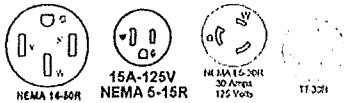


2024 Food Vendor Agreement and Agreement Information Sheet Changes

There have been updates to agreement and agreement information sheets, listed below are the focus of these changes:

1. Hours of operation- please note the change on Thursday hours to 11:30pm close.
2. Operating Hours Policy: Vendors must honor the scheduled open hours listed above. Violation of the policy will result in you not being leased for future fairs. Reconsideration will only ensue if you notified the fair board office of a legitimate closure, and you schedule your attendance at a fair board meeting with legitimate reasons why you closed and approval by the board for continuation of lease contracts.
3. Please note the electrical update on outlet



Electrical notes: Outside vendors will need a service rated disconnect and ground fault per MN State electrical codes. You will be inspected and charged a fee by the Mn State Inspector, Mn Board of Electricity-851-284-5028

Electrical information on compliance to requirements maybe found at:
<https://www.dli.mn.gov/business/electrical-contractors/portable-and-temporary-power>.

4. If you are participating in any Senior Citizen discounts on Wednesday, August 1, 2024, Benton County Fair Senior Citizen Day, please check the box on the agreement



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

The 111th ANNUAL BENTON COUNTY FAIR
 July 30th- August 4, 2024

FOOD VENDORS LEASE AGREEMENT

Please note, the operating hours have changed of 2024
 After reviewing feedback from past years vendors, we have changed the operating hours. If there is foot traffic in your area, before the times, we welcome you extend hours to fit market.
Hours:
 Tuesday; Noon - 11:00pm
 Wednesday; 11:00am - 11:00pm
 Thursday; 11:00am - 11:30pm
 Friday; 11:00am - 11:30pm
 Saturday; 11:00am - 11:30pm
 Sunday; 11:00am - 5:00pm

Vendors must honor the scheduled open hours listed above. Violation of the policy will result in you not being contracted for future fairs. Reconsideration will only ensue if you notified the fair board office of a legitimate closure, and you schedule your attendance at a fair board meeting with legitimate reasons why you closed and approval by the board for continuation of contracts.

2024 FOOD VENDOR AGREEMENT

BOOTH # _____

The Benton County Agricultural Society agrees to lease to: _____

Food Trailer Size (including hitch): ___x___ Food Service: End___ Side___ Both___

Completed application must include:

ST19, Certificate of Insurance (Benton County Agricultural Society noted as Additional Insured), Copy of Food License, Copy of Menu, along with a photo of your set up.

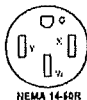
Booth Lease Fee Breakdown

Booth Lease Fee: \$ 750.00

Electrical Need: _____ 110 \$30.00 each

_____ 30 Amp/110 RV \$75.00 each

_____ 50/220 \$125.00 each Electrical Total: \$ _____



Electrical notes: Outside vendors will need a service rated disconnect and ground fault per MN State electrical codes. You will be inspected and charged a fee by the Mn State Inspector. Mn Board of Electricity-651-284-5026

Additional Parking Passes: _____ \$40.00 each Parking Total: \$ _____

Additional Trailer: Length (including hitch) _____x_____ \$75 ea. \$ _____

Total Due: \$ _____

Checks payable to: Benton County Agricultural Society or Benton County Fair

Booth space shall not be divided or sublet 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 extent 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 attorney's 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 within your booth area. Please note brands/types, if applicable.

By signing this Booth Lease Agreement, I agree to abide by the Benton County Fair Lease Agreement and Lease Agreement Information documents:

Business Name: _____

Contract Person: _____ Phone (_____) _____

Address _____

City _____ State _____ Zip _____

Email Address: _____

Signature: _____ Date: _____

Print Name: _____

If you are interested in participating in a Senior Citizen discount for Senior Citizen Day (Wednesday), please check here. Example: 10% off product or item in your booth area

Return Booth Lease Agreement postmarked by June 1, 2024, ST-19, Certificate of Insurance, Food License, Menu, Photo and all booth lease fees to:

Benton County Fair, PO Box 118, Sauk Rapids, MN 56379.

Fair Office Use: Total Paid \$ _____

Check # _____ /Cash

Received By: _____

Date: _____

Update: January 2024



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

The 111th ANNUAL BENTON COUNTY FAIR
July 30th- August 4th, 2024

FOOD VENDORS LEASE AGREEMENT INFORMATION

Please note, the operating hours have changed as of 2024

After reviewing feedback from past years vendors, we have changed the operating hours. If there is foot traffic in your area, before the times, we welcome you extend hours to fit market.

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Saturday; 11:00am - 11:30pm
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Vendors must honor the scheduled open hours listed above. Violation of the policy will result in you not being leased for future fairs. Reconsideration will only ensue if you notified the fair board office of a legitimate closure, and you schedule your attendance at a fair board meeting with legitimate reasons why you closed and approval by the board for continuation of lease contracts.

We would like to welcome new exhibitors to the fair and the returning exhibitors for their continued support and participation in the 111th 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 agreements must be posted marked by June 1st, 2024 to secure the same booth from 2023 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 are 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 vehicles MUST BE off the fairgrounds by 10:00 am. All deliveries must enter through the entrance gate located at 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-ground 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.

SET-UP/TAKE DOWN: Set-up will be on Monday, July 29th from Noon until 6:00 pm and on Tuesday, July 30th 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. 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 and check with fair office. 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 a 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 the 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: If 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, July 30th, 2024. 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.**

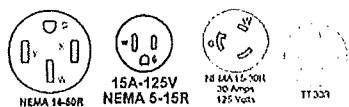
Checks/Money Orders: All checks and money orders should be made payable to the Benton County Agricultural Society or Benton County Fair. We do not accept credit card payments currently. A fee of \$35.00 will be charged to the Concessionaire for NSF checks returned by the bank for any reason. The Vendor 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 people that are working the booth.** The parking pass must be visible on the dash of your vehicle while parked in the on-ground parking area. Additional parking passes can be purchased at the on-ground 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-ground 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 in 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 wastewater 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. If using a generator system, it is required to have them bonded.



Electrical notes: Outside vendors will need a service rated disconnect and ground fault per MN State electrical codes. You will be inspected and charged a fee by the Mn State Inspector. Mn Board of Electricity-651-284-5026

All Vendors **MUST** undergo an electrical inspection prior to opening for business. The State Electrical Inspector will be on-site for inspections and will have charged for this inspection. Payment is to be made directly to the inspector when the inspection is done. Electrical information on compliance to requirements maybe found at: <https://www.dli.mn.gov/business/electrical-contractors/portable-and-temporary-power>.

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 Contract Agreement or in this Contract 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 contract 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 an action is in the best interest of the fair and its fairgoers. **Vendors renewing their Vendor License Agreement by June 1st, 2024 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, 2024 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, minibikes, 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.

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 products 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.

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

Updated: January 2024

Benton County Fairgrounds

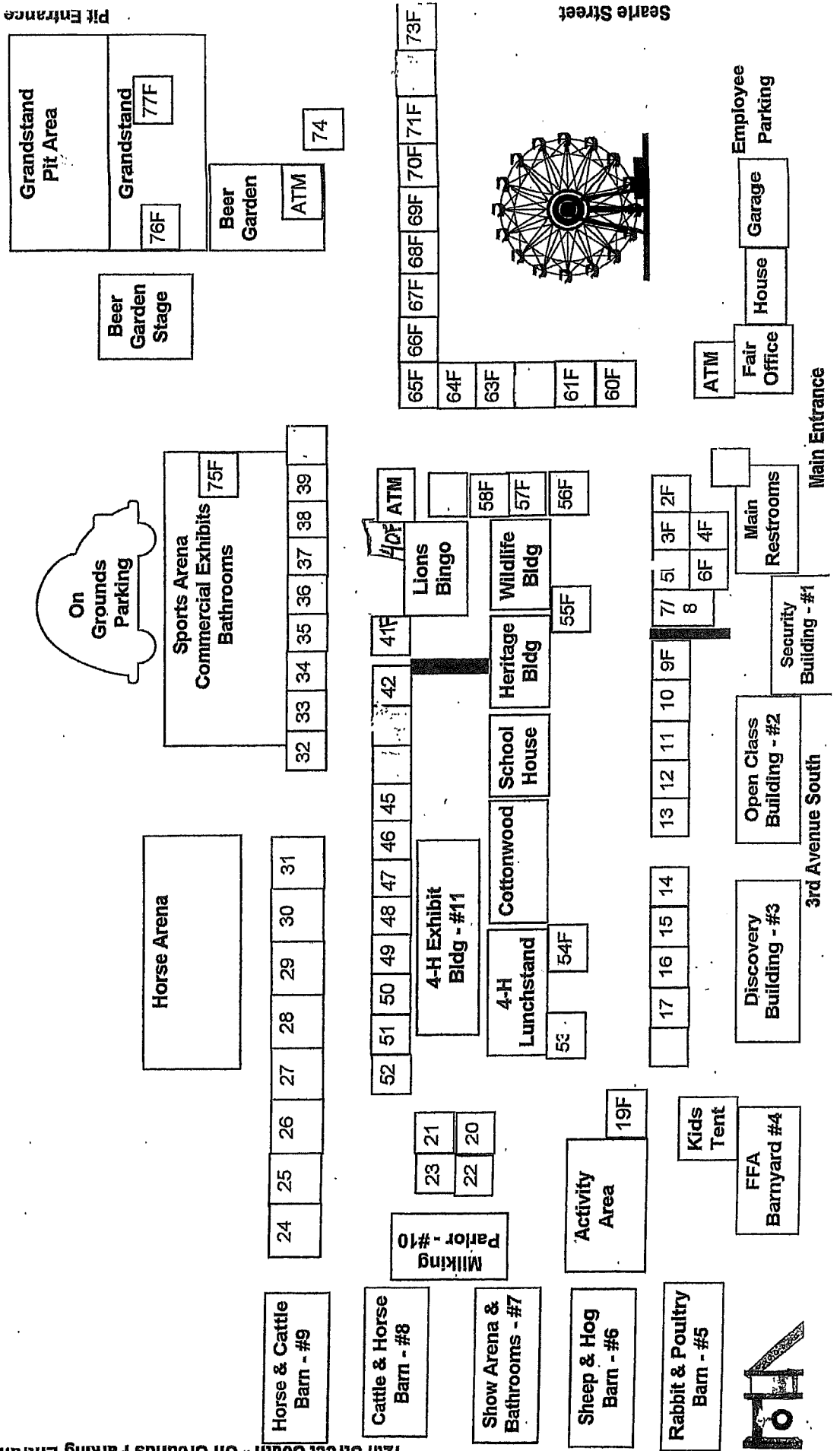
1410 3rd Ave S

Sauk Rapids, MN 56379

(320) 253-5649

Fair Board reverses the right to
reposition spaces as necessary

14th Street South - On Grounds Parking Entrance



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.