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

2022 LEAN-TO AGREEMENT

Booth #_____

The Benton County Agricultural Society agrees to lease to _____

for the 2022 fair to be held August 2-7, 2022. The lease fee shall be $ _____

Electrical Need: ____ 20 AMP/120V($25.) ____ No Electric Needed

Wifi: $ 25.00 charge for week of fair ____ Yes ____ No

Booth space shall not be divided or sublet in any manner without prior approval by the Fair Office.

Release and Indemnification of the Benton County Agricultural Society

Benton County Agricultural Society shall not at any time or to any extend whatsoever, be liable and responsible or in any way accountable for any injury to or death of persons or loss, destruction or damage to property, including property and employees of undersigned, occurring on, or about the premises, or wherever occurring, resulting from any use of or activity on the premises, whether such injury, death, loss, destruction, or damage shall be caused by or in any way result from or arise out of an act, omission or negligence of undersigned or of any occupant, subtenant, visitor or use of any portion of the demised premises, or shall result from or be caused by any other matter or thing, whether of the same kind as or of a different kind in the matters of things set forth, and undersigned shall forever indemnify the Benton County Agricultural Society against any and all claims, liability , loss, damage, action or causes of action whatsoever on account of any such injury, death, loss, destruction or damage and any related expense, including attorneys fees. The undersigned further acknowledges that on the expiration of usage, the undersigned shall surrender the premises in good, sanitary, and neat order, condition and repair. Should any property on these premises be lost, damaged, or injured in any way whatsoever, the undersigned agrees to reimburse the Benton County Agricultural Society for all said loss, damage or injuries.

ONLY ITEMS LISTED HERE ARE TO BE SOLD AND/OR ADVERTISED IN YOUR BOOTH AREA. INCLUDE BRAND/TYPE.

_____

_____

_____

_____

By signing this Booth Lease Agreement, I agree to abide by the Benton County Fair Exhibitor/Concessionaire information packet included with this Agreement.

Signature _____ Print Name _____

Business Name _____ Phone (_____) _____

Address _____ City _____ State _____ Zip _____

Contact Person _____ Phone (_____) _____

Email Address _____

Return Booth Lease Agreement, ST-19 and all booth lease fees to: Benton County Fair, PO Box 118, Sauk Rapids, MN 56379. Fair information is available on our website: BentonfairMN.com.

FAIR OFFICE USE ONLY

Booth Lease Fee - $ _____

Parking Passes - $ _____ / Issued _____ Extra Passes Pd For _____

Tables/Chairs - $ _____ /_____

Electrical - $ _____ / _____

Wifi - $ _____

Other - $ _____ / _____

Total Paid - $ _____ / Check # _____ / Cash

Received By _____ Title _____ Date _____

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The 109th ANNUAL BENTON COUNTY FAIR
AUGUST 2-7, 2022

LEAN-TO EXHIBITORS

The Board of Directors of the Benton County Agricultural Society are moving forward with the planning for this year's fair and it will more than likely look different than the county fair that we are used to due to COVID19. Adjustments will be made as required and communicated to you as soon as known as no one knows what August will look like at this point. We would like to welcome new exhibitors to the fair and the returning exhibitors for their continued support and participation in the 109th 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 'Exhibitor' refers to all participants leasing an exhibit area 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 commercial exhibit space.

New exhibitors may send in completed agreements at any time.
Returning vendors must have completed agreements in by
June 1st, 2022 to secure the same booth from 2021 fair.

EXHIBITOR INFORMATION

Fair Location: The fairgrounds is located at 1410 3rd 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 get into the fair as it is a free gate. All deliveries must enter through the entrance gate located on the north end of the fairgrounds. **NO VEHICLES** are allowed to park in the exhibit areas unless it is part of your exhibit. Vehicles on the fairgrounds are only allowed to park in the on-grounds parking 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 times will be on Monday, August 1st from Noon until 6:00 pm and on Tuesday, August 2nd from 9:00 am to Noon. Must be set-up on Tuesday for the first day of the fair by Noon and may not close before 11:30 pm on Tuesday. Hours for Wednesday, Thursday, Friday and Saturday from 10:00 am to 11:30 pm and Sunday from 10:00 am to 5:00 pm. Removal of an exhibit earlier than 5:00 pm on Sunday will void your Booth License Agreement for the following year's fair. **All outside exhibitors will want to have their exhibit areas set-up on Monday due to heavy traffic around the fairgrounds on Tuesday** Outside vendors may set-up their exhibit area the weekend prior to the opening of 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 exhibit to the correct area. You must have a completed Booth License Agreement to set your exhibit 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. If exhibit 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.

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 June 1st** if your request is approved due to availability in the building or booth that you have requested. Exhibitors must submit a list of items to be sold, displayed, advertised, promoted or demonstrated with their Booth Lease Agreement. Any item in an exhibitor's space not listed is subject to be removed at the fair's discretion. Any item that is deemed inappropriate, whether advertised or offered for sale by an Exhibitor must be immediately withdrawn and removed from the exhibit area. Please be specific and detail the items you will have at the fair on the Booth Lease Agreement. The Fair will not refund any lease fees for this situation. Do not obstruct any pathways or neighboring Exhibitors. No vending or soliciting allowed outside of your exhibit area.

Cancellation/Refund Policy: In the event that an Exhibitor 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 Exhibitor prior to the opening of the fair which is Tuesday, August 2nd. If the exhibit space is leased to another Exhibitor, a $50.00 administration fee will be charged to any Exhibitor canceling their booth license at any time and for any reason. The Booth License Agreement and exhibit area may not be transferred by any means to another party without the written consent of the Fair. The person responsible for the Exhibitor'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 Exhibitor for NSF check s 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, west of the 4-H Lunchstand and 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. 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. Exhibitors may not park their personal vehicles in their exhibit area during the day. Daily parking is also available around the perimeter of the fairgrounds for a charge of $5.00. Handicapped parking is limited and available on a first-come basis to vehicles displaying a valid disabled person parking identification placard.

Electricity: Electrical cords must be in compliance with the MN State Board of Electricity regulations. Any wiring or special outlets needed by an Exhibitor requires fair approval prior to any work being done and any work done will be at Exhibitor's expense. Charges for labor and materials supplied by the electrician shall be paid for at the time the service is performed by the Exhibitor directly to the electrician according to the rates the electrical contractor has established for such services and materials. All outside Exhibitors **MUST** undergo an electrical inspection prior to opening for business. The State Electrical Inspector will be on-site for final inspections. 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.

Sales Tax Forms/ST-19 Form: All exhibitors, 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 that are selling or not selling merchandise during the fair. Please have your Sales Tax information available in your booth in case the Department of Revenue makes a visit during the fair. All Exhibitors are responsible for paying their own sales tax on the merchandise that they sell during the Benton County Fair. All ST-19's must include your MN Tax ID number...not your social security number. **Completed ST-19 must be returned with contract.**

Freight Delivery: All FedEx, UPS or similar service deliveries will be made to the fair office. DO NOT have any items shipped to arrive before your own arrival as there are not facilities on the fairgrounds for storage of your shipments. C.O.D. shipments will not be accepted at any time. Please notify the fair office with your name and cell phone number if you are expecting a shipment so that we can let you know when it arrives.

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 Exhibitors, the fair will review all Exhibitors annually. Exhibitors 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. **Exhibitors renewing their Booth License Agreement by June 1st, 2022 will receive the first opportunity for the same location as in prior year.** Grounds, space alterations, or other changes may make it 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 Exhibitor 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 June 1st, 2022 will be released and offered to new exhibitor 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.

LEAN-TO BOOTHS

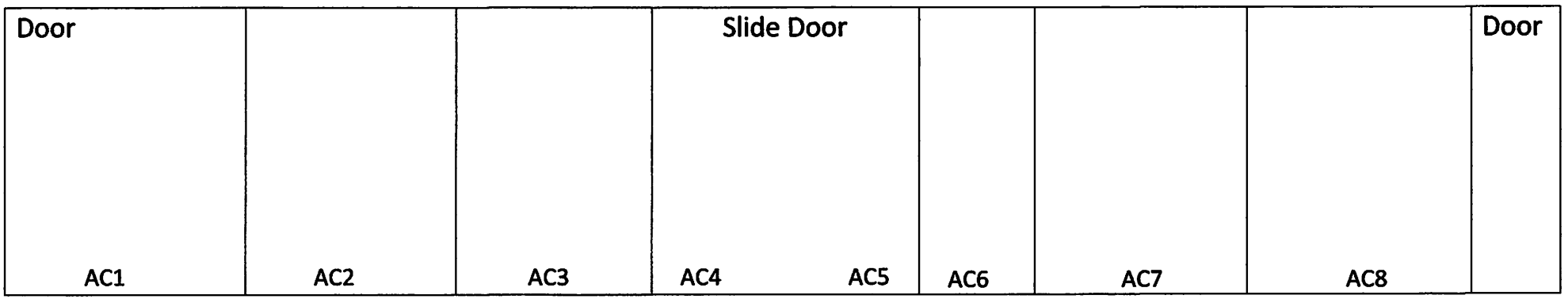
You must bring your own extension cords. Extra charge for electric on Lease Agreement.

All booths - $125.00

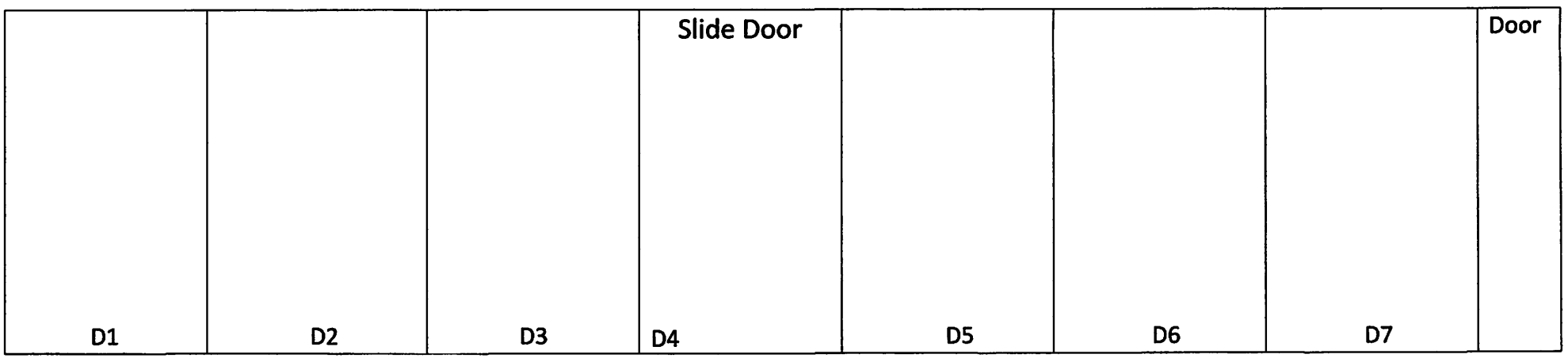
Sincerely,

Stephen Behrenbrinker, Executive Secretary
Benton County Agricultural Society

Ag Craft Building Lean-to #1



Discovery Building Lean-to #2



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2022 TABLE & CHAIR ORDER FORM

You may bring your own tables and chairs for your booth. All tables must be skirted. If you would like to order tables and chairs, please complete this form and return with the Booth License Agreement. The tables and chairs will be in your booth on set-up day.
DO NOT TAKE FROM ANOTHER BOOTH – YOU WILL BE CHARGED FOR THEM!!

Chairs - _____ at $ 5.00 each = $ _____

6 Ft Table - _____ at $15.00 each = $ _____

8 Ft Table - _____ at $20.00 each = $ _____

6 Ft Table with skirting - _____ at $25.00 each = $ _____

8 Ft Table with skirting - _____ at $30.00 each = $ _____

Total Due - $ _____

No orders will be accepted after July 26, 2022

Booth # _____

Exhibitor Name/Company _____

Website: BentonFairMN.com Email: Bentonfair@aol.com Facebook: Benton County Fair

DEPARTMENT OF REVENUE

ST19

Operator Certificate of Compliance

Read the information on the back before completing this certificate. **Person selling at event:** Complete this certificate and give it to the operator/organizer of the event. **Operator/organizer of event:** Keep this certificate for your records.

Do not send this form to the Department of Revenue.

Print or Type

Name of Business Selling or Exhibiting at Event _____ Minnesota Tax ID Number _____

Seller's Complete Address _____ City _____ State _____ ZIP Code _____

Name of Person or Group Organizing Event _____

Name and Location of Event _____

Date(s) of Event _____

Merchandise Sold

Describe the type of merchandise you plan to sell.

_____

_____

_____

Sales Tax Exemption Information

Complete this section if you are not required to have a Minnesota tax ID number.

☐ I am selling only nontaxable items.

☐ I am not making any sales at the event.

☐ I participate in a direct selling plan, selling for _____ *(name of company)*, and the home office or top distributor has a Minnesota tax ID number and remits the sales tax on my behalf. This is

☐ a nonprofit organization that meets the exemption requirements described below:

_____ Candy sold for fundraising purposes by a nonprofit organization that provides educational and social activities for young people primarily aged 18 and under *(MS 297A.70, subd. 13[a][4])*.

_____ Youth or senior citizen group with fundraising receipts up to $20,000 per year ($10,000 or less before January 1, 2015)*(MS 297A.70, subd. 13[b][1])*.

_____ A nonprofit organization that meets all the criteria set forth in MS 297A.70, subd. 14.

Sign Here

I declare that the information on this certificate is true and correct to the best of my knowledge and belief and that I am authorized to sign this form.

Signature of Seller _____ Print Name Here _____

Date _____ Daytime Phone _____

PENALTY — Operators who do not have Form ST19 or a similar written document from sellers can be fined a penalty of $100 for each seller that is not in compliance for each day of the selling event.

Information for Sellers and Event Operators

Operators/organizers of craft, antique, coin, stamp or comic book shows; flea markets; convention exhibit areas; or similar events are required by Minnesota law to get written evidence that persons who do business at the show or event have a valid Minnesota tax ID number.

If a seller is not required to have a Minnesota tax ID number, the seller must give the operator a written statement that items offered for sale are not subject to sales tax.

All operators (including operators of community sponsored events and nonprofit organizations) must obtain written evidence from sellers.

Certain individual sellers are not required to register to collect sales tax if they qualify for the isolated and occasional sales exemption. To qualify, all the following conditions must be met:

- The seller participates in only one event per calendar year that lasts no more than three days;
- The seller makes sales of $500 or less during the calendar year; and
- The seller provides a written statement to that effect, and includes the seller's name, address and telephone number.

This isolated and occasional sales provision applies to individuals only. It does not apply to businesses.

Sales Tax Registration

To register for a Minnesota tax ID number, call 651-282-5225.

A registration application (Form ABR) is also available on our website at **www.revenue.state.mn.us.**

Information and Assistance

If you have questions or want fact sheets on specific sales tax topics, call 651-296-6181.

Most sales tax forms and fact sheets are also available on our website at **www.revenue.state.mn.us.**

For information related to sellers and event operators, see Fact Sheet #148, *Selling Event Exhibitors and Operators.*

We'll provide information in other formats upon request to persons with disabilities.