

## **EXHIBITS AND CONCESSIONS MANUAL**

NORTH DAKOTA STATE FAIR IULY 21-29, 2023 PO Box 1796 2005 Burdick Expressway East Minot, ND 58702 Phone: (701) 857-7620

Fax: (701) 857-7622

Email: sarah@ndstatefair.com

#### **Exhibit Hours**

Commercial I 11am-10pm Commercial II 10am-9pm Commercial III 11am-10pm Outdoor 11am-9pm Food/Midway 11am-Close

#### **Gate Admission**

Daily Gate Admission (Adult) \$12.00 9 Day Season Gate Pass (Adult) \$25.00 All ticket prices listed at www.ndstatefair.com

# **2022 COMMERCIAL EXHIBIT**

## **WINNERS**

#### Indoor:

1st Place

**BNSF** 

2nd Place

The Log Guys

#### **Machinery Row:**

1st Place

Air Seeder Repair Service, LLC

2nd Place

Dakota Truck & Farm

#### **Outdoor**:

1st Place

Lakeside Auto & Sports

2nd Place

D & S Auto & Trailer Sales

#### Food:

1st Place

Dakota Frybread

2nd Place

Little Blue Elephant



**Daily Gate Hours** 

Gate D 24 hours

7am-10pm

11am-1am

9am-10pm

24 hours

Gate B

Gate C

Gate E

Gate F







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Congratulations! You have been selected and licensed to participate in the 2023 North Dakota State Fair! It is an honor to have you as a partner with us for nine days, July 21 – July 29. The North Dakota State Fair has established a tradition of providing high quality family entertainment. We look forward to working with you in carrying on this great tradition.

Consistently rated as North Dakota's largest annual event, the 2022 North Dakota State Fair attracted 314,271 fairgoers.

The purpose of this manual is to provide you with the information you need to be a part of the 2023 North Dakota State Fair. We ask that you sign and return the white copy of your privilege license along with payment to our office as per the date on the top of the license. By signing this license, you are stating you and your staff or representatives have read this manual and will abide by all rules and regulations. Future renewals are dependent on adherence to these rules.

Please be advised that only items listed on your license can be sold or promoted. Any changes must be requested in writing or emailed to sarah@ndstatefair.com by June 1, 2023 and receive approval by the North Dakota State Fair. If a product has not been approved, it cannot be sold. Please note, NDSF does not grant exclusivity to any commercial exhibitor or concessionaire for any product or service. Inspections will be performed during the Fair to ensure no additional items are being sold.

We at the North Dakota State Fair always appreciate receiving any suggestions and/or ideas that you may have to help improve our show. We hope your experience at the Fair is a pleasant one. If you have any questions or comments, please contact us at (701) 857-7620.

Have a great Fair!



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JANUARY	Renewal letters sent to qualifying vendors
	Vendor application opens online at ndstatefair.com/vendor-app for new vendors to apply
MARCH	Vendor renewal forms due back by  March 1st.  Any non-renewed spaces will be open to new vendors.  *Vendor Contracts must be returned with a
	signature and first payment within 30 days of issue date*
MAY	Second and final payments on all issued contracts due May 12th.
	No refunds after June 1st, for any cancellations.
JUNE	Certificate of general liability insurance due to NDSF office no later than June 23rd. Must show coverage of 2022 NDSF dates, including setup and teardown. See insurance requirements on page 3.
	Deadline for all pre-purchased gate admission to be placed into vendor packet, June 30th.
JULY	Pepsi 2 for 1 Deals Day form (if applicable), due by July 1st. Food Frenzy applications (if applicable), due by July 1st. Vendor packet pick up at NDSF office begins July 17th. (Each vendor will have 1 packet) Please pick up prior to set up.
	<b>FDHU Food Safety Class:</b> Thursday, July 20th at <b>10am AND 1pm</b> in the Upper Atrium at the State Fair Center. <b>Electrical Inspections</b> begin for outdoor locations Thursday July 20th.
	Setup times: (see page 12) There will be 24 hour security on grounds starting July 19th. Tear down times: (see page 12) Outdoor locations-All outdoor structures must be off grounds by August 14th.
AUGUST	All percentage vendors: Sales report and payment due <b>within 2 weeks</b> following fair. All vendors, please submit surveys back to NDSF via mail or email. Thank you!

## Important contact info DURING FAIR:

NDSF Office 701-857-7620 KX Information Center/Lost & Found 701-838-2106 In an emergency, please dial 911 First Aid 701-838-2956 If first aid staff is not available, please call: Community Ambulance 701-852-2251 Ward Co. Sheriffs Office (on site) 701-852-1748 Camping Office 701-838-1193 First District Health Unit 701-852-1376

## **ATM Locations**

- Flickertail Garden
- State Fair Center Lobby
- Grandstand
- Gates B, C, D, E, F
- Commercial I, II, & III



## **INSURANCE REQUIREMENTS**

Licensee must submit a certificate of general liability insurance to the North Dakota State Fair office by June 23, 2023. Failure to send an accurate certificate **will** prevent you from participating in the Fair. All certificates will be verified by the North Dakota State Fair staff. Fraudulent insurance certificates will result in the forfeiture of the license without reimbursement.

(State and Federal agencies are exempt from this policy)

Your agent must include the following information on the insurance certificate:

- Insured for \$1,000,000 general liability
- The Certificate Holder MUST be listed as Additional Insured to include setup and teardown.
- Certificate holder:

North Dakota State Fair *AND* the State of North Dakota PO Box 1796 Minot, ND 58702

• 20-day cancellation notice

(See example on page 4)

Certificates can be emailed, mailed, or faxed by your agent to the following address:

North Dakota State Fair

PO Box 1796

Minot, ND 58702 Fax: (701) 857-7622 sarah@ndstatefair.com

Failure to obtain insurance shall immediately void the license and cause forfeiture of all monies paid and allow the North Dakota State Fair to re-sell spaces.

If you do not have insurance, you can purchase booth insurance from an agent working with the State Fair. To purchase insurance, fill out the enclosed insurance application on pages 29-30. (some exclusions αpply)



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

this certificate does not come	rights to the certificate floider in het	1013	acii elidoisement(s).		
PRODUCER	Phone:		CONTACT Agent Name		
Insurance Provider/Agent Name	Fax:		PHONE (A/C, No, Ext): Agent's Phone	FAX (A/C, No): Agent's	Fax
Insurance Provider Address			E-MAIL ADDRESS: Agent's Email		
Insurance Provider City, State, Zip			INSURER(S) AFFORDING COVERAGE		NAIC#
			INSURER A: Insurance Company		NAIC#
INSURED			INSURER B: Insurance Company		NAIC#
Business/Vendor Name (MUST m	atch name on privilege license)		INSURER C: Insurance Company		NAIC#
Business/Vendor Street			INSURER D: Insurance Company		NAIC#
Business/Vendor City, State, Zip			INSURER E: Insurance Company		NAIC#
			INSURER F: Insurance Company		NAIC#
001/504.050	CERTIFICATE NUMBER.		DEVISION NIII	MDED.	

CERTIFICATE NUMBER: REVISION NUMBER: COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR		TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S
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	-	CLAIMS-MADE OCCUR				Toney Da	Toney Da	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,0 <mark>00</mark>
			1					MED EXP (Any one person)	\$
								PERSONAL & ADV INJURY	\$
	GEN	N'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$
		POLICY PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$
		OTHER:							\$
-	AUT	TOMOBILE LIABILITY				Date	Date	COMBINED SINGLE LIMIT (Ea accident)	\$
		ANY AUTO			1			BODILY INJURY (Per person)	\$
		OWNED SCHEDULED AUTOS ONLY AUTOS			1			BODILY INJURY (Per accident)	\$
		HIRED NON-OWNED AUTOS ONLY			1			PROPERTY DAMAGE (Per accident)	\$
		A0100 01.2.			8				\$
		UMBRELLA LIAB OCCUR						EACH OCCURRENCE	\$
		EXCESS LIAB CLAIMS-MADE			-			AGGREGATE	\$
		DED RETENTION\$							\$
		RKERS COMPENSATION EMPLOYERS' LIABILITY			Policy #	Date	Date	PER OTH- STATUTE ER	1,000,000
	ANY	PROPRIETOR/PARTNER/EXECUTIVE	N/A		IS A Vissble			E.L. EACH ACCIDENT	\$
	(Man	ICER/MEMBER EXCLUDED?	N/A		If Applicable			E.L. DISEASE - EA EMPLOYEE	\$
	If yes	s, describe under CRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$
					1				
						AND DESCRIPTION OF THE PARTY OF			RESIDENCE TO THE RESIDENCE OF THE PARTY OF T
DES	CRIPT	TION OF OPERATIONS / LOCATIONS / VEHICL	LES (/	CORE	101, Additional Remarks Schedule, may b	e attached if mor	e space is requir	ed)	
		Dakota State Fair and the S							

May also list event name and dates here, including setup and tear down.

20 Day cancellation notice.

CERTIFICATE HOLDER	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
State of North Dakota & North Dakota State Fair	AUTHORIZED REPRESENTATIVE
PO Box 1796 Minot, ND 58702	Insurance Agent's Signature
	© 4000 2045 ACORD CORDORATION All rights recorded

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ACORD 25 (2016/03)

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#### **RULES & REGULATIONS**

Management reserves the final and absolute right to interpret these rules and regulations, settle all matters, answer questions and differences incident to the Fair and/or the management. It further reserves the right to determine unforeseen matters not covered by these rules.

Violation of any of the terms and conditions of a space rental contract, printed rules, and regulations and/or exhibitor manual may cause the full amount of space rental to become due and cause a revocation and forfeiture of all rights and privileges therein granted to Licensee, in which case all sums paid or licensed to be paid shall become the property of the North Dakota State Fair as liquidated damages for said breach.

# IT IS YOUR RESPONSIBILITY, AS WELL AS YOUR STAFF, REPRESENTATIVES, AND/OR VOLUNTEERS TO BE KNOWLEDGEABLE OF THESE RULES AND REGULATIONS, WHICH ARE A PART OF YOUR PRIVILEGE LICENSE.

If you have any questions, please call the North Dakota State Fair (701) 857-7620. To fulfill the objectives of the North Dakota State Fair, the following rules and regulations have been adopted and put into effect. Please read carefully.

#### LICENSEE RULES & REGULATIONS

1. Every person or organization doing business on the Fairgrounds must have a signed license. Licensees are prohibited from assigning, subletting, or transferring a space that has been allotted to them, nor shall they sell any product that has not been listed on the license or approved by the Fair management. The management reserves the right to cancel at any time for reasonable cause all licenses made with the Licensee or others.

2. All Licensees will be required to make a deposit at the time the license is signed. The balance must be paid on or before the deadline as found on the license. All privileges not paid according to the license

specifications will be deemed invalid.

3. Each Licensee must confine himself to the space assigned to him. The distribution of handbills or other advertising matter is strictly prohibited, and no tacking or posting of advertising bills, cards, etc., will be permitted on any of the buildings, or elsewhere. Licensees may advertise and distribute from their booth or exhibit only. Walk around solicitors are prohibited. Failure to comply will be subject to

- forfeiture of the privilege without reimbursement.

  4. The management of the North Dakota State Fair will use every precaution to guard against extortion in any form practiced upon the patrons of the Fair. Any extortion practiced by a Licensee will cause the forfeiture of license money paid or expulsion from the grounds, or both, as the management may direct.
- 5. The management of the North Dakota State Fair authorizes the letting of only such privileges or concessions as are required to supply the necessary wants of the people or that may add to their comfort, convenience and pleasure; but under no circumstances will privileges of a questionable nature or of a demoralizing tendency be let or in any manner tolerated upon the grounds, or in the building, nor will any privileges be permitted where the business is conducted in other than a legitimate manner.

  6. All dining halls, lunch booths, refreshment pavilions or other stands must be substantial in structure and neat in appearance. The Fair management will not tolerate unnecessary obstacles in or around stands that would otherwise deter consumers. The Fair will be inspecting your site and will determine license renewal.

7. Food Licensees must be supplied with and sell only wholesome food and pure, honest goods at reasonable prices. All articles of food and drink must be kept under cover before time of service. All Licensees must comply with the Department of Health requirements. There must be a fire extinguisher in each booth

8. BEGINNING THE OPENING DAY OF THE FAIR, each Licensee shall keep posted in a conspicuous manner at the front or entrance to his place of business throughout the period at the Fair a neatly PRINTED OR PAINTED SIGN, plainly readable at 30 feet, showing prices of meals, lunches, articles of food and drink, or products to be sold, and services performed under the license. The size of the sign or bill of fare and place of posting to be approved by lessor. Licensees shall comply with the requirements of the health inspectors and provide proper anti-siphon devices for their water hookups.

9. All ground leases or space licenses, unless otherwise specified, will expire with the close of the Fair each year and all buildings, displays, frames and equipment must be removed by August 14, 2023; otherwise, they will become the property of the North Dakota State Fair Association.

10. Purchasers of concessions must keep their spaces in a sanitary condition by removing therefrom any filth and refuse, placing the same in garbage containers, and all containers must be placed where employees of the Fair may get to them with ease. All empty packing cases and cans must be removed from place of business and not left on walk, street or by the stand.

11. Licensees must not throw away any refuse or empty any water or other fluids on the ground or in the streets and gutters. The first violation of this rule may cause concessions to be closed and forfeiture of all

12. Licensees and their help must be neat and tidy in their dress. Persons found working at any

- concession not conforming to this rule may cause such stand to be closed.

  13. No director or employee of the Fair shall have any concession or privilege, or any interest or connection directly or indirectly with any Licensees pertaining to the Fair.

  14. All deliveries by vehicle of food, soft drink or other articles of merchandise must be made prior to 10:30 AM any day of the Fair, except in the case of emergency. The management may authorize other deliveries. All vehicles and persons delivering merchandise must purchase appropriate tickets.

  15. A violation of any of the terms and stipulations of the concession license shall cause the full amount of
- the license to become due and work a revocation and forfeiture of all rights and privileges there in granted to lessees in which event all sums paid or licensed to be paid become the property of the lessor as liquidated damages for said breach. The lessor shall have a lien upon all property being kept, used, or situated upon leased premises on the State Fairgrounds, whether such property be exempt or not, for any unpaid rents, and any damages sustained by breach of license by said lessee. The lessor shall have the right to retain such property and appropriate said property to the use of said lessor to satisfy all claims.

  16. The use of a loudspeaker, amplifier, radio, or other sound device must be regulated. The privilege will be revoked should the noise level become too loud, and complaints received.

17. All food/items sold are subject to the approval by management. No food/items may be given away

unless approved by management.

18. If we receive an NSF check or the like from Licensee, the Fair shall revoke the privilege license and no consideration will be given for space renewal.

19. The Fair may release Licensee's name, address and phone number to other interested parties, fairs, or

festivals.

20. Animals/pets are not permitted anywhere on the fairgrounds, in the commercial buildings, or as part of an exhibit. Service animals are permitted.

#### **VENDOR CONDUCT**

Vendors shall refrain from communicating negative comments concerning the Fair, other fair exhibitors or exhibitor's products, services, or information. Vendors persistently interfering with the operation of another vendor after being notified, is subject to removal from grounds. Negative attitudes, excessive unfounded complaining, etc. are not welcome and will not be tolerated.

#### **ADMISSIONS**

Licensee agrees to purchase Admission Tickets to grounds for himself and "ALL" employees or agents. The season pass may be purchased for \$25.00. These passes may be pre-purchased when paying additional fees using the order form on page 28, if you choose this option, they will be in your vendor packet to be picked up the Monday prior to fair. They may also be purchased at the gate or online at ndstatefair.com if you prefer an electronic ticket.

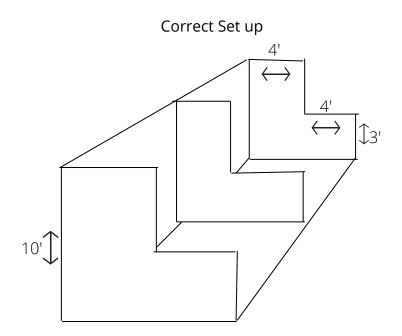
ALL vendors are responsible for purchasing their own gate admission. Each person entering the fairgrounds, including employees, delivery personnel, etc. must have an admission ticket each day. No passes or complimentary tickets of any kind are provided by the North Dakota State Fair.

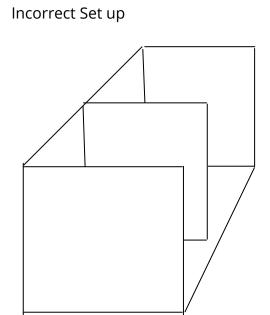
#### BOUNDARIES

Outdoor: Exhibit spaces will be marked with paint on ground area. No booth or exhibit is to exceed these boundaries including tent stakes. The overhang (overhead) allowance is limited to 3 feet. Indoor: Booths have a 10-foot back curtain. Sides are not to exceed 3 feet in height (front 4 feet only). Grids may be used; however, no product may be placed in the front 4 feet of depth. This allows fairgoers to visually see all booths in the row. See diagram below.

Tables/chairs are not included with booth; exhibitor may provide tables or rent tables from the state fair. See order

form on page 28 for table rental information.





#### **ELECTRIC WIRING CONCESSIONS**

- 1. Any vendor needing electrical work may hire any certified licensed electrician to work on their personal property only.

Each Licensee must use an electrician contracted by the Fair for any electrical work involving Fair property.
 Licensee may not wire directly into electrical distribution panels but must use the outlets provided.
 Licensee must provide one adequately sized and properly fused flexible cord to each stand. (Per State Electrical

5. A fusible disconnect is required within the stand.

6. Electrical equipment installed outdoors must be weatherproof.

7. All cables must be in good condition and in continuous length with approved outdoor cord connectors.

8. All electrical equipment must be effectively grounded.
9. An inspection is required at the first engagement each year which will serve the entire year subject to subsequent inspections

10. A \$15.00 fee must be paid to the inspector at the first engagement or inspection.

- 11. Each stand having minor code violations will be issued a correction order with instruction to correct the same.
- 12. The electrical inspector is empowered to write a correction order for immediate compliance should the inspector find a condition dangerous to life and property.

#### HOURS OF OPERATION

COMMERCIAL I 11:00 am – 10:00 pm COMMERCIAL II 10:00 am – 9:00 pm COMMERCIAL III 11:00 am – 10:00 pm 11:00 am – 9:00 pm OUTDOOR INDEPENDENT MIDWAY 11:00 am – until carnival closes

#### **CREDENTIALS**

Name badges will be provided to Licensees in your vendor packet. These name badges may be worn by Licensees during the State Fair and will be needed to gain entrance to appropriate buildings ONE HOUR prior to opening time each day of the Fair.

Vendor name badges are not good for gate admission.

Vendors are responsible for purchasing their own gate admission.

#### **BOOTH REPRESENTATION**

Promotional items may be used in an exhibit space UPON APPROVAL from Fair Management, however, no food or beverages may be sold or given away without prior written approval. Exhibits/booths must be properly staffed during open hours. Exhibitors with unstaffed (no person available, in the booth, at any time during the show hours) exhibits will not be renewed the following year.

# IF THESE RULES ARE NOT FOLLOWED, LICENSE WILL NOT BE RENEWED THE FOLLOWING YEAR.

#### **HOTELS/CAMPING**

I would advise you to make any hotel arrangements as soon as possible. A listing is included in your exhibitor manual. A camping space may be arranged by using the order form located on page 31-32. Management will not allow vehicle parking in your exhibitor location.

#### **PERCENTAGES**

All Licensees licensed with a percentage involved shall fill out a form compiled by management, located in your vendor packet. Gross sales are to be reported not to exceed 2 weeks following closing day of the Fair. Failure to turn in reports will be recorded and Licensees will be excluded from consideration the following year. Fair Management reserves the right to non-renew vendors.

#### SOLICITING

No person, parties or organization shall distribute any kind of literature, other than from a paid concession location. No walking concessions will be allowed.

#### SUBLETTING SPACE

Space of any kind cannot be assigned, sublet, disposed of, or transferred without the prior written consent of the Fair management.

#### LICENSEE PACKETS

Licensee packets may be picked up at the Fair office beginning July 17th. Each vendor will have 1 packet. Packets must be picked up before set-up.

All contracts must be signed, with payment and insurance submitted prior to receiving your packet at this time.

#### **RELEASE**

1. Licensee shall store their property in and shall occupy and use the Demised Premises and any improvements therein and appurtenances thereto and all portions of the Fairgrounds solely at their own risk and all those claiming by, through or under them hereby release the State from all claims of every kind, including loss of life, personal or bodily injury, damage to merchandise, equipment, fixtures or other property or damage to business or for business interruption, arising, directly or indirectly, out of or from or on account of such occupancy and use or resulting from any present or future condition or state of repair thereof.

- 2. The State shall not be responsible or liable for damages at any time to Licensees, or to those claiming by, through or under Licensee for any loss of life, bodily or personal injury, or damage to property or business, or for business interruption, that may be occasioned by or through the acts, omissions or negligence of any other persons, or any other tenants or occupants or their suppliers on any portion of the State Fairgrounds.
- 3. The State shall not be responsible or liable for damages at any time for any defects, latent or otherwise, in any buildings or improvements in the State or any of the equipment, machinery, utilities, appliances or apparatus therein, nor shall State be responsible or liable for damages at any time for any defects, latent or otherwise, in any buildings or improvements in the State or any of the equipment, machinery, utilities, appliances or apparatus therein, nor shall State be responsible or liable for damages at any time for loss of life, or injury or damage to any person or to any property or business of Licensee, or those claiming by, through or under Licensee, caused by or resulting from the bursting, breaking, leaking, running, seeping, overflowing or backing up of water, steam, gas, or sewage, in any part of the Demised Premises or caused by or resulting from acts of God or the elements, or resulting from any defect or negligence in the occupancy, construction, operation, or use of any buildings or improvements in the Fairgrounds, including the Demised Premises, or any of the equipment, fixtures, machinery, appliances or apparatus therein.

#### INDEMNIFICATION

Licensee hereby agrees to defend, indemnify, and hold harmless the State of North Dakota, its agencies, officers, and employees (State), from and against claims based on the vicarious liability of the State or its agents, but not against claims based on the State's contributor negligence, comparative and /or contributory negligence or fault, sole negligence, or intentional misconduct. The legal defense provided by Contractor to the State under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the State is necessary. Contractor also agrees to defend, indemnify, and hold the State harmless for all costs, expenses and attorneys' fees incurred if the State prevails in an action against Contractor in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this agreement. (State and Federal agencies are exempt from this policy.)

#### **INSURANCE**

Licensee shall secure and keep in force during the term of this agreement, form insurance companies or governmental self-insurance pools authorized to do business in North Dakota:

- 1. Product liability
- 2. Commercial general liability
- 3. Automobile liability and
- 4. Worker's Compensation insurance covering the Licensee for any and all claims of any nature, including all costs, expenses and attorney's fees, which may in any manner arise out of or result from conduct, errors, acts or omissions relating to this agreement. The minimum limits of liability required are One Million Dollars (\$1,000,000) per occurrence for product and commercial general liability, and statutory limits for automobile liability coverage and Worker's Compensation.

The State of North Dakota and its agencies, officers, and employees shall be endorsed on the commercial general liability policy as additional insureds. The Licensees shall furnish the State Fair with a certificate of insurance and a copy of the policy endorsement naming North Dakota, its agencies, officers, and employees as additional insured. The additional insured endorsement shall also contain provisions that the policy, and/or endorsement may not be canceled or modified without twenty (20) days' prior written notice to the undersigned representative of the State of North Dakota, and that any attorney who represents the State under this policy must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General.

#### **INSURANCE REQUIREMENTS**

- 1. All policies of insurance shall be issued by insurance companies with general policy holder's rating of not less than A-.
- 2. All policies of insurance procured by Licensee shall contain endorsements providing as follows:
- a. Such insurance may not be materially changed, amended, or canceled with respect to the State except after twenty (20) days' prior written notice from the insurance company to the State, sent by registered mail.
- b. Licensee is solely responsible for the payment of all premiums under such policy and that the State shall have no obligation for the payment thereof notwithstanding that the State is or may be named as additional insured.
- 3. A duly executed certificate of insurance and endorsement evidencing the required insurance coverages are in place shall be delivered to the State on or before the commencement date of the Lease Term.
- 4. The minimum limits of any insurance coverage require herein to be carried by Licensee shall not limit Licensee's liability as stated above.

#### **RELATIONSHIP OF PARTIES**

Nothing contained in this lease shall be deemed to constitute nor be construed nor implied to create the relationship of principal and agent, partnership, joint venture, or any other relationship between the parties hereto, other than relationship of lessor and lessee.

#### **NO WAIVER**

The failure of the State Fair to insist upon the strict performance of any provisions of this Lease, or the failure of the State Fair to exercise any right, option or remedy hereby reserved shall not be construed as a waiver for the future of any such provision, right, option or remedy or as a waiver of a subsequent breach thereof.

#### PARTIAL INVALIDITY

If any provision of this Lease or the application thereof to any person or circumstance shall to any extent be held void or invalid, then the remainder of this Lease or the application of such provision to persons or circumstances other than as to which it is held void or invalid shall not be affected thereby, and each provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

#### **ENTIRE AGREEMENT**

1. This Lease sets forth the entire agreement between the parties.

2. All prior conversations or writings between the parties hereto or their representatives are not to be

considered part of this Agreement.

3. This Lease shall not be modified except in writing by all parties, nor may this Lease be canceled by Licensee, or the Demise Premises surrendered except with the written express authorization of the State Fair. Licensee hereby expressly waive all claims with respect thereto and acknowledge that Licensees are not relying on any such warranty, representation, or agreement by State Fair either as a matter of inducement in entering this Lease or as a condition of this Lease or as a covenant by the State Fair, unless such warranty, representation or agreement is expressly herein set forth in this Agreement.

#### TENT STAKES

Covers are required on all tent stakes.

NO STAKING ON PAVEMENT OR CEMENT

#### **SANITATION & CLEAN-UP**

Vendors are responsible for keeping their booth/stand, and the area immediately surrounding their area clean and in sanitary condition at all times. Boxes must be broken down, flattened, and placed in dumpsters located throughout the fairgrounds.

THE USE OF FAIRGOER TRASH RECEPTACLES BY VENDORS IS STRICTLY FORBIDDEN.

#### INDOOR COMMERCIAL SPACE

All three commercial exhibit buildings are air-conditioned and contain restroom facilities. Exhibitors are responsible for providing any needed extension cords. Tables and chairs are available to rent if needed, using the order form on page 28.

Indoor commercial exhibit spaces rent for \$400, corner booth spaces rent for \$450. Each space will be decorated with pipe and drape, 10 feet in rear and 3 feet on the two sides. Fronts are open. All indoor booth spaces are 10' wide X 8' deep. All spaces may be extended by renting booth spaces adjacent to the locations, if available. Booth fee includes (1) basic electric outlet (600 Watts, 120v, single-phase). If more electricity is needed, please contact NDSF office for availability.

Commercial buildings will be open for setup:

Wednesday, July 19 from 8 am - 8 pm and Thursday, July 20 from 8 am - 10 pm. Buildings will open at 8am July 21st (first day of fair), to make final preparations.

No exceptions will be made to these dates and times.

At the end of each night the building superintendent will stay in the building until all janitorial work is done. A Deputy Sheriff will walk through the building with the superintendent to ensure the building is empty and verify that all doors are locked.

Fair management reserves the right to approve all exhibit materials and remove those that may be considered objectionable.

#### **OUTDOOR COMMERCIAL SPACE**

Cost varies by booth location and size. You must provide your own booth structure. All structures must meet current building, electrical, sanitation and health codes. Certain specifications must be met when building a structure, so please submit drawings or plans well in advance.

Tent stakes are required to be covered. If you are renting a tent, it will be your responsibility to make sure all stakes are covered. **No staking** on pavement or cement.

Licensee is responsible for all internal wiring required to operate and for sufficient, adequately sized cable to reach Fair electrical service panels. Extension cords may be needed to reach nearest power source, please plan accordingly.

Outside Licensee space will be open for setup:

Monday, July 3rd through Thursday, July 20. There will be no security on grounds until July 19th.

\*If the grass is wet, **DO NOT** move anything onto grass until it is dry\*

If you are unsure, please call us at 701-857-7620.

All Outdoor structures must be moved off grounds by August 14th.

#### **MAILING SERVICES**

For those needing to mail products via USPS, FedEx or UPS during Fair-time (ND State Fair staff will not sign for shipped packages prior to or during Fair-time. NO EXCEPTIONS). There is no direct mail delivery to the fair grounds. The fairgrounds do not have a shipping/receiving department on grounds. Mail, not including boxes, is picked at the post office by fair staff and brought to the state fair office. If mail is not addressed appropriately, it will be deemed undeliverable and returned to sender by the carrier. All mail must be addressed as follows:

Exhibitor Booth Name (business name MUST match contract)
c/o North Dakota State Fair
Exhibitor Location & Booth Number (Commercial building OR Outdoor booth number)
2005 Burdick Expressway East
PO Box 1796
Minot, ND 58701
Phone Number – cell phone preferably

Exhibitors who are receiving freight as part of their booth setup must be on grounds to meet, direct, and receive the shipment. No exceptions.

#### **GATE ADMISSION**

Licensee agrees to purchase Admission Tickets to grounds for himself and "ALL" employees or agents. The season pass may be purchased for \$25.00. These passes may be pre-purchased when paying additional fees using the order form on page 28, if you choose this option and the order is submitted prior to JULY, they will be in your vendor packet to be picked up the Monday prior to fair. They may also be purchased at the gate or online at ndstatefair.com if you prefer an electronic ticket, or it is purchased after the July 1st deadline.

#### **VEHICLE PASSES**

Each exhibitor will receive one vehicle pass that is to be hung on the rearview mirror of vehicle and authorizes admission onto grounds to restock their merchandise before 10:30 am. Note: *this is NOT a parking pass*. All vehicles must be off grounds by 10:30 am or it will be towed at owners expense.

#### **PARKING**

Parking is free at NDSF. Trailer parking is limited. Please see updated maps, located in this manual for directions to which lot may be closest to your location. There is no parking in your booth space and no vehicles to be driven on grounds after 10:30am.

#### INTERNET SERVICE

If you require Wi-Fi or an internet connection, please contact SRT for pricing and setup information. Contact information located on page 36.

#### **TAX REQUIREMENTS**

All vendors who are making sales or taking orders are required to pay 5.5% sales tax to the State of North Dakota. For any questions, see letter from the State Tax Commissioner's office on page 44, or visit https://www.nd.gov/tax.

#### **SET UP AND TEAR DOWN**

Vendors must have the following items on file prior to move in:
• Insurance (must meet requirements on page 3)
• Payment in full
• Signed Privilege License

\*No exceptions will be made for indoor setup times.\*

#### **Indoor setup times:**

Wednesday, July 19 from 8 am- 8 pm Thursday, July 20 from 8 am – 10 pm Friday, July 21 8 am-building open.

#### Indoor teardown:

Saturday, July 29th after 10 pm (Comm II, 9pm) through 12 midnight. Sunday, July 30st 8am-12pm.

We will open gates for trailers as soon as it is safe, please be patient.

#### **Outdoor setup times:**

Beginning Monday, July 4-July 20th. (No security on grounds until July 20th)

\*If the grass is wet, DO NOT move trailers onto grass until it is dry\*

If you are unsure, please call us at 701-857-7620.

Outdoor teardown:

Saturday, July 29 after the grounds have cleared.

All Outdoor exhibits must be moved off grounds by August 14th.

Forklift service is available upon request for setup and tear down. Expect wait times. Tear down does not begin until your building is closed/outdoor hours complete on the final day of fair. Anyone who tears down early, will forfeit their renewal for future fairs. This rule will be monitored and enforced throughout the fairgrounds

\*When the Fair is over it is expected that the leased space be vacated and left clean and free of debris. This goes for both indoor and outdoor spaces. \*

#### PEPSI & ND STATE FAIR CONTRACT

The North Dakota State Fair and Pepsi have a cooperative agreement. The State Fair has traded the exclusive beverage rights for all its facilities for a financial commitment that will provide the State Fair with revenue for operations, guaranteed fair pricing for our vendors and a major marketing program that will benefit us all. The agreement specifically states that only Pepsi beverages may be sold on the Fairgrounds. This includes soft drinks, sports drinks, juices, and water. We have excluded milk, alcoholic beverages, non-alcoholic beers, and coffee. Also excluded are other drinks made at the Concessions stands, including tea and lemonade. All signage must be Pepsi; this includes graphics, trailers, tents, menu boards, soda machines and any other signage.

#### LIVE MEDIA REMOTES

We would like to remind all our concessionaires that if you plan to have any live media remotes from your booths or lot locations, please let the station know they must have the times and location approved by the State Fair Office. Live remotes are great! We would just like to prevent any traffic problems that they may cause on the Fairgrounds by being prepared. Having the stations go through us will eliminate any hassles or problems that could occur.

#### PESTICIDE APPLICATION

The North Dakota State Fair in cooperation with the State Department of Health, hereby inform you that an application of insecticide is scheduled for the early morning hours of the State Fair. You are advised that the application may take place on any day from July 1st-August 15. You are required to properly protect your stand each evening. It will also be necessary for you to properly clean with hot water, detergent and sanitize all food contact and non-food contact surfaces following an application. Through your cooperation, we shall continue to make your stay at the Fair one that is conducive to good sales and a healthy environment for all.

#### **SECURITY**

All North Dakota State Fair security personnel have been given copies of our security rules and regulations and they are expected to enforce them. Please note that in addition to checking bags and vehicles, they will not admit anyone without proper admission credentials. Anyone entering the grounds must have either daily gate admission or a season gate pass. Your vendor name tags DO NOT grant you access to the fairgrounds. They have also been instructed to tow improperly parked vehicles. Security has the authority to stop vehicles from entering after 10:30 am and before 11 pm. Please notify your suppliers and workers. These people do not know your names or how important you are to us; they are just doing their job.



#### **USE OF GOLF CARTS**

Golf carts may **not** be operated by any concessionaire or exhibitor on grounds unless approved by the North Dakota State Fair management. Only those approved will be allowed to use golf carts during the Fair. There will be a permit fee of \$100 for such use. There is an EXTREMELY limited number of permits. Permit must be attached to the golf cart where it can be seen.

You must have a valid driver's license to purchase a permit and operate golf carts. Use of said vehicles by unlicensed drivers is strictly prohibited.

The North Dakota State Fair will require that such users agree to name the North Dakota State Fair and the State of North Dakota as additional insured and furnish proof (certificate of insurance) of comprehensive general liability insurance in the amount of \$1,000,000 per occurrence and \$1,000,000 annual aggregate combined single limit for bodily injury and property damage liability. Certificate of insurance naming the North Dakota State Fair and the State of North Dakota as additional insured must be furnished before permit will be issued.

#### **PETS**

Animals/pets are not permitted anywhere on the fairgrounds prior to or during fair, in the commercial buildings, or as part of an exhibit. (Excluding livestock exhibits).

Service animals are permitted.

Emotional support animals are **not** considered service animals.

If you have questions, please feel free to call the main office at (701) 857-7620.



## **Hotels**

#### Dakota Inn

2401 Elk Drive, Minot, ND 58701 Phone: (701) 838-2700 www.dakotainnminot.com/

**Quality Inn & Suites** 

3916 N Broadway, Minot, ND 58703 Phone: (701) 838-3916 www.choicehotels.com

Wingate by Wyndham

900 24th Ave SW, Minot, ND 58701 Phone: 701-838-2424 www.wingateminotnd.com

**Staybridge Suites** 

3009 S Broadway, Minot, ND 58701 Phone: (701) 852-0852 www.ichotelsgroup.com/staybridge/ hotels

**Baymont Inn & Suites** 

1609 35th Ave SW, Minot, ND 58701 Phone: (701) 251-4325 https://www.wyndhamhotels.com/ bavmont

## **Microtel Inn & Suites**

414 37th Ave SW, Minot, ND 58701 Phone: (701) 839-2200 www.wyndhamhotels.com

## Sierra Inn

929 20th Ave SE, Minot, ND 58701 Phone: (701) 837-1800 www.sierrainnminot.com

#### **Hotel Revel**

1510 26th Ave SW Minot, ND 58701 (701) 852-4300 www.revelnd.com

**Economy Hotel** 225 22nd Ave NW, Minot, ND 58703 Phone: (701) 852-3411 https://economy-hotelminot.business.site/

**Comfort Inn & Suites** 

3420 S Broadway, Minot, ND 58701 Phone: (701) 838-5200 https://www.choicehotels.com/ comfort-inn

**Hyatt House** 

2301 Landmark Dr. Minot, ND 58703 Phone: (701) 838-7300 minot.house.hyatt.com

**Country Inn & Suites** 

1900 22nd Ave SW, Minot, ND 58701 Phone: (701) 837-1900 http://www.countryinns.com/ minot-hotel-nd-58701/ndminot

## **Grand Hotel**

1505 N Broadway, Minot, ND 58703 Phone: (701) 852-3161 www.grandhotelminot.com

**MainStay Suites** 

1212 31st Ave SW, Minot, ND 58701 Phone: (701) 852-6246 www.choicehotels.com

**Sleep Inn & Suites** 

2400 10th St SW, Minot, ND 58701 Phone: (701) 837-3100 www.choicehotels.com

**Highland Suites** 

1605 35th Ave SW, Minot, ND 58701 Phone: (701) 837-7900 https://highlandsuitesnd.com

**Clarion Hotel & Convention Center** 

2200 E Burdick Expy, Minot, ND 58701 Phone: (701) 852-2504 www.choicehotels.com/northdakota/minot

**Hawthorne Suites by Wyndham** 

800 37th Ave SW, Minot, ND 58701 Phone: (701) 858-7300 www.wyndhamhotels.com

**Comfort Suites** 

601 22nd Ave SW, Minot, ND 58701 Phone: (701) 852-9700 www.choicehotels.com/northdakota/minot/comfort-suites-hotels

**Days Inn** 

2100 4th St SW, Minot, ND 58701 Phone: (701) 852-3646 www.daysinn.com

**Super 8 by Wyndham** 

1315 N Broadway, Minot, ND 58703 Phone: (701) 852-1817 www.wyndhamhotels.com Hampton Inn & Suites

1400 N Broadway, Minot, ND 58703

Phone: (701) 838-1400 hamptoninn3.hilton.com

**Holiday Inn Express & Suites** 

300 37th Ave SW, Minot, ND 58701 Phone: (701) 837-1200

www.ihg.com/holidayinnexpre

Motel 6

1515 22nd Ave SW, Minot, ND 58701 Phone: (701) 852-2201 https://www.motel6.com

**Candlewood Suites** 

900 37th Ave SW Minot, ND 58701 701-858-7700 www.candlewoodsuites.com/ minotnd

## **Campgrounds**

**Roughrider Campground** 

500 54th St NW, Minot, ND 58703 Phone: (701) 852-8442 www.minot.com/roughrid Email: info@roughridercampground.com

**Valley View RV Park** 

1945 20th Ave SE, Minot, ND 58701 Phone: (701) 818-5239 www.koa.com/campgrounds/minot Email: minot@koa.com

## **Bed & Breakfast**

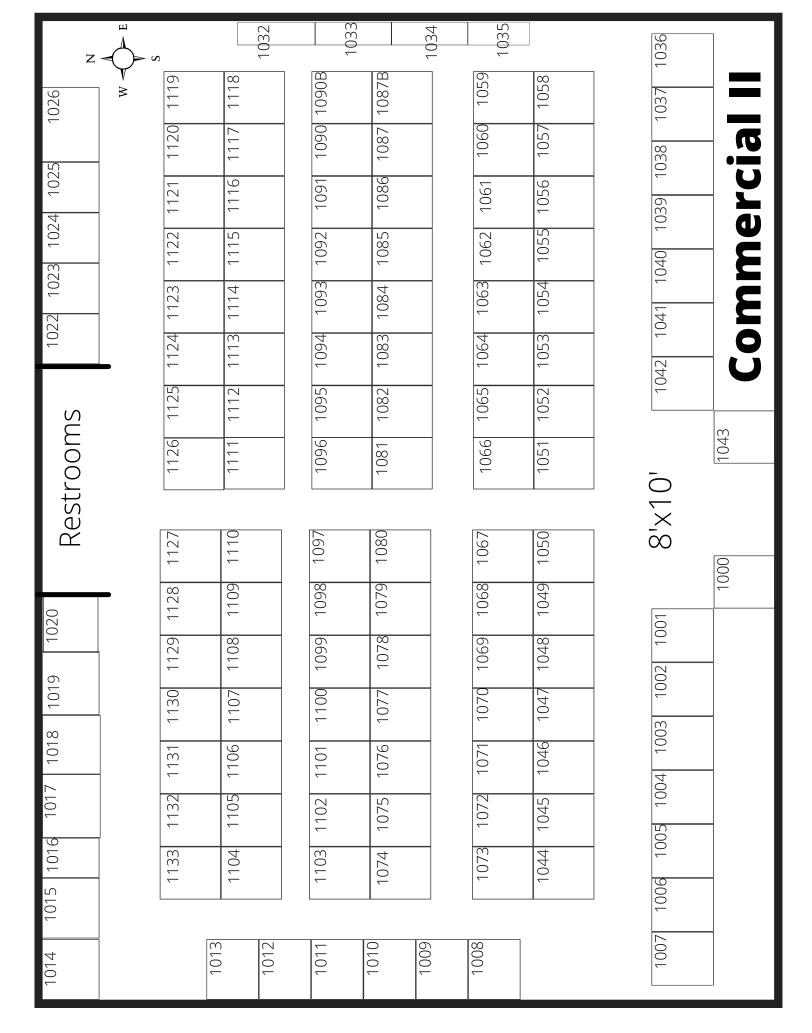
## **Dakotah Rose**

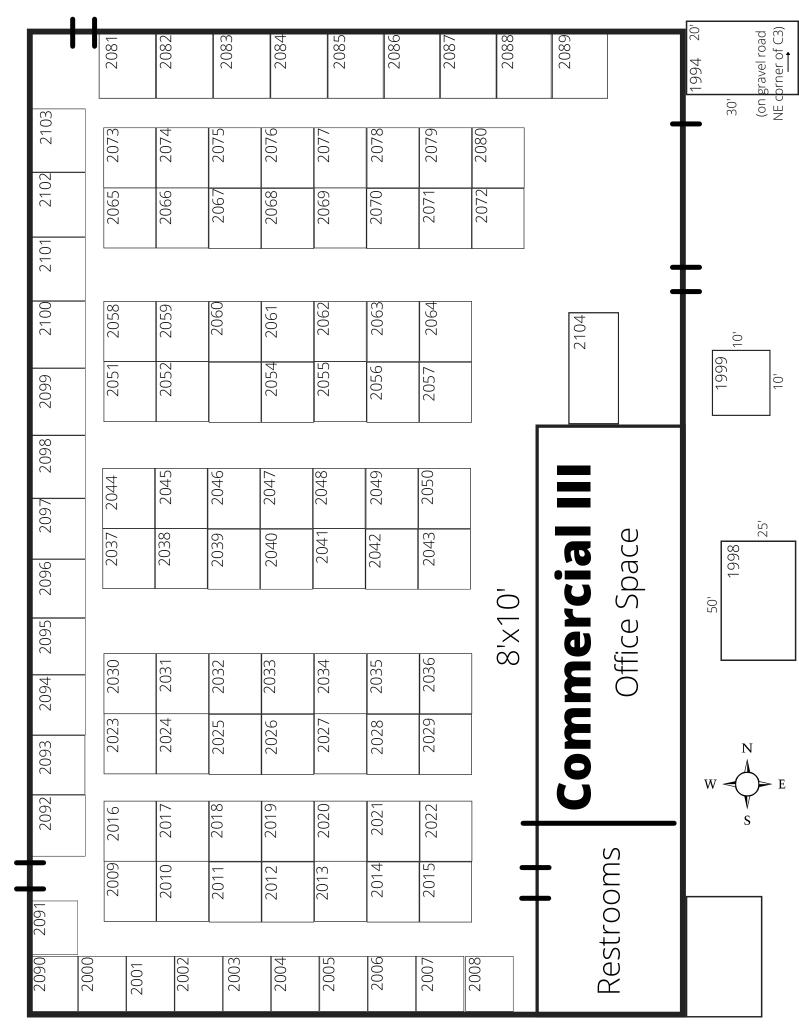
510 4th Ave NW, Minot, ND 58703 Phone: (701) 838-3548 www.dakotahrose.com Email: dakrose@gmail.com

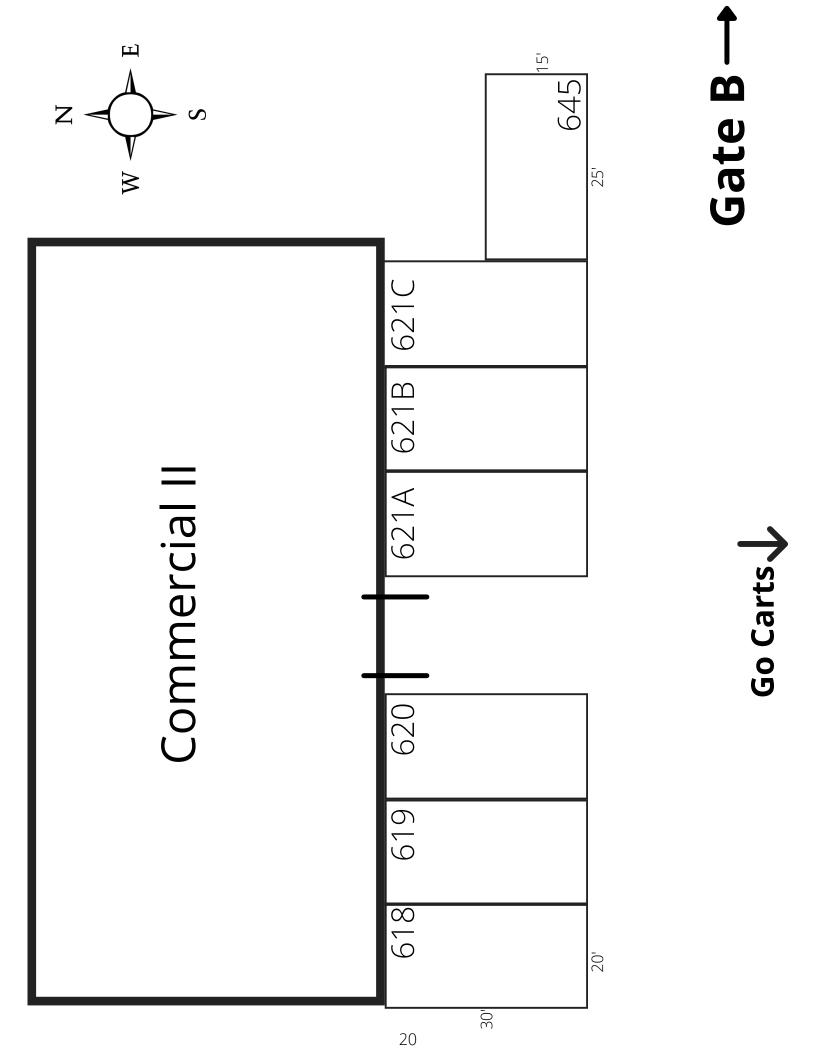
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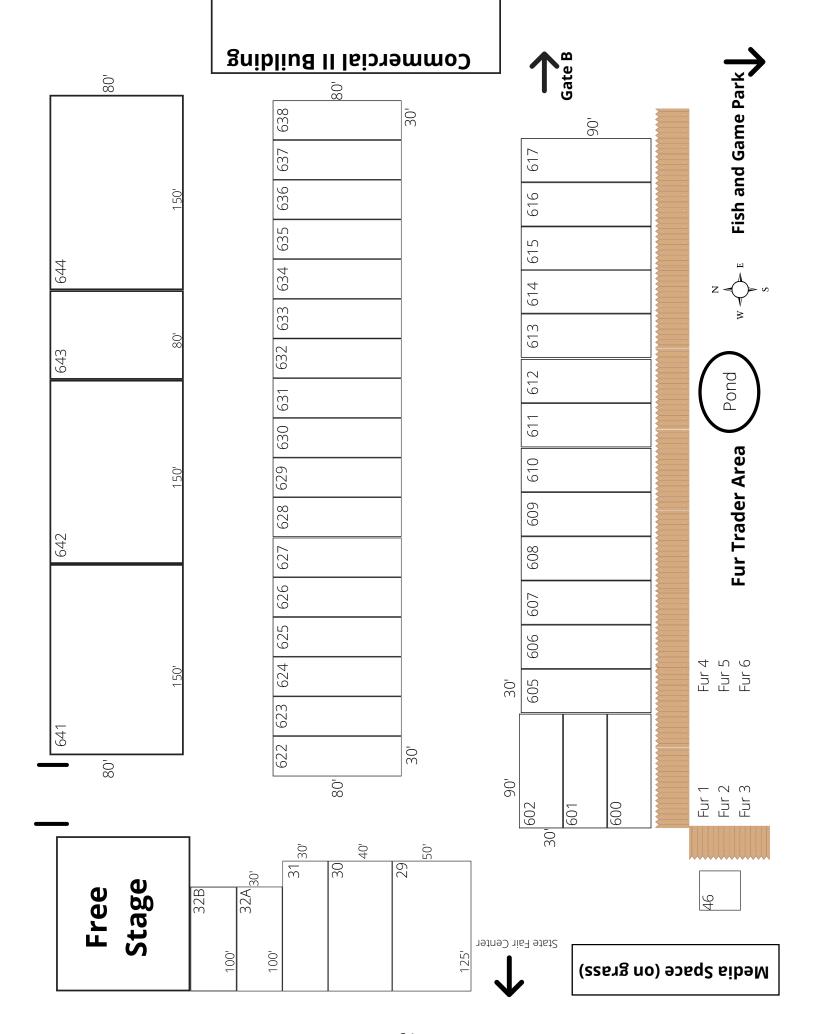
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893	882	867	856	841		829	
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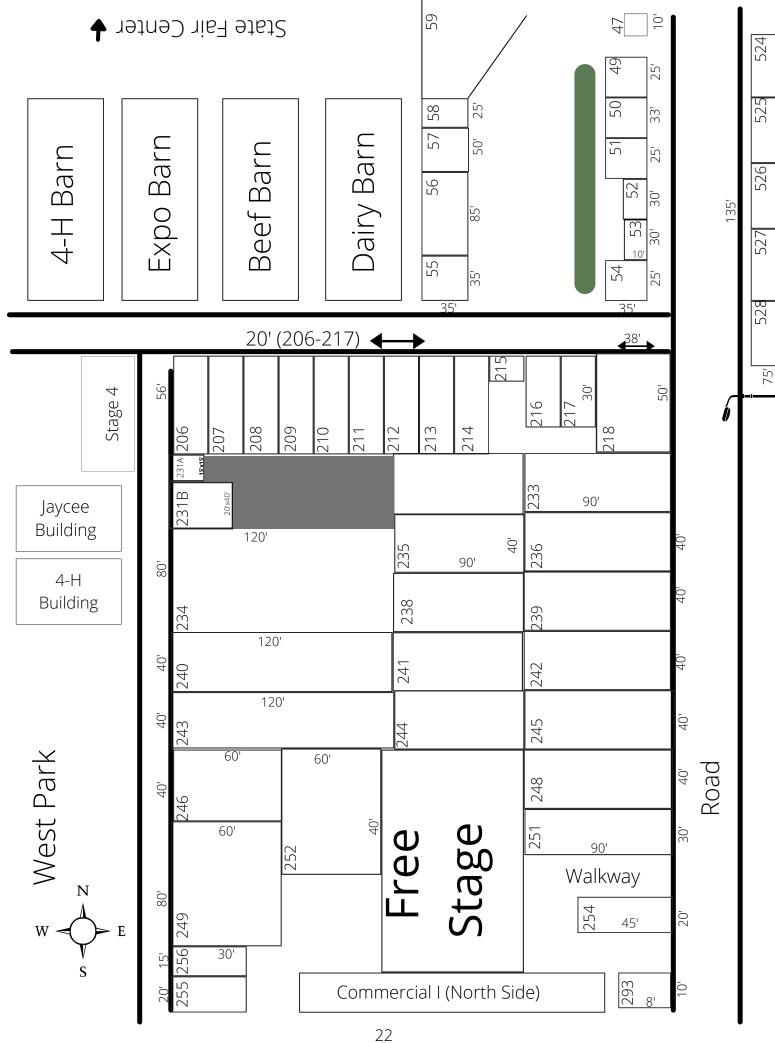
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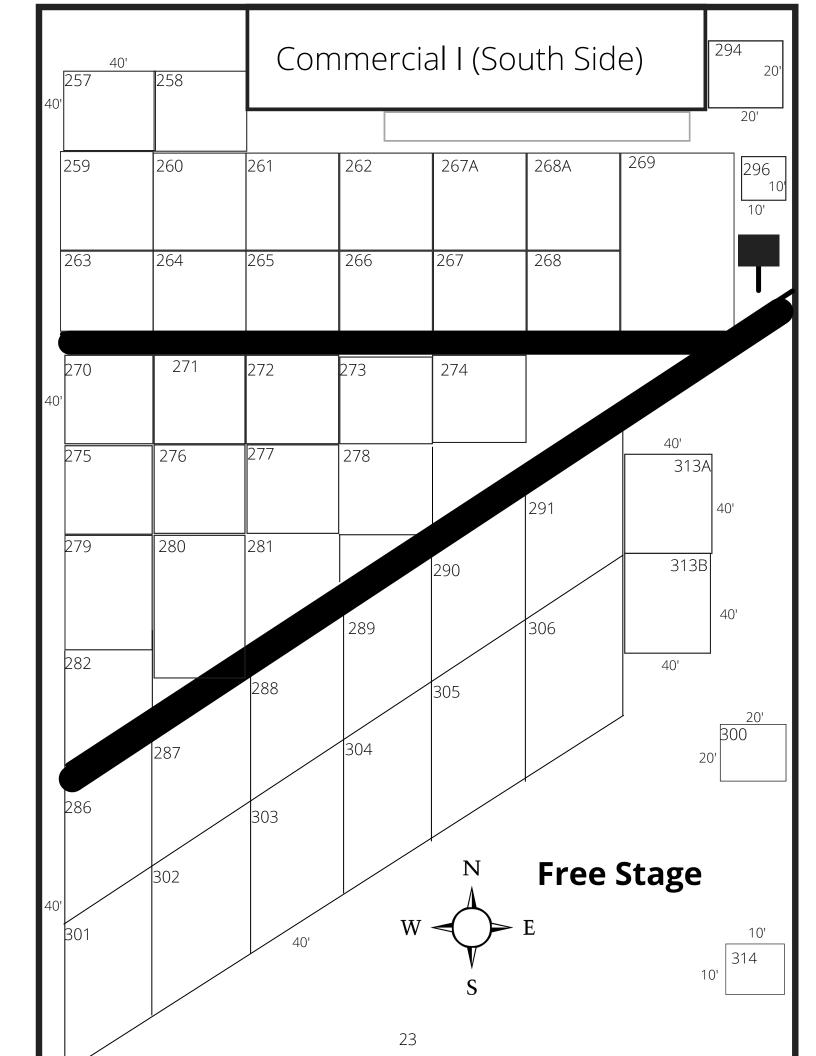




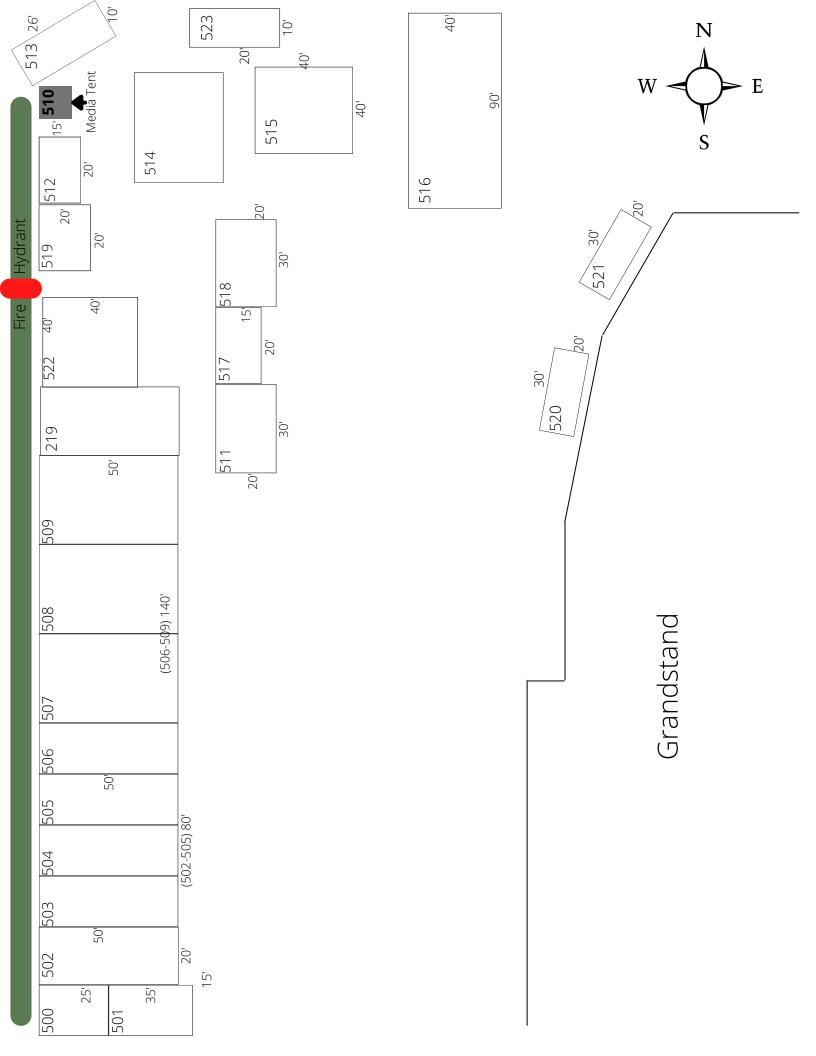


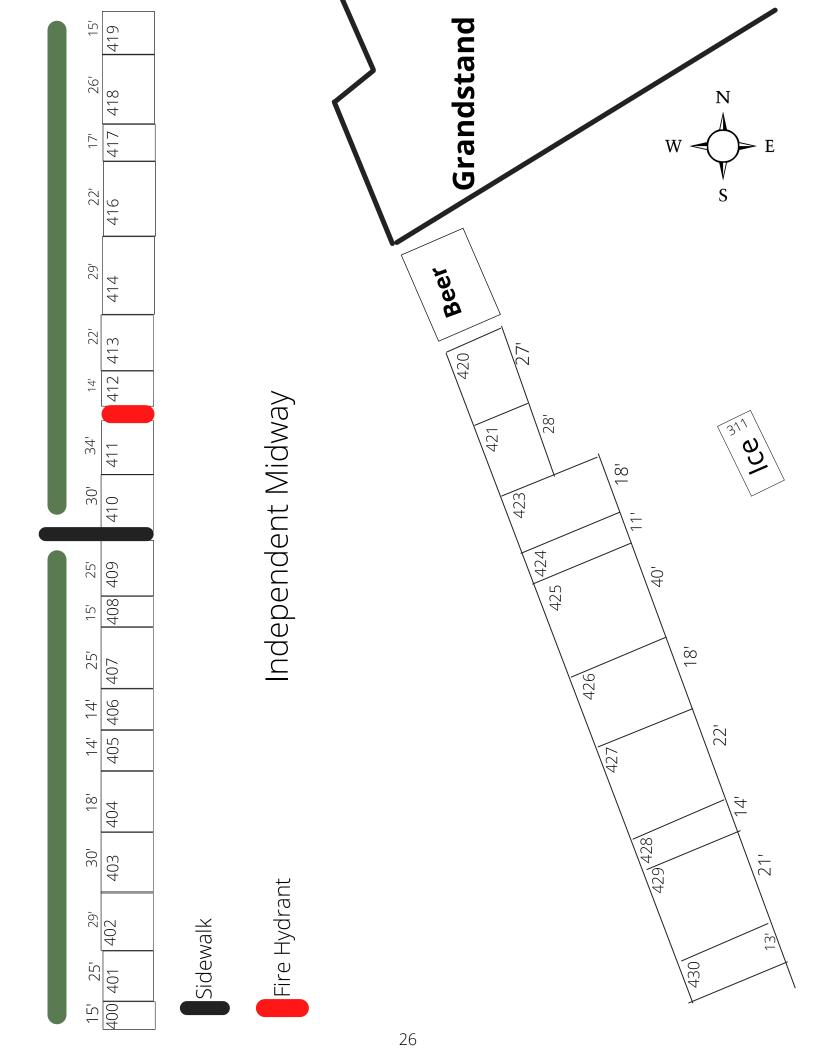














# 2023 North Dakota State Fair Order Form PO Box 1796, Minot, ND 58702

Phone: 701-857-7620/Fax: 701-857-7622

	Company Name		Space #	
	Contact Person	Telep	hone #	
_ Exhibit Space – as <sub> </sub>	per enclosed Contract			\$
	Passes – No parking vehicles for unloading before 10:30 a k in free parking.			FRE
_ Insurance - \$85.00 _ Face and body pair	for the first booth and \$50.00 nters, \$165 (Please refer to and fill out in			\$ \$
	@ \$25.00 each (Adult) s must pay for gate admission purchase on the campi		ng, please	\$
<i>Daily</i> Gate Admis	sion Ticket @ \$12.00 /day (Ad	ult)		\$
	\$35.00 each – Table rental in hairs and a reusable vinyl tab			\$
			ТО	TAL \$_
	MasterCard Discover	American Expr	_Visa ess	
Credit Card Nu	mber	Exp. Date	Security Co	de

Please return this form to the State Fair Office along with your payment. Fax: 701-857-7622 or email sarah@ndstatefair.com

\*Credit Cards are NOT kept on file for future payments\*

\*Pre-purchased gate admission will be in your vendor packet if purchased by June 30th. \*
Admission purchased after this date may be done on ndstatefair.com, or at the grandstand/gate upon arrival. Thank you!

(Office Use Only) Receipt # \_\_\_\_\_

## **INSURANCE**

Please complete front and back of this form.

Booth Name		
Booth Numb	er	
Please check one of the j	following:	
		th Dakota 1796
***Certificate	Holder MUST be i	named additional insured***
Name of Insu	irance Company:	
State Fair a	t a price of \$85.00 ( \$50.00 for each add	isurance through the North Dakota Face/Body Painters \$165) for the first ditional booth. I have completed the
		American Express Discover
Credit Card Number		Exp. Date
Security Code		Billing Zip Code

Please return this form to the State Fair Office along with your payment. Fax: 701-857-7622 or email sarah@ndstatefair.com

\*Credit Cards are NOT kept on file for future payments\*

#### \*\*\*TO BE FILLED OUT ONLY IF PURCHASING INSURANCE FROM Haas & Wilkerson Insurance\*\*\*

Name of Exhibit/Concession:	List of products, food, or services provided:
Contact Name:	
Telephone Number:	
Dear Exhibitor:	
Haas & Wilkerson Insurance will provide General Liability cover master insurance policy. Coverage for concessionaires and ex liability with a \$1,000,000 each occurrence limit and \$3,000,000 SPECIFICALLY EXCLUDED. General Liability coverage provided agreement with North Dakota State Fair Association.	hibitors includes public liability and property damage 00 aggregate & products liability limit. LIQUOR LIABILITY IS
Should you choose to participate in this voluntary insurance p your CONTRACT PAYMENT AND APPROPRIATE PREMIUM PAYA North Dakot PO Box Minot, NE (701) 857-7620 Fa:	ABLE TO ND STATE FAIR. a State Fair 1796 D 58702
LICENSEES INSURANCE PROGRAM: General Liability coverage will be provided for the period of th set-up and teardown. PREMIUM COMPUTATION:	
\$85 first booth (a double booth is considered 1 booth) \$50 each additional booth (same exhibitor) \$165 Each Face / Body Paint Booth	\$ \$ \$
Total Due North Dakota State Fair	\$
NOT ACCEPTABLE FOR ENDORSEMENT ON THIS POLICY (List	NOT all inclusive):
Amusement Rides/Devices (including Gyroscopes & Space bal Child Care, Climbing Walls, Concert Performers/Promoters, Da Operator, Gun Shows/Sales, Haunted Houses, Henna Tattoos, Screenings/Devices, Motorsports Events, Permanent Tattoos, Fighting/Wrestling Activities, Rodeo Events, Roller/Ice Skating, or CBD Products, Sales of Tobacco, Vaping Products, Marijuan Simulators, Virtual Reality Rides, Wheelchair/Stroller Rentals.	art Games, Dunking Booths, Essential Oils, Fireworks, Inflatable Amusements, Mazes, Medical/Dental Testing & Petting Zoos, Playground Equipment, Pseudo-Sales of Autos or Auto Parts, Sales of Herbal Supplements
ITEMS REQUIRING ADDITIONAL PREMIUM & APPROVAL BEFO	DRE ENDORSEMENT:
Concerts-Local and Regional Talent Only, Exotic Animals, Ente walking characters, face painters, sketch artists, choirs, etc.), GPets/Rodents.	<del>-</del>
Ci	Data

# North Dakota State Fair Vendor Camping Form July 21-29, 2023

\*Required Information\*

Office Use Only
Receipt #:
Camping Space #:

*Total must be paid at time of reserve your camping sp				
Gate admission must be purchased on online (ndstatefair.com *Camping does NO	•	on arriv		nain office,
To	otal Due:	_		
Tent \$15/night xnights=_ Tent \$20/night with electric x RV \$25/night (electric only) x	nights=			
Arrival Date:	Departure Date: _			
Length of RV Unitft. (from rear bumper to front hitch)				
			_	

\*Credit Cards are NOT kept on file for future payments\*

Name:
Phone Number:
Booth/Company Name:
Booth Number/Location:
Please check one:
Food Vendor Commercial Vendor
Signature:
Date:

Credit Card
Mastercard
Visa
AmEx
Discover
Card Number:
Exp. Date: Security Code: Billing Zip:

Please read the back for camping policies!

#### **State Fair Camping Office 701-838-1193**

(Please be sure to leave a voicemail for a callback if necessary)

North Dakota State Fair's on-grounds camping spaces will be sold in advance for the 2023 fair.

Camping spaces are not sold for general parking of non-RV vehicles.

Payment must be made in full prior to the reservation being held.

No RV space will be reserved unless gate admission is purchased for the same number of days as camping is requested.

All campers and vehicles must have a valid permit clearly displayed at all times.

No gray or black water dumping is allowed on site except by a contracted pumper. Please contact the camping office, located on the SE end lower level of the All Seasons Arena, for your pumping and filling needs. Requests must be made by 4pm the day prior for the next day service.

Electrical services are very limited, available on a first come first serve basis only. Anyone requesting electricity will need a 100' extension cord and will be limited to 30 amps. Those drawing more than 30 amps will be disconnected.

Showers are available in the Expo Barn, the Bunny Barn, the block bathrooms by the Midway, the State Fair Center and in the West Lot campground.

Quiet Time is 11 PM to 7 AM.

All campers are responsible for picking up their own garbage, please help us keep our fairgrounds looking beautiful!

It is the sole responsibility of all persons staying on the Fairgrounds to be informed on weather conditions and to react so they are safe. The State fair Center is open for inclement weather shelter.

No exceptions will be made for the length of stay. If you fail to remove your RV by 6:00pm on the agreed upon date, the North Dakota State Fair may remove/tow your RV off the grounds and we will not be liable for damages.

Have a safe and fun time at the NDSF!



# FREE ADVERTISING OPPORTUNITY

We would like to invite you to take part in our 2 for 1 Day at the Fair, by offering one or more of your products for half-off or BOGO on Tuesday, July 25. The Fair will offer half price gate admission with a Pepsi product for Fair-goers.

Just by participating in 2 for 1 Day, you will get exposure on the following media outlets reaching thousands of Fair-goers:

- ndstatefair.com: promotions page
- Social media:
- 2 for 1 Day post on Facebook
- 2 for 1 Day post on Instagram
- 2 for 1 Day post on Twitter
- Two 8.5 x 11" laminated signs for display at your booth

Please fill out accordingly.
PRODUCT(S) OR SERVICE(S) AND DISCOUNT YOU WILL BE OFFERING:

**BOOTH NAME AND BOOTH NUMBER:** 

**LOCATION: PHONE NUMBER:** 

CHECK BOX IF YOU NEED MORE THAN TWO LAMINATED SIGNS

Respond by July 1, 2023 via Fax: 701-857-7622

Email: jacee@ndstatefair.com
Mail: North Dakota State Fair
ATTN: Pepsi 2 for 1 Day
PO Box 1796
Minot, ND 58702





## **NEW AND IMPROVED IN 2023**

The North Dakota State Fair is holding it's 12th Annual Food Frenzy Competition and we want YOUR participation! Show off your creativity and mad fair food skills by entering a food concoction at the Fair on Friday, July 21, 2023.

However, the categories have changed to allow for more drinks and more competition!

As in previous years, each vendor will still receive a sign on their booth listing their food/drink entry for the Food Frenzy, social media posts and will be showcased on the North Dakota State Fair website encouraging fair goers to try the new items!

## NEW CATEGORIES FOR THE FOOD FRENZY

- Enter ANY food item in one of Four categories:
- Savory
- Sweet
  - Caffinated Beverage (Coffee, Boba, etc.)
  - Creative (to qualify for this category the food item must never have been entered at a food Frenzy Competition at the NDSF and must be new to the NDSF.)
- Please feel free to enter more than one item.
- If you are submitting more than one item, please fill out a separate application for each.
- We revamped the drink category, if you are looking for what category to put your lemonade, tea or slushies they can be placed in the Sweet or Most Creative category.
- Applications must be complete upon submission.
- Applications must be submitted by July 1. All entries are to be reviewed by NDSF staff.
- We will notify each vendor of their acceptance and category status. The NDSF has the right to move the food items into a different category if they fit better in that category.
- A first place winner and runner-up will be chosen per category by a panel of judges specific to each category.
- Judges will score each dish according to: taste, visual appeal, overall impression, and uniqueness/ originality (if it falls within the creative category).
- Judging will start July 21, 2023 at 1:30PM and conclude around 3:00PM depending on the amount of entries.
- The judges will walk around to each vendor at their scheduled time for judging. Once the NDSF received the vendors application, they will be notified by email & a letter in their vendor packets of their scheduled time for judging. If this time does not work for you, please contact the NDSF upon receiving the email/letter and schedule a better time. All judging will be concluded by 3:00PM on Friday. This is so more vendors can participate in the event without having to leave their vendor booths.
- JUDGES WILL BE WEARING AN IDENTIFYING BADGE. DO NOT GIVE THEM THE ITEM IF THEY ARE NOT WEARING THEIR BADGE.



### **APPLICATION**

	Vendor Name:
	Email:
	Booth #:
	Name of Entry:
	Description of Entry:
Se	lect up to two categories:
	Sweet Savory Caffinated Creative Beverage

Please e-mail completed application to regan@ndstatefair.com or by mail PO BOX 1796 Minot, ND 58702. (Mail in entries must be post marked by July 1.)

# PHONE AND INTERNET SERVICE for 2023 North Dakota State Fair Exhibitors

SRT Communications provides Phone and Internet service for North Dakota State Fair vendors. Call or order online to reserve private and secure service at your fair booth!

Internet 50x10 Mbps

**\$111**95\*

**Phone Line** 

\$11000\*

Additional Phone Line

\$8500\*

Free Public WiFi not available.

FASTER SPEEDS AVAILABLE!

CALL US TODAY! 701.852.8888

SRT Business Services
701.852.8888 | SRT.COM/NDFAIR



<sup>\*</sup> Prices do not include taxes and fees.



MCHENRY COUNTY | 701.537.5732

BOTTINEAU COUNTY | 701.228.3101 MCLEAN COUNTY (GARRISON) | 701.463.2641 BURKE COUNTY | 701.377.2316 MCLEAN COUNTY (WASHBURN) | 701.462.3330 WARD COUNTY (KENMARE) | 701.385.4328 RENVILLE COUNTY | 701.756.6383

SHERIDAN COUNTY | 701.363.2506 WARD COUNTY (MINOT) | 701.852.1376

DATE: December 13, 2023

TO: North Dakota State Fair Food Vendors

FROM: Lisa Otto-Westman, Director of Environmental Health

SUBJECT: PLEASE NOTE CHANGES for 2023 Food Licensing and Food Safety Certification

Licenses: July 7th, 2023 is the deadline for all NDSF food service license applications, renewals, and license fees to be submitted to First District Health Unit. Late submissions will accrue additional charges.

- For any and all questions call Environmental Health at FDHU, 701-852-1376.
- Concessionaires selling food for immediate or off-premises consumption are required to have a Food Service License. The license is required to be posted in EACH booth on the opening day of food service operation.
- New food establishments or any changes to the current establishment requires an application for each booth/unit. Applications and appropriate fees shall be submitted no later than July 7th, 2023.
- If the Mobile Food Unit is licensed in another jurisdiction within North Dakota, contact our office.

Food Safety Training: • July 20, 2023 at 10 am and 1 pm – Upper Atrium State Fair Center

First District Health Unit mandates food safety education for food employees.

- o Food employees are required to take and pass an approved food education course every 3 years.
- o The certification card must be on premises while individual is working in the establishment.
  - o Only preapproved courses will be accepted. See https://fdhu.org/environmental-health-division/foodsafety-certification/ for links to approved courses.
- The in-person/on-site training will be offered 2 separate times on July 20th and will be approximately 1.5 hours which includes a presentation and a test. Either class can be attended and there is no need to preregister. The tests are corrected onsite and a card will be given to each person with a passing score.
- Individuals that choose to watch the FDHU course online may take the test at the on-site training or a pre-scheduled time at the FDHU offices.

Environmental Health Office, First District Health Unit (701) 852-1376

Additional information can be found at https://fdhu.org/

#### **First District Health Unit**

801 11th Ave SW - PO Box 1268 Phone: (701) 852-1376 Minot ND 58702-1268 Fax: (701) 852-5043



#### **Temporary Event / Mobile Unit Food Establishment License Application**

#### **Procedure:**

- 1) Incomplete applications will NOT be processed.
- 2) License fee is determined after review of application and licenseholder will be notified of assigned fee.
- 3) Notify FDHU immediately of changes made to any portion of this application.
- \*Food establishments must pay license fee and receive FDHU approval prior to operation.

This application is submitted for:	New Establishme	nt New Establish	nment Name	New Owner
Name of Establishment		Name of License Ho	older	
Owner Mailing Address		City	State	Zip Code
Phone Number(s)		Owner Email Addre	SS	I
1. Opening Date://	*Details	provided below may	be updated a	fter license issuance.
2. Circle the number of days the		t plans to operate in t 8 9 10 11 12 13 14+	he First Distric	ct Health Unit:
3. Attach proposed menu with a Foods must be prepared on site 4. Identify food source (i.e. nam Source(s):	or in an approved a e of grocery store).	nd licensed location of All foods must be obt	off-site. ained from ap	
5. Provide details for each event	t the food establishr	nent plans to operate	) <b>.</b>	
Event Name/Date	Location	Event Contact Name	Phone Nun	nber/Email Address

Requirements for Temporary Events / Mobile Food Units 1. Food Safety Education - All food employees required to take and pass approved food safety course. Verification attached (i.e. copy of food safety card). 2. Water Systems Utilized - Indicate applicable water source / waste water (sewage) disposal. Municipal Source Holding Tank Size of Tank Water Supply Waste Water (Sewage) 3. Handwashing Facility - Required. Food handlers are required to wash hands for 20 seconds. Supplies available: Running, Potable Water Soap Paper Towels 4. Warewashing / Sanitizer - Wash utensils in warm, soapy water, rinse, sanitize, air dry. No towel drying. Circle sanitizer: Chlorine (Bleach) Quaternary Ammonia **lodine** Other: Indicate warewashing method used. 3-Bucket System 3-Compartment Sink Cold Holding - TCS foods must be held at 41°F or below. List cold holding equipment; Thermometers are placed in all cold hold units. Cold hold units are set to 41°F or below. Cooking / Reheating - List all food items that will be cooked / reheated to the proper temperatures. Ex: Cook plant foods / Reheat commercially processed / packaged products. 135°F Ex: Cook eggs (serve immediately), fish, meat (not ground / comminuted / injected), game animals, ratites, etc. 145°F 15 sec Ex: Cook eggs (not served immediately), ground / comminuted / injected fish, meats, game animals, etc. 155°F 17 sec 165°F Ex: Cook stuffed foods (including fish, meat, ratites, game animals, pasta) poultry, reheat prepared foods. 15 sec 7. Hot Holding - Hot TCS foods must be cooked to the proper temperature then held at 135°F or above. List hot holding equipment: 8. Thermometers -Thermometers provided and accessible to check cooking / reheating temperatures. Gloves, utensils, tissue paper, etc. will be used to prohibit contact with RTE food. 9. Food Handling -10. FDHU's Requirements for Food and Beverage Establishments - Download 2019 Food Code I hereby: (1) affirm that all requested information has been provided and is correct to the best of my knowledge, (2) request that a license be issued to the Applicant to operate this Establishment, and (3) understand the license is not transferable to another person or location and may be revoked for failure to maintain compliance with the 2019 FDHU's Requirements for Food and Beverage Establishments. Return Complete Application to: Date First District Health Unit Signature of Licenseholder Attn: Environmental Health Dept. P O Box 1268

**EHP** Approval

Minot, ND 58702

Date

#### **First District Health Unit**

801 11th Ave SW - PO Box 1268 Minot ND 58702-1268 Phone: (701) 852-1376 Fax: (701) 852-5043



#### Sampling License Application

The following types of foods may NOT be prepared or served while operating with a sampling license.

- Foods that involve cooking raw meats.

\*Talk to an FDHU inspector regarding questions

- Foods requiring hot holding.

about specific foods.

- Foods that are cooked, cooled, and held in cold holding.

#### Procedure:

- \$40.00 annual sampling license fee due with complete application. License fee must be paid and FDHU approval is required prior to operation.
- Incomplete applications will NOT be processed.
- Notify FDHU immediately of changes made to any portion of application.

This application is submitted for:	New Establishme	nt New Estab	olishment Name	New Owner
Name of Establishment		Name of License Ho	lder	
Owner Mailing Address		City	State	Zip Code
Phone Number(s)		Owner Email Addres	ss	
Opening Date:// Provide details for each event th			updated after	license issuance.
Event Name / Date	Location	Event Contact Name	Phone Numb	per / Email Address
		^		

<sup>\*</sup>Attach additional page as needed.

List all foods being offered as samples. Detail	preparation steps (i.e. mixing dry /	wet ingredients,
cutting, packaging, etc.):		
,		
* . ·		
All foods must be obtained from approved so	urces. Identify food source (i.e. nam	e of grocery store).
Requirements for Sampling - Check all box		
1. Food Safety Education - All food employees r		
Not applicable Verification attached.	*If needed, call FDHU inspector for cla	rification.
2. Water Systems Utilized - Indicate water source	ce / waste water (sewage) disposal (if a	pplicable).
Municipal Source	Holding Tank Size of Tar	nk
Water Supply		
Waste Water (Sewage)		
3. Handwashing Facility - May be required and	food handlers must wash hands for 20	seconds.
Not applicable If applicable, supplies include	de: Running, Potable Water Sc	paper Towels
4. Warewashing / Sanitizer - Wash utensils in w	arm, soapy water, rinse, sanitize, air dr	y. No towel drying.
Not applicable 3-Bucket System	3-Compartment Sink Other	
Circle sanitizer: Chlorine (Bleach) Quaternar	ry Ammonia Iodine Other	
5. Cold Holding - TCS foods must be held at 41°	F or below. List cold holding equipmen	t:
or color moraling	3 , ,	
Not applicable Thermometers in all co	ld hold units. Cold hold units set to	41°F or below.
6. Thermometers - Not applicable Ther	mometers accessible to check food ter	mperatures.
7. Food Handling - Gloves, utensils, tissue	paper, etc. will be used to prohibit cont	act with RTE food.
8. FDHU's Requirements for Food and Beverage	ge Establishments - Download 2019	Food Code
I hereby: (1) affirm that all requested information has be	een provided and is correct to the best of m	y knowledge,
(2) request that a license be issued to the Applicant to		
transferable to another person or location and may	be revoked for failure to maintain complian	ce with the 2019
FDHU's Requirements for Food and Beverage Establish	hments.	
Return Complete Application to:		
First District Health Unit	Signature of Licenseholder	Date
Attn: Environmental Health Dept.	2	
P O Box 1268 Minot, ND 58702	EHP Approval	Date
miliot, ND 00102	LITE Apploval	Revised January 2021
		,



January 01, 2023

Sarah Brosseau PO Box 1796 Minot, ND 58702-1796

Sarah:

The following is a list of requirements for propane and natural gas installations:

- 1. All propane tank installation and filling are to be completed by qualified propane service personnel, with the tanks located outside of the building.
- 2. All new propane and/or natural gas interior building piping, permanent and/or temporary, must be installed and pressure tested by a qualified installer licensed by the City of Minot.
- 3. All propane, natural gas and electrical equipment is to be listed and labeled for their intended use.
- 4. Portable grills, fryers, hot plates, ranges and ovens are to be installed on non-combustible tables, bases or stands with proper clearance from all combustible materials.

If you should have any questions, please contact our office at (701)857-4102.

Gage DeGroot

City of Minot, Senior Inspector

Office 701-857-4102

PO Box 5006, Minot, ND 58702-5006

#### **MEMORANDUM**

TO: OPERATORS OF TEMPORARY OUTDOOR INSTALLATIONS

FROM: JOSH DAHL

N.D. STATE ELECTRICAL INSPECTOR

PHONE: (701) 426-3024

These are a few of the requirements for temporary installation of electrical wiring at fair stands.

(Outdoor concession stands only.) Electrical inspections of concession stands and booths will begin on Thursday morning (July 20, 2023). Concession stands and booths should be ready by that time. **ALL VENDORS MUST BE PRESENT AT THEIR BOOTHS THURSDAY DURING THE INSPECTION.** 

# THIS IS VERY IMPORTANT AS YOU MUST BE INSPECTED AND HAVE A YEAR 2023 CERTIFICATE OF INSPECTION FROM NORTH DAKOTA PRIOR TO OPENING. ANY VENDOR NOT MEETING MINIMUM ELECTRICAL CODE WILL NOT BE ABLE TO OPERATE.

- 1. GFCI protection is required for all 50 ampere or less, 125-250 volt single phase receptacles and 100 ampere and less three phase receptacles. This can be through a GFCI receptacle or with GFCI protection as an integral part of power supply cord.
- 2. Provide one adequately-sized and properly-fused flexible cord to each stand.
- 3. A fusible disconnect is required within the stand. (NOTE: plug strips must contain a fusible trip.)
- 4. Electrical equipment installed outdoors must be weather proof.
- 5. All cables must be in good condition in continuous length with approved outdoor cord connectors.
- 6. All electrical equipment must be effectively grounded.
- 7. An inspection is required at the first engagement each year which will serve the entire year subject to subsequent inspections.
- 8. A \$15.00 fee must be paid to the inspector at the first engagement or inspection or a \$50.00 fee for a generator or transformer inspection.
- 9. Each stand having minor code violations will be issued a correction order with instruction to correct the same.
- 10. The electrical inspector is empowered to write a correction order for immediate compliance should the inspector find a condition dangerous to life and property.
- 11. Protection flexible cords or cables run on the ground, where accessible to the public, shall be covered with approved nonconductive mats. Cables and mats shall be arranged so as not to present a tripping hazard. All non conductive matting to be secured to the walkway.
- 12. Bottom of all electrical boxes must be 6" above the ground.

## ANY QUESTIONS CAN BE DIRECTED TO ME AT THE ABOVE ADDRESS OR PHONE NUMBER. THANK YOU.



#### Welcome to the 2023 North Dakota State Fair!

Please work with the Office of State Tax Commissioner to obtain a North Dakota sales tax permit if you do not already have one. A sales tax permit is required prior to collecting and remitting taxes.

#### Do I need a sales tax permit?

Any business or institution making taxable retail sales of tangible personal property or services is required to hold a North Dakota sales, use, and gross receipts tax permit. For more information on the state's sales and use tax laws, go to www.tax.nd.gov/guidelines for guidelines specific to your business.

#### Do I need to obtain the permit before the State Fair?

Yes. You are required to obtain a sales tax permit prior to making the sales in North Dakota.

#### How do I register if I do not have a sales tax permit?

Our application is available at www.tax.nd.gov/tap/application.

#### I already have a sales tax permit. What do I need to do?

Nothing. Report your sales as normal.

#### What is the tax rate at the fair?

The sales tax rate for sales at the North Dakota State Fair is 5.5% which includes the State (5%) and Ward County (0.5%) taxes.

#### How do I submit my taxes?

After you obtain your permit, we will mail you a new account letter which will state your return filing expectations.

#### **Contact Information**

Registration Section Phone: 701-328-1241

Email: taxregistration@nd.gov





# Fair Member Application



To qualify as an IAFE Fair Member, applicants must be annual events that incorporate agricultural exhibits, shows, or competition and at least two of the following: youth programs, commercial or education exhibits, competition in the fine or creative arts, a midway, or entertainment area.

ANNUAL DUES (based upon fair attendance):

- 24,999 and less \$110
- 25,000-99,999 \$190
- 100,000-199,999 \$385
- 200,000-499,999 \$825
- 500,000-999,999 \$1,320
- 1,000,000 and more \$1,760

Thank you for your interest in becoming a member of the International Association of Fairs and Expositions! We are excited to have you as a part of our fair family and look forward to working with you. Please complete the following application and someone from our Membership Department will contact you shortly after it is received.

1. Today's Date:	10. Web Site:
2. Fair Name:	11. Organization E-Mail Address (the general e-mail address for your company, not an individual's e-mail; example: iafe@fairsandexpos.com):
3. How many employees does your organization have?	12. Primary Contact's E-Mail Address (this e-mail address cannot be the same as the Organization E-Mail Address; this will be used for your online log-in):
4. First and Last Name (and Suffix) of Manager or Primary Contact Person (please include name and title):	13. What are you hoping to gain from your IAFE Membership:
5. Prefix of Manager or Primary Contact Person:	
6. Name of President:	
7. Mailing Address:	
	<ol> <li>How is your Fair structured (or what is your Fair structure)?         <i>Mark only one.</i></li> </ol>
	O Governmental Agency
	O Private Non-Profit
	O Quasi-Governmental Agency
	O Other:
<ol> <li>Telephone Number (please include number and type – business, cell phone, etc.):</li> </ol>	15. Is your Fair Manager a:  Mark only one.
	O Part-Time Employee
9. Fax Number:	O Full-Time Employee
·	O Volunteer/Other

16. Completion Dates of Fair:	<b>Optional: Social Media</b> In order to promote better industry networking and communication,
17. Total Attendance (paid and free) of Most Recent Fair:	<ul> <li>members have the option to enter in the URLs to their organization's social network pages.</li> </ul>
	26. Organization Facebook URL:
18. Location of Fairgrounds (if different from Mailing Address; please include city, state/province, and zip code):	27. Organization Twitter URL:
	28. Organization LinkedIn URL:
	29. Organization Google+ URL:
19. Size of Fairgrounds (acres):	30. Organization Flickr URL:
20. Grandstand Capacity (seats):	31. Organization YouTube URL:
21. Arena or Coliseum Seating:	32. Organization SlideShare URL:
22. Indoor Commercial Exhibit Space (square footage):	
23. Outdoor Commercial Exhibit Space (square footage):	<ul> <li>33. If someone encouraged you to join the IAFE, please list his/her name and fair/company name here:</li> </ul>
24. Total Parking on Grounds and Nearby (cars):	_
25. Are Facilities Available for Year-Round Rental?  Mark only one.	34. Name Person Completing Application (please include name and title):
O Yes	
O No	
Paymen  All fees are payable in U.S. funds. Make check or money order payable to IAF	t Information
PAYMENT METHOD: O Check O Money Order O Visa O MasterCa	rd O Discover O American Express
	Billing Zip Code:
Cradit Card Number	Expiration Date: CW2/CVC Code:



## Associate Member Application



To qualify as an IAFE Associate Member, applicants must be one of the following:

- Corporations or individuals that provide services, entertainment, exhibits, concessions, equipment, or supplies to a fair
- Allied Associations, such as agricultural, horticultural, livestock, and other associations with an interest in fairs
- Any annually scheduled event that doesn't qualify as a fair (i.e. horse shows, livestock shows, community celebrations, trade shows, festivals, etc.

**ANNUAL DUES: \$215** 

Thank you for your interest in becoming a member of the International Association of Fairs and Expositions! We are excited to have you as a part of our fair family and look forward to working with you. Please complete the following application and someone from our Membership Department will contact you shortly after it is received.

1	. Today's Date:	8.	Mailing Address:
2	. Company Name:		
3	Please give a complete description of your business, including (a) how long this company/individual has been in the business of serving the fair industry, and (b) a list of the products and/or services that you would potentially provide IAFE members on a compensated basis.		Telephone Number (please include number and type – business, cell phone, etc.):
		10.	Fax Number:
		11.	Web Site:
		12.	Organization E-Mail Address (the general e-mail address for your company, not an individual's e-mail; example: iafe@fairsandexpos.com):
4	. How many employees does your organization have?	13.	Primary Contact's E-Mail Address (this e-mail address cannot be the same as the Organization E-Mail Address; this will be used for your online log-in):
5	. First and Last Name (and Suffix) of Manager or Primary Contact Person (please include name and title):	14.	What are you hoping to gain from your IAFE Membership:
6	. Prefix of Manager or Primary Contact Person:		
7	. Name of President:		

# Optional: Social Media In order to promote better industry networking and communication, members have the option to enter in the URLs to their organization's social network pages. 15. Organization Facebook URL: 16. Organization Twitter URL: 17. Organization LinkedIn URL: 18. Organization Google+ URL: 19. Organization Flickr URL: 20. Organization Flickr URL: 21. Organization SlideShare URL:

	Р	ayment	Informa	ition	
All fees are payable in U.S. funds. Make c	heck or money order	payable to IAFE.			
PAYMENT METHOD: O Check O Mor	ney Order O Visa	O MasterCard	O Discover	O American Express	
Name on Card:		_ Signature:			Billing Zip Code:
Credit Card Number:			Expira	tion Date:	CVV2/CVC Code: