

VENDOR MANUAL

Indoor, Outdoor, & Concession

400 24th Ave NW • Aberdeen, SD 57401 • 605-626-7116
Fair@browncounty.sd.gov • BrownCountySDFair.com

GENERAL INFORMATION

Updated November 6, 2026

Brown County Vendor Coordinator: Sarah Hartje – Sarah.Hartje@BrownCounty.SD.gov

During Fair Week – the Office is stationed in the Odde Arena lobby area.

The remainder of the year, the Fair Office is located on the northwest side of the fairgrounds.

You can reach the Fair Office year-round by calling 605-626-7116 or by email at Fair@BrownCounty.SD.gov .

Contact Information

Brown County Fair Office: 605-626-7116

Brown County Sheriff (Non-Emergency): 605-626-7100 • (Emergency): 911

Aberdeen Fire Department (Non-Emergency): 605-626-7048 • (Emergency): 911

Fair – Gates Open – Free Admission

The Fair is open to Fairgoers at 10:00 am every day of the BCF. All buildings are open to Fairgoers on Tuesday – 11:00 am and Wednesday – Sunday 10:00 am.

Hotel/Motel Listing

A listing of hotel and motel accommodations in the Aberdeen area is available at: www.visitaberdeensd.com/stay

Coca-Cola Company - Official Beverage Sponsor

Coca-Cola Bottling Company High Country will be the exclusive beverage supplier for the Brown County Fair in 2025, 2026, and 2027.

In the agreement, concession vendors will offer only Coca-Cola soft drink products. Therefore, all bottled soft drink/water beverages sold at the Brown County Fair MUST be Coca-Cola products (i.e. Soft Drinks, Dasani, Powerade).

These products will be purchased from the Aberdeen Coca-Cola representative. No other bottled beverages will be permitted in concession stands.

If you have any questions, contact Shannon Broderson, Phone: 605-377-0750, email: Shannon.broderson@cokehc.com

VENDOR SPACE HOURS & PRICING

INDOOR BOOTH - PRICING		INDOOR VENDOR HOURS	
8 x 10 ft	$ 350	Monday – Set Up 8:00 am – 8:00 pm	Thursday – 10:00 am – 9:00 pm
Corner 8 x 10 ft	$ 410	Tuesday – Set Up 8:00 am – 11:00 am	Friday – 10:00 am – 9:00 pm
8 x 15 ft	$ 530	Tuesday – 11:00 am – 9:00 pm	Saturday – 10:00 am – 9:00 pm
Corner 8 x 15 ft	$ 590	Wednesday – 10:00 am – 9:00 pm	Sunday – 10:00 am – 5:00 pm
(Limited Avail.) 10 x 10X	$ 440	Indoor vendors have the option to close at 8pm, but buildings are not locked until 9pm.	
(Limited Avail.) C 10 x 10X ft	$ 500	**ELECTRICAL OPTIONS**	
(Limited Avail.) C 15x 15 ft	$ 1,000	20-amp – Included in Pricing -inform Office if additional electrical is needed	
(Limited Avail.) C 15 x 30 ft	$ 2,000	**FORKLIFT SERVICES** - $25 per usage	

CONCESSION BOOTH - PRICING				ELECTRICAL OPTIONS	
15’	$ 850	30’	$ 1,500	20-amp - $60	50-amp - $120
20’	$ 1,000	35’	$ 1,750	*Additional Electrical Available Upon Request*	
25’	$ 1,250	40’	$ 2,000		

CONCESSIONS VENDOR HOURS

Monday	After Set Up
$2 Tuesday	*11:00 am – 3:00 pm
Tuesday	3:00 pm – 11:00 pm
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

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*.**
Concessions with food must have a <u>food</u> item for the $2 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.

CONCESSIONS / OUTDOOR BOOTH STORAGE PARKING PERMIT *(Limited Availability)*					
Permit – No Electricity	$175	Permit – 20-amp	$235	Permit – 50-amp	$295

OUTDOOR BOOTH - PRICING		OUTDOOR VENDOR HOURS	
20 x 20 ft	$ 450	*Monday – Set Up 8:00 am – 8:00 pm*	Thursday – 10:00 am – 9:00 pm
15 x 30 ft	$ 475	*Tuesday – Set Up 8:00 am – 11:00 am*	Friday – 10:00 am – 9:00 pm
1,001 - 2,500 sq ft	$ 500	Tuesday – 11:00 am – 9:00 pm	Saturday – 10:00 am – 9:00 pm
2,501 - 4,000 sq ft	$ 525	Wednesday – 10:00 am – 9:00 pm	Sunday – 10:00 am – 5:00 pm
4,001 - 5,500 sq ft	$ 550		
5,501 - 7,000 sq ft	$ 575	**ELECTRICAL OPTIONS (limited availability)**	
7,001 - 8,500 sq ft	$ 600	20-amp - $60	50-amp - $120
8,501 - 10,000 sq ft	$ 625	*Additional Electrical Available Upon Request*	
10,001 sq ft +	$ 650	**FORKLIFT SERVICES** - $25 per usage	

Privilege contracts are granted on a one-year basis only.
The FAIR BOARD reserves the right to review each contract before a renewal is offered for the next year.

NO REFUNDS!

BROWN COUNTY FAIR STIPULATIONS:

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.
    - All raffles must be approved by the County Commission – contact the Fair Office PRIOR to the fair for this process
- 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.
- FOOD PRICES MUST BE DISPLAYED IN PLAIN VIEW OF THE PUBLIC. NO EXCEPTIONS!
- FAIR reserves the right to restrict menu items to only approved items.
- The sale of unlicensed or counterfeit products is illegal and not allowed and may infringe on someone's copyright or trademark and is punishable by law.
- Effective April 1, 2026, the City of Aberdeen annexed the Brown County Fairgrounds. As a condition of vendor contract approval, vendors are required to share gross receipts of products and services reported to the South Dakota Department of Revenue during Fair Week with the Brown County Fair Office by September 30th.

LIABILITY:

- FULL PAYMENT IS DUE MARCH 1st (or next business day if March 1st falls on a weekend). Payment plans can be arranged with the Brown County Fair office but MUST be arranged within one month after the issue date of your contract! All booth spaces must be paid in full prior to the start of the fair.
- Vendor shall maintain, at the Vendor's expense, policies of insurance in forms, amounts, types, and with companies reasonably required by the FAIR, including without limitation the following:
    - Worker's compensation and employer's liability insurance, in accordance with State Law.
    - All-risk and extended coverage casualty insurance, with limits of not less than $1,000,000 per occurrence
    - General comprehensive, public liability, and property damage insurance, with limits of not less than $1,000,000 per occurrence
- ALL vendors shall provide proof of the required insurance coverage listed above, 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 set up or sell without the required insurance.
- FOOD VENDORS are responsible for their booth meeting the State of South Dakota's regulations which apply to all temporary and mobile food service vendors.
- 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 representatives of the FAIR BOARD and/or STAFF shall have free access to said premises at all times.
- The 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 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 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.

- The FAIR 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"!
- While the areas are cleaned thoroughly throughout the day, Brown County Fair nor Brown County can guarantee zero exposure to viruses or flues, including but not limited to Covid-19 or its variant strains.
- 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 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 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 FAIR 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 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 damage 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.

INDEMNITY:

- The Vendor agrees to fully indemnify and hold the FAIR and the property of Brown County, including the leased premises, free and harmless from any and all claims, liability, loss, damage or expenses resulting from the Vendor's occupation and use of the premises, including but not limited to any claim, liability, loss or damage arising by reason of the following:
    - The death or injury of any person or persons, including the Vendor or any person who is an employee or agent of the Vendor, or the damage to or destruction of any property, including property owned by the Vendor or any person who is an employee or agent of the Vendor, and caused or allegedly caused by either the condition of said premises, or some act or omission of the Vendor or some agent, contractor, employee, or servant of the Vendor on the premises.
    - Any work performed on the premises or materials furnished to said premises at the request of the Vendor or any agent or employee of the Vendor; and
    - The Vendor's failure to perform any provision of this Contract or to comply with any requirement of law or any requirement imposed on the Vendor or the premises by any duly authorized governmental agency or political subdivision.

SETUP:

- All vendors must pick up their Vendor Packets in the Odde Office before they start setting up on Monday.
- ALL vendors (Indoor, Concessions, and Outdoor) may set up beginning at 8:00 am on Monday of Fair Week. Space assigned must be occupied by Tuesday, at 11:00 am and remain occupied until Sunday, at 5:00 pm as established by Fair Management**. **Concessions NOT participating in $2 Tuesday, cannot open until 3 pm on Tuesday****
- **Any vendor dismantling exhibits early on Sunday won't be given a contract the next year**.
- Concession Vendors may open Monday of Fair Week, if they choose.
- Any vendor leaving equipment on the fairgrounds or setting up before Monday will be charged an additional fee of $50.00 and utilities per day.

- Concessionaire booth space will be marked and charged based on the information VENDOR provides. VENDOR is responsible for providing accurate front footage for their booth. Please take into consideration any hitches or awnings that need to be included in front footage. ALL Concession Booths must remain within their 20-foot depth and the length agreed to in their lease.
- All buildings, tents, or enclosures put up under the terms of the contract must have the approval of the FAIR BOARD. Your stakes, stand or product must be within the marked lines of your lot. VENDOR is responsible for cleaning picnic tables surrounding their location. NO RELOCATION OF BOOTHS WITHOUT APPROVAL! (Contact the fair office and arrangements may be made if possible.)
- The FAIR BOARD reserves the right to control the use of sound systems, including musical instruments. They also reserve the right to request the booth layout to be changed if it is affecting the sales of other vendors.
- The Fair's Electrician must hook up and disconnect your booth (if you're hardwired into the building and cannot directly plug in). You must furnish your own extension cord(s).
- Indoor Vendors - 110 electrical provided, additional needs - contact the Fair Office for pricing. Extension cords are not provided.
- Any table and chairs needed for your booth is the vendor's responsibility to provide.
- Outdoor 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 display put up under the terms of their contract must have the approval of the FAIR BOARD. Your stands, staging or product must be within the boundaries of your booth.
- Outdoor Booths - Access to power is limited.

SERVICES:

- Camping is prohibited in concession & outdoor booth areas. All campers must be in a designated campground.
- The Fair has a camping waiting list for vendors. If you would like to be added to this list, contact the Fair Office. (Vendor camping is not guaranteed).
- Admission onto the fairgrounds is free; therefore, vendors are free to park in any available designated parking lot (no parking is allowed behind concessions).
- Any exhibitor needing a forklift for unloading or loading must make advance arrangements with fair management- $25 per usage. **Forklift services will not be available for Indoor Vendors during Sunday Load-Out until 6:30pm.**
- VENDOR is responsible for renting tables, chairs, cords, etc.
    - Contact Weismantel Rent-All (605) 225-5395.
    - Secure Wi-Fi access is included in the rental of a booth space and should be used for business purposes only.
- A gray water line runs behind concession booths. No wastewater will be allowed on the ground at any time, any place. Barrels for all waste grease are located at the NE corner of the Expo building and behind the fence east of the Clubhouse! Garbage must be picked up throughout the day to maintain the appearance of the fairgrounds! Please do not fill blue barrels will bulk trash (cardboard boxes). Our trash team can provide extra bags for these items to be set beside the barrels for pick up.
- 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 early or the gates without a vendor pass. The Brown County Fair will provide TWO vendor passes in each vendor packet. Extra vendor passes may be picked up at the Odde Office.

22-35-9. Misrepresentation of a service animal--Public accommodation—Penalty

An individual may not, directly or indirectly through statements or conduct, intentionally misrepresent an animal in that individual's possession as a service animal in any place of public accommodation to obtain any rights or privileges available to an individual who qualifies for a service animal under state or federal law, knowing that the individual is not entitled to those rights or privileges.

A violation of this section is a Class 2 misdemeanor.

For purposes of this section, "service animal" means a dog that is trained to do work or perform tasks for the benefit of an individual with a disability, as set forth in 28 C.F.R. § 36.104 (January 1, 2026), provided the work or tasks performed by the dog are directly related to the individual's disability. The crime deterrent effects of a dog's presence and the provision of emotional support, well-being, comfort, or companionship do not constitute work or tasks.

Source: SL 2026, ch 110, § 1.

TEMPORARY FOOD SERVICE ESTABLISHMENT

https://sdlegislature.gov/Rules/Administrative/44:02:07:93

44:02:07:93. Temporary food service establishment. A temporary food service establishment consists of a temporary food stand set up in a fixed location during a temporary event that does not exceed 14 days. A temporary food service establishment must comply with all the requirements of this chapter, except as otherwise provided in this section. The regulatory authority may impose additional requirements to protect against health hazards related to the conduct of the food establishment as a temporary operation and may prohibit the sale of some or all potentially hazardous food. The regulatory authority may, if no health hazard will result, waive or modify requirements of this chapter. A temporary food service establishment must meet the following requirements:

(1) Menu items for a temporary food service establishment will be reviewed individually and will be approved by the department dependent upon the facilities provided. Only those foods requiring limited preparation and handling may be served;

(2) All foods must be prepared in the temporary stand or secured from an approved source;

(3) Potentially hazardous food must be stored, cooked, held, and reheated to the proper temperatures identified in §§ 44:02:07:26 to 44:02:07:36, inclusive;

(4) Ice used in the temporary stand may be obtained only in chipped, crushed, or cubed form in plastic or wet-strength paper bags filled and sealed at the point of manufacture and until it is dispensed must be stored in these bags to prevent contamination;

(5) Dry storage items must be stored 15 centimeters (6 inches) above the floor on pallets or shelving and protected from contamination;

(6) Adequate cold storage must be provided either by refrigeration units or insulated containers to keep potentially hazardous foods at the required temperatures as specified in § 44:02:07:26;

(7) Only single-service articles may be provided to the consumer;

(8) A temporary stand must be constructed of wood, canvas, or other material that effectively protects the food service area from the weather and other elements, such as dust and debris;

(9) The floor in the temporary stand must consist of concrete, machine-laid asphalt, wood, or other similar cleanable material that covers the entire food service area;

(10) All work surfaces used for food preparation must be nonabsorbent, easily cleanable, and durable;

(11) A safe and adequate supply of hot and cold water must be provided;

(12) A handwashing sink, or a temporary handwashing setup must be provided along with hand soap and paper towels. A temporary handwashing setup requires a minimum of a two-gallon insulated container with a spigot, filled with hot water, and a catch basin;

(13) A three-compartment warewashing sink or a temporary warewashing setup large enough to accommodate all utensils and equipment must be provided. A temporary warewashing setup requires three plastic tubs or pails for washing, rinsing, and sanitizing;

(14) Adequate drainboards must be provided to air-dry all utensils and equipment; and

(15) Wastewater generated in the stand must be disposed of in a sanitary sewer system or suitable storage device.

Source: 23 SDR 195, effective May 26, 1997.

General Authority: SDCL 34-1-17, 34-18-22.

Law Implemented: SDCL 34-18-17, 34-18-18, 34-18-19, 34-18-22, 34-18-25.