



DOUGLAS COUNTY FAIR

JULY 22, 2017

CHANCE RIDGE EVENT CENTER IN ELKHORN, NEBRASKA

2017 VENDOR REGISTRATION FORM

Business Name: _____

Address: _____

Business Phone: _____ Fax: _____ Cellular: _____

Email: _____ Website: _____

Owner/Operator Contact Name and Title (please print): _____

Please describe the product(s)/service(s) in detail, including brand name, and a short description of what your booth space will look like:

BOOTH SIZE AND COST INFORMATION

1. **PAYMENTS:** 50% Deposit required with registration application.

2. **BOOTH PREFERENCE:**

Booth assigned on a first come first served basis. If your choice is not available, you will be assigned the closest to your preference in location and size. Some adjustments may be necessary to meet show requirements and to allow proper show layout.

1st Choice _____ 2nd Choice _____

3. **BOOTH FEES:** Number of booths _____ at _____ = \$ _____

Additional 110v electrical _____ x\$75 or 220v _____ x\$175 = \$ _____

4. **BOOTH SIGN:** I request a 42" w x 7" h booth sign: _____ x\$5 = \$ _____

5. **DRAPED TABLE:** _____ x \$15 = \$ _____

6. **PADDED CHAIRS:** _____ x \$2 = \$ _____

TOTAL COST = \$ _____

50% due with Agreement = \$ _____

Balance due on or before July 18, 2017 = \$ _____

2017 DOUGLAS COUNTY FAIR BOOTH PRICING			
BOOTHS	CORPORATE BUSINESS	NON-PROFIT & GOVT. ORGANIZATION	HOME-BASED BUSINESS
10'X10' (Mezzanine)	\$250	\$150	\$300
20'x40' (Outdoor Bulk)	\$1,000	N/A	N/A

BOOTH PRICE INCLUDES

- 8' background drape, 3' side drapes (except for Outdoor Bulk booths), and one 110v electric if requested.
- Up to 2 free vendor parking passes in designated parking lot.
- Listing on the Douglas County Fair website with logo/link on the website

SHOW SCHEDULE

MOVE-IN HOURS
 Friday, July 21, 2017 8am to 8pm

MOVE-OUT HOURS
 Saturday, July 22, 2017 4pm to 10pm

SHOW HOURS
 Saturday, July 22, 2017 7am to 4pm

Vendor Signature: _____ Date: _____

Printed Name: _____ Title: _____

By signing this Vendor Registration Form, the above Vendor agrees to all of the conditions and terms set forth in the following 2017 Vendor Terms and Conditions (collectively the "Agreement"). This contract is a legally binding contract entered into between the Douglas County Fair Association ("DCFA") and the above signed applicant ("Vendor") for exhibition space at DCFA's DOUGLAS COUNTY FAIR to be held July 22, 2017 (the "Event"). The Agreement will be effective upon acceptance and execution by DCFA. Enclosed is a deposit equal to 50% of the full cost with this signed Agreement.

MAIL TO: Douglas County Fair Association, P.O. Box 4642, Omaha, NE 68104	OFFICE USE ONLY: Date Received: _____ Confirmation Call Date: _____ Deposit Received: _____ Check No.: _____ Amount Due: _____ Approved: _____ Approved By: _____
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VENDOR TERMS AND CONDITIONS

ASSIGNMENT AND USE OF SPACE: Vendor will be assigned exhibition space (the "Location") within the Chance Ridge Event Center at the Douglas County Fair (the "Event") held Saturday July 22, 2017, at the sole discretion of Douglas County Fair Association ("DCFA"). In assigning Locations, DCFA may consider the order in which vendors submit properly completed and executed applications and rental fee deposits. Vendor is encouraged to return this Agreement promptly. Vendor's reservation cannot be held until the deposit is received. Submitting an Application does not guarantee acceptance to the Event. Exhibitors must meet quality standards and exhibit categories.

PLEASE NOTE:

- The Location will be clearly marked and limited to the dimensions noted above. Vendor will be charged for any space used beyond the reserved Location. Any vendor banners or promotions outside of assigned space must be approved PRIOR to posting or they will be removed by event management.
- Posted maps at the Event will indicate Vendor Location. Contact DCFA through email at info@douglascountyfair.org with any questions (or for cancellations – see below).
- Extra tables will NOT be available during the Event, so be sure to reserve what you need. To reserve extra tables/chairs, contact DCFA.
- Subject to the terms and conditions set forth herein, for the duration of the Event, DCFA grants to Vendor and Vendor hereby accepts a nontransferable license to use the Location for the Vendor's use including the non-transferrable right to sell/display products.

FEE PAYMENT: Signed contracts must be accompanied by a deposit equal to 50% of the full cost. **Deposit must accompany the Application, due by June 1, 2017. The remaining balance is due by July 18, 2017.** You will not be allowed to begin setup until the balance is paid. Make checks payable to: *Douglas County Fair Association.*

CANCELLATION: In order to voluntarily terminate this Agreement and receive a full refund of deposit, Vendor must cancel in writing, or email (with confirmation of receipt of cancellation by DCFA) by June 1, 2017. If a notice of cancellation is received AFTER June 1, 2017, the deposit will not be refunded. If Vendor does not check in by Friday, July 21, 2017 at 8:00pm CST, space will be forfeited and assigned to another exhibitor. Any Vendor who does not check in by the start of the Event will not be entitled to a refund of any funds paid.

OPERATING HOURS: Vendor shall operate their booth on Saturday July 22, 2017 from 7:00am to 4:00pm.

INSTALLATION OF EXHIBITS: Vendors may assemble and move-in to their assigned booth space starting Friday, July 21, 2017, between the hours of 8:00am and 8:00pm CST. We appreciate your efforts to have your exhibit assembled by Friday, July 21, 2017 at 8:00pm CST, prior to the start of the event on July 22, 2017.

REMOVAL OF EXHIBITS: Vendor will not be allowed to remove Vendor's exhibit in whole or in part until 4:00pm CST on July 22, 2017. All exhibits must be removed by noon, Sunday, July 23, 2017. Any property of Vendor which is left at Chance Ridge and not collected by noon on Sunday, July 23, 2017, will be stored in DCFA storage. Retrieval of property of DCFA storage will incur a fee of \$100.00.

Please note: Doors will be locked overnight. Items left will be at your own risk.

CHARACTER OF EXHIBIT: Vendor agrees to use the Location and conduct its business in an orderly and lawful manner and abide by all applicable laws and all rules and regulations prescribed by DCFA. DCFA reserves the right to restrict, prohibit, or remove any exhibits or exhibitors that within DCFA's judgment may be offensive or detract from the general character of the Event, including without limitation persons, noise, items, conduct, printed material, or anything of an objectionable character, which may be detrimental to other exhibits or the Event. Vendor must keep the Location open and staffed adequately at all times during the Event. Aisle ways must be kept clear and personal items stowed within the Location.

INSPECTION: Authorized representatives of DCFA shall have access to the Location for reasonable inspection purposes at any time. In the sole judgment of DCFA, if Vendor possesses or sells any improper materials, or engages in improper or unlawful conduct at the Event, DCFA will give Vendor notice to cease and desist such activity. If Vendor fails to promptly comply, DCFA may immediately terminate this Agreement and revoke the rights granted to Vendor hereunder, in which case Vendor must immediately evacuate the Location and the Rental Fee shall NOT be refundable.

INDEPENDENT CONTRACTOR: Vendor acknowledges that it is an independent contractor and not an agent, servant, employee, joint venture with, or representative of DCFA. Neither of the parties is authorized to contract any debt, liability, or obligation for, or on behalf of, the other party.

SALES TAX: If Vendor makes any sales during the Event, Vendor is responsible for the collection and reporting of applicable sales tax. Sales tax forms will be available on site.

FOOD/BEVERAGE OPERATIONS: Vendor shall display the prices of menu items, including drinks, in a location clearly visible to fair-goers. Sandwich board menus or other types of signage may only be placed directly outside the leased space.

FIRE PREVENTION: All booth decorations and other materials at the Location must be fire retardant. Electrical wiring must conform to National Electric Code Safety Rules. If inspection indicates that Vendor has failed to comply with these regulations, or otherwise incurs fire hazard, all or such part of Vendor's exhibit may be cancelled as deemed necessary by the discretion of DCFA. The Vendor must comply with all local laws, ordinances, and regulations pertaining to fire prevention and public safety while participating in the Event. In such cases, no refunds will be made.

CARE OF BUILDING AND EQUIPMENT: Neither Vendor nor its agents shall injure or deface the walls, ceiling or floors of the Chance Ridge Event Center, the Location, or the equipment at the Location. The Vendor is liable for any property damaged. No pets allowed.

FORCE MAJEURE: DCFA shall not be responsible for, and shall be excused from, non-delivery of the Location if non-delivery is due to fire, flood, earthquake, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, or any other similar cause beyond the reasonable control of DCFA. If DCFA is unable to hold the Event for any reasons stated in this paragraph, DCFA will reimburse Vendor for Rental Fees paid hereunder and nothing more.

ASSIGNMENT: Vendor shall not assign or transfer its obligations under this Agreement without DCFA's prior written consent.

LIABILITY & INSURANCE: Vendor is required to carry insurance to cover exhibit material against damage and/or loss of any kind and public liability insurance against injury to any persons and/or the property of others. Vendor accepts full responsibility for all liability or damages to persons or property arising out of Vendors use and occupancy of the Location. Vendors must submit a Certificate of Insurance as well as a copy of the floater insurance from their insurance company to DCFA before the Event. Neither DCFA, Chance Ridge Event Center, management of the Event, nor any directors, officers, employees, or agents of any of the foregoing will be responsible for any damages to Vendor, its employees, agents, customers, or the property of any such persons as a result of such use or occupancy, including from theft, strikes, damages by fire, water, storm, terrorism, vandalism or other causes.

VENDOR AGREES TO INDEMNIFY AND HOLD HARMLESS THE EVENT AND DCFA AND THEIR RESPECTIVE DIRECTORS, OFFICERS, AGENTS, VOLUNTEERS AND EMPLOYEES FROM ANY AND ALL DAMAGES OR CLAIMS DIRECTLY OR INDIRECTLY CAUSED BY THE USE OR OCCUPANCY OF THE LOCATION BY VENDOR.

GOVERNING LAW: The validity, construction, interpretation and administration of this Agreement shall be governed by the laws of the State of Nebraska (without regard to its conflict of law principles). The parties agree that any cause of action or litigation involving the alleged breach or enforcement of this Agreement or any claim arising hereunder shall be filed exclusively in federal or state court in Douglas County, Nebraska, and Vendor hereby irrevocably consents to the jurisdiction of any federal or state court in Douglas County, Nebraska.

BINDING CONTRACT; ADDITIONAL RULES: All the conditions and terms set forth herein constitute a valid and binding contract between Vendor and DCFA. In its sole discretion, DCFA may establish further rules and regulations governing exhibitors as deemed necessary in the interest of the general success of the Event. Vendor agrees to be bound by all conditions, rules and regulations stated herein and, upon notice to Vendor, otherwise established by DCFA.

IMPORTANT: By signing the 2017 Douglas County Fair Vendor registration form, the vendor agrees to all conditions and terms set forth in this agreement and those of the Chance Ridge Event Center.

QUESTIONS? Contact the Douglas County Fair Association at email info@douglascountyfair.org
The 2017 Douglas County Fair is run by the 501(c)(3) nonprofit Douglas County Fair Association. Federal Tax ID# 47-4255960.