



FAIR MISSION: The mission of the Eastern Idaho State Fair is to provide wholesome, affordable, family-oriented entertainment and education in an agricultural environment within clean and safe surroundings. Any and all acts that violate or tend to violate the fair mission statement are prohibited, and the Fair Board is authorized to terminate any violation by taking whichever action deemed appropriate, including, but not limited to, closing the exhibit and/or removing the violators from the fairgrounds.

2013 DEADLINES

MARCH 29, 2013	Contract from District Fair signed and returned with 1 st Payment of 50% Licensee Fee.
MARCH 29, 2013	\$15 Electrical Inspection Fee
JUNE 28, 2013	2 ND Payment Due of Licensee Fee, Merchandise/Food Price List
AUG 1, 2013	Liability Insurance Certificates due to District Fair
AUG 1, 2013	Requests for discounted gate tickets must be received by Dist. Fair
Aug. 28, 2013	Winter Booth Storage Fee for those storing on the grounds year round
SEPT 27, 2013	All Electrical Charges paid in full
	Concessionaire Report Due
	All Concessionaire Fees paid in full

CONTRACT

Only persons receiving written contract for concession/commercial exhibit space will be allowed to exhibit. These persons are required to sign the written contract and make a monetary deposit with the Manager of the District Fair before being allowed to transact any business on the fairgrounds.

REFUNDS: No refunds will be made on cancelations after July 31st.

TERM: All space contracts will expire with the close of the fair each year. Space not occupied by 9:00 A.M. the first day of the fair with no notice given will be resold and no refund made.

NO-SUBLETTING: Licensee agrees not to sub-lease or sub-let any part of the space contracted. The District Fair reserves the right to select all concession/commercial vendors.

CONTRACT REVOKED: This contract may be revoked by the District Fair at any time. Violators of the District Fairs rules and regulations or any laws of the City, County, State or Federal entities is cause for revocation of the contract privileges automatically and without recovery or relief and the Licensee agrees to vacate the grounds/location occupied and to cease to do business, without demur and to forfeit all sums paid.

CONCESSIONAIRE PERCENTAGE: All concessionaire percentage payments are due to the Fair no later than September 27th. Failure to meet the deadline will result in a 21% monthly finance charge and seriously jeopardize being invited back. A daily record of total gross sales must be kept by the concessionaire and reported on the Concessionaire Percentage Form. The District Fair Management reserves the right to request documentation of those gross sales including daily cash register tapes and Idaho Sales Tax reports for the period of the Fair.

INSURANCE

LIABILITY INSURANCE: A certificate of liability insurance naming Eastern Idaho District Fair as an “additional insured” in the amount of \$1,000,000 is required against bodily injury and property damage. Where applicable, exhibitors and concessionaires must also have coverage insuring against product liability and products/completed operations. Your Certificate of Insurance must be on file at the Fair Office by August 1, 2013. Failure to provide a certificate by that date will result in a \$100 charge to the total commercial/concessionaire contract for coverage under the Fair’s group insurance policy, as long as the activities are not excluded by Haas Wilkerson. Failure to provide a certificate of insurance for vendors excluded by the Haas Wilkerson Policy by the above date will result in a termination of the contract and all Licensee Fees will be forfeited. The certificate of liability insurance must cover the dates of the Fair from August 31 - September 7, 2013, and the dates for set up and tear down. Name on Insurance Certificate must match name on contract.

INDEMNIFY: It is agreed that the District Fair shall not be responsible for any loss, damage, or injury of any character to any property of the Licensee, his or its agents or employees, or for any personal injury suffered by the Licensee, his or its agents or employees with, on, or at the fairgrounds. All such risk to person and property is assumed by the Licensee. Licensee agrees to indemnify the District Fair from any and all liability, loss, or damage the District Fair may suffer as a result of claims, demands, and costs of judgments against the District Fair arising from Licensee participating in the fair.

ATTORNEY FEES: The licensee agrees to pay all attorneys’ fees and costs arising from any dispute over the enforcement or interpretation of this contract whether or not a suit is filed.

ELECTRICAL

ELECTRICAL: All booths must have an electrical inspection completed before opening day of Fair. An Electrical Inspection Fee not less than \$15 will be charged to each vendor. Vendors will be responsible for any electrical usage over the amount of \$200. A statement of charges will be submitted to the vendor by the Fair’s electrician, and is payable at the Administration Office no later than September 27, 2013.

Any electrical modification or additions must be wired under the supervision of the District Fair electrician. Requests for additional power requirements must be received 15 days prior to the fair and will be done at the exhibitor’s expense. No additional power requirements will be granted without prior consent of the fairgrounds electrician.

MERCHANDISE

AUTHORIZED AND APPROVED MERCHANDISE: The Board of Directors of the District Fair will authorize the letting of space for the sale of such merchandise as is required to supply the necessary wants of the people or that may add to their comfort, convenience, and pleasure; but under no circumstances will merchandise of a questionable nature or of a demoralizing tendency be sold or in any manner tolerated on the grounds or in the buildings. Any items whether animate or inanimate, that are used for or are capable of causing harm or bodily injury are not allowed on the fairgrounds unless otherwise approved in writing. In addition, any items that are a violation of the laws of the City of Blackfoot, County of Bingham, or State of Idaho will not be allowed on the fairgrounds.

ITEMS SOLD: The contract must list the items being sold. No other items may be sold without written approval by Fair Management. Manager reserves the right to prohibit the selling of any item that infringes on the products of another vendor. Food and drink must be reasonably priced. ALL PRICES MUST BE PROMINENTLY POSTED AND APPROVED BY MANAGEMENT OF THE DISTRICT FAIR. A Merchandise/Food Price List Form must be submitted to the District Fair by June 28, 2013.

ADMISSION

ADMISSION: All persons working in booths must have a gate ticket to enter the Fair each day. Concessionaire booths will receive at no charge 40 tickets and Commercial booths will receive 16 tickets per booth as part of their Licensee Fees.

Additional tickets may be purchased for WORKERS ONLY at \$3 per ticket. Requests for these tickets must be submitted to the Fair Office no later than August 1, 2013, for the discounted price. After that date, tickets may be purchased at the regular price through the outside ticket booths.

SALES TAX

SALES TAX: As is dictated by Idaho Tax Code, Title 63-3620C, each exhibitor must complete form ST-124, stating whether or not they have taxable items, and if they do, what their sellers permit number is.

The Idaho Sales Tax Act requires every retailer engaged in business in Idaho to obtain a seller's permit from the State Tax Commission. Retailers are required to collect the six percent (6%) Idaho sales tax on each sale that is not exempt from tax. This tax immediately becomes property of the State held in trust by the retailer. All vendors are responsible for paying the sales tax collected. Each exhibitor should display their sellers permit so that State Tax Commission representatives can see it, without having to interrupt the exhibitor. Except for unusual circumstances, there is no charge for an Idaho sellers permit. Contact the Idaho State Tax Commission office to obtain a permit at (208) 236-6244.

BOOTH SPACES

Fair Management reserves the right to select the booth space for each vendor at its discretion. Booths and any attachments, stairs, platforms, etc., must stay within designated area. All aisles and walkways must be kept clear of any obstacles. All exhibits should comply with the fire code, particularly booths constructed of highly flammable material.

Those who are located in permanent booths should be aware that rental of the booth is for fair week only. Fair management reserves the right to rent booths during the off season. If the booth is locked at the close of the fair, a key must be left at the office. In case of emergency where a key is not available, the lock will be cut off. All water must be drained to prevent freezing during the winter.

COMPLY WITH ALL LAWS: All concessions are required to comply with the State, County, and City food and health laws, and to secure a city license at City Hall in Blackfoot. In the event a concessionaire booth receives a health code violation, corrective action must be taken immediately. Failure to do so is grounds for removal from fair. Any reports of food borne illness to the concessionaire must be reported to fair management immediately.

All food concessionaires must meet Fire Code regulations including having an adequate fire extinguisher in their booths - 10 lb. 10A:40BC or class K.

BOOTH CONSTRUCTION: Booths selling food are required to be neat, clean, and substantially built to withstand at least 40 mph winds. All tents or canopies must be of a professional design specifically designated for trade shows, fairs, and festivals. Canopies that are designated for backyards, beach, or picnic use, or "makeshift/homemade" structures made from tarps, PVC pipe, etc., will no longer be allowed. If you are unsure if your current canopy will be allowed, please send photos with your contract. Tents and canopies must be placed and secured within your allotted space. Please make sure you have enough space to allow for the tie-down of your tent or awning, as some tie-downs do not extend straight down. Any stock supplies or boxes must also be within the allotted booth space, and areas must be kept clean and attractive.

No exhibitor may dig holes or pound stakes in the ground until they have checked with and have permission from the grounds superintendent. Securing of booths or any material to EISF Buildings is prohibited! Violators will be charged a minimum of \$100 for damage to EISF Buildings.

SIGNAGE: All commercial vendors and concessionaires can only post signs promoting their booth and the items sold therein. All signage must be for the vendor and cannot reflect sponsors or other advertising. Any additional promotion of other companies or products on or in your space is prohibited. All sale prices must be prominently posted. No handwritten signs will be permitted.

HOURS: Licensee must remain open and staffed for business all eight days of the Fair from 10:00 A.M. to 10:00 P.M. Vendors not open during these times risk not having their contract renewed the following year.

SUPPLIES & DELIVERIES: All supplies delivered by truck must be delivered before 10:00 a.m. each day. All deliveries after 10:00 a.m. are by hand cart only. UPS & FED EX deliveries will deliver Tuesday through Friday from 10:00 a.m. to 12:00 p.m. to the Main Office. Please have payment for packages in the office before delivery. Packages must be shipped to 97 Park St., Blackfoot, ID 83221. Failure to pick up packages on the day they are delivered may result in items being lost or stolen. Any packages over 5 lbs should be sent through UPS & FED EX, not through the United State Postal Service.

SEWER DRAINS: All sewers will be cleaned and operational prior to the fair. **DO NOT** pour grease into drains. On-site containers are provided for the disposal of grease. The cost of repairs for any plugging or stoppage in the sewer lines will be charged to the concessionaire or concessionaires who are using the drain or who caused the drain to become clogged.

ACCESS TO BOOTHS INSIDE BUILDINGS: Booth spaces inside District Fair Buildings will be open to vendors only beginning at 9:30 a.m. each day. The buildings will be locked for the night at 10:00 p.m. and will not be accessible by the vendor until the following morning.

BOOTH REMOVAL: Parties owning buildings on the Fairgrounds must have their contracts renewed within the time allotted on the contract. If contract is not renewed, the building must be removed at least 90 days prior to the opening of the Fair. If building is not removed, the building becomes the property of the District Fair. Licensees must remove exhibits and temporary booths, etc., within 10 days of completion of Fair.

WINTER BOOTH STORAGE: Winter Booth Storage Fee of \$150 per booth will be charged to vendors wishing to store their booths at the EISF through the year on the carnival lot. That fee includes the labor and equipment cost to move the booth to its spot and return it to the carnival lot for storage. It is the responsibility of the vendor to prepare the booth for moving and coordinate the time of moving with the Grounds Superintendent.

VENDORS: Commercial Vendors located in Building #6 in center booth spaces will be using pole & drape dividers. After the 2013 Fair, EISF asks that all built-in items be removed as is required for all other vendors in EISF Buildings.

INSPECTIONS

ELECTRICAL/FIRE/HEALTH INSPECTIONS: Inspections will be required for all vendors before opening day of the fair. Appointments must be made individually by the vendor before the fair opens. Letters will be sent to the vendor giving the agency, phone number, and dates for appointments to be made. All booths agree that the DISTRICT FAIR has the right to inspect their display/booth at any time.

RULES

ADDITIONAL RULES: If a Licensee breaches the E.I.S.F. Concession/Commercial Space Contract or any of the terms of the E.I.S.F. Vendor Handbook Rules For Food Concessions & Commercial Exhibits, the Fair Management shall have the right to immediately terminate this contract and all future contract rights without further notice and close down the Licensee's operation and remove Licensee from the fairgrounds. It is mutually agreed that the general rules and regulations as set forth in the Concessions/Commercial Exhibit Handbook apply and must be followed for the operation of the concession/commercial privileges herein granted. All Licensees must comply with all rules and regulations imposed by the Federal, State, and County or City food and health laws.

MARKETING TACTICS: No persons or exhibitors will be permitted to distribute printed advertising matter, solicit funds, or put up merchandise signs on the fairgrounds other than at the space allotted to them for that purpose.

DRAWINGS/RAFFLES: Vendors must complete The Raffle Approval Request Form and have approval from management before holding any raffle or special drawings. If approved, vendor will need to submit names and phones numbers of the winners to Fair Management at the close of the Fair.

AMPLIFICATION/SOUND: Sound transmissions such as radios, television sets, loudspeakers, voice amplification systems, and piano/organ demonstrations are subject to approval of Fair Management; and if used, they must be controlled as to not interfere with other exhibitors. THIS PRIVILEGE MAY BE REVOKED AT ANY TIME.

ANIMALS: Animals are not permitted on the grounds during the Fair, with the exception of disability-related service dogs and animals entered in livestock and 4-H shows. Disability-related service dogs must be on a leash.