



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

The 110th ANNUAL BENTON COUNTY FAIR
August 1st – August 6th, 2023

FOOD VENDORS

Please note, the operating hours have changed.

After reviewing feedback from past years vendors, we have changed the operating hours. If there is foot traffic in your area, before or after the new times, we welcome you to open early and/or remain open, as you see fit.

New Hours:

Tuesday; Noon - 11:00pm
Wednesday; 11:00am - 11:00pm
Thursday; 11:00am - 11:00pm
Friday; 11:00am - 11:30pm
Saturday; 11:00am - 11:30pm
Sunday; 11:00am - 5:00pm

We would like to welcome new exhibitors to the fair and the returning exhibitors for their continued support and participation in the 110th Annual Benton County Fair!

Please read the following vendor's 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 vendors, and fairgoers.

The term 'Vendor' 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.

Returning vendors must have completed contracts in by June 1st, 2023 to secure the same booth from 2022 fair. New vendors will need to send your applications in and you will be accepted as space is available.

FOOD VENDOR 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 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 \$40.00 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 designated 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 31st from Noon until 6:00 pm and on Tuesday, August 1st from 9:00 am to Noon. All food booths must be open for business on Tuesday by Noon. The Main gate will close each morning at 10:00 a.m. for vendor drop off. If you need anything after 10:00 a.m., please stop in at the office and get that approved. 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 Vendor 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 vendor area and that area will be assigned to another vendor with no refund of license fee. The fairgrounds are patrolled by the Benton County Mounted Patrol overnight.

Food License Agreement: The Food 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 Vendor 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 Vendor 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 vendor 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 of the booth that you have requested. Concessionaire's must include 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 the walkway of fairgoers or neighboring food vendors . No vending or soliciting allowed outside of your exhibit area.

Cancellation/Refund Policy: In the event that a Vendor 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, August 2nd. 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 Vendor 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 food vendors performance is the person signing the Vendor 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 \$35.00 will be charged to the Concessionaire for NSF checks returned by the bank for any reason. The Vendor 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 Lunch stand and inside the Beer garden 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 \$40.00 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 \$10.00. Handicapped parking is limited and available on a first-come basis to vehicles displaying a valid disabled person parking identification placard.

Food Vendors : All food 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 prior to the beginning of the fair. 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 Vendor 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 vendor would like to add to their menu must be approved by the fair office. Food vendors may open on Monday, if desired or Tuesday morning, but must be open by Noon on Tuesday.

Electricity: The charge for electricity depends upon the plug in that you need for your food stand. Please check the correct electrical need on the lease agreement so that we can make sure you have the outlet numbers that you need where your booth is assigned to be. The charge is for each outlet used.

Any additional electrical usage you are using and not paid for according to the agreement will need to be paid at that time. Electrical cords must be in compliance with the MN State Board of Electricity regulations. A pedestrian cable protector is needed for cords going across any pedestrian area. Any wiring or special outlets needed by vendors will require fair approval prior to any work being done and any work done will be at the vendor's expense. Charges for labor and materials supplied by the electrician shall be paid for at the time the service is performed by the Vendor directly to the electrician according to the rates the electrical contractor has established for such services and materials.

All Vendors **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 food vendors must include a **Certificate of Insurance with their Vendor License Agreement** listing the Benton County Fair event and provide 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.**

Sales Tax Forms/ST-19 Form: All Vendors, including non-profits, must submit a MN Department of Revenue Form ST-19 (Operator Certificate of Compliance) with their Vendor License Agreement. The Vendor 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 vendors. Please have your Sales Tax information available in your booth in case the Department of Revenue makes a visit during the fair. All Concessionaires 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 Vendors. 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. Vendors 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 Vendors, the fair will review all lease agreements annually. Vendors from the prior year's fair are offered the opportunity to renew their Vendor 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.

Vendors renewing their Vendor License Agreement by June 1st, 2023 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 Vendor License Agreement where the Vendor 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 Vendor License Agreement, but are subject to approval and availability. Booths not renewed by June 1st, 2023 will be released and offered to new Vendors requests that are deemed appropriate.

GENERAL INFORMATION:

- No outside alcoholic beverages are allowed on the grounds 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 Vendor License Agreement is completed. The fair reserves the right to approve or deny any drawing to be conducted during the fair. Vendors 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 vendors 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 VENDORS

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

All Booths - \$750.00

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 the Fair Office to make sure that there is enough room on fairgrounds during the 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.