



Brought to you by Lancaster County Agricultural Society, Inc.

Thursday, August 1 – Sunday, August 4, 2019

**OUTDOOR COMMERCIAL VENDOR APPLICATION**

Note: changes from last year in yellow

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 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 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.*

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 \_\_\_\_\_

**Booth Pricing:**

Booths	Corporate Business	Non-profit*, Govt. Org or Home Based Business
10 x 10	\$300	\$200
10 x 20	\$550	\$350
10 x 30	\$1800	NA
10 x 40 or 20 x 20	\$1,050	NA
Refundable Deposit required in addition to booth rent	\$250	\$150
*Must submit Non-Profit Certificate with application. Call Susan Bulling at Lancaster Event Center 402.441.1811 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 Vendor Map at [SuperFair.org](http://SuperFair.org) with company website and phone number.

High Speed Wireless Internet access – available on site with credit card

**This application available online at:**

[SuperFair.org](http://SuperFair.org) (Get Involved/Be A Vendor)

OR

Mail Contract and Deposit to:  
 Lancaster Event Center  
 Attn: Susan Bulling  
 PO Box 29167  
 Lincoln, NE 68529

# Outdoor Vendor Schedule

## Move-In Hours

Monday, July 29, 2019      8am to 4pm  
 Wednesday, July 31, 2019      8am to 7pm\*

\*Booths must be set up by 7pm on Wednesday, July 31, 2019 or you will lose your damage deposit.  
 No fork-lifts allowed (contact Susan Bulling\* if needed)

## Move-Out Hours

Sunday, August 4, 2019: No move out as grounds open to 11:30pm, contact Susan\* if need exception

Monday, August 5, 2019      8am to 2pm

## Show Hours

Thurs, Aug 1      6pm to 9pm  
 Fri, Aug 2 – Sun, Aug      1pm to 9pm

*\*\*Your booth must be staffed during all show hours (except for equipment/building displays) or you will lose your damage deposit & at risk of not being allowed in future fairs.*

\* Vendor Show Coordinator: Susan Bulling [sbulling@LancasterEventCenter.org](mailto:sbulling@LancasterEventCenter.org) or 402.441.1811

## Booth Size and Cost Information

**Booth Preference:** Booth assigned on first come first served basis. If your choice is not available, you will be assigned the closest to your preference in location and size. Some adjustments may be necessary to meet show requirements and to allow proper show layout. (See new layout map for 2019)

1st Choice \_\_\_\_\_ 2nd Choice \_\_\_\_\_ 3rd Choice \_\_\_\_\_

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-packaged food vendors-permits, safety, etc. could apply.

**Post-Fair Carnival:** Please check if you would like info on staying six more days with the Carnival through Sat, Aug 10<sup>th</sup>.      Y or N  
 Are you willing to be outside? Y or N **Price for Second Half:** TBD if your booth application accepted.

1. **Deposit Upon Reservation:** \$250 payment due (\$150 for non-profit, gov't. or home-based) with vendor application to reserve your vendor booth to be applied and to be held as damage & vendor participation deposit until 10 days after the Super Fair.  
 Enter Reservation/Damage/Participation Deposit Amount (\$250 or \$150)      = \$ \_\_\_\_\_
2. Booth Fees: Number of booths \_\_\_\_\_ at \_\_\_\_\_      = \$ \_\_\_\_\_
3. Vinyl banner – 4' x 8' with logo and design (other sizes please ask) \_\_\_\_\_ x \$125      = \$ \_\_\_\_\_
4. Electrical connection (Connection = one cord including power strip)  
 110v \_\_\_\_\_ x \$75 or 220v \_\_\_\_\_ x \$175      = \$ \_\_\_\_\_
5. TOTAL COST (if paid by check or cash) (add Lines 1 – 4)      = \$ \_\_\_\_\_

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

TOTAL BALANCE DUE by July 10, 2019 to hold booth      = \$ \_\_\_\_\_  
 (Minimum 50% of line 5 due with application)

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

Payments after July 10, 2019: A penalty of 10% will be added and you may lose your spot if we sell out

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

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

### For Office Use Only

Date Pmt Rec'd: \_\_\_\_\_  
 Total Amt Rec'd: \_\_\_\_\_  
 Ck/CC/Cash #: \_\_\_\_\_  
 Amount Deposit: \_\_\_\_\_  
 Balance toward Booth: \_\_\_\_\_  
 Balance Remaining: \_\_\_\_\_

**Added Payments**

Date Pmt Rec'd: \_\_\_\_\_  
 Total Amt Rec'd: \_\_\_\_\_  
 Ck/Cash #: \_\_\_\_\_  
 Balance Remaining: \_\_\_\_\_

Date Pmt Rec'd: \_\_\_\_\_  
 Total Amt Rec'd: \_\_\_\_\_  
 Ck/Cash #: \_\_\_\_\_  
 Balance Remaining: \_\_\_\_\_

**Space Assigned:** \_\_\_\_\_  
 Assigned Per: \_\_\_\_\_  
 Date: \_\_\_\_\_

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

Credit Card # \_\_\_\_\_ Exp. Date \_\_\_\_\_ CVC Code \_\_\_\_\_  
 Print Name \_\_\_\_\_ Authorized Signature \_\_\_\_\_  
 Billing Address \_\_\_\_\_ Zip Code \_\_\_\_\_

# Outdoor Vendor Terms & Conditions

*Keep a copy of this for your records*

Note: Fair refers to Lancaster County Super Fair

## VENDOR DEPOSIT:

Upon reservation of booth space, Fair is requiring that a separate check or credit card information to be written/given for \$250 deposit which will 1. Reserve your booth space, 2. Act as damage deposit and 3. Vendor participation deposit. Fair will hold the credit card information or check until 10 days after the Super Fair to allow time for inspection for damage and processing time. 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

Exhibitors 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 exhibitor display that has an unfinished side facing another exhibitor'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. Exhibitors 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

Exhibitor 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 Exhibitor 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. Exhibitor 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 exhibitor 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 exhibitor, liability shall not exceed the return to the exhibitor 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 the opening of the Fair. Exhibitors will unload and load only at designated areas. Vehicles must be unloaded and loaded quickly and then immediately moved from the unloading and loading areas. 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. Early 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 7pm Wed, July 31, or attempting to move out before 8am, Mon, Aug 5. It is highly recommended that all small items, merchandise, lighting fixtures and other portable equipment be removed immediately after the show closes. EXHIBITS MUST BE REMOVED BY **2PM ON MONDAY, AUGUST 5.** If any accounts against the exhibitor 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 exhibitor's props and properties.

## PARKING

Ample, free parking is available in designated LOT H vendor parking area (Enter Gate 3 off Havelock) with provided Fair vendor parking hangtags. Exhibitors must use designated Exhibitor Parking areas once the Fair begins. Violation of the posted "No Parking" signs or exhibitors parking outside of the designated Exhibitor Parking areas shall subject vehicle to towing and impoundment. **Absolutely no parking South of Attraction Zone or in any driveway.** Parking hangtags may not be used except by vendor staff working a booth. **If need daily parking closer to your booth, contact Susan Bulling (see Fair Management, pg 6) for alternate location.**

## FAIR SERVICES

A schedule of rates will be sent to all exhibitors covering electricity, wireless internet access, and furniture rental. Exhibitors will be billed for these services at reasonable and uniform rates. Any exhibitor who wishes to hook up to the Fair's gas line will be charged no less than \$150 plus permit costs. It is the responsibility of the exhibitor to place their order with Fair management no later than 45 days in advance.

## CARE OF EXHIBIT SPACE

Fair personnel will clean the aisles, but the exhibitors must keep their carpets and exhibits in good order. Exhibitors are allowed to bring in vacuum cleaners as long as they are compliant with UL regulations and cords are in good shape. Exhibitors must cooperate by maintaining their exhibits throughout the show in perfect condition. Exhibitor 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. Exhibitors 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](http://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 exhibitors 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. Exhibitors are restricted to less than 2oz. pre-approved samples only.

## LITERATURE & SOUVENIRS

Printing, advertising, souvenirs, etc., may be distributed by exhibitors 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. Exhibitors 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 exhibitor 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 exhibitor from paying the sum agreed upon in their Show contract. No refunds will be made. Exhibitor 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 exhibitor, the Fair contract shall terminate and the exhibitor 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. Exhibitors hereby waive any claim for damages or compensation.

## MISCELLANEOUS

- Speakers, radios, televisions or noise which is of sufficient volume to be annoying to other exhibitors or fairgoers will not be permitted.
- No animals are allowed in vendor booths.

## LIABILITY

- Neither the Lancaster County Agricultural Society, the Lancaster County Fair committee nor Lancaster Event Center will be responsible for any injury, loss or damage that may occur to the exhibitor or to the exhibitor'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 exhibitor 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 or any of their subcontractors, employees or representatives. The Multipurpose 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 Exhibitor agrees to defend, indemnify and save harmless Fair, 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 Exhibitor, its employees, or its agents.
- It is a provision of this contract that all exhibitors have public and property liability insurance with \$1,000,000 minimum coverage to protect themselves, the Lancaster County Fair and its representatives and Fair against possible claims arising out of negligent acts of their employees and booth visitors during the operation of their equipment in this show. The Lancaster County Agricultural Society AND Lancaster Event Center must be named insured on Certificate of Insurance provided to Fair management no less than 30 days before move in.

## BREACH OF CONTRACT

The Exhibitor shall comply with the following conditions. In the event the Exhibitor fails to comply with any of the following conditions the Event Center may treat the Exhibitor as being in breach of this contract and at its option, may re-let the space to an alternate Exhibitor for the remaining term of this contract, remove the Exhibitor 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 exhibitor agrees to accept and abide by such rules.

## FAIR MANAGEMENT:

Vendor Show Coordinator: Susan Bulling [sbulling@LancasterEventCenter.org](mailto:sbulling@LancasterEventCenter.org) or 402.441.1811

Fair Manager: Amy Dickerson [adickerson@LancasterEventCenter.org](mailto:adickerson@LancasterEventCenter.org) or 402.429.1950