



Food Vendor Space Application

Thurs, August 1 – Sun, August 4, 2019

Brought to you by Lancaster County Agricultural Society, Inc.

PO Box 29167, Lincoln, NE 68529 ~ Phone: 402.441.6545 ~ Fax: 402.441.6046

Business or Concession Name: _____

Owner/Operator Contact Name (please print): _____

Address _____

Business Phone: _____ Fax: _____ Cellular: _____

Email: _____ Website: _____

Food Handler Permit Number: _____ Nebraska State Tax ID # _____

Please describe the food products you wish to sell, and a short description of what your booth space will look like. If you are new food vendor to the Lancaster County Super Fair, please provide a picture of your trailer/display. Please use the back of this form if you need additional space. No substitutes/additions of food products may be made without permission of Lancaster Event Center personnel.

Food vendors will be located in the outdoor food court. If you participated in 2019, you will be generally located in the same location. Any changes in location will be at the discretion of Lancaster Event Center personnel. Booth space depth is 10' with additional space behind to be used for supplies. Booth space is charged at a flat fee of \$500 for a 10' front foot spot. Additional front footage is \$5 per foot, please be **very accurate** in the amount of frontage space you will need. You will need to request your space in 5' increments. The fee of \$500 plus additional square feet requested to be paid by fair or total amount due is 18% share of sales or \$500—whichever is greater. This is to be reported daily to Food and Beverage Manager.

Minimum 10' frontage \$500

Additional requested space _____ x 10' deep \$ _____

Please circle if you would like info on staying six more days with the Post-Fair Carnival through Sat, Aug 10. Y or N

Are you willing to be outside? Y or N Price for Second Half: TBD if your booth application accepted

Will you require electrical service? Y or N

Please indicate any additional electrical needs below:

20 Amp, 110 Volt outlets are available at a cost of \$75 each Number needed _____

50 Amp, 220 Volt outlets are available at a cost of \$150 each Number needed _____

50 Amp, 3 Phase outlets are available at a cost of \$150 each Number needed _____

Total electrical charges: \$ _____

TOTAL SPACE RENTAL FEES: \$ _____

TERMS OF PAYMENT: 50% deposit due at signing of contract. To have same space reserved as what was used in 2018 contract due by April 1, 2019. If Exhibitor cancels between April 1 and June 1, a 25% administrative charge will be deducted from the refund. Administrative charges will be based on the full price of the contract. NO REFUNDS will be made after June 1. In signing this contract, the above-signed agrees to have read and shall comply with the terms printed above as well as the rules and regulations attached, as all such rules are part of this contract. **Balance is due by July 10, 2019.**

Date: _____

Exhibitor Signature

Complete this form and return with required deposit to: Lois Hartzell, Lancaster Event Center, PO Box 29167, Lincoln, NE 68529

For questions, please email: lhartzell@LancasterEventCenter.org

2019 LANCASTER COUNTY SUPER FAIR RULES AND REGULATIONS

Note: Fair refers to Lancaster County Super Fair.

The Exhibitor shall comply with the following conditions. In the event the Exhibitor fails to comply with any of the following conditions, the Lancaster Event Center (Fair) 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 of the Exhibitor in storage to be disposed of as the Lancaster Event Center deems fit and/or retain all consideration paid as forfeiture.

Exhibitor shall not assign this contract to an alternate party. Exhibitor shall not sublet any part of this display space. Further, Exhibitor shall not share space with another company.

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 management shall be the sole judge of what is vulgar, offensive, controversial or obscene. 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.

The Exhibitor agrees to defend, indemnify and save harmless the 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.

Any and all other regulations, which may be necessary for the safety and benefit of Exhibitors and the general Fair public not listed in this contract shall be adhered to by all Exhibitors. Exhibitor must comply with all Federal, State and County laws in the operation of the exhibit.

Exhibitor shall keep premises neat and sanitary and deposit garbage in garbage containers. When leaving the premises, everything must be picked up and space left clean. There will be a monetary penalty of not less than \$50.00 to clean up space if it is not clean.

The Exhibitor agrees to defend, indemnify and save harmless the EC, 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.

Exhibitor shall endeavor to offer reasonable accommodations to persons with disabilities in accordance with the Americans With Disabilities Act.

FOOD HANDLER & SELLERS PERMIT

The Exhibitor agrees to submit a copy of their Food Handler Permit and Sellers Permit at the time of the application. Prior to the fair starting, a list of all personnel working your booth with Food Handler Permit numbers must be supplied to Fair.

INSURANCE

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 dba (doing business as) Lancaster Event Center and Lancaster County Super Fair: All three names must be named insured on Certificate of Insurance provided to Fair management no less than 30 days before move in.**

MOVE-IN/MOVE-OUT

Move-in for outside food vendors begins **Monday, July 29** at noon and runs through **Wednesday, July 31, 5pm**. Health Department inspection will take place Thursday morning. All vendors must be set and open for business by **11am on Thursday, August 1** following Health Inspection. Move-out may begin after **10pm on Sunday, August 4**. All vendors must be completely moved out by **Monday, Aug 5 at Noon**. Any material left after **Noon on Monday, August 5**, will be disposed of by Fair personnel.

OPEN HOURS

All food vendors must be open for business to the general public from **11am to 10pm Thursday, August 1 through Sunday, August 4**. At your discretion, you may stay open later than 10pm. All concession booths shall be open to the public during show hours. Lancaster Event Center management will not be responsible for any loss or theft which may occur in the absence of booth attendants because of early closure.

INSPECTION

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. All grills are required to have tar paper placed underneath. Any out of state vendors are required to have a current Lancaster County permit. Use grease containers for all cooking oil. There is an oil recycle behind Pavillion 4. Lessee shall comply with all requirements and standards of Fire Inspector. See last page for list of requirements and standards.

CONDITIONS & TERMS

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

ELECTRICAL SERVICE

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.

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

FOOD OPERATIONS

All vendors wishing to offer beverage items for sale will be required to use Pepsi products. Any other brand of carbonated soft drink, bottled water, juice or pre-bottled teas, will not be allowed. Lessee shall display the prices of menu items, including drinks, in a location clearly visible to fair-goers. Sandwich board menus or other types of signage may only be placed directly outside the leased space.

VENDOR PASSES AND PARKING

Admission and re-admission throughout the day to the grounds is allowed by showing a vendor pass. All your staff members will be required to use a vendor pass. You may pick up your vendor passes at check-in. Limited vendor parking is available directly behind your designated vendor space. Additional parking is available in all parking lots.

PAYMENT SCHEDULE

A Deposit of 50% of the total lease cost (including space and electrical fee) is due with your signed Vendor Application. The remaining balance is due by **July 10, 2019**. You will not be allowed to begin setup until balance is paid. Your booth space will not be reserved until the required deposit is paid.

SOUND INTERFERENCES

Any sound systems, radios, TV's, and/or appliances shall be operated so they do not interfere with the public or neighboring vendors and any other entertainment.

WATER & SEWER SERVICE

Water, sanitary sewer and natural gas service is supplied by Lessor at no charge to Lessee, where service is available and its use is granted. Each water hookup shall have vacuum breaker at the point of connection to Lessor's water system. Each sanitary sewer hookup shall be tightly fitted to the Lessor's sanitary sewer system. Lessee to provide and install all hookups, vacuum breakers, hookup equipment, and hot water heater in food service locations. Gray water cannot be dumped in storm drains, flower planters or restrooms. Only lead gray water into sewer drains/holding tanks. A food grade water hose and backflow protector is required, and will be inspected on-site.

MOBILE/FIXED TEMPORARY FOOD VENDOR FIRE PREVENTION REQUIREMENTS

Fire Extinguishing Requirements

- All cooking vendors are required to have at least one fire extinguisher with a minimum of a 4A40BC rating and a current proof of inspection on the extinguisher.
- If your cooking produces grease-laden vapors you will need, in addition to the 4A40BC extinguisher, a Class K rated extinguisher within 30 feet of the cooking equipment.
- If you're cooking produces grease-laden vapors you will need a commercial kitchen hood and duct system with an automatic fire extinguishing system and current proof of inspection of the fire extinguishing system.

Compressed Gas

- LP/Propane cylinders, containers and tank are to be properly secured to a fixed object with one or more non-combustible restraints and remain secured, unless actively being refilled.
- Minimum of 10-foot clearance from any trash or combustible.
- Cylinders, containers and tanks must be kept outside enclosed cooking area and not stored in vehicle passenger area.

Electrical

- All vendors are required to use code approved lights, wire and extension cords in their respective areas in accordance with local electrical codes. All extension cords should be placed so they do not create trip hazards for the public.

Egress and Emergency Access

- The placement of the vendor operation cannot interfere with fire lanes, fire hydrants or exit access of any proximate structures.

The above listed must be completely complied with before approval can be given to operate your mobile/temporary food vendor concession enclosure. An inspection for compliance will be conducted by the Bureau of Fire Prevention prior to the use of the temporary concession enclosure.

For questions regarding these requirements contact: Chuck Schweitzer

Fire Inspector
Bureau of Fire Prevention
Lincoln, NE
402-441-6441