BROWN COUNTY FAIR

2027 CONCESSIONS BOOTH APPLICATION

Fair@BrownCounty.SD.gov 605-626-7116 400 24th Ave. NW, Aberdeen, SD 57401 www.BrownCountySDFair.com

Company Name: *(as stated on liability insurance)* _____

Booth Name: _____

Mailing Address: _____

City/State/Zip: _____

Contact Person(s): _____

Phone Number: _____ **Email:** _____

Booth Size: *(including hitch, signage & awnings fully extended – include food or stock trailer size if applicable)* _____

:

Power Needs: _____Outlets _____50-amps _____20-amps _____100-amps (limited)

Products/Services: **MENU PRICES MUST BE ON DISPLAY ENTIRE TIME**

List all your menu items below. Include sizes, the price and be specific. We reserve the right to choose which menu items you have available in your booth, and you may have **up to five items**. When we send out your contract, the items we have chosen will be listed. If you are selling items not listed in your contract during the fair, you will not be able to open your booth

Menu Item	Size			Price
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

References: _____

_____

Previous Fairs: _____

_____

Please enclose photos and/or brochures of your booth and the products you will be selling. Booth requirements, times, etc. are enclosed with this application or are available on our website (www.browncountysdfair).

The Brown County Fair Requires All Vendors To Enclose A Refund Or Return Policy With Their Applications.

Please return your information as soon as possible and we will put you on the waiting list.

**** This application does not guarantee a booth spot. PLEASE DO NOT SEND PAYMENT AT THIS TIME. ****

Booth requirements, times, etc. are enclosed with this application.

If you are offered a spot, you will be contacted, and a contract will be mailed to you with your booth number. The contract is due back with FULL payment and proof of insurance one month from the date the contract is issued. If you have any questions, please feel free to contact the fair office.

****Vendors Do Not Have Exclusivity Rights To The Products They Sell Here. The Brown County Fair Management Will Make Every Reasonable Effort To Place Duplicate Products Geographically Apart From Each Other. ****

Thank you for your interest in our fair!

BROWN COUNTY FAIR

BROWN COUNTY FAIR STIPULATIONS

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SALES:

- VENDOR shall conduct the business for which this privilege is granted in a quiet and orderly manner and agrees to keep the surroundings in and about premises covered by this privilege.
- No intoxicating liquor or beverage containing alcohol in any form shall be sold or given away. No gambling of any name or nature shall be allowed on the premises covered by this privilege. No tobacco products shall be sold on the Brown County Fairgrounds. HELIUM BALLOONS ARE NOT ALLOWED ON THE FAIRGROUNDS!
- VENDOR shall have a return or refund policy posted, visible to potential customers.

LIABILITY:

- **FULL PAYMENT IS DUE ONE MONTH AFTER THE ISSUE DATE OF YOUR CONTRACT!** Booth prices are listed below.
- Vendor shall furnish proof of liability insurance in the amount of $1,00,000.00 coverage naming Brown County as additionally insured during the week of the fair. *Proof of insurance must be received by July 1st.* No vendor will be allowed to setup or sell without the required insurance.
    - VENDOR is responsible for booth meeting the State of South Dakota's regulations which apply to all temporary and mobile food service vendors. https://sdlegislature.gov/Rules/Administrative/44:02:07:93
- Privilege granted herein or any part thereof cannot be assigned, sublet, sub-leased or otherwise disposed of without the written consent of the BROWN COUNTY FAIR OFFICE.
- Privilege hereby granted must be considered according to the rules and regulations of the FAIR BOARD and the laws of the state of South Dakota, and without infringement upon the rights or privileges of others. VENDOR will not engage in any other business except that which is herein expressly stipulated and contracted for and will confine said transaction to the space and privilege provided herein.
- Designated representative of the FAIR BOARD and/or STAFF shall have free access to said premises at all times.
- The BROWN COUNTY FAIR BOARD reserves unto itself the right to revoke any rights and privileges herein granted to the VENDOR, and to expel said VENDOR from the Brown County Fairgrounds, if in the opinion of the FAIR BOARD, or its Manager, it is determined that the VENDOR is doing anything detrimental to the health, welfare, morals or safety of any person attending the annual Brown County Fair as a visitor thereto or if the VENDOR fails to disclose or conceals material facts pertaining to the operation of VENDOR'S business venture at this fair. In the event of such revocation of rights and privileges and expulsion from the County Fairgrounds, the VENDOR will forfeit any contract money theretofore paid to the FAIR BOARD.
- The BROWN COUNTY FAIR BOARD will not be responsible for any damage to exhibits, merchandise, or concessions – including food, caused by thefts, wind, hail, fire, electrical, water or any other causes whatsoever. Security is provided to the buildings and fairgrounds overnight, but you are responsible for what is left out, "with the complete understanding that the Brown County Fair claims NO liability"!
- Any violation of the terms and stipulations of this contract or any laws of the State of South Dakota shall cause full amount of Contract to become due, and work a revocation and forfeiture of all rights and privileges herein granted to VENDOR, in which event all sums paid, or contracted to be paid, shall become all property being kept, used or situated upon leased damages for said breach. FAIR BOARD shall have a lien upon all property being kept, used or situated upon leased premises of said Fairgrounds, whether such property be exempt or not, for any unpaid rents, and any damages sustained by breach of contract by VENDOR and the FAIR BOARD shall have the right to distrain the same without process of law and appropriate said property to the use of said party to satisfy its claims against VENDOR.
- VENDOR agrees to save BROWN COUNTY FAIR BOARD harmless from any liability by reason of injury to property or person or death of any person or persons on or about the said premises, and FAIR BOARD shall not be liable for any injury to any property or persons on the premises and VENDOR agrees to carry adequate liability insurance.
- Brown County employees or its assigns will be neither responsible nor liable for any damages to any person or property for any assistance that Brown County may offer to exhibitors. VENDOR hereby agrees to hold harmless and fully indemnify Brown County for any action from any person or entity for damage, injury or claim of any type for said damage to person or property arising out of providing such assistance.

SETUP:

- Concession vendors may set up beginning 8:00 am on Monday of Fair Week. Space assigned must be occupied by Tuesday of the Fair at 11:00 am and remain occupied until Sunday of the Fair at 5:00 pm as established by Fair Management. Anyone dismantling exhibit early will not be given a contract the next year. Any vendor leaving equipment on the fairgrounds or setting up before Monday will be charged an additional fee of $50.00 per day.
- Concession booth spaces will be marked and charged based on the information VENDOR provides. VENDOR is responsible for providing accurate front footage for their booth.
- Any displays put up under the terms of this contract must have the approval of the FAIR BOARD. Your stands, staging or product must be within the boundaries of your booth. NO RELOCATION OF BOOTHS WITHOUT APPROVAL OF FAIR OFFICE!
- The FAIR BOARD reserves the right to control the use of sound systems within your booth area.

SERVICES:

- Admission onto the fairgrounds is free; therefore, vendors are free to park in any available designated parking lot.
- Any exhibitor needing a forklift for unloading or loading must make advance arrangements with fair management.
- VENDOR is responsible for bringing their own or renting tables, chairs, cords, etc.
    - Secure Wi-Fi access is included in the rental of a booth space.
- All deliveries must be made between 8:00 am and 10:00 am each day and MUST be delivered to the fairgrounds. If assistance is needed, have the gate attendant radio for assistance.
- VENDOR will not be able to enter the buildings or the gates early without a name tag. The Brown County Fair will provide TWO name tags in the vendor packet. Extra name tags may be picked up at the Odde Office during the week of the Fair.

BOOTH PRICING	
15’	$850
20’	$1,000
25’	$1,250
30’	$1,500
35’	$1,750
40’	$2,000

BOOTH HOURS OF OPERATION	
Monday	After setup (optional)
Tuesday ($2 Tues)	11am or 3pm – 11pm
Wednesday	11:00 am – 11:00 pm
Thursday	11:00 am – 11:00 pm
Friday	11:00 am – 11:00 pm
Saturday	11:00 am – 11:00 pm
Sunday	11:00 am – 5:00 pm
ALL BOOTHS – 20 feet deep	

ELECTRICAL OPTIONS	
20-amp = $60	
50-amp = $120	
100-amp = $240	
Additional Elect. - Available upon request	
LIMITED STORAGE PARKING	
No Electricity	$175
20 Amp	$225
50 Amp	$295
STORAGE PARKING – 20 feet deep	

Concessionaires may open after setting up on Monday if they choose.

Concessionaries may not open on Tuesday until 3:00pm unless they are participating in $2 Tuesday Promotion.

Concessionaries may also open before 11:00 am and remain open after 11:00 pm if desired.

Concessions must close by 5:00pm on Sunday of the Fair.

_____ **I want to participate in the $2 Tuesday Promotion.** My booth will open on Tuesday for the $2 Tuesday Promotion from 11:00 am to 3:00 pm. **Below are the items I will have for $2 during this sale. *Please note that food booths must have a food item for the $2 promotion***

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