



Dates of Vendors open to the public: September 1-4, 2023

Submit to: Elko County Fair, PO Box 2067, Elko, NV 89803

THIS CONTRACT is not effective unless signed; returned with required deposit, pictures, copy of insurance, etc. This agreement is made between Elko County Agricultural Association, District No.4, a political institution of the State of Nevada, commonly called the Elko County Fair Board, herein named "FAIR BOARD" and

Contact Name: _____

Company/Business Name: _____

Mailing Address: _____ City: _____ State: _____ Zip: _____

Business Phone: _____ Cell Phone: _____ Email Address: _____

Take the time to read over our Commercial Vendor Handbook (downloadable from our website).

\$200.00 NON-REFUNDABLE APPLICATION/DEPOSIT FEE DUE WITH THIS FORM – Counts toward total booth cost
(NEW Vendors need to provide a copy of a photo identification with the application.)

THE PARTIES AGREE AS FOLLOWS:

- 1. **Use of Premises:** FAIR BOARD rents to USER the use of the following marked space for the Elko County Fair. Please NOTE this is a **four-day** event and you agree to participate for the duration of the event.

Exhibit Space and Fees: (all booths are outside)

VENDOR BOOTH SPACES

- _____ 15' x 10'..... \$270.00
- _____ 15' x 20'..... \$530.00
- _____ 15' x 30'..... \$790.00
- _____ 15' x 40'..... \$1,060.00

_____ **INSURANCE:** All exhibitors **must** submit a current certificate of insurance (listing Elko County Fair as additional insured) from one of the following sources: **Check one:** _____ Commercial Business or Homeowners extension
_____ Special Event Insurance Policy

_____ Electrical outlets @ \$75 per outlet (limit 2) Vendors are responsible for any adapters needed. \$ _____

Indicate type of plug needed: _____ 30 amp 120V _____ 50 amp 125/250V _____ Standard three prong plug

Fees charged are for all four (4) days (September 1-4, 2023) and hours of the Elko County Fair. No commission is charged on items or goods sold. ALL Vendors agree to participate for the entire duration of the Fair.

**ELKO COUNTY FAIR AND LIVESTOCK SHOW
RELEASE**

THE UNDERSIGNED, an exhibitor at the 20_____ Elko County Fair, does by these presents, covenant and agree with the Elko County Fair Board, their successors and agents, that the undersigned shall not institute a suit of action at law or otherwise against the Elko County Fair Board, its agents or successors, for any claim or demand, action or cause of action of any damage, costs, loss of service, expenses of compensation for or on account of any damage, loss of injury, either to person or property or both, resulting or to result, known or unknown, by the undersigned, his heirs, executors or assigns, and shall save and hold harmless the Elko County Fair Board from any cause of action for damage to other persons or other property, or both, resulting from the conduct of any activity by the undersigned, the parties hereto agreeing that this release shall be for the

period from _____ to _____, inclusive.

That this Agreement is given in consideration of the Elko County Fair Board permitting the undersigned to display or otherwise participate in the 20_____ Elko County Fair, and for other good and valuable consideration and the promises and covenants contained herein.

Dated this _____ day of _____, 20____.

Signature

Address

City, State, Zip Code

ELKO COUNTY FAIR BOARD

Make copies for your files!

Enclose all information, Insurance Certificate, pictures and payment with application/contract.

Incomplete applications will be returned and may cause a delay in approval.

Please sign and date all copies and return to:

Elko County Fair PO Box 2067, Elko, NV 89803

2023 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 Elko County Fair Office 775-738-3616 or email to elkocountyfair@hotmail.com and corirainwater@gmail.com.

RIGHT OF RENEWAL/APPLICATION PROCESS

Invitations to renew for the 2023 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

LOCAL Exhibitor Application/Contract 102nd Elko County Fair www.elkocountyfair.com

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 Admissions or the Elko County Fair Board.

Exhibitor's spaces may be changed to accommodate traffic flow and adhere to regulations. The layout may or may not change from previous years, so no guarantee of the same space can be made yearly. The Elko County Fair 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.

The renewal period will begin in April when contracts and applications are emailed/mailed to those vendors meeting the renewal criteria. The Fair may accept applications from vendors selling similar products if we do not receive your complete application, supporting documentation and deposit by July 31, 2023.

Applications for new exhibitors will be available April 1, 2023. 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 Elko County Fair Office 775-738-3616 or email to elkocountyfair@hotmail.com and corirainwater@gmail.com.

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.

PAYMENT

All exhibitors admitted to be in the Elko County Fair must pay a rental fee based on the booth size and sales item(s) agreed upon. Cash, cashier checks, money orders or major credit cards will be acceptable forms of payment. It is your responsibility to provide proof of payment if needed. Credit/debit card sales can be accepted via phone by calling J.J. @ 775-397-2769 to make arrangements.

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. This deposit is applied to space rental.

All space rentals must be paid in full by August 14, 2023. IF YOUR RENTAL IS NOT PAID IN FULL BY THIS DATE YOU WILL LOSE YOUR DEPOSIT & YOUR SPACE. No exceptions!!

OUTDOOR SPACE

All outdoor locations are arranged and assigned by the Elko County Fair Vendor Superintendent. 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 aisles!!**

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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. Any adapter needed for power hook up is the responsibility of the vendor.

ALL POWER CORDS ARE TO BE COVERED IN TRAFFIC AREAS BY RUBBER MATTING OR COMMERCIAL POWER CORD COVERS. TAPE IS NOT ALLOWED. THIS IS YOUR RESPONSIBILITY, NOT THE RESPONSIBILITY OF THE FAIR.

If you have questions regarding inspection and local regulations, please contact the Fire Marshall @ 775-777-7345

FOOD/CONCESSIONAIRES

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

Office hours for permit application:

8:30 a.m. to 9:00 a.m., Monday through Friday

State of Nevada Health Department

1020 Ruby Vista Dr. #103

Elko, NV 89801

775-753-1138

All 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.).

All vendors are required to have an appropriate fire extinguisher in their booths. 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 need to be adequately secured against gusty winds, **NO STAKES ALLOWED IN THE ASPHALT AREA.**

All tents, awnings, etc. must be compatible. 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.

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NO holes in the asphalt. No holes on the grass will be allowed without special permission from the /Vendor Superintendent.

CANCELLATION OF EXHIBITOR SPACE/REFUNDS

Exhibitors and concessionaires must provide written notice of cancellation 30 days prior to the event. 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	9/1	12:00 p.m. to dark
Saturday	9/2	9:00 a.m. to dark
Sunday	9/3	9:00 a.m. to dark
Monday	9/4	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. If you have been inspected, you can open on Friday earlier than scheduled.

Every vendor must be set up, ready to be open for inspection by the Vendor Superintendent/Health Dept./Fire Dept. by 8:00 a.m. on opening day (Friday, Sept. 1)

Closing day of the Fair, booths may close by 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 Elko County Fair Board has determined there will be no ear-piercing, martial arts' items or toys, permanent tattooing, sale of firearms or like weapons, toy weapons, disappearing ink pens & like items, phrenology, fortune telling or physic reading. Exhibitors are prohibited from selling tobacco products, fireworks, stink bombs, fart bombs, snaps, silly string, disappearing ink, noise makers, metal stars, swords, any kind of pop-gun, weapons of any type, laser (pointer) pens, potato guns, or blowguns of any kind.

Elko County Fair Board 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 loudspeaker, 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. All Vendors will set up in their assigned 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 Elko County Fair Admissions. Anyone violating this rule is subject to removal from the grounds.

No exhibit space is allowed to be shared or sublet without approval from Elko County Fair Admissions.

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.

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.

If you have questions regarding inspection and local regulations, please contact the Fire Marshall @ 775-777-7345

RULE VIOLATIONS

Whenever a violation of any Elko County Fair rule or contract is noted by the Vendor Host or Admissions 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. Health code violations will not be tolerated; this is cause for immediate expulsion.

Vendors/exhibitors deemed unsuitable by the Vendor Tender/Admissions 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 or Vendor Tender instructions regarding the Elko County Fair goals and values they may be removed from the grounds, without a refund, by written notice from the Admissions 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 1, 2023. Additional charges will be made for this service and will be paid by the exhibitor with final booth payment. All electrical charges are \$75.00 per outlet. It is the vendor's responsibility to know what type of power source they need.

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 POWER CORDS ARE TO BE COVERED IN TRAFFIC AREAS BY RUBBER MATTING, TAPE OR COMMERCIAL POWER CORD COVERS. THIS IS YOUR RESPONSIBILITY, NOT THE RESPONSIBILITY OF THE FAIR.**

Vendor Tender or Admissions 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 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.

Supply load-in will be between 6 and 8 am daily.

SET UP TIMES/CARE OF EXHIBITS

Set up time is as follows:

Wednesday, August 30, 2022,	12:00 p.m. to 8:00 p.m. &/or
Thursday, August 31, 2022,	8:00 a.m. to 8:00 p.m.

REMOVAL OF GOODS DURING THE FAIR

All vendors need to be aware that the Fair Grounds will open on Monday for weeklong events. Vendor Tender/Admissions Superintendent deems that all vendors be set up by Tuesday or Wednesday. All vendor booths

must be set up and ready for inspection by 8AM Friday. No exceptions. All vendors are set up for four days. Commercial vendors or portions thereof may not be removed from the grounds during the Fair without prior written consent of the Vendor Tender/Admissions 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 Elko County Fair Office by the last day of the Fair. Checks must be written to State of Nevada Taxation. Taxes are not allowed to be mailed in. NOT SUBMITTING YOUR TAX FORM MEANS YOU WILL NOT BE ALLOWED TO OPEN A BOOTH OF ANY KIND IN THE STATE OF NEVADA.**

The Elko County Fair Board is notified of any returned checks to the State of Nevada Taxation. ANY vendor writing a bad check will NOT be invited back to the Elko County Fair.

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/binder naming the Elko County Fair as an “additional insured” in the amount of one million dollars (\$1,000,000.00). Indicating dates of operating from set up to the end of the Fair. A copy of this insurance certificate/binder must be submitted to the Admissions Superintendent with application.

IMPORTANT DATES

Booth set up:	Wed. August 30 – Thu. Aug 31, 2023	8:00 a.m. to 8:00 p.m.
Booths open, ready for inspection:	Fri, September 1, 2023	8:00 am
Fair opens:	Thu, August 31, 2023	10:00 a.m.
Fair closes:	Mon, Sept. 4, 2023	6:00 p.m.
2023 Complete renewal form with Insurance and \$200.00 deposit due:		July 31, 2023
2023 Contract payment in full due:		August 14, 2023
2024 Renewal/contract forms available on website:		January 2024