

Brought to you by Lancaster County Agricultural Society, Inc., a 501(c)(3) non-profit

Thursday, Aug 1 – Saturday, August 10, 2024 10-DAY OUTDOOR COMMERCIAL VENDOR APPLICATION

Note: Changes from last year or important to note

Company Name:		Nebraska State Tax	x ID#:
Mailing Address:			
City:	State:	Zip:	Phone: ()
E-Mail:			Website:

Please Circle: Corporate/Business or Non-Profit/Government/Home-Based Business Small to large equipment-sized booth spaces are available outdoors along pedestrian walkway between Carnival & Pepsi Main Stage/Attraction Zone for all 10 days of the fair. (Requests for fewer days will only be honored after July 1st if space available.) Vendors interested in just the first 4 days should use the Indoor or Food Vendor Applications. **Product/Service Categories**** Please describe your product(s)/service(s) in detail, including brand name, and a short description of what your booth space will look like. If possible, include photograph for new Vendors or new booth design. Food & beverages to be prepared on site—must submit a **Super Fair Food Vendor Application** instead.

Authorized Contact: ***	Title:
E-Mail:	Contact Cell Phone: ()

TERMS OF RESERVATION: Deposit due with application. By signing below you acknowledge reading and agreeing to the Terms of Payment and Cancellation Refunds attached to this application.

**Fair management reserves the right to limit the number of Vendors with similar products/services and approve type of merchandise/services appropriate for family-oriented fair.

***This person will receive ALL of our mailings and must be authorized to commit your company to an exhibit space or to pay for any requested services.

I have read and fully understand all parts of this show information packet and agree to abide by the rules and regulations governing the show.

Signed by_

Booths	Corporate Business	Non-profit, Govt. Org or Home Based Business*
10 x 10	\$350	\$200
10 x 20	\$600	\$350
10 x 30	<mark>\$850</mark>	N/A
10 x 40 or 20 x 20	\$1,100	N/A
Corner Premium	\$25	Per corner
Refundable Deposit required in addition to booth rent <mark>less any</mark> <mark>damages or penalties</mark>	\$300	\$150
damages or penalties **Must submit Non-Profi	t Certificate wi	th application.

Call Anjanette Rief at Sandhills Global Event Center 402.441.1828 for more information. Date____

Booth Price Includes:

- Free Vendor parking passes in designated parking lot (must be limited to booth staff actively working).
- Listing on the Super Fair Vendor Show map at **SuperFair.org** with company website and phone number.

Special thank you to our Vendors: one N/C high speed wireless (50MBps) connection per booth for entire Super Fair (\$100 savings)

This application available online at SuperFair.org (→Get Involved→Be A Vendor)

Mail Contract and Deposit to or stop by M-F, 8-5 at: Sandhills Global Event Center Attn: Super Fair Vendor Coordinator: Anjanette Rief 4100 N. 84th Street Lincoln, NE 68507 Phone: 402.441.1828

10-Day Outdoor Vendor Schedule				
Move-In Hours		Move-Out Hours		
Tuesday, July 30, 2024 Wednesday, July 31, 2024	4pm to 7pm 8am to <mark>8pm*</mark>	Saturday, August 10, 2024 Sunday, August 11, 2024	10pm to Midnight* 8am to Noon	
*Booths must be set up by 8pm on Wednesday July 31, 2024 or you will lose your damage deposit.		*No Electric or Security past midnight on Sat Aug 10 th		
Show Hours**		No fork-lifts allowed (contact An	janette Rief if needed)	
Thurs, Aug 1 – Sun, Aug 4, 2024 Mon, Aug 5 – Thu, Aug 8, 2024 Fri, Aug 9 – Sat, Aug 10, 2024	10am to 8:30pm 5pm to 9pm 10am to 8:30pm	**Your booth must be staffed during all show hours or you will lose your damage deposit & at risk of not being allowed in future fairs.		

Booth Size and Cost Information

	ocation and size. Some adjustments m	t fair management discretion. If your cho ay be necessary to meet show requirem	
1st Choice Zone	2nd Choice Zone	3rd Choice Zone	
Is there a trailer, equipment or otl (Note: early move in/late move ou		of your booth space or display? Yes	No
Size of trailer/equipment:			
Number of Parking Hang Tags for	free fair gate entry for your staff to be	handed out during set up time: #	
Tables, chairs and tents will not be	e supplied by SGEC or Lancaster Count	y Super Fair.	
• •	1 9 1 9 9	't. or home-based) with Vendor applicat d conditions of contract being followed.	ion to reserve your Vendor booth to be
	ticipation Deposit Amount (\$300 or \$1)	50)	
Send logo or artwork by July 1 st , 2024	to ARief@SandhillsGlobalEventCenter.or	9	
	l design (other sizes please ask) Qty: $_$	x \$110 = \$	
4. Electrical connection (Connection	n = one cord including power strip)		
110v (20 amp) x \$90			
208v (50amp) x \$180			
208v 3 phase (50amp) x \$18	30	= \$	
5. TOTAL COST (add Lines 1–4)		= \$	
PAY BY CASH OR CHECK (S	See credit card option to follo	w)	
6. TOTAL BALANCE DUE by June 22	8, 2024	= \$	Payments after June 29, 2024:
7. AMOUNT PAID by cash/check wit	7. AMOUNT PAID by cash/check with application (Minimum Line 1)		
8. Remaining balance due (Line 6 – Line 7) = \$			vendor fee and Vendor may lose
-		Due June 28 th , 2024	reserved spot if spaces sell out
Office Use Only			
Security Deposit	Payment #1	Payment #2	Payment #3
Date Received: Date Received:		Date Received:	Date Received:
\$ Amt Received:	\$ Amt Received:	\$ Amt Received:	\$ Amt Received:
Ck# or Cash	Ck# or Cash	Ck# or Cash	Ck# or Cash
Balance Remaining:	Balance Remaining:	Balance Remaining:	Balance Remaining:

OR

PAY BY CREDIT CARD OPTION (full payment upon application only)

9.	TOTAL COST from Line 6.	= \$
10.	4% credit card fee (Line 9 x 4%)	= \$
11.	TOTAL COST PAID BY CREDIT CARD (Add lines 9 + 10)	= \$

Office: Use credit card information sheet as needed if credit card not available to swipe. Attach copy of credit card slip to this application.

10-Day Outdoor Vendor Terms & Conditions

Keep a copy of this for your records

Note: Fair refers to Lancaster County Super Fair.

VENDOR DEPOSIT & PREPAYMENTS

Upon reservation of booth space, Fair is requiring that a security deposit which will 1. Reserve your booth space, 2. Act as damage deposit and 3. Act as a Vendor participation deposit. For corporate/non-profit groups, Fair will return deposits in manner paid within 10 days after the Super Fair to allow time for inspection for damage and processing time. Periodically throughout the Fair and on move-out day, a Fair representative will be in the building checking to make sure all booths are staffed throughout all published open hours and through moveout time.

TERMS OF PAYMENT/CANCELLATION POLICY

Credit card payments are due in full upon reservation. Cash or Check payments require a minimum of the deposit upon application and the total balance paid by June 28, 2024 to reserve space. If Vendor 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. A 50% administrative charge will apply to refunds from June 1 to June 30, 2024. NO REFUNDS will be made starting July 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.

CUSTOM BOOTH CONSTRUCTION

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. Signs must be professionally done. Custom displays should be about 6" narrower than actual space specifications to insure proper fit. 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 Sandhills Global Event Center (Fair), or its floors, walls, etc. Nothing will be attached to the floor. All exposed edges of carpeting or floor covering must be taped down. Landscapers must put a protective barrier between landscaping materials and carpeted areas. All sharp or dirty portions of exhibit on provided carpet must be on plywood or cardboard to avoid damaging carpet. Absolutely no chemicals/paint to be sprayed on carpet other than water. Professional standards pertaining to appearance, materials and signage eliminate the use of used or scrap lumber, "blue tarps"/tarpaulins and handwritten signs. Continued participation in the Fair is dependent upon conformation with these standards.

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. The Lancaster County Super Fair shall 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 Fair 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.

Each exhibit will comply with the laws of the State of Nebraska and with all ordinances and regulations of Lancaster County and the City of Lincoln and Lancaster County Super Fair. Vendor agrees to display only products and services which are sold by their organization in the regular course of business. Fair officials reserve the right to eject or prohibit any exhibit, in whole or in part, or any Vendor or their representatives which it considers not in keeping with the character of the Fair, with or without giving cause. If cause is not given

for ejection of an exhibit or Vendor, liability shall not exceed the return to the Vendor the amount of rental unearned at the time of the ejection. If ejection is for violation of these rules and regulations or for a stated cause, no return of rental fees shall be made.

ADA COMPLIANCE

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

COMBUSTIBLE MATERIALS

Combustible products cannot be used without prior written approval. All flammable material must be fireproofed. Any gas grills or fireplaces in use must meet the approval of management and the Fair before and during the Fair. Display vehicles must have one battery cable disconnected with end taped, gas caps locked and taped and no more than a 1/2 tank or 10 gallons of gas (whichever is less). All fueling must occur outside the building. Vehicles cannot be moved during the show, only during setup/tear down when not open to the general public.

ELECTRICAL

No electrical service will be furnished by Super Fair unless specifically granted in the Agreement. Super Fair 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.

MOVE IN & MOVE OUT

No move-in, rearrangement or adjustment may be done after end of move in hours. NOTE: Additional facility services ordered on first day of fair will be delayed in delivery due to opening of entire fair-be sure to preorder. Vendors will unload and load only at designated areas. Vehicles must be unloaded and loaded quickly and then immediately moved from the unloading and loading areas. Any vehicle left parked in these areas will be towed at owner's expense. Heavy materials or equipment will not be dragged, skidded, or rolled over the floors, but carried or moved in on wheels. Outside drop-off is at no charge but must be with approval and coordination with a Fair Operations Manager and Fair management. The Fair management will retain the deposit of anyone who moves in late or attempting to move out early. It is highly recommended that all small items, merchandise, lighting fixtures and other portable equipment be removed immediately after the show closes. Very limited vehicle access on Sunday to FR8Star Pavilion, including FR8Star Pavilion Courtyard on West side only after 8 pm due to animal move-out & no vehicle access on N side due to carnival until after 10pm. EXHIBITS MUST BE REMOVED BY END OF MOVE-OUT HOURS. If any accounts against the Vendor have not been paid in full prior to the end of the show, no items exhibited shall be removed from the building until full settlement is made. In case of attachments or other legal proceedings, Fair officials reserve the right to take charge of the Vendor's props and properties.

PARKING

Ample, free parking is available in designated LOT K Indoor Vendor parking area with provided Fair Indoor Vendor parking hangtags. Vendors must use designated Vendor Parking areas once the Fair begins. Violation of the posted "No Parking" signs or Vendors parking outside of the designated Vendor Parking areas shall subject vehicle to towing and impoundment. Parking hangtags may not be used except by Vendor staff working a booth.

FAIR SERVICES

A schedule of rates will be sent to all Vendors covering electricity, wireless internet access, and furniture rental. Vendors will be billed for these services at reasonable and uniform rates. Any Vendor who wishes to hook up to the Fair's gas line must call the Fair Director, Nate Dowding, for a quote and confirm availability. It is the responsibility of the Vendor to place their order with Fair management no later than 45 days in advance.

CARE OF EXHIBIT SPACE

Vendor will conduct Vendor's business in a quiet and orderly manner, keeping the premises neat and clean. Vendor shall keep the grounds in the front, rear and both sides of premises free from trash, rubbish and litter. Fair 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 cooperate by maintaining their exhibits throughout the show in perfect 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.

GARBAGE & 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 per City ordinance.

FAIR/FACILITY SIGNAGE

No SGEC, Super Fair or Fair sponsor display material, banner or equipment may be removed for any reason. If any item is removed, there shall be a \$250 fee for replacement of said item.

SELLING PRODUCTS

Retail selling of products over-the-counter on a carry-out basis must be included on Indoor Vendor application at the time of requesting space. Orders may NOT be taken for merchandise or service to be delivered or rendered at a future date without prior written approval. Vendors are required to be aware of and compliant of local and state tax and other applicable laws. For more information on sales & use tax and income tax & withholding laws that apply to events, please see information guides for "Sales at Special Events" at www.revenue.ne.gov or Nebraska Department of Revenue at 402-471-5729.

FOOD & BEVERAGE

No outside food or beverages can be brought to the Fair including coolers and deliveries of prepared food from outside food establishments due to health/fire code rules and due to competing with non-profit Fair & 4-H concessions. Alcoholic beverages can only be consumed when sold by the Fair in designated areas. No sales or sampling of food products from Vendor booths will be permitted without prior approval from Fair. As required by the Fair, any Vendors giving samples of their (made or purchased) food product must have a level IV food handlers permit and/or catering permit on file at the Fair and a signed agreement and/or statement stating that it shall be 2 oz. sample ONLY with one sample per customer and said statement on file at Fair. Food samples that are being handed out must be made in a commercial kitchen. All Vendors who are handing out food samples must have a hand washing station. Food sampling vendors are responsible for displaying their Dept. of Health Food Handlers Permit and Fair Outside Food Vendor Permit. All arrangements shall be agreed upon not less than 14 days PRIOR to Show. If an agreement is not on file, the Fair reserves the right of refusal. No bottled water, soda or full cups of coffee may be given. Vendors are restricted to less than 202. pre-approved samples only. FOOD VENDORS PREPARING FOOD & BEVERAGE FOR SALE BEYOND 2 OZ. SAMPLES MUST COMPLETE A SUPER FAIR FOOD VENDOR APPLICATION—NOT THIS APPLICATION.

LITERATURE & SOUVENIRS

Printing, advertising, souvenirs, etc., may be distributed by Vendors from their own space only. Any objectionable advertising will not be permitted at discretion of Fair management. Giveaways will not be of noise or mess-making variety. All such gifts are subject to prior approval by Fair management. Vendors must confine all sales activities to their own exhibit space.

PRIZES, DISCOUNTS & DRAWINGS

Drawings for giveaways, prizes, discounts, etc., must be registered and approved by Fair management. A list of all recipients, winners, etc., must be supplied to the Fair officials before the end of the Fair.

UNOCCUPIED SPACE

If Vendor fails to occupy space contracted for or fails to comply with all the terms of the agreement, the Show officials have the right to rent such space to any other applicant without releasing the Vendor from paying the sum agreed upon in their Show contract. No refunds will be made. Vendor shall not assign, share or SUBLET the whole or any part of their space without written permission from Fair Management.

EVENTUALITIES

In the case the Fair shall be destroyed by fire, other elements or by any other cause, or in case other circumstances make it impossible for the Fair officials to permit the contracted space to be occupied by the

Vendor, the Fair contract shall terminate, and the Vendor shall waive any claim for damages or compensation. In case of strikes, acts of God, the authority of law or any cause beyond their control, the Fair officials, Fair and their employees shall not be held liable for the fulfillment of the rental contract of space. Vendors hereby waive any claim for damages or compensation.

MISCELLANEOUS

Speakers, radios, televisions or noise which is of sufficient volume to be annoying to other Vendors or fairgoers will not be permitted. No animals are allowed on the show floor.

LIABILITY

Neither the Lancaster County Agricultural Society, the Lancaster County Fair committee nor Sandhills Global Event Center 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 prior, during or subsequent to the period covered by the Fair contract. Upon signing this contract, the Vendor expressly releases the foregoing named except if and to the extent directly attributable to the fault, negligence, error, omission or action of Lancaster County Agricultural Society, the Lancaster County Fair committee, Sandhills Global Event Center or any of their subcontractors, employees or representatives. Fair management is not liable for any valuables left unsecured at any time during or outside of show hours.

The Vendor agrees to defend, indemnify and save harmless Lancaster County Agricultural Society, the Lancaster County Fair nor Sandhills Global Event Center, 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 Vendor, its employees, or its agents.

INSURANCE REQUIREMENT

By June 1st, 2024, Vendor shall procure and maintain coverage for the Lancaster County Super Fair from July 30 to August 11, 2024 (including move-in and move-out dates), the insurance coverages, endorsements, and limits reflected on the example Certificate of Insurance attached with correct legal name & address of Lancaster County Agricultural Society, Inc. ("Ag Society"). Please give your insurance agent the attached COI example and below is explanation to provide them as well to get the right certificate the first time:

- <u>Additional Insureds</u>. The Commercial General Liability and Excess Liability policies shall name Vendor as the insured and the Ag Society and its officers, directors, employees and agents as additional insureds on a primary and non-contributory basis.
- <u>Waivers of Subrogation</u>. The Commercial General Liability and Excess Liability policies shall waive subrogation against the Ag Society and its officers, directors, employees and agents.
- **Insurer Rating**. All Insurance required by this Agreement shall be placed with an insurance carrier with an A.M. Best's Financial Strength Rating of A or better.
- <u>Certificate of Insurance</u>. At least 60 days prior to Client's Event, Client shall provide Ag Society with a Certificate of Insurance evidencing Client's compliance with the Insurance requirements of this Agreement.
- <u>Changes to Ag Society's Insurance Requirements</u>. If Ag Society's insurers alter the insurance coverages the insurers require be in place for events, Ag Society will provide Vendor with notice of such changes as soon as reasonably practicable, and Vendor agrees to use its best efforts to obtain Insurance that satisfies such changes in coverage.

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 <u>https://unicogroup.com/coversmart-special-events</u>

Sandhills Global 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.

BREACH OF CONTRACT

The Vendor shall comply with these Vendor Terms & Conditions. In the event the Vendor fails to comply with any of the following conditions the Event Center may treat the Vendor as being in breach of this contract and at its option, may re-let the space to an alternate Vendor for the remaining term of this contract, remove the Vendor from the premises, placing any exhibits, supplies and materials in storage to be disposed of as the Event Center deems fit and/or retain all consideration paid as forfeiture.

AMENDMENTS

Show officials and committee shall have full power to interpret or amend these rules and to make additional rules in the best interest of the Fair. The Vendor agrees to accept and abide by such rules.

YOUR SUPER FAIR CONTACTS:

- 1. Vendor Coordinator: Anjanette Rief ARief@SandhillsGlobalEventCenter.org or 402.441.1828
- 2. Super Fair Coordinator: Sara Juengel SJuengel SandhillsGlobalEventCenter.org or 402.441.1827
- 3. Super Fair Director: Nate Dowding NDowding@SandhillsGlobalEventCenter.org or 402.441.1817
- 4. SGEC Operations Director: Ron Bohaty RBohaty@SandhillsGlobalEventCenter.org or 402.441.1812

ATTACHMENTS:

Certificate of Insurance sample- give to your insurance agent to avoid paying to revise your certificate if not correct.