



**Benton County Agricultural Society**  
**PO Box 118**  
**Sauk Rapids, MN 56379**  
**(320) 253-5649**

**The 107<sup>th</sup> ANNUAL BENTON COUNTY FAIR**  
**JULY 30 - AUGUST 4, 2019**

**FOOD CONCESSIONAIRES**

The Board of Directors of the Benton County Agricultural Society would like to welcome the new exhibitors to the fair and the returning exhibitors for their continued support and participation in the 107th Annual Benton County Fair!

Please read the following exhibitors information carefully. It outlines many important terms and conditions governing the leasing of the exhibit space for your participation in the Benton County Fair. This information is for the benefit of all our exhibitors, concessionaires and fairgoers.

The term 'Concessionaire' refers to all food concession areas with a completed Booth Lease Agreement during the Benton County Fair. The Benton County Fair Board reserves the right to accept or deny any Booth Lease Agreement application for a food concessionaire.

**Returning vendors must have completed contracts in by May 1<sup>st</sup>, 2019 to secure the same booth from 2018 fair. New vendors will be accepted as space is available.**

**CONCESSIONAIRE INFORMATION**

**Fair Location:** The fairgrounds is located at 1410 3<sup>rd</sup> Avenue South, Sauk Rapids, MN 56379. This is the location address to give for any deliveries you schedule to the fairgrounds.

**Fair Office:** The fair office is located at the main entrance to the fairgrounds. The fair office is open the week of the fair from 8:30 am to 7:00 pm on Monday, 7:30 am to 10:00 pm Tuesday thru Saturday and Sunday from 9:00 am to 7:00 pm. The office will also be open the Monday after the fair from 9am to Noon.

**Gate/Fair Hours:** There is no charge to enter the fair as it is a free gate. All deliveries must enter through the entrance gate located on the north end of the fairgrounds. A parking pass will be required for entry. Parking passes can be purchased at the gate for \$20.00 which is good for the

entire fair. The gate by the main entrance will not be open for vendors during the fair. NO **VEHICLES** are allowed to park in their exhibit areas unless it is part of your exhibit. Vehicles are only allowed to park in the on-grounds designated parking areas and must have a season pass for parking in this area. No vehicles will be allowed onto the fairgrounds during the day to deliver goods for the safety of the fairgoers. The fairgrounds will close at midnight each night.

**SET-UP/TAKE DOWN:** Set-up will be on Monday, July 29<sup>th</sup> from Noon until 6:00 pm and on Tuesday, July 30<sup>th</sup> from 9:00 am to Noon. All food booths must be open for business on Tuesday by Noon and may close after 11:30 pm. Hours for Wednesday, Thursday, Friday and Saturday by 10:00 am and may close after 11:30 pm and open Sunday by 10:00 am and close at 5:00 pm. Removal of your booth earlier than 5:00 pm on Sunday will void your Booth License Agreement for the following year's fair. Your trailer/tent may be set-up the weekend prior to the fair if you are absolutely, positively sure where your booth area is. If not set-up in the correct area, you will be required to move your trailer/tent to the correct area. You must have a completed Booth License Agreement to set your trailer/tent site up early. You must bring your parking pass with you beginning on Tuesday. If you do not have the parking pass, you will pay for parking. You may want to have your trailer/tent set-up on Monday due to heavy traffic around the fairgrounds on Tuesday. If trailer/tent is not in place by Tuesday at 7:00 pm you will forfeit your exhibit area and the exhibit area will be assigned to another exhibitor with no refund of license fee. The fairgrounds are patrolled by the Benton County Mounted Patrol overnight.

**Booth License Agreement:** The Booth License Agreement must be completed, properly signed and returned with the required lease payment, completed ST-19 and any other required documentation indicated on your contract. Your Booth License Agreement indicating your assigned booth space will be mailed to you about three weeks prior to the fair with parking passes and any updated information that you will need to be aware of for the fair. Please return the completed License Booth Agreement to: Benton County Fair, PO Box 118, Sauk Rapids, MN 56379. The fair office will not be open regular hours until the middle of June for the summer. Please call the fair office at (320) 253-5649 and leave a message with any questions or send an email to: Bentonfair@aol.com. If you would like to request a different exhibit space, please leave that information in the message or email and you will be notified **after May 10th** if your request is approved due to availability of booth that you have requested. Concessionaire's must submit a list of food items that will be sold with their Booth Lease Agreement. Any food item that is not listed is subject to be removed from menu at the fair's discretion. Do not obstruct any pathways, place food menu stands in walkway of fairgoers or neighboring Concessionaire's. No vending or soliciting allowed outside of your exhibit area.

**Cancellation/Refund Policy:** In the event that a Concessionaire is unable to participate in the fair, a cancellation request must be made in writing. No refunds will be made without the exhibit space being leased to another Concessionaire **prior to the opening of the fair** which is Tuesday, July 30<sup>th</sup>. If the booth area is leased to another Concessionaire, a \$50.00 administration fee will be charged to any Concessionaire canceling their license at any time and for any reason and will not be refunded until after the fair has concluded. The Booth License

Agreement and booth area may not be transferred by any means to another party without the written consent of the Fair. The person responsible for the Concessionaire's performance is the person signing the Booth License Agreement.

**Checks/Money Orders:** All checks and money orders should be made payable to the Benton County Agricultural Society or Benton County Fair. We do not accept credit card payments at this time. A fee of \$25.00 will be charged to the Concessionaire for NSF checks returned by the bank for any reason. The Booth License Agreement is null and void until the appropriate money has been received by the fair office within a reasonable amount of time and prior to the start of the fair. There will be four ATM machines available on the fairgrounds. One by the main entrance to the fair, by the Bingo building, on the west side of the 4-H Lunchstand and new for 2019...inside the Beergarden Building.

**Parking Passes:** One parking pass is included with each booth regardless of the number of persons that are working the booth. The parking pass must be visible on the dash of your vehicle while parked in the on-grounds parking area. Additional parking passes can be purchased at the on-grounds entrance or at the fair office for \$20.00 which is good for the week of the fair. The parking passes can be used in the parking area behind the Sports Arena or in the two parking lots to the west of the main entrance. Due to the limited parking areas, trailers and vehicles (other than ones that are part of your exhibit) may not be left in the on-grounds parking areas during the day or overnight. Concessionaires may not park their personal vehicles in their booth area during the day. Daily parking is also available around the perimeter of the fairgrounds for \$5.00. Handicapped parking is limited and available on a first-come basis to vehicles displaying a valid disabled person parking identification placard.

**Food Concessionaires:** All food concessionaires must be familiar with and comply with all Benton County and/or MN Department of Health regulations and must have an original food license and proof of insurance coverage. The MN Department of Health inspectors will be on-site during the set-up time. A menu must be posted listing the prices charged for each item sold. A complete list of products to be sold with prices must be included with your Booth License Agreement along with a Certificate of Insurance. Only the items that are listed are to be sold and advertised in your booth. Under no circumstances is grease to be poured into drains, garbage barrels or dumpsters. There are barrels for grease located on the fairgrounds. Disposal of waste water should be done at the water dump station. Please check with the fair office for food already being served and any new food items a concessionaire would like to add to their menu must be approved by the fair office. Food vendors may open on Monday if wanted or Tuesday morning but must be open by Noon on Tuesday.

**Electricity:** A charge of \$25. for 110V, \$75. for 220V/low and \$125. for 220V/high will be charged for each outlet used. The outlet use will be checked and confirmed by fair management during the fair. Electrical cords must be in compliance with the MN State Board of Electricity regulations. Any wiring or special outlets needed by Exhibitors or Concessionaires require fair approval prior to any work being done and any work done Concessionaire's expense. Charges for labor and materials supplied by the electrician shall be paid for at the time

the service is performed by the Concessionaire directly to the electrician according to the rates the electrical contractor has established for such services and materials. All Concessionaires **MUST** undergo an electrical inspection prior to opening for business. The State Electrical Inspector will be on-site for inspections and have charged for this inspection. Payment is to be made directly to the inspector when inspection is done. A copy of the electrical brochure requirements is included for your information.

**Security/Lost and Found/Emergencies:** The Benton County Sheriff's Department and the Sauk Rapids Police Department will maintain a security office on the grounds during the day with the night security provided by the Benton County Mounted Patrol. It is recommended that booths never be left unattended during the times that the fair is open to the public. The fair will not be responsible for any item(s) that are lost, damaged or stolen before, during or after fair hours. Emergencies, lost and found including lost children should be reported to the fair office or the security office located just north of the main entrance.

**Insurance:** All Concessionaires must provide a **Certificate of Insurance** indicating the Benton County Fair event and provides an occurrence limit of at least \$1 million. We are required by our insurance carrier to have all food vendors provide insurance coverage due to food illness concerns and must also list the Benton County Agricultural Society as an Additional Insured. The Certificate must be received with the Booth License Agreement.

**Sales Tax Forms/ST-19 Form:** All Concessionaires, including non-profits, must submit a MN Department of Revenue Form ST-19(Operator Certificate of Compliance) with their Booth License Agreement. The Booth License Agreement will be incomplete if submitted without one. The fair is required by the State of Minnesota to have this form on file for all exhibitors. Please have your Sales Tax information available in your booth in case the Department of Revenue makes a visit during the fair. All Concessionaire's are responsible for paying their own sales tax. All ST-19's must include your MN Tax ID number...not your social security number. **Completed ST-19 must be returned with contract and will be sent to the MN Department of Revenue prior to the fair opening as we are required to do.**

**Camping:** There are no camping facilities available on the fairgrounds. No motor homes or travel trailers are allowed on the fairgrounds without written approval by the Fair prior to the start of the fair. Camping is available at the St. Cloud Campgrounds (320-251-4463) located just a few miles east of the fairgrounds or at St. Cloud/Clearwater RV Campground (320-558-2876) location south of St. Cloud in Clearwater, MN.

**Disputes:** The fair shall be the final arbitrator of any disputes involving Exhibitors. No promises, representatives, agreements or conditions have been made or agreed to which are not fully stated on the Booth License Agreement or in this informational packet. Exhibitors and Concessionaires are reminded that this is a family event and to conduct themselves accordingly. If there are any problems or concerns, please notify the fair office.

**Renewal Policy:** In order to attract and maintain high-quality Concessionaires, the fair will review all lease agreements annually. Concessionaires from the prior year's fair are offered the opportunity to renew their Booth Lease Agreement based on this evaluation. The fair reserves the right to refuse to renew any Booth Lease Agreement, when in the sole discretion of the fair, such action is in the best interest of the fair and its fairgoers. **Concessionaires renewing their Booth License Agreement by May 1<sup>st</sup>, 2019 will receive the first opportunity for the same location as in prior year.** Grounds, space alterations, or other changes may make if necessary to eliminate certain previously available booth areas from one year to the next. In such instances, the fair reserves the right to offer a substitute location. The fair reserves the right to non-renew any Booth License Agreement where the Concessionaire has violated any regulations of the Benton County Agricultural Society or any local, state or federal law. Requests to change location or products must be noted on the Booth License Agreement, but are subject to approval and availability. Booths not renewed by May 1<sup>st</sup>, 2019 will be released and offered to new Concessionaires requests that are deemed appropriate.

### **GENERAL INFORMATION:**

- No alcoholic beverages are allowed on the fairgrounds or in your booth area.
- Smoking is NOT ALLOWED in any buildings or barns on the fairgrounds and not within 10 feet from any doorway to any building or barn. No smoking is allowed in any booth area.
- Golf carts, mini bikes, dirt bikes, bicycles, roller blades, inline skates or skateboards, three or four wheelers or other vehicles may not be used on the fairgrounds without written permission prior to the start of the fair.
- Unless it is the purpose of entering in a sanctioned competition or show, no animal, bird or reptile is allowed on the fairgrounds during the fair without written permission from the fair. However, persons with disabilities may bring onto the fairgrounds service dogs only specifically trained to assist persons with disabilities.
- All prize drawings must be conducted during the fair. Any Exhibitor requesting fairgoers to register for any reason, must notify the fair office, in writing at the time the Booth License Agreement is completed. The fair reserves the right to approve or deny any drawing to be conducted during the fair. Exhibitors are not allowed to conduct raffles during the fair.
- Vending machines are not allowed on the fairgrounds.
- No pocket knives, cap guns or play guns are allowed to be sold on the grounds. Please omit these from your sales display as you will be asked to remove them by the security officers if available for sale. If you are selling kitchen or cutlery knives, all knives must be enclosed in a display case, under plastic or glass to prevent public from handling them prior to sale.
- Only food concessionaires are allowed to sell water or beverages unless your business has to do with water or other beverages and has been approved by the fair office.

## **FOOD CONCESSIONAIRES**

**Your food menu is secured when all required documents and full payment has been received.**

All Booths - \$700.00 PLUS

Plus applicable electrical charge and additional truck/trailer cold storage unit charge

Booths may be moved to another location depending upon where food is served out of your food trailer. The fair board will be charging for each electrical plug-in that you use. There will also be an additional charge of \$75. for each truck and trailer cold storage unit that is brought onto the fairgrounds during the fair. Extra units must be confirmed by Office to make sure that there is enough room on fairgrounds during fair. **You will need to have all of your food product out of your power units two days after the close of the fair as the electricity will be turned off to the permanent booths. Payment must be included with Agreement.**

Sincerely,

*Laura Falconer*

Laura Falconer, Executive Secretary  
Benton County Agricultural Society