

York County Fair - 2019

Space Rental Rules & Regulations

Definitions:

Commercial Exhibitor – Lessee of a commercial booth space with no items for sale in their booth on the Grounds.

Commercial Vendor – Lessee of a commercial booth space from which any Retail Sales (as defined) are conducted from their booth on the Grounds.

Grounds – Any and all land and buildings located at the York County Fairgrounds, or owned or controlled by Lessor.

Lessee – The person(s) or entities that have agreed to rent booth space at the York County Fair.

Lessor – The York County Agricultural Society and representatives of its Board of Directors.

Booth – The space(s) leased by the Lessee on the grounds as designated by agreement.

Conditions & Terms

Schedule - This year's Fair will start on Thursday, August 1, and end on Sunday, August 4, 2019. All exhibits will officially open at 12:00 noon on Thursday and close at 4:00 p.m. on Sunday. Commercial exhibits will open at 12:00 noon and close at 10:00 p.m. on Thursday, Friday and Saturday, and open at 12:00 noon and close at 4:00 p.m. on Sunday. All exhibits are expected to be set up by Noon on Thursday, August 1, 2019.

Pricing – Payment will be made prior to setting up of booth. There will be no refunds of rental payments after 7 days prior to the start of the Fair. Booth space prices are as follows:

Mercantile Building: 10 x 10 - \$90.00, 10 x 15 - \$110.00

Outside Booth: About 15 x 20 - \$35.00 without electricity, \$45.00 with electricity. *

Food Vendors: Outdoor, about 15 x 20 – Ten percent of gross sales. Includes electricity. *

*Power for lights, fans, etc. only, **extra charge determined by Lessor for heavy electrical usage, such as RV's or air conditioners.**

Insurance - Proof of **LIABILITY INSURANCE BINDER/COVERAGE** will be required to be submitted with booth rental reservation.

Sales Tax – State Statutes require NE Sales Tax be collected, reported and remitted for all Retail Sales made on the Grounds. Requests for information may be made to Commercial Vendors during the booth space application process.

Electrical - Interior booths have access to 110-volt electrical circuits for lights, fans, etc. One plug per booth is available; bring a heavy extension cord and grounded Power Strip to provide power for more than one device. Arrangements **must** be made in advance for any device that draws a heavy amount of current.

Outside booths will have no electrical service furnished by the Lessor unless specifically contracted for. As previously noted, additional charges determined by Lessor will be made for air conditioners in RV's and Trailers, or any devices drawing significant amounts of electricity.

Inform Lessor's representative of your power requirements prior to the Fair to avoid unnecessary delays or inability to provide adequate power at a particular location. A local electrician will be available to assist Lessees with electrical hook-ups. Lessee's electrical equipment shall be properly grounded. Only heavy-duty three-wire extension cords, wire and equipment in good condition may be used on the grounds. Lessor shall not be responsible to Lessee for loss of time or revenue due to interruptions or failure of electrical power, or any other utility.

Internet Access –

We will have wireless Internet access available throughout much of the grounds. Lessor's representative will provide sign-on information to Lessees, as needed, upon request.

Fixtures –

Exterior booths – Lessees will stay within the area marked to be their booth space. Any questions should be referred to the Lessor's representative. **The Lessor provides no fixtures of any kind.**

Interior booths – Basic booth drapery is provided by the Lessor. **Other decorating and equipment, including tables and chairs, is the responsibility of the Lessee.**

Sound – Sound systems, radios, TV's and appliances operated by Lessee shall be operated so they do not interfere with other Lessees. Lessor's permission is required to use any sound system.

Pets – Animals of any kind, except those involved in exhibitions, demonstrations or those Service Animals used by disabled persons, are not allowed on the Grounds, per the **York County Fair Policy Regarding Pets**. Please make other plans for your pet.

Vehicles – Parking for vehicles of the Lessee or persons working in the booths is provided in the main parking lot West of the display area. Vehicles will be allowed in the

booth areas only to load and unload supplies and are to be removed when finished. There will be a limited amount of Handicapped parking on the North side of the Mercantile Building.

Soft Drinks – Lessor has an agreement with Pepsi Cola, which provides for the Pepsi Cola family of soft drinks to be made available on the grounds of the York County Fair. Lessor requests all drinks be sold in plastic resealable bottles, rather than glass bottles or paper cups.

Promotions – Lessee shall not post signs, bills, cards, stickers or other advertising materials on any vehicles in the Fairgrounds area, or any of the buildings, light posts, or other structures of any nature owned by the Lessor.

Lessee shall post no signs except those approved by the Lessor. Signs denoting ownership, proprietorship, or name given to the place of business shall be permitted. Lessee may advertise at and distribute only from within the leased space. Lessee shall not solicit or personally promote to the public in any manner outside a 10-foot radius of the leased space.

Conduct – Lessor reserves the right to remove from the grounds any exhibit, animal, concession or show that may be falsely entered or represented and may be deemed unsuitable or objectionable, or remove any sign, banner or advertising matter of any kind which may be deemed unsuitable by Lessor without assigning any reason thereto.

Lessor will carefully guard against extortion, fraud and deceit in any form practiced on the public. In the event such extortion, fraud or deceit is discovered, Lessee agrees to leave the grounds and forfeit all rights and payments of money made or to be made under the space rental agreement.

Under no circumstances will booths containing items of a questionable nature or demoralizing tendency be allowed or tolerated upon the grounds. All business will be conducted in a legitimate and trade-like manner. Lessor reserves the right to reject unworthy objects of any kind by refusing space or requesting the items not be sold or displayed.

The sale or possession of the following items is prohibited on the grounds:

- 1) any knife with a blade exceeding four (4) inches;
- 2) blowguns, conventional or cross bows, slingshots, or any device designed to launch or propel any type of projectile, including paint balls;
- 3) all firearms, including gas, mechanical or air operated;
- 4) all devices designed to be physically thrown for self-defense, target use, hunting use, including, but not limited to, throwing stars, darts, spears, boomerangs, etc.

Knives of any size shall not be sold or distributed in any manner to any person under 18 years of age, unless there is a parent **present**.

Lessee will conduct business in a quiet and orderly manner, keeping the premises neat and clean. Lessee will keep the booth areas free from trash, rubbish and litter. Lessor will provide trash receptacles throughout the grounds to be used by all persons.

Lessee will comply with all requirements and standards of the Fire Inspector of the Nebraska State Fire Marshall. Helium tanks must be secured against a rigid support and away from public access. Propane tanks, regardless of size, are not permitted inside of any building.

Smoking and vaping are not permitted in York County Fairgrounds buildings, under the “Big Top Tent”, or in or near the Grandstand, during the York County Fair, per the **York County Fair Smoking Policy**.

The booth must be occupied by the Lessee, in person, during all open hours. Unmanned, display only booths are not allowed, except with written permission from the Lessor. Lessee will not share the booth with another party, or allow another party to take over the booth space without the specific permission of the Lessor.

Lessor reserves the right to move Lessee to a different booth than originally provided for, should it prove necessary. This may be done in accordance with the **York County Ag Society Free Speech Policy**. Lessor will be the sole judge in determining what is necessary in the best interest of the York County Fair and the public.

At the conclusion of the Fair, the Lessee will surrender possession of the booth to the Lessor in as good repair as when first occupied. Lessee shall pay the Lessor full repair or replacement cost for any and all damage caused by the Lessee to the grounds, buildings, landscaping and improvements.

Security – The Lessor will provide security monitoring around the clock from Thursday noon until Sunday evening. The Lessor will use diligence to insure the safety of stock and articles after their arrival and placement, but in no event will the Lessor be responsible for any loss or damage that may occur.

Lessor will assume no liability for injury to property or persons on or about the grounds. The Lessor will not be responsible for any damage to exhibits, merchandise or concessions caused by thefts, wind, hail, fire or water, or any cause whatsoever.

Appeal – If Lessee feels a decision of the Lessor’s representative is unjust, Lessee may protest the decision to Lessor’s Board of Directors. Such protests must be in writing and state plainly the cause of the complaint or appeal, and must be filed with the Board President within 12 hours after cause of the protest.