

2025 Super Fair Food Vendor Application and Agreement

Company Name:		Today's Date:	
Vendor Space/dba (if different	:):	1	
Mailing Address:			
City:	State:	Zip Code:	
Phone Number:			
Email Address:			
Website/Social Media:			
Primary Contact:		Title:	
Phone Number:		'	
Email Address:			
Food Handlers Permit #:			
Nebraska State ID #:			
We are a(n)			
Cottage Food Operation	ns - Permit #:		
Temporary Food Establis	shment - Permit #:		
Mobile Food Establishme	ent - Permit #:		
Out of County/State Foo	od Vendor - Permit #:_		
ist and describe the pre-	oduate and food so	rvices you are requestin	a to sol
f applicable, provide the equ			y to ser

Outdoor	Indoor
Attraction Zone Outdoor Beer Garden O Thursday July 31st - Tuesday Aug 5th O I would like to be considered for Ribfest & participate for all 10 days* (Very limited space)	FR8Star Pavilion Family Fun Zone 4-H & FFA Days Thursday July 31st - Sunday Aug 3rd 2nd Week Monday Aug 4th - Saturday Aug 9th
AuctionTime Grandstand Arena O Friday Aug 1 st - Saturday Aug 2 nd O Thursday Aug 7 th - Saturday Aug 9 th	Space Rental Pricing Daily Rate: = \$40 / day
Space Rental = \$40 x	# of days = \$
Note: Vendors must be pres	ent for all dates selected.
Vending Space Size & Frontage Total footprint of Vending Space: ft (Length) Tood Vendors are provided a 10' foot frontage. Additional Frontage beyond 10' is \$5 per linear foot. Addition	
Electrical Services	

Туре	Price	Qty	Total
110V (20A)	\$90		
208V (50A)	\$180		
3 Phase (50A)	\$180		

Other Services

of Hangtags _____ These are limited to vendors actively working

Need a Vinyl Banner?

- 4'x8' with your logo and design Qty: _____x \$110 = \$ ____ Send artwork to JRief@SandhillsGlobalEventCenter.org by July 1st

Grand Total

Space Rental	\$
Additional Frontage	\$
Electrical Services	\$
Other Services	\$
TOTAL DUE	\$

Binding Legal Agreement: By submitting this signed application, Vendor understands and agrees that upon acceptance by SGEC, this Application along with the Terms and Conditions will constitute a binding legal agreement between Vendor and SGEC, including all provisions regarding Terms of Payment and Cancellation Refunds.

Signed by:	Today's Date:
- 3 3	

IMPORTANT INFORMATION

Attraction Zone Vendors

Move In Tuesday, July 29th 4pm - 7pm
Wednesday, July 30th 8am - 8pm*

Move Out Tuesday, Aug 5th 10pm - 12am

Ribfest Saturday, Aug 9th 10pm - 12am
Move Out Sunday, Aug 10th 8am - Noon

Grandstand Vendors

Move In Friday Aug 1st 1pm - 4:30pm
Saturday Aug 2nd 1pm - 4pm
Thursday Aug 7th 2pm - 5pm
Friday Aug 8th 1pm - 4:30pm
Saturday Aug 9th 1pm - 4:30pm
Move Out No earlier than end of each event
No later than end of your last event day

4-H/FFA Days Indoor Vendors

4pm - 7pm

Move In Tuesday, July 29th

Wednesday, July 30th 8am - 8pm*

Move Out Sunday, Aug 3rd 10pm - 12am

Monday, Aug 4th 8am - Noon

2nd Week Indoor Vendors

Move In Sunday, Aug 3rd 11pm - 12am
Monday, Aug 4th 11am - 2pm*

Move Out Saturday, Aug 9th 10pm - 12am
Sunday, Aug 10th 8am - Noon

Other Important Numbers:

Main Office – (402) 441-6545 After Hours Number – (402) 429-4536 In Case of Emergency, Call 911 Non-Emergency – (402) 441-6000

Mailing Address:

Sandhills Global Event Center 4100 N 84th St Lincoln, NE 68507

Fair Hours

10:00am - 10:00pm Thursday, July 31 10:00am - 11:00pm Friday, August 1 Saturday, August 2 10:00am - 11:00pm 10:00am - 10:00pm Sunday, August 3 5:00pm - 11:00pm Monday, August 4 Tuesday, August 5 5:00pm - 10:00pm 5:00pm - 10:00pm Wednesday, August 6 Thursday, August 7 5:00pm - 10:00pm 10:00am - 11:00pm Friday, August 8 10:00am - 11:00pm Saturday, August 9

Key Contacts

McKenna Morrison | Food & Bev Manager Food Vendors, Cafe, Catering (402) 840-3405 MMorrison@SandhillsGlobalEventCenter.org

Sara Juengel | Fair Coordinator Vendors, Events, Competitions, Bookings (402) 802-5558 SJuengel@SandhillsGlobalEventCenter.org

Anjanette Rief | Main Office & Camping General Info, Payments, COI's (402) 441-1828 ARief@SandhillsGlobalEventCenter.org

Nate Dowding | Fair Director 4-H/FFA, Livestock Pavilions, Operations (402) 441-1817 NDowding@SandhillsGlobalEventCenter.o

Cassandra Roeber | Asst. Managing Director (402) 413-2218

CRoeber@SandhillsGlobalEventCenter.org

Ron Bohaty | Managing Director (402) 441-1812 RBohaty@SandhillsGlobalEventCenter.org



PROCESS FOR BECOMING A FOOD & BEVERAGE VENDOR

WHO IS A FOOD & BEVERAGE VENDOR? If you will offer food or drinks to visitors at the Sandhills Global Event Center (SGEC), you are a Food & Beverage Vendor and must submit a Food & Beverage Vendor Application and comply with these Policies, Terms, and Conditions which are an integral part of the contract between the Lancaster County Agricultural Society, Inc. d/b/a SGEC, Food & Beverage Vendors, and the Event Promoter.

OBTAINING FOOD & BEVERAGE BOOTH SPACE AND CHARGES AT SGEC: Food & Beverage Vendors obtain booth space directly from the Event Promoter (which may be SGEC if SGEC is the Event Promoter). However, Food & Beverage Vendors may not offer food or beverages to visitors at an event just because they have rented booth space. Food & Beverage Vendors must also submit a Food & Beverage Vendor Application that is approved by SGEC management and comply with the other terms contained in these Policies, Terms, and Conditions before the vendor will be allowed to offer food or drinks at the event.

Charges for booth space rental are set by and paid directly to the Event Promoter.

Charges for the annual Food & Beverage Vendor Application Fee and electrical hookups for each event are set by and paid directly to SGEC. When necessary, Food & Beverage Vendors may rent other equipment or supplies directly from SGEC at prices agreed to between SGEC and the vendor.

FOOD & BEVERAGE VENDOR COMPLIANCE WITH LINCOLN FOOD CODE

FOOD & BEVERAGE VENDOR COMPLIANCE WITH LINCOLN FOOD CODE: All Food & Beverage Vendors must comply with the Lincoln Food Code (available here: https://online.encodeplus.com/regs/lincoln-ne/doc-viewer.aspx#secid-8278) including having and submitting all required licenses and permits under the Code with your Food & Beverage Vendor Space Application.

WHO NEEDS A LICENSE AND/OR PERMIT UNDER THE LINCOLN FOOD CODE?

The Director of the Lincoln-Lancaster County Department of Health (Health Department) has final authority to determine what licenses and permits will be required for Food & Beverage Vendors and SGEC will abide by any determinations made by the Health Department. The Lincoln Food Code, the Health Department, and SGEC will require:

<u>Cottage Food Operations (as described in Neb. Rev. Stat. § 81-2,280)</u> – Registration with the Nebraska Department of Agriculture, compliance with the Nebraska Pure Food Act and regulations, labeling and sale of only food products allowed under Neb. Rev. Stat. § 81-2,280, and valid Food Handlers Permits.

Temporary Food Establishment, Itinerant Temporary Food Establishment or Itinerant Food Vendor (not meeting the criteria in Lincoln Food Code § 8.20.120) — Itinerant Temporary Food Establishment Permit or Food Establishment Permit, valid Food Handlers Permits, and compliance with all other relevant provisions of the Lincoln Food Code.

Mobile Food Establishment – Mobile Food Unit Permit, valid Food Handlers Permits, and compliance with all other

relevant provisions of the Lincoln Food Code a valid Food Handlers Permit.

<u>Out of County or Out of State Food Vendor</u> – Except as provided in Lincoln Food Code § 8.20.080(b) for Mobile Food Establishments holding a valid reciprocal food establishment permit from a qualifying Nebraska political subdivision, out of state or out of county vendors must obtain the appropriate permits and licenses under the Lincoln Food Code.

WHO DOES NOT NEED A LICENSE OR PERMIT UNDER THE LINCOLN FOOD CODE?

Vendors who are not commercial food establishments that only offer commercially prepackaged foods that are <u>not</u> time/temperature controlled for food safety.

Itinerant food vendors that have a valid permit from the State of Nebraska or an agency of the United States Government that only sell prepackaged foods that <u>are</u> time/temperature controlled for food safety from an approved source as stated in Lincoln Food Code § 8.20.120(a)(7).

Nonprofit organizations that sell manufactured, prepackaged foods that are <u>not</u> time/temperature controlled for food safety and which have been prepared in an approved food preparation facility as stated in Lincoln Food Code § 8.20.120(b)(2).

FOOD & BEVERAGE VENDOR APPLICATION AND REQUIREMENTS

FOOD & BEVERAGE VENDOR APPLICATION AND APPLICATION FEE. Only Food & Beverage Vendors approved by SGEC who have obtained booth space from the event promoter or sponsor may participate in events. Every Food & Beverage Vendor must submit a complete Food Vendor Application and pay the application fee to be considered for approval at an event. **Promoters or sponsors (other than for SGEC sponsored events) do not have the authority to approve a Food Vendor Application and SGEC's approval of a Food Vendor Application is not a guarantee of booth space rental from the event promotor or sponsor.**

Food & Beverage Vendor Applications must:

- Be submitted to SGEC's Food & Beverage Manager at least 30 days before the event
- Include the Annual Application Fee of \$50.00
- Include copies of all Licenses and Permits required under the Lincoln Food Code or explanation of the basis for any exemption
- Include a copy of any Nebraska Resale or Exempt Sale Certificate for Sales Tax Exemption, if applicable
- Include a Certificate of Insurance. If a Certificate of Insurance is not submitted at the time of application, any
 SGEC approval will be conditional upon vendor providing an appropriate Certificate of Insurance to SGEC at least
 30 days before the event. (See <u>INSURANCE REQUIREMENTS FOR FOOD & BEVERAGE VENDORS</u> below for
 Certificate of Insurance Requirements).

SGEC reserves the right to reject any Food Vendor Application for any non-discriminatory reason, including prior experience with vendor, space limitations, and potential competition with SGEC and/or other food vendors.

For questions regarding the Food & Beverage Vendor Application please contact:

Food and Beverage Manager

Email: Foodandbeveragemanager@sandhillsglobaleventcenter.org

Office: 402.441.6545 Fax: 402.441.6046

INSURANCE REQUIREMENTS FOR FOOD & BEVERAGE VENDORS

All Food & Beverage Vendors must procure and maintain insurance coverage for the dates of the event at which the vendor is participating, including move in and move out dates. The coverage, endorsements, and limits must match those detailed in the attached example Certificate of Insurance (COI). Vendors should provide their insurance agent with the example COI and the details below to ensure the correct certificate is issued:

- Additional Insureds: The Commercial General Liability and Excess Liability policies must list the Vendor as the insured and the Lancaster County Agricultural Society, Inc. d/b/a Sandhills Global Event Center (LCAS) along with its officers, directors, employees, and agents, as additional insureds on a primary and non-contributory basis.
- Waivers of Subrogation: The policies must include a waiver of subrogation in favor of LCAS and its officers, directors, employees, and agents.
- Insurer Rating: Insurance must be provided by a carrier with an A.M. Best's Financial Strength Rating of A or better.
- Certificate of Insurance: Vendors must submit a Certificate of Insurance to LCAS at least 30 days before the event, demonstrating compliance with these requirements.
- Changes to Insurance Requirements: If LCAS's insurers modify the required coverage, Vendors will be notified as soon as possible and are expected to make their best efforts to comply with any new requirements.

Questions regarding insurance coverages or quotes for coverage may be directed to Marci Elam, UNICO Sr. Account Manager, at 402.434.7237. Online insurance quotes are available at https://unicogroup.com/coversmart-special-events.

FAILURE TO PROVIDE A VALID COI 30 DAYS PRIOR TO THE EVENT SHALL BE GROUNDS FOR SGEC TO BAR VENDOR'S PARTICIPATION AT THE EVENT.

FOOD & BEVERAGE VENDOR OPERATIONAL REQUIREMENTS

LIQUOR LICENSE AND SALE OF ALCOHOLIC BEVERAGES: SGEC is generally the only licensed seller of alcoholic beverages on SGEC property. A Food & Beverage Vendor who wishes to seek a Special Designated License (SDL) for the sale of alcoholic beverages must first obtain SGEC's written approval to do so and agree to provide SGEC with copies of all local and state SDL applications and supporting materials. Approval of this request shall be at SGEC's sole discretion. Seeking or obtaining an SDL for sales on SGEC property without first obtaining SGEC's written permission shall be grounds for SGEC to terminate its acceptance of the Vendor's Food & Beverage Application and bar the vendor's participation at the event.

SALE OF OTHER BEVERAGES AND BEVERAGE SIGNAGE: SGEC has an exclusive pouring rights agreement with Chesterman Company, a Coca-Cola bottler and distributor, that applies to SGEC and its Vendors' sale of all non-alcoholic beverages other than brewed on-site coffee, dairy products, fruit juices, and sparkling water/seltzers (Exclusive Beverages). Under SGEC's agreement with Chesterman Company, all Food & Beverage Vendors must purchase all Exclusive Beverages to be offered for sale during an event from SGEC or Chesterman Company. Food & Beverage Vendors are also prohibited from displaying signage for Exclusive Beverages brands other than those brands sold by Chesterman Company (e.g., non-Coca Cola Exclusive Beverages brands are prohibited).

ELECTRICAL SERVICE: Electrical Service for use by Food & Beverage Vendors must be ordered directly through SGEC at SGEC's office or through the online portal. SGEC shall not be responsible to Vendor 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.

INSPECTIONS: All Food & Beverage Vendor booths shall be open for inspection by SGEC, the Health Department, and Bureau of Fire Prevention during setup and operation at SGEC. SGEC, the Health Department, and Bureau of Fire Prevention have the right to enter any Vendor booths for purposes of inspection at any time.

FIRE PREVENTION REQUIREMENTS, INSPECTION, AND APPROVAL

All Food & Beverage Vendors shall comply with all requirements of the Fire Inspector and SGEC related to fire prevention including the following:

FIRE EXTINGUISHING REQUIREMENTS

- All Food & Beverage Vendors using open flames, ovens, burners, grills, griddles, fryers or similar methods to cook
 foods 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 cooking produces grease-laden vapors, in addition to the requirements above, a Class K rated extinguisher must be located within 30 feet of the cooking equipment.
- If cooking produces grease-laden vapors, a commercial kitchen hood and duct system with an automatic fire extinguishing system is required along with 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 LP/Propane source and trash or combustibles.
- LP/Propane cylinders, containers, and tanks must be kept outside of 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

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

MISCELLANEOUS

- Grills must have tar paper or other similar protection underneath.
- Grease containers must be used for all cooking oil.

For questions regarding these requirements contact: Chuck Schweitzer

Fire Inspector

Bureau of Fire Prevention Lincoln, NE

402-441-6441

WATER, SEWER, GARBAGE, AND RECYCLING

WATER AND SEWER: Each water hookup shall use a food grade water hose and have a vacuum breaker at the point of connection to SGEC's water system. Each sanitary sewer hookup shall be tightly fitted to SGEC's sanitary sewer system. Vendors must provide and install all hookups, vacuum breakers, hookup equipment, and hot water systems in food service locations. Gray water can only be dumped in sewer drains and holding tanks. Gray water cannot be dumped in storm drains, flower planters, or restrooms.

GARBAGE AND RECYCLING: Vendor shall deposit all trash, rubbish and litter in large refuse dumpsters provided. Vendors shall not use the litter receptacles placed for public use. Carboard should be flattened and placed in the cardboard recycling container provided. An oil recycling container for use by Food & Beverage Vendors will be available on premises.

BOOTH SPACE USE, MAINTENANCE, AND SIGNAGE

BOOTH SPACE USE. Food & Beverage 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. 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 premises. Nothing will be attached to the floor. All exposed edges of carpeting or floor covering must be taped down. Vendor will conduct Vendor's business in a quiet and orderly manner. Speakers, radios, televisions or noise which is of sufficient volume to be annoying to other Vendors or visitors will not be permitted.

MAINTENANCE: Vendor shall keep the premises neat and clean and shall keep the grounds in the front, rear and both sides of premises free from trash, rubbish and litter. SGEC personnel will clean the aisles/driveways as needed, but the Vendors must keep their carpets, floor space 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 maintain their booth throughout the show in good 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.

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. SGEC will be the sole judge of what is vulgar, offensive, controversial or obscene and their judgment shall be final. Any and all other regulations, which may be necessary for the safety and benefit of Vendors and the general public not listed in this contract shall be adhered to by all Vendors. 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.

SIGNAGE: Vendor shall display the prices of food menu or retail merchandise for sale, including beverages, in a location clearly visible to visitors. Sandwich board (A-Frame) menus or other types of signage may only be placed directly in front of Vendor's booth and not in area which impedes pedestrian traffic.

FORCE MAJEURE

Neither SGEC nor any Food & Beverage Vendor shall be liable to the other for any failure to perform its obligations under these Policies, Terms, and Conditions (this Agreement) if such failure is due to events beyond its reasonable control ("Force Majeure Events"). Force Majeure Events include, but are not limited to, natural disasters (such as earthquakes, floods, hurricanes), acts of war, terrorism, government actions, pandemics, or other emergencies that prevent the performance of the obligations under this Agreement.

NOTIFICATION: The party affected by a Force Majeure Event shall notify the other party in writing as soon as reasonably practicable, but no later than 3 days after the occurrence of the Force Majeure Event. The notification shall include a description of the Force Majeure Event, its expected duration, and the obligations affected.

MITIGATION: The affected party shall use all reasonable efforts to mitigate the effects of the Force Majeure Event and resume performance of its obligations as soon as possible.

OBLIGATIONS UNAFFECTED: Notwithstanding the occurrence of a Force Majeure Event, the parties shall continue to perform any obligations under this Agreement that are not affected by the Force Majeure Event.

TERMINATION: If the Force Majeure Event precludes SGEC from conducting the Fair, SGEC may terminate this Agreement upon written notice to the other party.

LIABILITY AND INDEMNIFICATION

RELEASE OF LIABILITY: By submitting a Food & Beverage Vendor Application and being allowed to participate in the Event, each Food & Beverage Vendor agrees that neither the Lancaster County Agricultural Society, Inc. nor Sandhills Global Event Center nor their employees, directors, officers, or agents (Releasees) 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, except as stated herein, prior, during or subsequent to the period covered by this Agreement. Vendor expressly releases the foregoing Releasees except if and to the extent directly attributable to the intentional omission or action of Releasees.

Vendor agrees to defend, indemnify and save harmless the Releasees 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 Releasees or as their interest may appear, their subcontractors or agents, successors or assignees, or the Vendor, its employees, or its agents.

MISCELLANEOUS

ADA COMPLIANCE: Food & Beverage Vendors shall endeavor to offer reasonable accommodations to persons with disabilities in accordance with the Americans With Disabilities Act.

UNOCCUPIED SPACE: If Vendor fails to occupy space contracted for or fails to comply with all the terms of these Policies, Terms, and Conditions, SGEC shall have the right to rent such space to any other person or entity without releasing the Vendor from its contractual obligations to the Promoter.

NO ASSIGNMENT: Food & Beverage Vendors shall not assign, share or sublet the whole or any part of their space without written permission from SGEC.

(Signature)	
(Print Food Vendor Name)	
(Date)	
(Date)	

Acknowledged and Agreed to by: