

# 2010 ELKO COUNTY FAIR COMMERCIAL EXHIBITOR AND CONCESSIONAIRE HANDBOOK



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### PURPOSE OF MANUAL

This manual has been prepared as both a guide for you to plan for a successful operation during the Elko County Fair and as a substantive rider to your Rental Agreement. The Rental Manual becomes part of your Rental Contract.

The Elko County Fair Board or its designee reserves the final and absolute right to interpret these rules and regulations and to settle and determine all matters, questions or differences in regards thereto, or otherwise arising out of, connected with, or incident to the Elko County Fair Board. It further reserves the right to determine unforeseen matters not covered by these rules.

Violation of any of the terms and conditions of a Rental Contract, printed Rules and Regulations or policies of the Elko County Fair Board as printed in this manual forfeits all monies, rights and privileges.

It is your responsibility to be knowledgeable of the Rules and Regulation and space rental standards which are part of your Rental Contract.

If you have any questions, please contact Dawn Leyva, Elko County Fair Home Arts Superintendent at 775-777-7260 or 775-744-4545.

### RIGHT OF RENEWAL/APPLICATION PROCESS

Invitations to renew for the 2010 Elko County Fair are mailed out to those exhibitors who participated in the previous year's fair only and who are in good standing with the Fair. The Exhibit Space Lease

Agreement between the Elko County Fair and exhibitors, sponsors or concessionaires is for one Fair only. Renewal for each year's fair is by invitation only. Such a renewal is conditioned upon the previous year's exhibitor's fulfillment of the exhibit space lease agreement, adherence to the rules and regulations as outlined in this manual and regardless of the number of years an exhibitor may have participated in prior Elko County Fairs. Space may be awarded or declined based on a need for variety and best-use determined by the Elko County Fair Home Arts Superintendent or the Elko County Fair Board.

Exhibitors are offered the same space they occupied the previous year if the fair layout remains the same. The Home Arts Superintendent reserves the right to change the layout of the commercial outdoor exhibits when, in its judgment, such action would be in the best interest of the Fair.

In the event the contracted space is changed, eliminated, condemned, or rearranged, the Home Arts Superintendent may reassign another space to the exhibitor or if an exhibitor desires a different location, their application will be considered after the renewal period is over.

The renewal period will begin in March when contracts and applications are mailed to those vendors meeting the renewal criteria. **Any vendor not returning their contract/application and a \$200.00 deposit by 3:00 p.m. on Wednesday, April 28, 2010 or having it postmarked by this same date will forfeit the space they held the previous fair.**

Applications for new exhibitors will be available April 30, 2010. Booth locations are offered on a first come, first served basis. The Elko County Fair does not keep any kind of year-to-year waiting list for booth space.

Should a contract be mailed to an exhibitor as an invitation to renew and the exhibitor wants to make any kind of change to their contract, they will need to contact the Home Arts Superintendent at 775-777-7260 or 775-744-4545.

All applications must be filled out completely including all items being displayed, sold and any other items offered. If an application is not filled out completely and signed it will be returned. Exhibitors must be very specific when listing the items they plan to sell. Broad descriptions such as "novelties" or "toys" will not be accepted. Other examples include cook ware, clothing, jewelry, slicers, books, tools, etc. A detailed list of the exact "novelties" or exact type of "jewelry" must be included. Attach a separate list and/or picture(s) if necessary when submitting an application. Any exact items not listed on the application will be prohibited in your booth. Exhibitors are required to submit any samples of brochures or literature they will be distributing to the public. Booth locations will be assigned, in part, based on the products and/or services listed on the application. Once an exhibitor has been assigned a booth location and the contract has been issued, there will be no changing of location allowed.

All exhibitors and concessionaires desiring to renew their space assignments are responsible for updating any address changes with the Home Arts Superintendent prior to February 1.

## PAYMENT

All exhibitors admitted to be in the Elko County Fair must pay a rental fee based on the location agreed upon. There are no discounts for non-profit or government agencies.

Cash, cashier checks, money orders or major credit cards will be acceptable forms of payment. Credit card sales will only be accepted in person or with signed written consent of the card holder including the amount of the purchase and the reason for the charge.

For all vendors a \$200.00 non-refundable deposit is due with the signed application/contract(s) are returned along with a current photograph of booth setup and/or product. No application/contract will be accepted without the deposit, photograph and signature.

**All space rentals must be paid in full by AUGUST 2, 2010. IF YOUR RENTAL IS NOT PAID IN FULL BY THIS DATE YOU WILL LOSE YOUR DEPOSIT & YOUR SPACE. No acceptations!!**

## OUTDOOR SPACE

All outdoor locations are arranged and assigned by the Home Arts Superintendent.

All exhibit space is sold in 5' increments only (10' minimum). There will not be any prorating or segmenting of space for sale. Booth spaces can be added together to create larger sizes depending on exhibitor's needs and availability of space. **All of Vendors booth/equipment must be contained within the space reserved. There will be no overlapping of space into the streets or isles!!**

If an exhibitor is using a trailer which has an awning or their booth space is designed as such that it has an awning which protrudes out, all care must be taken to prevent anyone from bumping into it. If your awning protrudes out past your reserved space you will be required to purchase additional space to accommodate the awning.

In the event of inclement weather it is the exhibitor's full responsibility for their own items and any damage that may occur from the weather.

Spaces are not equipped with lights; therefore, it is necessary for you to provide your own lights and power cords. **ALL POWER CORDS ARE TO BE COVERED IN TRAFFIC AREAS. THIS IS YOUR RESPONSIBILITY, NOT THE FAIRS.**

## FOOD/CONCESSIONAIRES

All food service vendors must obtain a Temporary Food Establishment Application For Special Events from the Elko Health Department. These include existing restaurants, fast-food operations, caterers, churches, community school organizations, volunteer and social groups. Each vendor is responsible for obtaining its own permit. Cost of the permit is \$50.00.

Office hours for permit application:  
9:00 a.m. to 4:00 p.m., Monday through Friday  
State of Nevada Health Department  
1020 Ruby Vista Dr. #103  
Elko, NV 89801  
775-753-1138

The person in charge must demonstrate adequate knowledge of food safety and sanitation practices in order to receive a Temporary Permit. A permit may be revoked if operator does not comply with health regulations. Permits are not transferable. Multiple vending booths or locations operated by the same owner will each need a separate valid permit. Permit holders must demonstrate the ability to adequately supervise separate locations.

Temporary Event food booths are inspected by the Health Department. All violations must be corrected. Un-permitted or unsafe food practices will result in food removal or booth closure.

All food garbage should be placed in trash bags. Do not allow boxes or sacks of garbage to accumulate in food preparation areas or outside the booth.

Place all grills and other hot equipment in your booth so there will be no dangerous exposed areas. The backs and sides of this type of equipment must be enclosed with hard sided walls (ply board, etc.).

Fire extinguishers are required if you are using equipment with open flames. Propane tanks for grills or any other pressurized tanks, such as those used for fountain drinks, must be secured so they cannot fall.

All trailers, stands or structures, whether portable or fixed, must be professional looking, in good repair, structurally sound, and neat in appearance. Vendors not complying with these policies may be asked to dismantle and/or remove their exhibits or stands from the grounds.

All tents, awnings, etc. must be compatible (call Elko fire Dept. for regulations at 777-7345). Your area will be inspected by the City Fire Dept. before opening. If not in compliance you will be asked to take down and remove such tent, awning, etc.

Laws of the City, County and State of Nevada must be strictly adhered to, including the State Fire Code. Any professional licenses which must be obtained in the regular course of doing business in Nevada must be obtained before exhibitor will be allowed to setup.

**No holes in the asphalt or grass will be allowed without special permission from the Home Arts Superintendent.**

#### CANCELLATION OF EXHIBITOR SPACE/REFUNDS

Exhibitors and concessionaires must provide written notice of cancellation. Because the Elko County Fair will suffer certain losses which cannot be determined, the deposit will automatically be forfeited.

The Elko County Fair is not responsible for the loss of sales due to inclement weather or excessive noise from the carnival, Grandstand area or other attractions on the Fair Grounds.

#### **EXHIBIT HOURS**

All vendors and exhibits are required to be open to the public at these times:

Friday	9/3	10:00 a.m. to dark
Saturday	9/4	9:00 a.m. to dark
Sunday	9/5	9:00 a.m. to dark
Monday	9/6	9:00 a.m. to 6:00 p.m.

Vendors are allowed to stay open past dark if there is a want/need.

Admission gates to the Fair often open earlier to allow admittance for other events going on at the Fair Grounds. Although the vendors are not required to be open until the times listed above, vendors should understand there are people on the grounds earlier than the 9:00 a.m. times.

Every vendor must be set up, ready to be open for inspection by the Home Arts Superintendent/Health Dept./Fire Dept. by 10:00 a.m. on opening day. If booths are not set up by 3:00 p.m. on opening day, the Superintendent reserves the right to assign the space to another vendor.

Closing day of the Fair, booths may close at 6:00 p.m. However, no vehicles will be allowed on the grounds until crowds disperse and it is deemed safe by Management.

## RESTRICTIONS

In the interest of promoting the health, safety and welfare of persons on or about the premises of the Elko County Fair Grounds, the following will not be allowed to be produced, manufactured, dispensed, advertised or possessed on said premises: (a) controlled substances, (b) drug paraphernalia.

In addition, the Home Arts Superintendent has determined there will be no ear-piercing, martial arts' items or toys, tattooing, sale of firearms or like weapons, phrenology, fortune telling or physic reading.

Exhibitors are prohibited from selling knives, fireworks, stink bombs, metal stars, swords, any kind of pop-gun, weapons of any type, laser (pointer) pens, potato guns, or blowguns of any kind.

Home Arts Superintendent will not permit the sale or display of obscene material and reserves the right to remove from the grounds any product, exhibit, sign or advertising matter which is not in harmony with the overall goals and objectives of the Fair.

No loud speaker, amplifier, or sound device shall be used in the exhibit space without prior approval. Excessive noise from any source, including televisions, stereos, organs, saws, microphones, motors, etc., will not be allowed.

All vendors must be confined to the area inside the leased space. No persons, equipment, boxes, booth contents, etc., may block aisles.

**No vendor shall distribute advertising matter, handbills, fliers, tokens or other material on the Fairgrounds except from an assigned booth or display space. The tacking or positioning of any advertisement, bill, sign, banner, or printed matter other than within the assigned space is strictly prohibited. No vendor shall solicit or distribute such material in aisles or while roving the grounds. It is strictly prohibited for anyone to pass out advertising material, take surreys or conduct business of any kind in the parking lots owned and operated by the Elko County Fair without approval from the Superintendent. Anyone violating this rule is subject to removal from the grounds.**

No exhibit space is allowed to be shared or sublet without approval from Superintendent.

Exhibitors are advised that providing information regarding another commercial exhibitor is prohibited. In addition, Elko County Fair will not get involved in any price setting/fixing between competing exhibitors or get involved in any exclusive agreements an exhibitor may have with a supplier.

**No holes in the asphalt or grass will be allowed without special permission from the Home Arts Superintendent.**

Laws of the City, County and State of Nevada must be strictly adhered to, including the State Fire Code. Any professional licenses which must be obtained in the regular course of doing business in Nevada must be obtained before exhibitor will be allowed to setup.

**RULE VIOLATIONS**

Whenever a violation of any Elko County Fair rule or contract is noted by the Home Arts Superintendent, an infraction ticket will be written and a copy will be left with exhibitor. Copies of each recorded violation will be reviewed and placed in the exhibitor's file. Any violation(s) are cause for 1. not inviting the exhibitor to return the following year or, 2. depending on the seriousness of the rule infraction, it may be cause for the immediate closure of the exhibit.

Vendors/exhibitors deemed unsuitable by the Home Arts Superintendent after set up will not be allowed to open until the exhibitor corrects the perceived problem. Should an exhibitor not comply with the rules and regulations outlined in this handbook regarding the Elko County Fair goals and values they may be removed from the grounds, without a refund, by written notice from the Home Arts Superintendent.

Exhibitors who may be found vandalizing Fair Grounds property or the property of other exhibitors will also be removed from the grounds, without a refund and may be subject to criminal prosecution.

**ELECTRICITY**

All electrical power requirements must be requested on the Vendor Contract and paid for with the final booth payment. If not indicated on the contract, any requests for special power must be made in person by August 28. Additional charges will be made for this service and will be paid by the exhibitor with final booth payment. All electrical charges are \$70.00 per outlet.

Vendors are to bring their own GFI protected cords or power strips to plug into Fair Grounds power source to distribute the power where needed inside their booths. The Elko County Fair does not supply any wiring, cable, extension cords, adapters or special connectors of any kind. **All extension cords or wiring must be properly taped down, covered or tucked away to avoid potential trip or safety hazards.**

Home Arts Superintendent will inspect all booths during the Fair to ensure no one is using more electricity than they have ordered. In the event it is found an exhibitor is knowingly using more power than they have ordered and paid for, the exhibitor may be fined and/or the booth closed.

A \$200.00 fine and/or expulsion from the Fair will be assessed to anyone found entering into a Fair Grounds electrical panel or tampering with electrical lines or outlets in any way.

The Elko County Fair expressly denies responsibility for electrical failures, and any damage to equipment or property, caused by drops or increases in power supply, low voltage or power surges.

Correspondingly, all exhibitors and vendors expressly agree to indemnify and hold harmless the Elko County Fair, its members, employees and board from such claims. In no case will the Elko County Fair be held responsible for loss of profits, revenues, or loss of equipment.

**SHIPMENTS AND STORAGE**

No shipments will be accepted by the Elko County Fair prior to or during the Fair.

No merchandise, display materials, boxes, crates, equipment, etc., will be allowed to be stored anywhere on Fair Grounds property other than inside commercial exhibitor's booths or personal vehicles. Vendors are responsible for storage of their own inventory, packaging, equipment, etc. Any items left on the Fair Grounds Property after the Fair will be discarded.

**SET UP TIMES/CARE OF EXHIBITS**

Set up times are as follows:

Tuesday, August 1, 2010	8:00 a.m. to 6:00 p.m.
Wednesday, Sept. 1, 2010	8:00 a.m. to 6:00 p.m.
Thursday, Sept. 2, 2010	8:00 a.m. to 6:00 p.m.

All vendors need to be aware that the Fair Grounds will open on Monday, August 30, 2010 for week long events. Home Arts Superintendent suggests that all vendors be set up by Thursday, Sept. 2, 2010.

**REMOVAL OF GOODS DURING THE FAIR**

Commercial vendors or portions thereof, may not be removed from the grounds during the Fair without prior written consent of the Home Arts Superintendent. No exhibit or portion thereof may be torn down or removed before 6:00 p.m. on the closing day of the Fair.

**SALES TAX**

The following information applies to all vendors of the Elko County Fair in which food and/or merchandise will be sold. All vendors must obtain tax numbers required by the Nevada State Department of Taxation. Forms and numbers will be given to vendor upon arrival to the Fair. All sales are subject to Nevada State Sales Tax, which must be paid by each Vendor in compliance with Nevada law. **The sales taxes and forms must be submitted to the Home Arts Superintendent by the last day of the Fair. No cash allowed, checks must be written to State of Nevada Taxation. Taxes are not allowed to be mailed in.**

## INSURANCE

All exhibitors must have insurance to cover all losses. The Elko County Fair is not responsible for any losses to exhibitors. We require that you have liability insurance to cover any possible injuries to patrons in your booth.

All exhibitors and concessionaires are required to provide the Elko County Fair with an insurance certificate naming the Elko County Fair as an “additional insured” in the amount of one million dollars (\$1,000,000.00). A copy of this insurance certificate must be submitted to the Home Arts Superintendent with application. If copy of certificate is not supplied with application, the Elko County Fair will charge you an additional \$75.00 for special event insurance. You may purchase insurance from the Elko County Fair for \$75.00 for length of event.

## IMPORTANT DATES

<b>2010 renewal/contract forms mailed to vendors:</b>	<b>March 01, 2010</b>
<b>2010 renewal forms w/\$200.00 deposit due:</b>	<b>Wednesday, April 28, 2010</b>
<b>2010 Contract payment in full due:</b>	<b>Monday, August 2, 2010</b>
<b>New exhibitor applications/contracts due:</b>	<b>After April 29, 2010</b>
Booth set up:	Tuesday, August 31, 2010 8:00 a.m. to 6:00 p.m. Wednesday, Sept. 1, 2010 8:00 a.m. to 6:00 p.m. Thursday, Sept. 2, 2010 8:00 a.m. to 6:00 p.m.
Booths open, ready for inspection:	Friday, Sept. 3, 2010 10:00 a.m.
Fair opens:	Friday, Sept. 3, 2010 11:00 a.m.
Fair closes:	Monday, Sept. 6, 2010 6:00 p.m.