



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

LEAN-TO VENDORS LEASE AGREEMENT

Please note, the operating hours have changed as of 2023

After reviewing feedback from past years vendors, we have changed the operating hours. If there is foot traffic in your area, after the new closing time, we welcome you to remain open as long as you see fit.

Hours:

Tuesday; Noon - 9:00pm

Wednesday; 10:00am -9:00pm

Thursday; 10:00am - 9:00pm

Friday; 10:00am - 9:00pm

Saturday; 10:00am - 9:00pm

Sunday; 10:00am - 5:00pm

2024 LEAN-TO AGREEMENT

Booth # _____

The Benton County Agricultural Society agrees to lease to: _____

For the 2024 fair, held July 30th - August 4th, 2024. The lease fee shall be \$175.00 (includes 1 outlet)

Additional Electrical Needed: _____ 20 AMP/120V (additional \$30.00/each)

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 the Lease agreement information:

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, ST-19 and all booth lease fees to:
Benton County Fair, PO Box 118, Sauk Rapids, MN 56379.**

FAIR OFFICE USE ONLY

Booth Lease Fee - \$ _____

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

Electrical - \$ _____ / _____

Total Paid - \$ _____ / Check # _____ / Cash

Received By _____ Date _____



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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.

New exhibitors may send in completed agreements at any time.

**Returning vendors agreements must be postmarked by
June 1st, 2024 to secure the same booth from the 2023 fair.**

EXHIBITOR 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. Please schedule your deliveries during the fair for early morning. **All vehicles MUST BE off the fairgrounds by 10:00 am.** Vehicles on the fairgrounds are only allowed to park in the on-ground 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.

SET-UP/TAKE DOWN: Set-up times for inside vendors will be on Monday, July 29th from Noon to 6:00 pm and on Tuesday, July 30th from 9:00 am to Noon. If not set up in the correct area, you will be required to move your exhibit to the correct area. You must bring your parking pass with you beginning on Tuesday. If you do not have a parking pass, you will pay for parking. If the 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. All buildings are locked overnight with the fairgrounds patrolled by the Benton County Mounted Patrol.

Booth License Agreement: The Vendor 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 Vendor 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. Vendors must submit a list of items to be sold, displayed, advertised, promoted, or demonstrated with their Vendor Lease Agreement. Any item in a vendor'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 a Vendor must be immediately withdrawn and removed from the exhibit area. The Fair only allows one Vendor per building who sells Avon, Watkins, Amway, Tupperware, etc. If your organization only allows one Vendor per event, it is your responsibility to ask the fair office personnel if there is another Vendor already confirmed as a Vendor at the fair. For this reason, please be specific and detail the items you will have at the fair on the Vendor 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 a Vendor is unable to participate in the fair, a cancellation request must be made in writing. No refunds will be made without the vendor space being leased to another Exhibitor prior to the opening of the fair, which is Tuesday, July 30th, 2024. If the vendor space is leased to another Vendor, a \$50.00 administration fee will be charged to any Vendor canceling their booth license at any time and for any reason. The Vendor License Agreement and vendor area may not be transferred by any means to another party without the written consent of the Fair. **The person responsible for the Vendor's 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 Exhibitor 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, the west side of the 4-H Lunch stand and inside the Beer Garden.

Parking Passes: One parking pass is included with each booth regardless of the number of people that are working at 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. **Trailers and vehicles (other than ones that are part of your vendor space) may not be left in the on-ground parking areas during the day or overnight.** Daily parking is also available around the perimeter of the fairgrounds for a \$10.00 charge. 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 compliant 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 the 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. Use of each electrical outlet wanted must be paid for in advance and indicated on the Lease Agreement. Electrical use will be checked. A sticker will be included when your agreement is returned that must be put on your electrical cord to confirm that you paid for electric. 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.

Sales Tax Forms/ST-19 Form: All vendors, including non-profits and non-sales booths, must submit a MN Department of Revenue Form ST-19 (Operator Certificate of Compliance) with their Booth 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 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 Vendors 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 and 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: To attract and maintain high-quality Exhibitors, the fair will review all Vendors 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 Vendor Lease Agreement, when in the sole discretion of the fair, such action is in the best interest of the fair and its fairgoers. **Completed Vendor License Agreements postmarked by June 1st from 2023 vendors will secure a booth for the fair.** The fair reserves the right to non-renew any Vendor 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, 2024 will be released and offered to new vendor 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.
- No pocketknives, cap guns, cutlery 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.
- 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. No food may be given away in the by outdoor vendors.

LEAN-TO BOOTHS

You must bring your own extension cords.

All booths - \$175.00 (includes one outlet)

***Extra electrical is extra cost; per outlet**

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

Updated: January 2024

Ag Craft Building Lean-to #1

AC1	AC2	AC3	AC4	AC5	AC6	AC7	AC8	Door
			Slide Door					

Discovery Building Lean-to #2

D1	D2	D3	D4	D5	D6	D7	Door
			Slide Door				

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.