

2024 Sports Arena Lease Agreement and Agreement information sheet updates

There have been updates to agreement and agreement information sheets, listed below are the focus of these changes.

1. Booth Arena sizes have been changed – please read the information sheet as some arena booth sizes have increased to 8 x 12
2. Hours listed on the agreement information sheet are as follows:

Please note, the operating hours have changed as of 2023

After reviewing feedback from past year's vendors, we have changed the operating hours.

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

3. We have modified the Cutlery, knives, sharp object policy on page 5- please make note and adjust your inventory as necessary
4. If you are participating in any Senior Citizen discounts on Wednesday, August 1, 2024, Benton County Fair Senior Citizen Day, please check the box on the Lease agreement



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

SPORTS ARENA EAST VENDOR AGREEMENT

Please note, the operating hours have changed as of 2023

After reviewing feedback from past years vendors, we have changed the operating hours.

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 SPORTS ARENA EAST AGREEMENT Booth # _____

The Benton County Agricultural Society agrees to lease to: _____

Completed application must include:

ST19, Certificate of Insurance, with Benton County Agricultural Society noted as Additional Insured.

Booth Lease Fee Breakdown:

Booth Lease Fee: \$ _____

Electrical Need: _____ 110Amp Outlet \$30.00 each. Electrical Total \$ _____

Additional Parking Passes: _____ \$40.00 each Parking Total :\$ _____

Total Due \$ _____

Deposit - must be a separate check. \$100.00 Deposit \$ _____

Check will be returned, provided booth is intact until Sunday at 5:00pm

Checks payable to: Benton County Agricultural Society or Benton County Fair

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 Vendor Agreement and the Sports Arena Vendor 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, Certificate of Insurance and all booth lease fees/deposits to:

Benton County Fair, PO Box 118, Sauk Rapids, MN 56379.

Fair Office Use: Total Paid \$ _____ Check # _____ /Cash

Received By: _____ Date: _____

Updated: January 2024



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

SPORTS ARENA EAST VENDORS LEASE AGREEMENT

Please note, the operating hours have changed as of 2023

After reviewing feedback from past year's vendors, we have changed the operating hours.

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

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 1, 2024 to secure the same booth from the 2023 fair.

A deposit check of \$100.00 per vendor is required. The check will not be cashed and will be returned on Sunday by 5:00 pm to all vendors whose booths are still set-up at the 5pm close.

VENDOR INFORMATION

Fair Location: The fairgrounds is 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-grounds 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. The \$100.00 Deposit check must be a separate check that is included with your Vendor Lease Agreement documents. The check will not be cashed and will be given back to the vendor at 5:00 pm at the close of the fair on Sunday in the Office. **Any booths that are removed prior to that 5:00pm time or check is not picked up by the vendor will be cashed.** 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, security deposit check, 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 the booth. The parking pass must be visible on the dash of your vehicle while parked in the on-grounds parking area. Additional parking passes can be purchased at the on-grounds 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-grounds 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.

Table/Chair Rental: Tables and chairs may be rented, or you may provide your own. A table and chair rental form is included with your Vendor License Agreement packet. We do contract this service with a local vendor, therefore, no order for tables and chairs will be accepted after July 20th, 2024.

Also, there will be no refunds for tables and chairs if you cancel your contract after July 20th unless the booth is rented to another vendor, and they want the tables and chairs. If you need to adjust or move the drapery for your booth area, please contact the Sports Arena personnel for assistance so it is not damaged.

Electricity: All booths using electric must indicate on the Vendor Lease Agreement and include payment of \$30.00 for each outlet used. Electrical cords must be in compliance with the MN State Board of Electricity regulations. Use of each electrical outlet wanted must be paid for in advance and indicated on 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.

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 Arena including free popcorn.

SPORTS ARENA EAST BUILDING

Booth sizes indicated below. Booths are divided by drapery with 8-foot backs and 3-foot sides. **Your exhibit MAY NOT be taller than 8 feet on the back and 5 feet on the sides. Your exhibit must be under these measurements, or you will be required to adjust your exhibit. If the layout of booths is changed, you will be notified.**

Due to the large number of vendors that take their booths down early on Sunday in the arena, there will be a \$100.00 deposit required of all vendors. This check must be a separate check that is included with your Vendor Lease Agreement documents. The check will not be cashed and will be given back to the Exhibitor by 5:00 pm at the close of the fair on Sunday in the Sports Arena. Any booths that are removed prior to that time or check is not picked up by the Exhibitor will be cashed.

8 x 12 -Corner Booths: 101,121,200,201, 220, 227,300,301,326, 327,400,426-

*\$275-1 Booth

8 x 12 -Wall Booths: 100,102,104,106,108,110,112,114,116,118,120,122,124,-West Wall
403, 405,407,409,411,413,415,417,419,421,423,425,427,- East Wall
502,503,504,505- South Wall
8 x 10 booth size -*600,601,602,603- North Wall
126 Balcony West

*1 booth - \$250, 2 booths - \$425, 3 booths - \$600, 4 booths - \$775, etc.

Inside Row Booths: 103,105,107,109,111,113,115,117,119
202,203,204,205,206,207,208,209,210,211,212,213,214,215,216,217,218,219,221,223,225
302,303,304,305,306,307,308,309,310,311,312,313,314,315,316,317,318,319,320,321,322,
323,324,325
402,404,406,408,410,412,414,416,418,420,422,424

*1 booth - \$225, 2 booths - \$375, 3 booths - \$525, etc.

Booths on the inside of the building have drop down cords available for electricity. Booths around the outside perimeter of the building have electric outlets. **You must bring your own extension cords and tape/mat to put over the cord to secure to the floor. A charge of \$30.00 per outlet must be included with booth payment for electrical use.**

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

Updated: January 2024



Benton County Agricultural Society
PO Box 118
Sauk Rapids, MN 56379
(320) 253-5649

2024 TABLE & CHAIR ORDER FORM

You may bring your own tables and chairs for your booth. **All tables must be skirted.** If you would like to order tables and chairs, please complete this form and return with the Booth License Agreement. The tables and chairs will be in your booth on set-up day.

DO NOT TAKE FROM ANOTHER BOOTH – YOU WILL BE CHARGED FOR THEM!!

Chairs _____ at \$ 5.00 each = \$ _____

6 Ft Table with skirting _____ at \$25.00 each = \$ _____

8 Ft Table with skirting _____ at \$30.00 each = \$ _____

Total Due - \$ _____

No orders will be accepted after July 20, 2024

Booth # _____

Vendor Name/Company _____

Name: _____ Date: _____

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.
	<input type="checkbox"/> I am selling only nontaxable items.
	<input type="checkbox"/> I am not making any sales at the event.
	<input type="checkbox"/> 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
	<input type="checkbox"/> a nonprofit organization that meets the exemption requirements described below:
	<input type="checkbox"/> 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]). <input type="checkbox"/> 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]). <input type="checkbox"/> A nonprofit organization that meets all the criteria set forth in MS 297A.70, subd. 14.

Sign Here	<i>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.</i>	
	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.