



SCOTT COUNTY AGRICULTURAL SOCIETY

Vendor Manual

“The Five Best Days of Summer”

7151 190th Street West, Suite #145

Jordan, MN 55352

www.scottcountyfair.com

952.492.2436 Fax: 952.492.5442

Wednesday, July 24 - Sunday, July 28, 2019

Vendors:

Please read this Vendors' Manual carefully. It outlines many important terms and conditions governing the leasing of space at the Scott County Fair. The information contained in this manual and the space lease agreement was established for the benefit of our participants and the general public. The term "**Commercial Vendor**" refers to all participants making reservations with a Commercial Space Rental Lease Agreement. The term "**Outdoor Vendor**" refers to all vendors making reservations with an Outdoor Space Rental Lease Agreement. The term "**Food Vendor**" refers to all those making reservations with a Food Concession Lease Agreement. The term "**Authority**" refers to the Scott County Fair Board and/or its representative(s). The term "**Event**" refers to the Scott County Fair.

SET UP DAY:

Tuesday, July 23...9:00 am – 9:00 pm

FOOD / OUTDOOR VENDORS:

Units may begin to set up on Monday and during the above hours. Please contact Fair Administrator upon arrival.

ADVERTISING

The Authority will immediately remove signs or advertising matter of any kind deemed objectionable by the Authority without liability or damage thereof. The Authority shall be the sole decider as to what is objectionable, and all such decisions shall be final. The Authority reserves the right to regulate the type and location of all posted signs.

CANCELLATION / REFUND POLICY

Should a vendor find he or she is unable to participate in the event, and request a refund; cancellation of contract and request for refund must be made in writing. An administration fee of \$50.00 will be charged to any vendor canceling his or her contract at any time for any reason. Refunds may be returned provided that the space is resold prior to July 1, but no refunds will be made after July 1.

CHECK IN

All OUTDOOR/FOOD Vendors are to check in with the Fair Administrator before taking up occupancy of the assigned space. Commercial vendors should also check in at the Fair Office to receive parking passes.

CHECKS

CHECKS ARE TO BE MADE PAYABLE TO: SCOTT COUNTY FAIR.

COMMERCIAL/OUTDOOR VENDORS

BOOTHS MUST BE STAFFED AT ALL TIMES during designated Building Exhibit Hours.

Any item or structure placed upon a leased facility or area shall conform to and be operated in compliance with requirements of the Authority, Public Health Agencies, and all other Local, State, and Federal laws, rules, and regulations. Commercial Vendors are responsible for keeping their space(s) clean and free from debris. Waste receptacles will be positioned in close proximity to the commercial building and other areas.

For security purposes of our Vendors, the commercial buildings will remain locked until official display hours, other than during setup hours on Tuesday, July 23.

COMMERCIAL BUILDING DISPLAY HOURS

Wednesday, July 24	12:00pm – 10:00pm
Thursday, July 25	10:00am – 10:00pm
Friday, July 26	10:00am – 10:00pm
Saturday, July 27	10:00am – 10:00pm
Sunday, July 28	11:00am – 6:00pm

ALL COMMERCIAL EXHIBITS MUST BE OPEN AND STAFFED DURING THESE HOURS.

CONTRACT

To reserve space, the contract for Commercial Vendor and/or Outdoor Vendor space must be completed, properly signed and returned with required documentation, deposit check and payments. When the contract is received and approved, an "Authority" representative will sign it, and a confirmation will be sent to the Vendor.

IT IS THE VENDOR'S RESPONSIBILITY TO READ AND COMPLY WITH THE PROVISIONS AND RULES OF THE SCOTT COUNTY FAIR SPACE LEASE AGREEMENT AND THE VENDOR MANUAL. VENDORS MUST ALSO INFORM ALL OF THEIR PERSONNEL ASSOCIATED WITH THEIR RENTAL SPACE ABOUT FAIR RULES AND REGULATIONS. **A COPY OF THIS MANUAL SHOULD BE KEPT IN THE RENTED SPACE AT ALL TIMES.**

Vendors must submit a list of all items to be sold, displayed, advertised, promoted, or demonstrated with their Space Rental Lease Agreement. Any item in a Vendor's space, not authorized per contract, is subject to removal at the Authority's discretion. **All prices and whether sales tax is included must be clearly displayed.**

The Authority reserves the right to limit the sale of any items, which are deemed inappropriate to the family atmosphere of the event. Any item found to be inappropriate, whether advertised or offered for sale by a Vendor shall be immediately withdrawn and removed from the premise at the request of the Authority. If it is not removed immediately, the Authority may close said leased space and remove Vendor without liability.

Obstructing passageways, in any manner, is not permitted. Vendors must confine themselves and employees to the space assigned.

DEPOSITS

A **SEPARATE CHECK** is required for Indoor Commercial Vendors in the amount of \$100.00 for an Early Dismantling & Contract Agreement Deposit. This un-cashed check will be returned to you on Sunday at 6:00 pm **before** you may dismantle your booth, on **the condition that your booth has remained staffed for the entire fair and you are not tearing down early**. Your exhibit space will NOT be reserved without the Early Dismantling & Contract Agreement Deposit sent in the form of a **SEPARATE CHECK**.

DISPUTES

The Authority shall be the final arbiter of any disputes involving Vendors. The Authority may delegate this authority to the Fair Administrator and at least two directors. No promises, representations, agreements, or conditions have been made or agreed to which are not stated fully on the Vendor's contract or in the Vendor's manual.

ELECTRICITY

Due to the location of electrical outlets, both inside and outside, it is suggested that you bring adequate **approved** extension cords with you, and enough rubber matting to cover your cords.

The Authority will only provide the service that is available. Any wiring or special outlets needed by the Vendors require Authority approval prior to work being done and any work done will be at the Vendor's expense. There will be an electrician "on call" during set-up days. Charges for labor and materials supplied by the electrician shall be paid at the time the service is performed, according to the rates the electrical contractor has established for such services and materials.

ELECTRICAL INSPECTIONS

*All Outdoor Vendors **MUST** undergo an electrical inspection prior to opening for business. State Electrical Inspectors will be on site during set-up times.

You will receive a copy of a Minnesota State Board of Electricity pamphlet. **FAMILIARIZE YOURSELF WITH THE INFORMATION AND THE REQUIREMENTS SET FORTH IN THE PAMPHLET.**

FOOD VENDORS

All Food Vendors must be familiar with and comply with all Scott County and/or Minnesota Health Department regulations. Food Vendors must post their food license and menu listing the prices they charge for each item being sold and state that sales tax is included in the price.

FOOD VENDOR HOURS

Wednesday, July 24	12:00pm – 11:00pm
Thursday, July 25	10:00am – 11:00pm
Friday, July 26	10:00am – midnight
Saturday, July 27	10:00am – midnight
Sunday, July 28	11:00am - 6:00pm

FOOD VENDORS MUST BE STAFFED AND OPERATING DURING THESE HOURS.

(These are the minimum hours.)

VENDORS ARE ENCOURAGED TO OPEN EARLIER AND REMAIN OPEN LATER.

FOOD VENDORS (CONT.)

UNDER NO CIRCUMSTANCES IS GREASE TO BE Poured INTO TRASH BARRELS, DUMPSTERS, OR DRAINS. ALL USED FRYING OIL/GREASE IS TO BE PUT INTO SEALED CONTAINERS AND SET NEXT TO DUMPSTERS by 6:00am FOR MORNING DISPOSAL. The containers must be labeled "Used Frying Oil – Handle Carefully."

All Food Vendors should notify their suppliers to make deliveries before 10:00 am to ensure the delivery vehicles are off the premises before foot traffic gets heavy.

Each Food Vendor is responsible for keeping the area around his or her contracted space free of debris. Waste receptacles will be periodically emptied throughout the day. If receptacles are in the Food Vendor's area need emptying before the fair crew makes its rounds, the event office should be notified.

*All ice used throughout the duration of the event is purchased through the Scott County Fair office by calling (952) 492-2436. Deliveries will be made to Vendor locations.

FREIGHT DELIVERY

No facilities are available on the Fair Site for the storage of equipment and/or merchandise. When making arrangements for any shipments, you should specify the location of your exhibit. The address label on the package should contain the Vendor's name and/or company, Commercial Building, or Food Vendor's Row, c/o Scott County Fair, 7151 190th Street West, Suite 145, Jordan, MN 55352.

DO NOT have any items shipped to arrive before your own arrival at the fair site. C.O.D. shipments WILL NOT BE ACCEPTED AT ANY TIME. All Vendors must arrange for pre-payment before delivery or be on-hand when the shipment arrives.

INSURANCE

*ALL Vendors must have general public liability insurance for \$300,000.00 per person/\$1,000,000.00 per occurrence, and Worker's Compensation Insurance as per State statute.

ALL Vendors must submit a Certificate of Insurance with their application. If a Certificate of Insurance is not on file in the Authority office by July 1, Vendor will be charged for event insurance.

*Commercial Vendors may purchase liability insurance through the Authority, at the current rate listed on the lease agreement for the five (5) days of the Fair. Request and payment in full **MUST BE MADE** with the initial Space Rental Lease Agreement.

**ALL CERTIFICATES OF INSURANCE MUST LIST "ADDITIONAL INSURED" AS FOLLOWS:
SCOTT COUNTY FAIR**

NO COMMERCIAL, OUTDOOR, OR FOOD VENDOR WILL BE ALLOWED TO SET UP WITHOUT SUPPLYING A PROPERLY EXECUTED CERTIFICATE OF INSURANCE.

LIABILITY

The Vendor agrees to save and hold harmless, the Scott County Fair and Scott County Agricultural Society, and its officers from any debt, liability, or judgment incurred for any cause of action, claim or damage, liability, cost or expense to persons or property resulting directly or indirectly from the acts or omissions, merchandise sold, presence or operation of said vendor, its agents or employees, on the Scott County Fair site before, during, or after the Scott County Fair.

The Scott County Fair and Scott County Agricultural Society shall not be responsible for any injury to a person or persons of the Vendor, its employees or agents; from any cause whatever arising from the performance of his or her contract; and the Vendor, in signing the contract, expressly releases the Scott County Fair and the Scott County Agricultural Society from any and all claims for such loss, damages, or injuries. Under no circumstances are the Authority, its officers, or employees responsible for any item(s) lost, stolen, or damaged on the Scott County Fair site before, during, or after regular fair hours.

MOVE IN

Commercial Vendors must move into a commercial building between 9:00 am and 9:00 pm on Tuesday, July 23. Commercial buildings will not open early for Wednesday morning set-up. All Commercial Vendors **must open at 12:00 pm on Wednesday, July 24.** Outdoor/Food Vendors may place their units in designated locations beginning Monday, July 22. **FOOD VENDORS** must check in with Fair Manager upon arrival. All **OUTDOOR/FOOD** Vendors **must be open by 12:00 pm on Wednesday, July 24.**

MOVE OUT

Commercial Vendors and Food Vendors are not to start "tear down" procedures until 6:00 pm on Sunday.

\$100 DEPOSIT CHECKS WILL ONLY BE RETURNED TO INDOOR VENDORS WHO REMAIN SET-UP UNTIL 6 PM SUNDAY NIGHT, AND WHO UPHOLD THE REQUIREMENTS OF THE CONTRACT. EARLY TEAR DOWN MAY ALSO RESULT IN DENIAL OF FUTURE CONTRACTS.

To allow time for the general public to safely exit the Fair Site, no vehicles will be permitted to enter the south side of the Commercial Buildings until the majority of the foot traffic is cleared (generally 6:30 PM).

All or any part of booths, stands, equipment, and/or supplies used by a Vendor, that is not removed from the Scott County Fair site within two (2) days from the closing of the event and arrangements have not been made with fair staff, shall be deemed abandoned and become the property of the Authority without notice.

PARKING PASSES

Commercial/Outdoor/Food Vendors wishing to park in the Commercial Vendor Parking Lot need to pre-purchase a COMMERCIAL PARKING PASS that is good for the 5 days of the Fair and permits parking in the Commercial parking lot. Each vehicle will need a pass. Daily booth employees may choose to purchase a daily parking pass and park in general parking.

Commercial Passes **MUST BE PROMINENTLY DISPLAYED** at all times when entering the Fair Site, and when your vehicle is parked in the lot. Vehicles left in the Commercial Lot without a pass displayed will be towed at owner's expense. **Lost or stolen passes will NOT be replaced. It is advised that vehicle doors be locked at all times.**

RENEWAL POLICY

In order to attract and maintain high quality Vendors, the Authority will review all Vendors annually. Participants from the prior year's Fair are offered the opportunity to renew their space rental contracts based on this evaluation. The Authority reserves the right to refuse to renew any space rental contract, when in the sole discretion of the Authority, such action is in the best interest of the Event and its patrons.

Commercial/ Outdoor/ Food Vendor Lease Agreement renewals are normally made on the basis of a renewal for the same purpose, products and ownership as in prior year. Grounds or space alterations or other changes may make it necessary to eliminate certain previously available space from one year to the next. In such instances, the Authority reserves the right to offer substitute locations. The Authority reserves the right to not renew any space lease agreement where the Commercial/ Outdoor/ Food Vendor has violated any regulations of the event or any local, state, or federal law.

RENEWAL PROCEDURE

Prior to March 1, the Fair Administrator will send out applications to approved Vendors from the prior year. Applications must be returned, with the necessary deposits, by the time specified, to guarantee renewal. Requests to change locations or products must be noted on the applications but are subject to approval. Space not renewed by the specified time will be released on the due date and offered to "new requests" that are deemed appropriate for an available space.

SALES TAX FORMS

All vendors, whether non-profit or for profit, selling items or not selling items, **MUST** submit Minnesota Department of Revenue form ST-19 (Operator Certificate of Compliance) with their Space Lease Agreement.

SECURITY

There will be security personnel located on the grounds throughout the event. However, they are unable to watch over individual booths and stands and it is recommended that booths and stands never be left unattended during the times that the Event is open to the public. Any Vendor desiring security during non-Fair hours must make arrangements at his or her own expense. Buildings will remain locked when closed. The Authority will not be responsible for any item(s) lost, damaged, or stolen before, during, or after regular fair hours.

SMOKING

THERE IS TO BE NO SMOKING AT ANY TIME IN THE COMMERCIAL EXHIBIT BUILDINGS.

TABLE/CHAIR/SKIRTING RENTAL

Tables, skirting, and chairs are not provided and are not available for rent.

VEHICLES

All deliveries must be made prior to each day's opening and delivery vehicles must be off the grounds by opening time.

Excluding handicapped vehicles, the use of wheeled transportation (bicycles, motor bikes, carts, etc.) inside the Fair Site during event hours will not be allowed unless they are official Event and/or Authority vehicles. Exceptions must be authorized by the Authority.