



Aksarben Stock Show

Space Rental Rules and Regulations Vendors 2023

Thursday, September 21st through
Sunday, September 24th, 2023.

Booth Policy

The Exhibitor's responsibility can be summed up very simply: "Be a good neighbor." All exhibitors regardless of booth size should be given a substantially similar opportunity to present their product or view to the public. Exhibitors serve as an important part of the Stock Show in celebrating and showcasing Aksarben's excellence. Our primary audience consists of families and youth.

The Aksarben State Stock Show expects exhibitors to enhance the promotional value, variety, and total public acceptance of the Stock Show.

The Aksarben Stock Show reserves the right to restrict any exhibit and/or contents that contain graphic or obscene material or are otherwise objectionable to the family-oriented target audience of the Stock Show. The Aksarben Stock Show has sole discretion to determine whether any content or material is graphic, obscene, or objectionable to the family-oriented target audience. The Aksarben Stock Show has sole discretion to exclude Exhibitors/Exhibits based on quality or presentation inconsistent with the expectations set out in this policy.

Sale or distribution of any merchandise, including printed or written material except under a license issued by the Aksarben Stock Show and/or from a duly licensed location, is strictly prohibited.

Because of the great interest in the safety and orderly movement of the general public and vehicular traffic flow, any activity engaging or impeding the Stock Show-going public or interrupting the orderly flow of the Stock Show-going public outside of an approved, licensed, and contracted booth space is strictly prohibited.

The Aksarben Stock Show Space Rental Rules & Regulations are an attachment to, and an integral part of, Aksarben Stock Show Space Rental Agreement. These Space Rental Rules & Regulations should be read and reviewed prior to signing the Space Rental Renewal or Agreement.

Abbreviations & Definitions

- 1.1 Agreement: A valid Aksarben Stock Show Space Rental Contract between the Lessor and Lessee.
- 1.2 Date of Issuance: The date of the Space Rental Agreement which appears at the top of the Agreement.
- 1.3 Grounds: Any and all land and buildings located at Fonner Park, or controlled by Lessor.
- 1.4 Lessee: The person(s) or company which hold a valid and signed Space Rental Agreement.
- 1.5 Lessor: The Aksarben Stock Show and representative of its management staff.
- 1.6 Aksarben Stock Show / AKA Fonner Park: The property is located at 700 E Stolley Park Road, Grand Island, NE.
- 1.7 Premises or Booth: The space(s) leased by the Lessee on the grounds and described in the Agreement.
- 1.8 Term: The dates for which the Space Rental Agreement is valid, as stated in the Agreement.

Applications

2.1 Space Rental Applications for the Aksarben Stock Show will be accepted by Sales Dept after mid-January of each calendar year. Applications are not carried over from one year to the next.

2.2 Lessor will only consider proposals for exceptional, trailer-mounted, or substantial frame food operations. **All applications must contain a color photo of the proposed operation**

2.3 Lessor will review Space Rental Applications for commercial and informational booths and shall be the sole judge in determining what is in the best interest of the Aksarben Stock Show and the public. Some of the factors considered shall be the health and safety of the public, the extent to which proposed products or services duplicate existing products or services, the date the application is received, and the quality and professionalism of the proposed product or service.

Booths and Buildings

3.1 MOVE-IN:

Wednesday, September 20 th	8:00 A.M. – 8:00 P.M.
Thursday, September 21 st ,	8:00 A.M. – 12:00 P.M.

3.2 OPERATING HOURS:

All Exhibits must be **open to the public from:**

Friday, September 22 nd ,	8:00 A.M. – 7:00 P.M.
Saturday, September 23 rd ,	8:00 A.M. – 7:00 P.M.
Sunday, September 24 th ,	8:00 A.M. – 2:00 P.M.

Prior approval on a case-by-case basis for a request to modify the move-in and operating hours. Vendors may elect to remain open longer depending on traffic.

Food and Beverage (Concessions) are encouraged to stay open until foot traffic has thinned out. Concessions selling breakfast items are strongly encouraged to open before 9:00 A.M. each day.

The premises must be occupied by the Lessee (or their designated representative) during all open hours. Unstaffed, display-only booths are not allowed except with written permission from the Lessor.

3.3 MOVE-OUT:

Sunday, September 26 th , 2023,	3:00 P.M. – 5:00 P.M.
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3.4 All buildings, booths, or enclosures put up or constructed by Lessee under terms of this Agreement shall be approved by Lessor before the commencement of the term; construction materials shall be of Type I fire resistive material. Proof of such must be available on-site.

3.5 All tables must be skirted to the floor; all boxes and storage containers must be decorative and a part of the display or kept out of sight.

3.6 All inspectors, law enforcement officials, and Stock Show management have the right, during reasonable hours, to enter a concession or exhibit booth in the discharge of their duties for the purpose of making investigation, inspection, or re-inspection.

3.7 Lessee's materials or buildings upon the grounds without an Agreement or under an expired Agreement, or which are not moved within 72 hours following the close of the term or upon order of the Lessor shall become the property of the Lessor. Lessor may take charge of and remove same, charging the expense to the Lessee or the owner which shall be paid before the property is released to the owner.

Cancellation of Agreement

4.1 Lessor reserves the right to cancel the Agreement upon receipt of notice from any member in the International Association of Fairs and Expositions, Inc. (IAFE), that the Lessee has been suspended or expelled from a member's grounds or for violation of contract or rules.

4.2 Agreement may be canceled by Lessee if written notification is in the hand of the Lessor's Director of Facility Rental no later than 30 days prior to the beginning of the term. Refunds of payment made for canceled Agreements, **less a \$25.00 office fee**, will be made only if the above provisions are met. No refunds for cancellations less than 30 days prior to the beginning of the term.

Conditions & Terms

5.1 Lessor reserves the right to remove from the grounds any exhibit, animal, concession, or show that may be falsely entered or represented and may be deemed unsuitable or objectionable, or remove any sign, banner, or advertising matter of any kind which may be deemed unsuitable by Lessor without assigning any reason thereto.

5.2 Lessor will carefully guard against extortion, fraud, and deceit in any form practiced on the public by the Lessee. In the event such extortion, fraud, or deceit is discovered, Lessee agrees to leave premises and the grounds and forfeit all rights and payments of money made or to be made under the Agreement.

5.3 Solicitation of funds for any political, educational, or charitable corporation or association, group, individual or cause of any kind or character is prohibited.

5.4 Lessee/Concessionaire shall keep full and true accounts of all receipts and disbursements, in a book or books kept for that purpose; and Lessee/Concessionaire agrees said books of accounts shall be, at all times, open to inspection or copying by the officers and agents of Lessor, without prior notice.

5.5 Lessees cannot display or sell any merchandise/products/menu items that are not listed on the Agreement without prior approval of the Lessor. Merchandise/products/menu items not listed/authorized on your Agreement are subject to removal at the discretion of the Lessor. Lessor reserves the right to sell exclusive privileges on any merchandise/product/menu item it deems necessary. All merchandise/product/menu items placed in an exhibit area will be placed at the risk of the Lessor. **No requests for additions/changes or merchandise/product/menu items to your Agreement will be accepted after September 1, 2023.**

5.6 Lessor reserves the right to reject unworthy objects of any kind by refusing space or admission to grounds. The sale of or possession of the following items is prohibited at the Aksarben Stock Show: 1. any knife with a blade exceeding four (4) inches (kitchen cutlery will be allowed and is an exception to this rule) 2. Blowguns, conventional or crossbows, slingshots, or any device designed to launch or propel any type of projectile including paintballs; 3. All firearms, including gas, mechanical or air operated; 4. all devices designed to be physically thrown for self-defense, target use, and hunting use, including, but not limited to, throwing stars, darts, spears, boom-a-rang, etc.; 5. Stink bombs; 6. Laser light pointers.

5.7 Lessee shall not exhibit, sell or give away merchandise or literature which bears a counterfeit service mark, trademark, copyright, or any other indication of a proprietary name or design which is identical or, in the sole discretion of Lessor, as similar to the authentic mark as to be misleading to consumers. This prohibition shall apply even if such merchandise or literature is advertised as not being authentic. Violation of this provision shall be grounds for eviction of Lessee from the premises, and forfeiture of all rights and payments made or to be made under this agreement.

5.8 Lessee will conduct Lessee's business in a quiet, respectful, and orderly manner, keeping the premises neat and clean. Lessee shall keep the grounds in the front, rear and both sides of the premises free from trash, rubbish, and litter. Lessee shall deposit all trash, rubbish, and litter in large refuse dumpsters provided.

5.9 Lessees and booth staff are not allowed to consume any alcoholic beverages on-site. Any staff seen doing so will be asked to leave the premises for the remainder of the day and their status will be decided upon by Aksarben management.

5.10 Lessee shall comply with all requirements and standards of the Local Authority. Helium tanks will not be permitted inside buildings. Outdoors, and any and all compressed tanks must be secured against rigid support and away from public access. Propane tanks, regardless of size, are not permitted inside buildings.

5.11 At the expiration of the Agreement, the Lessee will surrender possession of said premises to the Lessor without further notice to quit and in as good repair as the same are now. Lessee shall pay the Lessor full repair or replacement cost plus labor, for any and all damage caused by the Lessee to the grounds, buildings, landscaping, and improvements. TAPE and STICKERS are not allowed on any painted surface. \$5.00 per piece will be charged to any exhibitor using tape of any kind to affix signage to Fonner Park facilities, and for each sticker found on any painted surface.

5.12 The Lessee hereby gives to the Lessor a lien upon all the property being kept, used, or situated upon the premises or upon the grounds as payment for the total lease cost as stated on the Agreement and for any damages sustained for breach thereof without the process of law; and appropriately said property to satisfy all its claims against the Lessee. Lessee hereby agrees to waive all legal rights to challenge or dispute decisions of the Lessee's Director of Facility Rental.

5.13 If Lessee feels the decision of the Lessor's Director of Facility Rental is unjust, Lessee may protest the decision to the Aksarben Stock Show Executive Director. Such protests must be in writing and state plainly the cause of the complaint or appeal and must be filed with State Stock Show Executive Director within 12 hours after the cause of the protest if the same is immediately correctible. Any complaint or legal claim based on the decision of the Lessor's Director of Facility Rental is reviewable by the Aksarben Stock Show Executive Director if received in writing within 30 days of the decision. This is the only claim allowed.

5.14 The Lessor will use diligence to ensure the safety of stock and articles after their arrival and placement, but in no event will the Lessor be responsible for any loss or damage that may occur. Lessor will assume no liability for injury to property or person or death of any person or persons on or about the premises. The Lessor will not be responsible for

any damage to exhibits, merchandise, or concessions caused by thefts, wind, hail, fire, or water or any cause whatsoever. The Lessee covenants and agrees to defend at its own expense, indemnify and save harmless the Lessor from any and all liability penalties, damages, costs, expense, causes of action, and claims of every kind and nature arising from illness, death, bodily injury or property damage to any person whatsoever, occasioned by or growing out of or in any way connected with the occupation or the use of the leased premises or the activities associated therewith.

5.15 All Lessees shall comply to the best of their ability with the recommendations for accessibility to persons with disabilities.

5.16 Lessee's assigned space is for the sole, exclusive, and personal use. As such, space may not be sub-leased or making allotment for any person or business to use contracted space unless granted written permission by the Aksarben Stock Show.

Deliveries

6.1 No C.O.D. packages will be accepted by Aksarben Stock Show staff. To be sure your packages get to you; all packages must be marked with the following address:

(YOUR Business Name)
C/o Aksarben Stock Show – VENDOR
YOUR PHONE # ((123)456-7890)
700 East Stolley Park Road
Grand Island, NE 68801

To send out packages, you will need to make arrangements with an off-ground shipping provider.

Drawings

7.1 Lessees who intend to hold a sign-up drawing on the premises during the term of the Agreement must have an **approved request form for GIVEAWAYS AND DRAWING ITEMS.**

7.2 Sign up period for Lessee's drawings will be limited to the Stock Show term and all prizes must be awarded within 10 days of the end of the term. No further prize(s) may be offered by the Lessee, other than what is advertised at the sign-up location(s). It is also understood that no further drawing or purchase is necessary during or after the term for the public to obtain the prize(s) offered. Lessee will provide a list of winners to hevert@statefair.org no later than October 10th, 2023.

Electrical

8.1 Electrical power is supplied in the Pinnacle Bank Expo Center with standard outlets hanging from the ceiling.

Equipment

9.1 Basic floor space is provided. All other decorating equipment, including tables, flooring, and chairs is the responsibility of Lessee.

Food Operations

10.1 All concessions and exhibitors wishing to offer beverage items for sale or sample (all samples are limited to 2-ounce size), except fresh fruit drinks and sun tea, will be required to use Pepsi Co products, products must be purchased from the Pepsi Co Bottling of Grand Island, through the local service representatives at State Stock Show Park, contact Pepsi at **1-800-658-4253** for service information. Any other brand of carbonated soft drink bottled water, isotonic, fruit juice, or pre-bottled teas, will not be allowed. Purchasing Pepsi Co products off the grounds is not allowed.

All Concessions and exhibitors are encouraged to use the on-sight ice provider. Contact information for said provider for product, service and equipment information will soon be available. Contact the Sales Department for more information.

10.2 All dining halls, lunch booths, refreshments, and other stands operated by Lessee shall be substantial in structure and neat in appearance. Tents and awnings for food operations will not be permitted. Sturdy painted wood or metal structures may be permitted with permission of the Facility Director, or food service shall be conducted from trailers designed specifically for that purpose. **No gratuities or tips may be solicited from Stock Show patrons (no tip jars).**

10.3 Equipment and supplies for all outdoor vendors shall be concealed behind a canvas, vinyl, wood fence, or some other disguising structures, so supplies are not visible to the public. Lessee shall thoroughly clean the premise at the close of the term.

10.4 Lessee shall comply with all requirements and standards of the Central District Health Department. Call (308)385-5175 x229 for approval, regulations, and permit questions.

10.5 Gray water **cannot** be dumped in storm drains, flower planters, on the ground, in ponds or water pools, or in restrooms. Only lead-gray water into sewer drains/holding tanks. If no holding tank is within a reasonable distance, advise Stock Show that your holding tank (for gray water) will need to be pumped and how often you will require this service. Access to empty the holding tank must be available during overnight hours. Violators may be fined and charged for the cleanup. Lessee shall also deposit all trash and paper waste as required by Conditions & Terms Rule 5.6.

10.6 Vendors using grills and deep fryers must have proper hood systems with fire suppression equipment when operating indoors.

10.7 All Halogen lights must be out of reach of all Stock Show patrons. If lights are within reaching distance, they must have a protective cover attached.

10.8 Concession and commercial trailers and stands must have lower skirting whenever possible.

10.9 Any changes requested to make of menu items must be submitted to Lessor, for approval before Sept 1. If changes are not submitted and approved by Sept 1st, items listed on the Agreement are considered firm.

10.10 Food and beverage concessionaires are required to validate sales with a registered Z-Report. The Z-Report is the End of Day summary that calculates and displays the payments received through the register for that day.

Insurance

11.1 Lessee agrees to carry commercial general liability insurance, including Premises/Operations and Products/Completed Operations coverage in the amount of \$1,000,000 per occurrence for bodily injury and/or property damage and \$1,000,000 in the aggregate for bodily injury and/or property damage.

11.2 Said insurance will be with an insurance carrier acceptable to the Lessor and **must name the Nebraska State Fair Board, Fonner Park Exposition and Events Center, The Hall County Livestock Improvement Association, and the City of Grand Island as additional insured** for the dates of September 21st – 24th, 2023 and covering any move in/tear down days preceding/following the event. Group policy coverage is available through Lessor's agent. Information is available by calling Keaton Irwin at 308-385-3925 or emailing kirwin@statefair.org.

11.3 Said insurance must be in full force and effect at all times when Lessee is making any use or occupying in any manner the premises or carrying on any activities associated with or incidental to the use of the premises. **Evidence of such insurance must be provided by delivering to the office at Aksarben Stock Show, Fonner Park in Grand Island, Nebraska, a certificate showing that said insurance is in full force and effect. Lessee will not be allowed to set up until a valid certificate is on file in the Aksarben Stock Show Office.**

Lodging

12.1 Lessee shall not be permitted to utilize any portion of Lessee's premises for the purposes of lodging.

12.2 Camping sites will be available at the Campgrounds located on Fonner Park Drive, just north of the Fonner Park horse track. Trailer hookups, tent camping spaces, and showers are available for a nightly fee, on a first-come, first-served basis. Call Keaton at 308-385-3925 for current rates or information.

12.3 Lodging lists are available at <https://www.aksarbenstockshow.com/> or by calling the Hotel Hotline at 888-985-5620.

Payment

13.1 Cash, Money Order, VISA, or MasterCard is accepted for payment to the Nebraska State Fair. Checks will be accepted for the space rental lease agreement. A returned check fee of **\$25.00** will be administered for all checks that do not clear on the first try.

13.2 Nebraska Department of Revenue will not be on grounds to issue sales tax permits for the required city and state sales tax. Contact the Department of Revenue at 402-471-5704 Jason Baily Jason.bailey@nebraska.gov OR 402-471-5709 Peggy Neemann peggy.neemann@nebraska.gov.

13.3 The City of Grand Island will provide a form to aid in the collection of the Grand Island City Occupation Tax from all food and/or beverage sales. Ordinance 9189 is available for viewing at www.statefair.org. Contact the City of Grand Island with questions about the reporting and collecting of this tax via Yolanda at 308-385-5444, #182, or #160.

Pets

14.1 Animals of any kind, except those involved in exhibitions, demonstrations, or those used as licensed service animals, are not allowed. Please make other arrangements for your pets.

Promotional Items

15.1 Lessee may advertise at and distribute from within the leased space only. Lessee shall post no signs except those approved by Lessor. Signs denoting ownership, proprietorship, or name given to the place of business shall be permitted

15.2 Lessee, including wholesalers, retailers, bottling companies, or other distributors serving Lessee, shall not post signs, bills, cards, stickers, or other advertising matter on any of the buildings, light posts, or other structures of any nature.

15.3 Helium-filled balloons as giveaway items and promotional stickers are not allowed. (Stickers see Rule 5.12) Helium tanks are not allowed inside buildings by recommendation of the State Fire Marshall.

15.4 Any items given away by Lessee as a promotional piece must bear advertising of the Lessee giving the item away. The excessive distribution of promotional items, handbills, cards, or any other advertising matter by the Lessee is strictly prohibited. No vehicle will be permitted to park in the parking areas on the grounds for the main purpose of advertising.

Renewal of Agreement

16.1 Agreements between Lessor and Lessee are for the term of the Agreement only and do not carry over from year to year. Lessor reserves the right to refuse to renew any Agreement if any regulations of the Lessor have been violated, or it is in the best interest of the Lessor, its Lessees, or the public, as determined in Lessor's sole discretion.

Solicitation

17.1 **Merchandise and Service Vendors: BUYER'S RIGHT TO CANCEL:** "Nebraska's Three-Day Right to Cancel law applies only to sales...that occur in a location other than the seller's regular place of business...The Three-Day Right to Cancel does not apply to the following sales: Sales under \$25.00, Sales that are the result of prior negotiations made by the consumer at the business' permanent location, Purchases of items needed to meet an emergency when the consumer made the initial contact with the business, Sales of securities and commodities, Transactions defines as consumer rental purchase agreements, or Sales involving home repair or home maintenance when the homeowner initiated the sales call." "...The business has ten (10) days after the sale has been canceled to refund the consumer's money."

<https://protectthegoodlife.nebraska.gov/three-day-right-cancel>

Aksarben Stock Show does not support or condone a "no refund" policy by Vendor Partners.

Sound Amps & Appliances

18.1 Sound systems, radios, TVs, and appliances operated by Lessee shall be operated so they do not interfere with the public or neighboring exhibitors/concessionaires/other Lessees. Lessor's permission is required to use any sound system. Lessor has the authority to remove or disconnect any audio or video system that is interfering with other Lessees. In most situations, Lessee will be granted one warning of the interference, however, this warning is not required prior to Lessor's option to remove or disconnect of interfering equipment.

Vehicles

19.1 Lessee shall not park on any exhibit site or any streets of the grounds designated for foot traffic only. No guarantee of any parking space for vehicles is made with the Agreement.