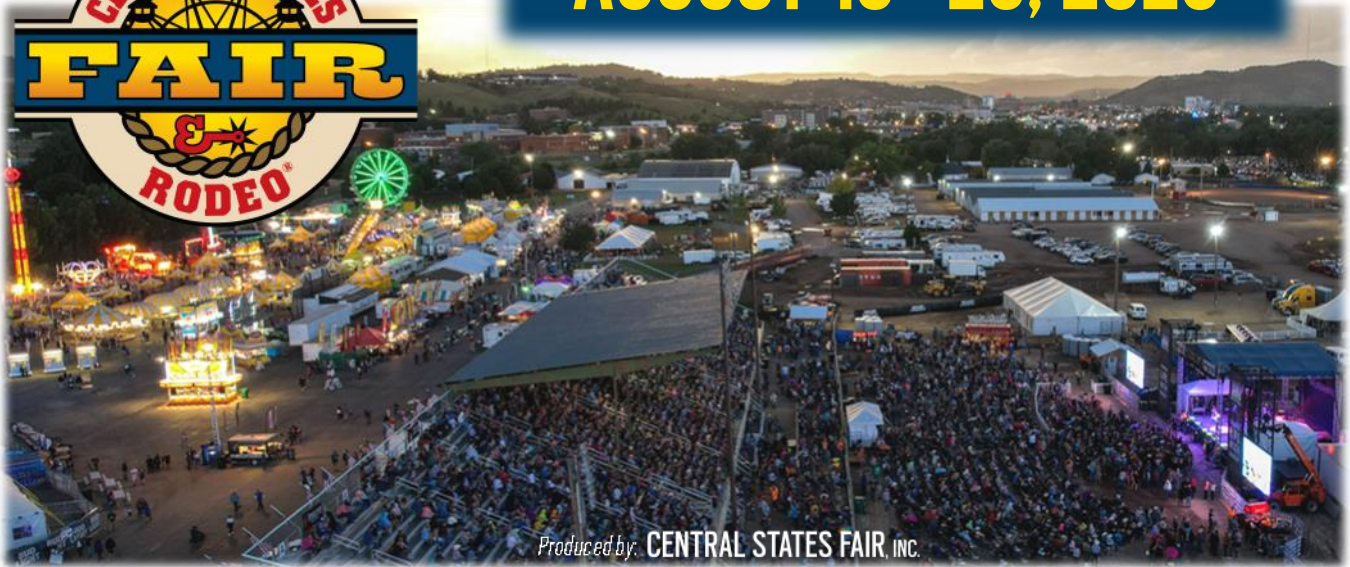




**AUGUST 18 - 26, 2023**



*Produced by* CENTRAL STATES FAIR, INC.

# **VENDOR HANDBOOK RULES & REGULATIONS, CONTRACT**

**Central States Fair, Inc.**

Fairgrounds | Black Hills Stock Show | Central States Fair

[www.centralstatesfair.com](http://www.centralstatesfair.com)

605.355.3861 ~ [jilld@blackhillsstockshow.com](mailto:jilld@blackhillsstockshow.com)

800 San Francisco Street, Rapid City, SD, 57701

# **CENTRAL STATES FAIR 2023**

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Thank you for your interest in participating as a vendor in the Central States Fair!

Central States Fair, Inc. is a non-profit, member-driven organization that manages the Pennington County Fairgrounds and produces the Central States Fair and the Black Hills Stock Show and Rodeo®.

The Central States Fair is held annually in mid-August and allows Rapid City and surrounding communities to participate in fair activities including the carnival; free stage entertainment; craft and culinary competitions; livestock shows; horse events; demolition derby; motocross; rodeos, and Xtreme broncs!

The following general information and regulations apply to the 2023 Central States Fair (CSF) acting through the Central States Fair, Inc.

**ACCEPTANCE:** Applications will be accepted at the discretion of Central States Fair, Inc.

**AUTHORITY:** The CSF or its delegates is charged with complete responsibility and full authority to enforce all of the provisions of these Rules and Regulations for the benefit of all concerned. Fair Management reserves the right to deny any applications. Fair Management reserves the right to ask any exhibitor to leave the fairgrounds. CSF reserves the final and absolute right to interpret rules and regulations and to settle and determine all matters, questions, or differences in regard thereto, or otherwise arising out of, connected with, or incidental to the Central States Fair.

**BOOTH ASSIGNMENT & INFORMATION:** The CSF will screen and assign applications based on the character and size of the proposed exhibit, individual needs, exhibitor's preference, location of other exhibitors and fair needs. Fair Management does not restrict duplication of non-food vendors. A complete list of vendors will be available as responses come in if you are concerned about a duplicate business. CSF reserves the final and absolute right to make the final determination of all space assignments in the best interest of the Fair.

**BOOTH STAFFING:** The exhibitor is obligated, as terms of this contract, to have personnel in the booth during all operating hours unless previous arrangements have been made with Fair Management.

**BOOTH CHECK-IN, SET-UP, HOURS:**

Exhibitors must be set up no later than Thursday, August 17 at 6pm unless other arrangements have been made with fair management prior to August 15. Food booths are encouraged to arrive prior to August 17, please contact the fair office to make arrangements.

- Standard check-in and set up is 8am-6pm, Thursday, August 17, 2023.
- Vendors must check-in at the fair office PRIOR to setting up.
- Any booth space not claimed or in place by 10am on Friday, August 18 may be reassigned or sold by CSF.
- **Vendors must be open by 12pm on Friday, August 18.**
- **Carnival and midway concessions will also open at 12pm on Friday, August 18.**

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- Exhibits must be contained within the boundaries of rented space (including hitches, windows, counters, pop-outs, etc.).
- All roadways, walkways and fire lanes must be kept clear.
- Booth space does not include tables, chairs or canopies.
- Exhibitor space boundaries will be marked with chalk, flags or paint.

**BOOTH CONSTRUCTION & SPECIAL REQUIRMENTS:** Indoor spaces include an 8-foot high back drape with three-foot high side rails with drape.

All buildings, tents, booths, or enclosures in accordance with this application must have approval of Fair Management.

**CAMPING:** A limited number of camping spaces are available for vendors. Reservations can be online with a link you receive with your acceptance letter. Fee is \$350 and includes 10 nights (August 17-26). Camping needs outside of those dates are available at regular daily rate of \$45. **VENDORS MUST CAMP IN AREA A, NO EXCEPTIONS.**

**DEPARTURE:** Exhibitor CANNOT tear down or vacate their space prior to Saturday, August 26 at 8pm without prior authorization from Fair Management. All moveout operations must cease at noon on Sunday, August 27, 2023 as the carnival is open at that time. All tents, buildings, equipment, supplies, and displays must be removed from the fairgrounds by Tuesday, August 29, at which time it becomes property of Central States Fair, Inc. Any exhibitors (or any parts of their booth or products) **remaining after August 29, 2023 will incur a late fee of \$500**. Starting September 1, 2023, item(s) remaining on the fairgrounds will incur the late fee plus \$100 per day.

**ELECTRICITY:** All electrical requests must be included with this contract for its acceptance. Electrical outlets are limited. Exhibitors are not allowed to exceed the limits of the electrical system. Fair Management reserves the right to decline electrical service, charge for excessive power usage, or require exhibitor to provide their own electrical power. NO power will be provided if it is not requested by the vendor in this contract. Exhibitor is limited to the voltage and amperage requested. Any accessories required for electrical hook up is the responsibility of the vendor.

Electrical cords:

- All equipment, regardless of source of power, must comply with all national, state and local safety codes.
- All cords used to connect to a power source shall be three (3) wire grounded, UL approved type cord of appropriate gauge.
- Cords shall be plugged DIRECTLY into approved receptacles.
- Do not overload extension cords, or use octopus fixtures.
- Do not repair damaged cords with tape. REPLACE THEM!
- Cords must NOT create a hazard to the public.
- All splices must be protected and not touching the ground.

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- All extension cords, light strings, and temporary wiring must be UL approved for outdoor use and adequate for draw.
- Wiring directly to any Fairgrounds circuit is not allowed.

CSF is not responsible for any equipment damage or loss of business due to outages or power surges.

## **EXHIBITOR CODE OF CONDUCT AND COVENANTS:**

- 1.** Exhibitor shall conduct the operation of their exhibit, display or concession in a respectful, quiet and orderly manner at all times. Exhibitors will maintain the contents of their displays, menus and prices according to the information submitted with the contract.
- 2.** In order to promote the orderly movement of attendees and to promote the fair as a place for enjoyment and education, the following rules will be enforced within the confines of the Central States Fairgrounds, including all parking areas.
  - Each exhibit space must be clearly displayed to the public by an appropriate sign identifying the organization or entity occupying the space.
  - All persons disseminating information or material to promote an organization or business must have a visible badge stating the person's name and the name of the business or organization.
  - Discussions promoting an entity, organization, dissemination of ideas or beliefs cannot be initiated with persons standing in line for an exhibit or performance.
- 3.** Use of any sound amplification system must be approved by Fair Management prior to use.
- 4.** Use of the space shall be in accordance with the use specified on this application. The Fair shall have the right to immediately terminate the right to use the space if, in its discretion, use of the space is not consistent with the use specified on this application or if use is not in the best interest of the Fair and its attendees.
- 5.** Each Exhibitor is exclusively responsible to know and comply with all laws, ordinances and regulations pertaining to health, fire prevention, and public safety while participating in this Fair.
- 6.** Exhibitor covenants and agrees to defend at its own expense, indemnify and hold harmless the Central States Fair, Inc., its management, employees, and representatives from any and all liability, penalties, damages, costs, expenses, causes of action and claims of every kind and nature arising from illness, death, bodily injury or property damage to any person whomsoever, occasioned by or growing out of or in any way connected with, the occupation or use of the exhibit space or activities associated with this agreement.
- 7.** All buildings, tents, booths, or enclosures in accordance with the rules and regulations, must have the approval of the Fair.
- 8. Removal or Cause for Eviction:** At any time an exhibitor may be subject to eviction from their booth and/or the CSF without refund or booth fees for misconduct, harassment or disrespect of the Health Department officials, fair officials, security, attendees or fellow exhibitors.

**FOOD VENDORS:** It is up to Fair Management's discretion to limit duplication of food items. Water is available on the fairgrounds. Exhibitors are responsible for getting the water to their booth without creating a hazard according to Fair Management's discretion. Food prices must be rea-



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sonable. Undercutting each other's prices is unacceptable. If this occurs, the offender can be asked to dismantle and leave the premises according to the fair manager's discretion.

1. All Vendors must submit a complete proposed menu with application or the application will be rejected.
  - Vendors may be asked to omit some menu items per Fair Management discretion.
  - Upon acceptance of application, vendors are not allowed to alter menus unless a specific request is submitted to and confirmation received from Fair Management allowing the change.
  - Variation of menu after the Fair starts is prohibited without Fair Management permission.
  - CSF reserves the right to implement an 'Exclusivity Clause' if it is determined that there is not enough diversity within the CSF food offerings. There is an additional charge to the vendor if exclusivity is offered and accepted.
  - Vendors MUST submit ACTUAL and EXACT booth space requirements, including hitch, pop-outs, windows, doors, counters, etc. Failure to submit correct space requirements can result in removal from show. Excessive space requirements will result in additional fees.
  - **CSF IS A PEPSI FACILITY. ONLY PEPSI PRODUCTS CAN BE SOLD ONSITE.**



**GARBAGE:** Exhibitors need to cooperate in keeping their area free from litter. The booth and aisle in front of, behind or beside of the booth should be clean and free of trash at all times. All garbage should be secured before disposal in **DUMPSTERS! Vendors need to use dumpsters and not the trash receptacles provided for the public.** Exhibitors are responsible for disposing of garbage each day. Dumpsters are provided throughout the fairgrounds. Breakdown ALL boxes prior to disposal. **ABSOLUTELY NO DUMPING OF GREASE OR GRAY WATER on the grounds.**

**HOURS:** ALL vendors MUST open on Friday, August 18 at noon. Fair hours are noon-midnight daily.

- **Soule Vendors:** Friday, August 18-Saturday, August 26 noon - 7pm.
- **Commercial Vendors Midway:** Friday, August 18-Saturday, August 26 noon - 8pm minimum (You are welcome to stay open longer. We try and get our arena crowd out before 10pm.)
- **Food Vendors Midway:** Friday, August 18-Saturday, August 26 noon - 10pm minimum (You are welcome to stay open longer. We try and get our arena crowd out before 10pm.)

**ICE:** Ice will be sold onsite and delivered per schedule provided during fair. Information and phone number for orders will be given at fair.

**INSURANCE:** Each Exhibitor is required to provide a Certificate of Insurance, naming "Central States Fair, Inc." and "Pennington County" as **ADDITIONAL INSURED**, in the amount of \$1,000,000 combined Single Limit.

If the Exhibitor cannot provide the required certificate, a rider under the Central States Fair, Inc. policy must be obtained by filling out the insurance request form and paying the appropriate fee. If you have any questions on your insurance needs, please contact the Central States Fair Office

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at 605-355-3861. Please return insurance certificates promptly. **Insurance due June 15. Insurance not received by June 15 will incur a \$50 late fee.**

**PETS:** Pets are permitted in the Campground Area A ONLY and MUST be on a leash at all times when outside of RV/Camper. Clean up after your pets is required or you will be fined. No pets are permitted on midway, or any other part of the fairgrounds.

**RESERVATIONS/PAYMENT/REFUNDS:** Approved applications will be issued a vendor contract. Contracts must be returned with full payment within 14 days of approval notification. Late payments will incur a \$50 late fee. Checks should be made payable to "Central States Fair." Cancellation of booth space must be made in writing. Cancellations by July 15 receive a 50% refund. Cancellations after July 15 receive no refunds.

In the event that an Exhibitor fails to pay any fees at the time specified or fails to comply with any other provisions contained in this application concerning the use of exhibit space, Fair Management has the right to re-assign the booth location. In the event of a default by the Exhibitor, as set forth in the previous sentence, the Exhibitor shall forfeit all payment submitted for the space involved.

In the event, that by unavoidable casualty, including fire, water, windstorm, tornado, earthquake or causes arising from supervening and uncontrollable force or accident, the Fair shall not be obligated to the Exhibitor to provide other building, grounds, or facilities, nor to return to the Exhibitors, all or any portion of the fee. The determination by the Fair whether an unavoidable casualty within, meaning of those words as employed in this paragraph, has occurred, and whether the use, benefit or enjoyment by the Exhibitor of the Fair buildings and grounds has thereby been interfered with or diminished, shall be conclusive and binding.

**REVOCATION & FORFEITURE:** Violation of any of the terms hereof shall, at the election of the Fair, cause the whole fee to be forfeited and all rights and privileges herein granted to the Exhibitor shall terminate.

**SALES:** Objectionable materials may not be sold on the grounds. Fair management reserves the right to determine what is obscene or objectionable. All sales and promotions must be conducted from your space. Roaming the grounds to sell or hand out materials is not allowed without prior authorization from Fair Management.

**SECURITY:** The Pennington County Sheriff's office and Rapid City Police Department patrol the fairgrounds on a limited, but regular basis throughout the Fair. Theft, loss and damage are the responsibility of the space renter.

**SUBLETTING OF SPACE:** No exhibitor shall assign, sublet or apportion the whole or part of the space assigned or have representatives, equipment or materials from firms other than their own in the exhibit space without written consent of Fair Management.

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**SUPPLY/RESTOCKING/PARKING:** Exhibitors MUST COMPLETE VEHICLE ENTRY (IN AND OUT) before 11am each day. Gates close at 11am and absolutely no vehicles are allowed inside the gates after closure. Vehicle passes are distributed as necessary with Exhibitor Packet available at the Fair office. Exhibitors can park vehicles west of the red barn or by the fair office.

**TAXES/LICENSES/PERMITS:** All required taxes, licenses and permits are the *responsibility of the exhibitor*. Contact South Dakota Department of Revenue at 605.394.2332.

**WEAPONS:** No firearms or weapons are allowed on the Central States Fairgrounds.

DATES TO REMEMBER	
TASK	DEAD-LINE
Applications due	04/28
Insurance certificate due	06/15
Cancellation 50% refund	07/15
Cancellation no refunds	07/16
Vendors MUST be set up	08/17 @ 6pm
Vendors open	08/18
Central States Fair	08/18-08/26
Vendors must be off grounds	08/29

\_\_\_\_\_ I do **NOT** need to purchase electricity (check here and move to contract on p.9)

\_\_\_\_\_ I **need** to purchase electricity (fill out form below & turn in with contract)

CONTRACT CHECK LIST	
ITEMS	X
Signed Contract	
Electricity request	
Certificate of liability insurance	
CSF Insurance request form (if needed)	
Appropriate fees	

ELECTRICITY			
REQUEST	PRICE	QTY	TOTAL
110	\$85		\$
30amps	\$110		\$
50amps	\$140		\$

# CENTRAL STATES FAIR 2023

## Central States Fair Insurance Request Form

I have provided my own insurance (check here and move to contract on p.9): \_\_\_\_\_

I am requesting insurance through CSF, Inc. (fill out form below & turn in with contract): \_\_\_\_\_

**INSURANCE:** Each Exhibitor is required to provide a Certificate of Insurance in the amount of \$1,000,000 and naming "Central States Fair, Inc." and "Pennington County" as **ADDITIONAL INSURED**. An insurance rider is available through the CSF by filling out this Insurance Request Form.

Business Name: \_\_\_\_\_ Contact Person/Owner: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_

List of products, services or food items to be provided (required): \_\_\_\_\_

Our insurance provider will provide Premises Liability coverage for licensees at the Central States Fairgrounds under a blanket policy. Coverage for Concessionaires and Exhibitors includes public liability and property damage liability with a \$1,000,000 combined single limit. Liquor Liability is specifically excluded. General Liability coverage conforms with the requirements of the Licenses Agreement for Central States Fair, Inc.

Please sign signifying your consent to participate in this voluntary insurance program and return it to the CSF office.

1. General Liability coverage will be provided for the period of August 19-28, 2022. Coverage will be provided only for the current year's fair.
2. The following are not acceptable for endorsement of this policy: Ear piercing, tattoo parlors, stroller & wheelchair rentals, and displays containing live animals.

**3. Premium for this coverage is:**

**\$170 - 1 booth space**

**\$50 - per each additional booth space.**

\_\_\_\_\_  
Signature for Insurance

\_\_\_\_\_  
Date



# CENTRAL STATES FAIR 2023

## CENTRAL STATES FAIR, INC. VENDOR CONTRACT

Legal Business Name: \_\_\_\_\_

DBA (if applicable): \_\_\_\_\_

Vendor Booth Name (if different from above): \_\_\_\_\_

Contact Person (please print): \_\_\_\_\_

Owner or person authorized to enter into legal contracts on behalf of above legal entity (please print):  
\_\_\_\_\_

Mailing Address: \_\_\_\_\_ City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**RELEASE OF LIABILITY** In consideration for the opportunity to use the facilities and grounds of the Central States Fairgrounds at Rapid City, SD, I, the undersigned, for myself and for all of the members of the organization listed below, and their principals and heirs, administrators, and assigns, release, remise, and discharge Central States Fair, Inc., Pennington County, the Central States Fair, Inc. Board, and agents employees, assigns, officers, officials, and successors thereof, of all claims, demands, actions, and causes of action of any sort for injury, damage or loss to my person, equipment or other property, sustained due to negligence or any other fault in connection with my activity in and about the Central States Fairgrounds. I realize and appreciate that risks and dangers exist and that unanticipated risks and dangers may arise. I have undertaken my endeavors at the Central States Fairgrounds on my own judgment and at my own risk. I assume all risk of injury, damage or loss of myself, my equipment, or other property which may be sustained in connection with my activity in and about the Fairgrounds due to negligence or any other fault. I, the undersigned, shall hold Central States Fair, Inc., Pennington County, the Central States Fair, Inc. Board, and agents, employees, assign, officers, officials, and successors thereof, harmless from any claim or cause of action for any injuries or damages occasioned by my actions or omissions, or connected with my use of the Central States Fairgrounds or facilities.

INWITNESS WHEREOF, this Release and Hold Harmless Agreement has been signed and executed this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**Name of Event:**

**Central States Fair - August 18-26, 2023**

**Central States Fair**

**Exhibitor/ Vendor:**

print \_\_\_\_\_

print \_\_\_\_\_

sign \_\_\_\_\_

sign \_\_\_\_\_

Please sign and email or mail send to: [jilld@blackhillsstockshow.com](mailto:jilld@blackhillsstockshow.com)  
Central States Fair, Inc., 800 San Francisco St., Rapid City, SD 57701