

# BROWN COUNTY FAIR

## CONCESSIONS BOOTH STIPULATIONS

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### 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. No tobacco products shall be sold on the Brown County Fairgrounds. HELIUM BALLOONS ARE NOT ALLOWED ON THE FAIRGROUNDS!
- FOOD PRICES MUST BE DISPLAYED IN PLAIN VIEW OF THE PUBLIC. NO EXCEPTIONS! VENDOR shall have a return or refund policy posted, visible to potential customers(not applicable to concessions).

#### Liability:

- FULL PAYMENT IS DUE ONE MONTH AFTER THE ISSUE DATE OF YOUR CONTRACT! **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! Booth prices are listed below.**
- Any booth serving food for sale or give-away shall furnish proof of liability insurance in the amount of \$1,000,000.00 coverage naming Brown County as additionally insured during the week of the fair. *Proof of insurance must be received by August 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. Questions: <http://doh.sd.gov/documents/Food/tempfood.pdf>
- 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 BOARD.
- The 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 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:**

- Concessionaires 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. Vendors may open Monday of the Fair but vendors MUST be open by Tuesday of the Fair by 11:00 am. 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.
- 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 buildings, tents, or enclosures put up under the terms of this 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! (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.
- THE FAIR'S ELECTRICIAN MUST HOOK-UP AND DISCONNECT YOUR BOOTH. You must furnish your own extension cord(s).

**Services:**

- Camping is prohibited in concession area. All campers must be in a designated campground.
- 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 providing tables, chairs, cords, etc.
  - Secure WiFi access is included in the rental of a booth space.
- A gray water line runs behind booths numbed 300 and up. No wastewater will be allowed on the ground at any time, any place. Barrels are provided at the NE corner of the Expo building for ALL waste grease! Garbage must be picked up throughout the day to maintain the appearance of the fairgrounds!
- 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 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.

BOOTH PRICING	
10' to 15'	\$800
16' to 20'	\$900
21' to 25'	\$1100
26' to 30'	\$1200
31' to 35'	\$1350
36' and up	\$1500

**CONCESSIONS HOURS OF OPERATION**

Monday Tuesday Wednesday Thursday Friday Saturday Sunday	After set up 11:00 am – 11:00 pm 11:00 am – 11:00 pm 11:00 am – 11:00 pm 11:00 am – 11:00 pm 11:00 am – 11:00 pm 11:00 am – 5:00 pm	<b>Concessionaires may open after set up on Monday at any time. Concessionaries may also open before 11:00 am and remain open after 11:00 pm if desired. However, concessions must close by 5:00 pm on Sunday.</b>
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