8 here = \$ _____
6. 4% credit card fee (Line 9 x 4%) = \$ _____
7. TOTAL COST PAID BY CREDIT CARD (Add lines 9+10) = \$ _____

Full Payment required with all credit card payments (we accept Visa, Mastercard, American Express and Discover)

Credit Card # _____ Exp. Date _____
CVC Code _____

Print Name _____

Authorized Signature _____

Billing Address _____ Zip Code _____

Date Security Deposit: _____
Total Amt Rec'd _____
Ck/Cash: _____
Date Pmt _____
Rec'd: _____
Ck/CC/Cash : _____
Pmt. towards Booth: _____
Balance Remaining: _____

Additional Payments

Date Pmt Rec'd: _____
Ck/CC/Cash: _____
Pmt towards Booth: _____
Balance Remaining: _____
Date Pmt Rec'd: _____
Total Amt Rec'd: _____
Ck/CC/Cash: _____
Balance Remaining: _____
Date: _____

Outdoor Vendor Terms & Conditions

Keep a copy of this for your records

Note: Fair refers to Lancaster County Super Fair.

VENDOR DEPOSIT & PREPAYMENTS

Upon reservation of booth space, Fair is requiring that a separate check or credit card information to be written/given for \$300/\$150 deposit which will be deposited upon receipt of your reservation request to 1. Reserve your booth space, 2. Act as damage deposit and 3. Vendor participation deposit. Periodically throughout the Fair and on move-out day, a Fair representative will be in the building checking to make sure all booths are staffed throughout all published open hours and through move-out time.

CUSTOM BOOTH CONSTRUCTION

Vendors must keep all products, displays, furniture, structures, etc. contained to their designated booth space. Any exhibit taller than 8 ft. must be approved by show management. Signs must be professionally done. Custom displays should be about 6" narrower than actual space specifications to insure proper fit. Any Vendor display that has an unfinished side facing another Vendor's display must have it either finished or draped. Written permission must be obtained in advance if there is to be any masonry or unique construction. Vendors will not apply paint, lacquer, adhesive or any other coating to the Lancaster Event Center (Fair), or its floors, walls, etc. Nothing will be attached to the floor. All exposed edges of carpeting or floor covering must be taped down. Landscapers must put a protective barrier between landscaping materials and carpeted areas. All sharp or dirty portions of exhibit on provided carpet must be on plywood or cardboard to avoid damaging carpet. Absolutely no chemicals/paint to be sprayed on carpet other than water. Professional standards pertaining to appearance, materials and signage eliminate the use of used or scrap lumber, "blue tarps"/tarpaulins and handwritten signs. Continued participation in the Fair is dependent upon conformation with these standards.

CHARACTER OF EXHIBITS

Vendor agrees that no vulgar, offensive, controversial, or obscene material of any type or nature will be displayed, exhibited, presented, or offered for sale. The Fair Manager shall be the sole judge of what is vulgar, offensive, controversial, or obscene and their judgment shall be final. All material, including political or campaign material must be distributed from WITHIN the boundaries of the assigned booth space. No material may be distributed from aisles and/or outside of the grounds. Failure of the Vendor to abide by the decision so made shall constitute forfeiture of all rights obtained by the provisions of the agreement and forfeiture of all rentals paid by the terms of this agreement.

Each exhibit will comply with the laws of the State of Nebraska and with all ordinances and regulations of the City of Lincoln and Fair. Vendor agrees to display only products and services which are sold by their organization in the regular course of business. Fair officials reserve the right to eject or prohibit any exhibit, in whole or in part, or any Vendor or their representatives which it considers not in keeping with the character of the Fair, with or without giving cause. If cause is not given for ejection of an exhibit or Vendor, liability shall not exceed the return to the Vendor the amount of rental unearned at the time of the ejection. If ejection is for violation of these rules and regulations or for a stated cause, no return of rental fees shall be made.

COMBUSTIBLE MATERIALS

Combustible products cannot be used without prior written approval. All flammable material must be fire-proofed. Any gas grills or fireplaces in use must meet the approval of management and the Fair before and during the Fair. Display vehicles must have one battery cable disconnected with end taped, gas caps locked and taped and no more than a 1/2 tank or 10 gallons of gas (whichever is less). All fueling must occur outside the building. Vehicles cannot be moved during the show, only during setup/tear down when not open to the general public.

ELECTRICAL

All electrical extension or flexible cords shall be of type S, 20 amp. 12 ga, with UL approval. Such cords may be used only when necessary, NEVER for fixed wiring, NEVER spliced, tacked, stapled or fastened to walls, tied or draped over pipes or supports.

MOVE IN & MOVE OUT

No move-in, rearrangement or adjustment may be done after 6 pm Wed Aug 2, NOTE: On first day of fair (Thu Aug 3, 2023) until 2pm services requested from Fair will be delayed due to opening of entire fairgrounds so it's important for each vendor to personally check your booth setup by Wednesday in case anything needs to be adjusted or added to your facility services order. Vendors will unload and load only at designated areas. Vehicles must be unloaded and loaded quickly and then immediately exit from the area. Any vehicle left parked in these areas will be towed at owner's expense. Heavy materials or equipment will not be dragged, skidded, or rolled over the floors, but carried or moved in on wheels. Outside drop-off is at no charge but must be with approval and coordination with a Fair Operations Manager and Fair management. The Fair management will retain the deposit of anyone who moves in after 9pm Wed Aug 3 or attempting to move out before 7pm, Sat Aug 12. It is highly recommended that all small items, merchandise, lighting fixtures and other portable equipment be removed immediately after the show closes. Very limited vehicle access on Sunday to MPA, including MPA courtyard on West side only after 8 pm due to animal move-out & no vehicle access on N side due to carnival until after 11pm. EXHIBITS MUST BE REMOVED BY 11 am Monday Aug 7 If any accounts against the Vendor have not been paid in full prior to the end of the show, no items exhibited shall be removed from the building until full settlement is made. In case of attachments or other legal proceedings, Fair officials reserve the right to take charge of the Vendor's props and properties.

PARKING

Ample, free parking is available in designated LOT K Indoor Vendor parking area with provided Fair Indoor Vendor parking hangtags. Vendors must use designated Vendor Parking areas once the Fair begins. Violation of the posted "No Parking" signs or Vendors parking outside of the designated Vendor Parking areas shall subject vehicle to towing and impoundment. Parking hangtags may not be used except by Vendor staff working a booth.

FAIR SERVICES

It is the responsibility of the Vendor to place their order and pay for services in full with Fair management no later than 30 days in advance.

CARE OF EXHIBIT SPACE

Fair personnel will clean the aisles, but the Vendors must keep their carpets and exhibits in good order. Vendors are allowed to bring in vacuum cleaners as long as they are compliant with UL regulations and cords are in good shape. Vendors must cooperate by maintaining their exhibits throughout the show in perfect condition. Vendor will be required to replace, repair, or otherwise assume the expense for any defacement or injury of premises caused by their exhibit or representatives. No Fair or Fair sponsor display

material, banner or equipment may be removed for any reason. If any item is removed, there shall be a \$250 fee for replacement of said item.

SELLING PRODUCTS

Retail selling of products over the counter on a carry-out basis must be included on Vendor application at the time of requesting space. Orders may NOT be taken for merchandise or service to be delivered or rendered at a future date without prior written approval. Vendors are required to be aware of and compliant of local and state tax and other applicable laws. For more information on sales & use tax and income tax & withholding laws that apply to events, please see information guides for “Sales at Special Events” at www.revenue.ne.gov or Nebraska Department of Revenue at 402-471-5729.

FOOD & BEVERAGE

No outside food or beverages can be brought to the Fair including coolers and deliveries of prepared food from outside food establishments due to health/fire code rules and due to competing with non-profit Fair & 4-H concessions. Alcoholic beverages can only be consumed when sold by the Fair in designated areas. No sales or sampling of food products from Vendor booths will be permitted without prior approval from Fair. As required by the Fair, any Vendors giving samples of their (made or purchased) food product must have a level IV food handlers permit and/or catering permit on file at the Fair and a signed agreement and/or statement stating that it shall be 2 oz. sample ONLY with one sample per customer and said statement on file at Fair. Food samples that are being handed out must be made in a commercial kitchen. All Vendors who are handing out food samples must have a hand washing station. Food vendors are responsible for displaying their Dept. of Health Food Handlers Permit and Fair Outside Food Vendor Permit. All arrangements shall be agreed upon not less than 14 days PRIOR to Show. If an agreement is not on file, the Fair reserves the right of refusal. No bottled water, soda or full cups of coffee may be given. Vendors are restricted to less than 2oz. pre-approved samples only.

LITERATURE & SOUVENIRS

Printing, advertising, souvenirs, etc., may be distributed by Vendors from their own space only. Any objectionable advertising will not be permitted at discretion of Fair management. Giveaways will not be of noise or mess-making variety. All such gifts are subject to prior approval by Fair management. Vendors must confine all sales activities to their own exhibit space.

PRIZES, DISCOUNTS & DRAWINGS

Drawings for giveaways, prizes, discounts, etc., must be registered and approved by Fair management. A list of all recipients, winners, etc., must be supplied to the Fair officials before the end of the Fair.

UNOCCUPIED SPACE

If Vendor fails to occupy space contracted for or fails to comply with all the terms of the agreement, the Show officials have the right to rent such space to any other applicant without releasing the Vendor from paying the sum agreed upon in their Show contract. No refunds will be made. Vendor shall not assign, share or SUBLET the whole or any part of their space without written permission from Fair Management.

EVENTUALITIES

In the case the Fair shall be destroyed by fire, other elements or by any other cause, or in case other circumstances make it impossible for the Fair officials to permit the contracted space to be occupied by the Vendor, the Fair contract shall terminate, and the Vendor shall waive any claim for damages or compensation. In case of strikes, acts of God, the authority of law or any cause beyond their control, the Fair

officials, Fair and their employees shall not be held liable for the fulfillment of the rental contract of space. Vendors hereby waive any claim for damages or compensation.

MISCELLANEOUS

- Speakers, radios, televisions, or noise which is of sufficient volume to be annoying to other Vendors or fairgoers will not be permitted.
- No animals are allowed on the show floor.

LIABILITY

- Neither the Lancaster County Agricultural Society, the Lancaster County Super Fair nor Lancaster Event Center fairgrounds will be responsible for any injury, loss or damage that may occur to the Vendor or to the Vendor's employees or property from any cause whatsoever prior, during or subsequent to the period covered by the Fair contract. Upon signing this contract, the Vendor expressly releases the foregoing named except if and to the extent directly attributable to the fault, negligence, error, omission or action of Lancaster County Agricultural Society, the Lancaster County Fair committee, Lancaster Event Center fairgrounds or any of their subcontractors, employees, or representatives. The Multi-Purpose Arena (MPA) will be secured during all non-show hours, but Fair management is not liable for any portable valuables left unsecured at any time during or outside of show hours.
- The Vendor agrees to defend, indemnify and save harmless Lancaster County Agricultural Society, the Lancaster County Fair nor Lancaster Event Center fairgrounds, its appointed officials and elective officers and employees, from and against any and all liability, loss, cost, damage and expense including costs and attorney's fees in defense thereof, because of actions, claims or lawsuits for damages because of personal or bodily injury, including death at any time resulting there from, sustained or alleged to have been sustained by any person or persons and on account of damage to property including loss of use thereof, asserted or arising or alleged to have arisen directly or indirectly out of or in consequence of the performance of this agreement, whether such injuries to person or damage to property is due to the negligence of the Fair or as their interest may appear, their subcontractors or agents, successors or assignees, or the Vendor, its employees, or its agents.

Insurance. At least 60 days prior to the Fair, Vendor shall procure and maintain throughout the Fair (including move-in and move-out dates), the insurance coverages, endorsements, and limits reflected on the exemplar Certificate of Insurance attached as Exhibit – COI (collectively the "Insurance").

- 1..1. **Additional Insureds.** The Commercial General Liability and Excess Liability policies shall name Vendor as the insured and the Ag Society and its officers, directors, employees, and agents as additional insureds on a primary and non-contributory basis.
- 1..2. **Waivers of Subrogation.** The Commercial General Liability and Excess Liability policies shall waive subrogation against the Ag Society and its officers, directors, employees, and agents.
- 1..3. **Insurer Rating.** All Insurance required by this Agreement shall be placed with an insurance carrier with an A.M. Best's Financial Strength Rating of A+ or better.
- 1..4. **Certificate of Insurance.** At least 60 days prior to Super Fair, Vendor shall provide Ag Society with a Certificate of Insurance evidencing Vendor's compliance with the Insurance requirements of this Agreement.
- 1..5. **Changes to Ag Society's Insurance Requirements.** If Ag Society's insurers alter the insurance coverages the insurers require be in place for events, Ag Society will provide Vendor with notice of such changes as soon as reasonably practicable, and Vendor agrees to use its best efforts to obtain Insurance that satisfies such changes in coverage.

If Vendor would like options to secure this coverage, the Super Fair's insurance agent is a good resource that is familiar with the Super Fair's insurance requirements.

Quotes are available online at: Special Event Insurance (unicogroup.com) or contact Marci Elam, UNICO Sr. Account Manager, at 402.434.7237 or go to <https://unicogrup.com/coversmart-special-events>.

BREACH OF CONTRACT

The Vendor shall comply with the following conditions. In the event the Vendor fails to comply with any of the following conditions the Event Center may treat the Vendor as being in breach of this contract and at its option, may re-let the space to an alternate Vendor for the remaining term of this contract, remove the Vendor from the premises, placing any exhibits, supplies and materials in storage to be disposed of as the Event Center deems fit and/or retain all consideration paid as forfeiture.

AMENDMENTS

Show officials and committee shall have full power to interpret or amend these rules and to make additional rules in the best interest of the Fair. The Vendor agrees to accept and abide by such rules.

FAIR MANAGEMENT:

Super Fair Coordinator: Joni Jones at jjones@LancasterEventCenter.org or 402.441.1814

Fair Manager: Nate Dowding at ndowding@LancasterEventCenter.org or 402.441.1817

Managing Director: Amy Dickerson at adickerson@LancasterEventCenter.org or 402.441.1810

Attached: Example Certificate of Insurance (COI)