

# **Concessions & Exhibits Information Manual**



MINOT,ND

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NDStateFair.com



# EXHIBITS AND CONCESSIONS INFORMATION MANUAL

NORTH DAKOTA STATE FAIR JULY 19-27, 2024 PO Box 1796 2005 Burdick Expressway East Minot, ND 58702 Phone: (701) 857-7620 Fax: (701) 857-7622 Email: laci@ndstatefair.com

## **2023 COMMERCIAL EXHIBIT**

WINNERS Indoor: 1st Place Plains Perspective 2nd Place Kalenze Kraft Fine Art

Machinery Row: 1st Place Acme 2nd Place Dakota Truck & Farm

Outdoor: 1st Place Korral Supply 2nd Place Go Spur 1 Apparel

*Food:* 1st Place Little Blue Elephant 2nd Place Tri-Boba Tea





## **IMPORTANT INFORMATION**

## **CONTACTS**

## NDSF Office: 701-857-7620 KX Information Center/Lost & Found: 701-838-2106 IN AN EMERGENCY, PLEASE DIAL 911

First Aid: 701-838-2956 Trinity Ambulance: 701-852-3000 Ward County Sheriff's Office (on site): 701-852-1748 Camping Office: 701-838-1193 First District Health Unit: 701-852-1376

## **STATE FAIR OFFICE**

**Location:** Second floor of State Fair Center **Hours:** 8am - 9pm

## **TREASURER'S OFFICE**

**Location:** First floor of State Fair Center **Hours:** 8am - 8pm

## KX INFO CENTER

**Location:** East side of Commercial I **Hours:** 10am - 10pm

## ATM LOCATIONS

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

## **GATE HOURS**

Gate B	7am - 10pm
Gate C	12pm - 11pm
Gate D	24 hours
Gate E	9am - 10pm
Gate F	24 hours
Concessions Gate	24 Hours

## **EXHIBIT HOURS**

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

## **INDOOR SET UP:**

Wednesday, July 17 from 8am - 8pm Thursday, July 18 from 8am - 10pm Friday, July 19 Buildings open at 8am

## **OUTDOOR SET UP:**

Beginning Monday, July 1-July 18th 8am - 5pm

## TEAR DOWN:

Saturday, July 27th 10pm - 12 Midnight Sunday, July 28th 8am - 12pm

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Congratulations! You have been selected and licensed to participate in the 2024 North Dakota State Fair! It is an honor to have you as a partner with us for nine days, July 19 – July 27. 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 2023 North Dakota State Fair attracted 356,534 fairgoers, setting our all-time attendance record!

The purpose of this manual is to provide you with the information you need to be a part of the 2024 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 laci@ndstatefair.com by June 1, 2024 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 wonderful 2024 North Dakota State Fair!

Jelly Roll concert - Saturday, July 22, 2023

## **2024 Vendor Deadlines**

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JANUARY	Renewal letters sent to qualifying vendors on <b>January 2nd</b>
	Vendor application opens online at <i>ndstatefair.com/vendor-app</i> for new vendors to apply on <b>January 2nd</b>
MARCH	Vendor renewal forms due back by <b>March 1st</b> ( <i>Any non-renewed spaces will be opened to new vendors</i> )
	Vendor Contracts must be returned with a signature and first payment <b>within 30 days of issue date</b>
ΜΑΥ	Second and final payments on all issued contracts due <b>May 10th</b>
JUNE	Certificate of general liability insurance due to NDSF office no later than <b>June 14th</b> (Must show coverage of 2024 NDSF dates, including setup and teardown. See insurance requirements on pages 10-12)
	Deadline for all pre-purchased gate admission to be placed into vendor packet, <b>June 14th</b>
	<b>Food Frenzy</b> applications (if applicable), due by <b>July 1st</b> (see pages 36-37)
	<b>Pepsi 2 for 1 Deals Day</b> form (if applicable), due by <b>July 1st</b> (see page 38)
	<b>Vendor packet pick-up</b> at NDSF office begins <b>July 17th</b> (Each vendor will have 1 packet, please pick up prior to set-up.)
JULY	<b>Set-up times:</b> (see page 15) There will be 24 hour security on grounds starting <b>July 17th</b>
	<b>FDHU Food Safety Class</b> <i>(see page 28)</i> Thursday, <b>July 18th</b> at <b>10am &amp; 1pm</b> in the Upper Atrium at the State Fair Center
	<b>Electrical Inspections</b> (see pages 16, 35) Begin for outdoor locations Thursday, <b>July 18th</b>
	<b>Vendor Picnic</b> behind Commercial II on Monday, <b>July 22nd</b> from 4-6pm (your tickets will be in your vendor packet)
	<b>Teardown times:</b> <i>(see page 15)</i> We will open the gates for trailers as soon as it is safe, be patient. Indoor teardown will stop at 12:00am, no exceptions.
AUGUST	All percentage vendors: Sales reports and payments due by <b>August 9th</b>
	All property must be removed from Fairgrounds by <b>August 9th</b> Please submit surveys back to NDSF via mail or email. Thank you!
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# **COMING IN 2025!**

Dear NDSF Vendor,

Thank you for your continued support of the North Dakota State Fair over the years! As many of you may already be seeing at other fairs, we will be introducing a Point of Sale (POS) system at the 2025 North Dakota State Fair.

All NDSF vendors who pay a percentage will be required to use this system for reporting gross sales over the 9 days of the Fair. This will be a point of sale used for all transactions (cash and cards). This system will be crucial for us to collect data from year to year.

As we create the infrastructure for this project over the next year, we will keep you updated. Once we have a signed contract, the details will be sent to you.

We want to make sure you have ample notice for the 2025 Fair, and we look forward to seeing you again this year! Thank you again for everything and please don't hesitate to reach out if you have questions, comments, or concerns.

Sincerely,

North Dakota State Fair Management

North Dakota State Fair management reserves the final and absolute right to interpret these rules and regulations, settle all matters, answer questions and differences incident to the North Dakota State 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 THESE RULES ARE NOT FOLLOWED, YOUR LICENSE WILL NOT BE RENEWED.

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.

#### **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 stay within the space assigned to them. 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. 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. 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 9, 2024 otherwise, they will become the property of the North Dakota State Fair Association.

9. Beginning on 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.

10. Licensees 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 fees paid.

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, excluding livestock exhibits. Service animals specifically trained to aid a person with a disability are permitted. Emotional support animals are NOT considered service animals.

#### 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.)

#### 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.

## **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 North Dakota 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.

#### **TAX REQUIREMENTS**

All licensees 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 33*, or visit: *https://www.nd.gov/tax.* 

#### **INSURANCE AGREEMENT**

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 North Dakota 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.



## **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A CERTIFICATE DOES NOT AFFIRMAT BELOW. THIS CERTIFICATE OF IN REPRESENTATIVE OR PRODUCER, A IMPORTANT: If the certificate holder If SUBROGATION IS WAIVED, subjec this certificate does not confer rights	IVELY SURAN ND TH is an A t to the	OR NEGATIVELY AMEND, ICE DOES NOT CONSTITU- E CERTIFICATE HOLDER. ADDITIONAL INSURED, the p e terms and conditions of th	EXTEND TE A CO policy(ies ne policy,	D OR ALTE DNTRACT E s) must hav , certain po	R THE CO BETWEEN T re ADDITION licies may r	VERAGE AFFORDED B HE ISSUING INSURER( IAL INSURED provisions	Y THE S), AU s or be	POLICIES THORIZED
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DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) North Dakota State Fair and the State of North Dakota listed as additional insured.								
20 Day cancellation notice.								
CERTIFICATE HOLDER			CANCE	ELLATION				
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.					LED BEFORE LIVERED IN			
PO Box 1706								
Minot, ND 58702								
			L	© 19	88-2015 AC	ORD CORPORATION.	All rigi	nts reserved.

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#### **INSURANCE REQUIREMENTS**

Licensees must submit a certificate of general liability insurance to the State Fair office by June 14, 2024. 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:

(See example on page 11)

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

North Dakota State Fair <u>AND</u> the State of North Dakota PO Box 1796 Minot, ND 58702

#### 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 Email: laci@ndstatefair.com

Failure to obtain insurance shall immediately void the license, 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 exhibitor (liability) insurance from an agent working with the State Fair (*some exclusions apply*). To purchase insurance, fill out the enclosed insurance application on *pages 25-26*.

#### 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.

#### CONDUCT

Licensees shall refrain from communicating negative comments concerning the North Dakota State Fair, other exhibitors or their products, services, or information. Vendors persistently interfering with the operation of another vendor of the North Dakota State Fair after being notified, is subject to removal from the Fairgrounds. Negative attitudes, excessive unfounded complaining, impolite, foul, or abusive language or conduct, etc. are not welcome and will not be tolerated. Persons working for any licensee are considered the employee of that vendor. Licensees are responsible for the acts, errors, omissions, representations, appearance, conduct, and behavior of their employees.

#### SOLICITING

No person, parties or organization shall distribute any kind of literature, other than from a paid concession location. Advertising or promoting any product or service at any location on the Fairgrounds, other than your licensed site is prohibited.

#### LICENSEE PACKETS

Licensee/Vendor packets may be picked up at the State Fair Office beginning July 17th. Packets include name badges, a vehicle loading/unloading pass, picnic tickets, percentage report, survey, important contacts and other helpful information. Each vendor will receive one packet, regardless of how many locations are contracted. Packets must be picked up before exhibit set-up.

#### ALL CONTRACTS MUST BE SIGNED WITH PAYMENT AND INSURANCE PRIOR TO RECEIVING PACKET.

#### CREDENTIALS

Name badges will be provided to Licensees in the 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.

#### ADMISSION

Licensee agrees to purchase Admission Tickets to the Fairgrounds for ALL employees or agents. Each person entering the Fairgrounds, including State Fair employees, vendors, 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. A gate season pass may be purchased for \$25.00. These passes may be pre-purchased when paying additional fees using the order form on *page 21*. If you choose this option and the order is submitted prior to July, passes will be in your vendor packet to be picked up prior to Fair. If it is after July 1st, passes may be purchased at the gate or online at *www.ndstatefair.com*.

#### ALL VENDORS ARE RESPONSIBLE FOR PURCHASING THEIR OWN GATE ADMISSION.

#### LOADING/UNLOADING PASSES

Each licensee will receive one loading/unloading pass in their vendor packet. Passes are to be hung on the rearview mirror of licensee's vehicle and will only be authorized to enter onto the Fairgrounds to restock their merchandise before 10:30am. Once a vehicle no longer has items that need to be unloaded, it needs to be immediately moved to a designated parking lot. ALL vehicles must be off Fairgrounds by 10:30am or they will be towed at owners expense.

#### THIS IS NOT A PARKING PASS OR GATE ADMISSION.

#### PARKING

Parking is free at the Fair, however, trailer parking is very limited. Please see updated maps, located in this manual, for directions to which lot may be closest to your location. All vehicles must be off the Fairgrounds by 10:30am or it will be towed at owners expense.

#### NO PARKING IN YOUR EXHIBIT AREA, NO VEHICLES TO BE DRIVEN ON GROUNDS AFTER 10:30AM.

#### 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 onto the Fairgrounds. Security has also been instructed to tow improperly parked vehicles. They have the authority to stop vehicles from entering after 10:30am and before 11:00pm. Please notify your suppliers and workers. These people do not know vendors or how important you are to us; they are just doing their job, as instructed by the State Fair staff.

#### **GOLF CARTS**

Golf carts may not be operated by anyone 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. Permits are limited. 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 as well as 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.

#### **INTERNET SERVICE**

If licensees require Wi-Fi or an internet connection, please contact SRT for pricing and setup information. Contact information located on *page 27*.

#### MAILING SERVICE

For licensees needing to mail products via USPS, FedEx or UPS during the Fair, State Fair staff will not sign for shipped packages prior to or during the Fair - NO EXCEPTIONS. There is no direct mail delivery to the Fairgrounds, as there is no shipping/receiving department on grounds. Mail, not including boxes, is picked up 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. Vendors who are receiving freight or deliveries must be on grounds to meet, sign and receive the shipment from the provider. No exceptions. Failure to follow these addressing guidelines may result in refusal or failure of delivery.

#### 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 preferred)

## FORKLIFT SERVICE

Forklift service is available upon request for setup and tear down if needs are within reason and our equipment is capable. If a structure is too big or may cause issues, we will not be able to move it and it will be up to the licensee to find a way to move the structure.

#### WE WILL USE OUR EQUIPMENT AT OUR DISCRETION.

## LIVE MEDIA REMOTES

If licensees plan to have any live media remotes from their exhibit, please let the media station know that they must have the times and location approved by the State Fair Office. Live media remotes are great and we highly recommend them, but we want to avoid traffic congestion. Having the stations verify with State Fair staff will eliminate any hassles or problems that could occur.

#### **INDOOR EXHIBIT SPACE**

All three commercial exhibit buildings are air-conditioned and contain restroom facilities. Licensees are responsible for providing any needed extension cords. Tables and chairs are available to rent if needed. Please use the order form on *page 21*.

Indoor exhibit spaces rent for \$400, corner 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 exhibit spaces are 10' wide x 8' deep. All spaces may be extended by renting spaces adjacent to the locations, if available. Fees includes (1) basic electric outlet (600 Watts, 120v, single-phase). If more electricity is needed, please contact the State Fair office for availability.

At the end of each night, each commercial exhibit 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. No one will be allowed to enter the building after law enforcement locks the building for the day, no exceptions.

#### OUTDOOR EXHIBIT SPACE

Outdoor exhibit space varies by location and size. Licensees must provide their own 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. If renting a tent, it will be vendor's responsibility to make sure all stakes are covered. We do not rent out event tents. Staking, drilling, or boring of any kind into pavement, cement, dirt, or grass is not permitted. Damage done to North Dakota State Fair property will result removal from the fairgrounds and non-renewal.

#### STAKING INTO PAVEMENT, CEMENT, OR GRASS IS PROHIBITED.

Licensees are 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, so please plan accordingly.

## SET UP AND TEAR DOWN

Licensees will not be allowed to pick up credentials or set-up on the Fairgrounds until all required paperwork and payment has been properly handled, such as:

- Insurance (must meet requirements on pages 10-12)
- Payment in full
- Signed Privilege License

## NO EXCEPTIONS WILL BE MADE FOR SET UP/TEAR DOWN TIMES.

## **INDOOR SET UP**

## OUTDOOR SET UP

Wednesday, July 17 from 8am - 8pm Thursday, July 18 from 8am – 10pm Friday, July 19 Buildings open at 8am Beginning Monday, July 1 - July 18th, 8am - 5pm *No driving or moving onto wet grass! No exceptions! No security on grounds until July 17th* 

## **INDOOR & OUTDOOR TEAR DOWN**

## Gates will be opened for vehicles/trailers when Fairgrounds are cleared safe. Be patient!

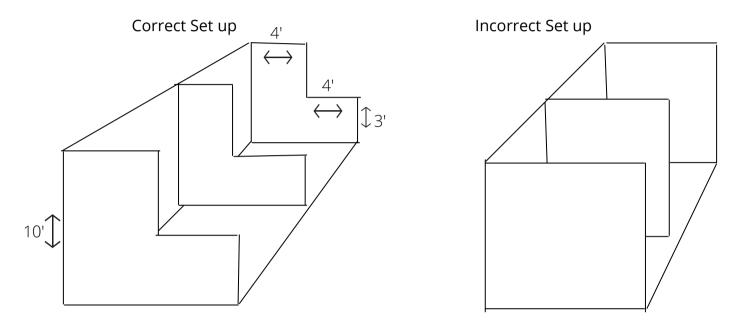
Saturday, July 27th after 10 pm (Commercial Building II @ 9pm) - 12 Midnight Sunday, July 28th 8am -12pm

## ALL OUTDOOR EXHIBITS MUST BE MOVED OFF GROUNDS BY AUGUST 9TH.

#### **BOUNDARIES**

**Outdoor:** Exhibit spaces will be marked with paint on ground area. No exhibit or structure is to exceed these boundaries, including tent stakes. The overhang/overhead allowance is limited to 3 feet.

**Indoor:** Exhibit spaces 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 exhibit booths in the row (*see diagram below*). Booth set-up must be wholly contained within the contracted space. Tables/chairs are not included with space but licensee may rent from the State Fair (*See order form on page 21 for rental information*).



## **ELECTRIC WIRING CONCESSIONS**

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

2. Each Licensee must use an electrician contracted by the Fair for any electrical work involving Fair property.

3. Licensees may not wire directly into electrical distribution panels but must use the outlets provided.

4. Licensees must provide one adequately sized and properly fused flexible cord to each stand. (Per State Electrical Inspector)

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 exhibit 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.

#### REPRESENTATION

Promotional items may be used in an exhibit space only upon approval by Fair Management, however, no food or beverages may be sold or given away without prior written approval. All exhibits must be properly staffed and fully operational during operating hours. Licensees with unstaffed exhibits (no person available/present at any time during operating hours) will be non-renewed. Licensees and their staff must be kind, friendly, helpful, as well as neat and clean in their hygiene and dress at all times.

#### DISPLAY

Exhibits must be professional, well-designed, functional, well-lit, and easily accessible with the ability to navigate through and/or around the exhibit smoothly. All signs, including menu boards, must be professional, legible, and eye-catching. Tables, displays, and all items within the exhibit must be clean and tidy. Products/services should be presented in a professional and businesslike manner. All excess merchandise or other products must be neatly stored out of public view. Garbage, boxes, etc. must be broken down and placed in dumpsters provided.

Licensees must upkeep their exhibits to be professional, attractive, and eye-catching. Bright, colorful and artistic designs, signs, and displays are encouraged. Failure to meet appearance requirements may result in non-renewal.

## **QUALITY OF PRODUCTS/SERVICES**

The North Dakota State Fair continually evaluates returning and new vendors, including the quality of products/services they offer. We strive to provide our fairgoers with a diverse selection of popular, high-quality products. We receive many more applicants than we have the space to accommodate, so the selection process is highly competitive. Exhibits must offer reputable, family-friendly, exciting products/services. Non-compliance with these standards or the failure to introduce new and captivating products may lead to non-renewal.

#### **PEPSI CONTRACT**

The North Dakota State Fair and Pepsi have a cooperative agreement. The North Dakota 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 North Dakota State Fairgrounds. This includes soft drinks, energy 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. Any other company logo or signage will need to be removed while on the North Dakota State Fairgrounds.

#### NDSF PROPERTY

Licensees may not move, damage, or destruct benches, picnic tables, trash receptacles, signage, or anything placed by the North Dakota State Fair for public use. No staking, drilling, or boring of any nature into pavement, cement, or grass is allowed. Movement or damaging of trees, shrubbery, flowers, grass, other vegetation or decor is prohibited. Licensees will be responsible for the maintenance, improvement, repair, restoration, and replacement to any damaged North Dakota State Fair property. Immediate removal from the Fairgrounds and non-renewal will be enforced.

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

Licensees are responsible for keeping their exhibit, all items within the exhibit, and the area immediately surrounding the exhibit clean, tidy, and in sanitary condition at all times. All excess products must be neatly stored out of public view. Boxes must be broken down, flattened, and placed in dumpsters located throughout the Fairgrounds. It is expected that all spaces be left clean, free of debris, and without damage when vacated. This goes for both indoor and outdoor spaces.

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

Animals/pets are not permitted anywhere on the Fairgrounds prior to or during the North Dakota State Fair, in the commercial buildings, or as part of an exhibit (*excluding livestock exhibits*). Service animals specifically trained to aid a person with a disability are welcome. Emotional support animals are NOT considered service animals. Any non-certified service animal will need to be removed from the property immediately.

#### WEATHER

In the event of rain or inclement weather, outside vendors may cover and protect their merchandise but must continue to staff their exhibit, unless severe weather requires moving indoors for protection. After weather passes, all protective coverings must be removed and business must resume for the remaining hours of operation, unless told otherwise by State Fair staff. Public safety is the number one concern for the North Dakota State Fair. State Fair management, weather officials, and law enforcement will make decisions regarding extreme weather conditions and inform all vendors and fairgoers of updates as they occur. Follow North Dakota State Fair on social media and *ndstatefair.com* for up-to-date weather information throughout the Fair.

#### **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.

#### HOTELS/CAMPING

Camping spaces located on the Fairgrounds may be reserved by using the order form located on *pages 23-24*, however space is limited. Management will not allow any vehicle, camper, or RV parking in your exhibit location. We highly recommend that you to make any hotel arrangements as soon as possible, as they reserve quickly. A listing of area hotels, campgrounds, and bed and breakfasts is included in the exhibitor manual on *pages 19-20*.

#### **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.

#### If you have questions or concerns, please feel free to call the North Dakota State Fair office at (701) 857-7620.

# Hotels

## **Baymont Inn & Suites**

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

## **Candlewood Suites**

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

## **Clarion Hotel & Convention Center**

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

## **Comfort Suites**

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

## **Country Inn & Suites**

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

## Dakota Inn

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

## **Days Inn**

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

## **Economy Hotel**

225 22nd Ave NW, Minot, ND 58703 Phone: (701) 852-3411 https://economy-hotel-minot.business.site

## **Extended Stay America**

1009 20th Ave SE Minot, ND 58703 Phone: (701) 837-1500 www.extendedstayamerica.com

## Grand Hotel

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

## **Hampton Inn & Suites**

1400 N Broadway, Minot, ND 58703 Phone: (701) 838-1400 www.hamptoninn3.hilton.com

## **Hawthorne Suites**

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

## **Highland Suites**

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

## **Holiday Inn Express & Suites**

300 37th Ave SW, Minot, ND 58701 Phone: (701) 837-1200 www.ihg.com/holidayinnexpress

## Hotel Revel

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

## **Hyatt House**

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

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

## **Microtel Inn & Suites**

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

## **Hotels continued**

## Motel 6

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

## **Quality Inn & Suites**

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

## Sierra Inn

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

## **Sleep Inn & Suites**

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

## **Staybridge Suites**

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

## Super 8

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

## **SureStay Plus**

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

# Campgrounds

## Mellow Moose Campground

5800 54th Ave SE, Minot, ND 58701 Phone: (701) 240-3248 Email: mellowmoosecampground@gmail.com www.mellowmoosecampground.com

## **Roughrider Campground**

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

## **Valley View RV Park**

1945 20th Ave SE, Minot, ND 58701 Phone: (701) 818-5239 Email: valleyviewrv22@gmail.com www.swensonrv.com/rv-park

# **Bed & Breakfasts**

## **Dakotah Rose**

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

## 2024 North Dakota State Fair Vendor Order Form

	Company Nam	e	Exhibit Space	#
	Contact Perso	on	Telephone #	 £
Exhibit Space	– as per enclosed Contr	act		\$
_	hicle Passes – Before 10: . Park in free parking. This			on the grounds. <b>*FREE*</b>
Insurance - \$	85.00 for the first booth	and \$50.00 fo	r each additional boc	oth \$
Face and boc	ly painters, \$165 <i>(Please</i> )	refer to and fill	out insurance form p	provided) \$
Season Gate	e Pass @ \$25.00 each (Ad	ult) *All vendo	rs must pay for gate a	dmission* \$
Daily Gate /	Admission Ticket @ \$12.0	00 /day (Adult)		\$
	ntal @ \$35.00 each Il includes: 1 - 8' table, 2 - 1	chairs, 1 - reus	able vinyl table cover	\$
				Total:
Payment Method: _	MasterCard	Visa	Discover	American Express
Credit Card Number:				
Expiration Date:				
Security Code:				
Billing Zip Code:				
Signature:				

Please return this form to the State Fair Office along with your payment. Fax: 701-857-7622 or Email: laci@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 # \_\_\_\_\_

# 2024 NDSF Camping Form July 19-27, 2024

## Please read the back for camping policies!

Arrival Date:	_	Office Use Only
Departure Date:	_	Receipt #:
Tent \$15/night xnights=		
RV \$25/night (electric only) x	nights=	Camping Space #:
Tota	al Due:	
Total must be paid at time of reserve	ation to reserve your cam	ping space!
Length of RV Unitft. (from i	rear bumper to front h	nitch)
Camping does NOT include gate admission. order form (pg.21), through main office, online	· · · · · · · · · · · · · · · · · · ·	
Name:		
Phone Number:		
Exhibit/Company Name:		
Exhibit Number/Location:		
Please check one: Food Vendor or 0	Commercial Vendor	
Payment Method: MasterCardVis Express	aDiscover An	nerican
Credit Card Number:		
Expiration Date:		
Security Code:		
Billing Zip Code:		
Signature:		
Please return this form to the State Fai	r Office along with your pa	ayment.

Fax: 701-857-7622 or Email: laci@ndstatefair.com

## Credit Cards are NOT kept on file for future payments

## 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 starting January 17th, 2024.

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 southeast end, lower level of the State Fair Center, for your pumping and filling needs. Requests must be made by 4:00pm the day prior for the next day's 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 11:00pm - 7:00am.

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 North Dakota State Fair!

## 2024 NDSF Insurance Order Form

Please complete front and back of this form.

	Company Name	Exhibit Space #	ŧ
_	Contact Person	Telephone #	
	Please check	one of the following:	
	ill be providing a \$1,000,0 e following as the certifica	00.00 Certificate of Liability ate holder:	/ Insurance
	PC	air <b>AND</b> State of North Dak ) BOX 1796 ot, ND 58702	ota
**	*Certificate Holder MUS	T be named additional in	sured***
Ν	ame of Insurance Compar	יy:	
State F	air at a price of \$85.00 (Fa	rance through the North D ce/Body Painters \$165) for ional booth. I have comple	the first
Payment Method: _	MasterCard	VisaDiscover	American Express
Credit Card Number	r:		
Expiration Date:			
Security Code:			
Billing Zip Code:			
Signature:			

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

## Credit Cards are NOT kept on file for future payments

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

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

Name of Exhibit:
Contact Name:
Phone Number:
List of products, food, or services provided:

Dear Exhibitor,

Haas & Wilkerson Insurance will provide General Liability coverage for licensees in the North Dakota State Fair under a master insurance policy. Coverage for concessionaires and exhibitors includes public liability and property damage liability with a \$1,000,000 each occurrence limit and \$3,000,000 aggregate & products liability limit. LIQUOR LIABILITY IS SPECIFICALLY EXCLUDED. General Liability coverage provided conforms to the requirements of the contractual agreement with North Dakota State Fair Association.

Should you choose to participate in this voluntary insurance program please complete this form and mail it promptly with your CONTRACT PAYMENT AND APPROPRIATE PREMIUM PAYABLE TO ND STATE FAIR.

North Dakota State Fair PO Box 1796 Minot, ND 58702 Ph: (701) 857-7620 Fax: (701) 857-7622

#### LICENSEES INSURANCE PROGRAM:

General Liability coverage will be provided for the period of the North Dakota State Fair only July 19-27, 2024; to include 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 balls), Body Piercing, Massages & Wraps, Bungee Attractions, Child Care, Climbing Walls, Concert Performers/Promoters, Dart Games, Dunking Booths, Essential Oils, Fireworks Operator, Gun Shows/Sales, Haunted Houses, Henna Tattoos, Inflatable Amusements, Mazes, Medical/Dental Testing & Screenings/Devices, Motorsports Events, Permanent Tattoos, Petting Zoos, Playground Equipment, Pseudo-Fighting/Wrestling Activities, Rodeo Events, Roller/Ice Skating, Sales of Autos or Auto Parts, Sales of Herbal Supplements or CBD Products, Sales of Tobacco, Vaping Products, Marijuana, Sales of Weight Loss/Stop Smoking Aids, Pills, Patches, Simulators, Virtual Reality Rides, Wheelchair/Stroller Rentals.

#### **ITEMS REQUIRING ADDITIONAL PREMIUM & APPROVAL BEFORE ENDORSEMENT:**

Concerts-Local and Regional Talent Only, Exotic Animals, Entertainers (Includes mimes, clowns, balloon artists, magicians, walking characters, face painters, sketch artists, choirs, etc.), Golf Carts/Scooters, Liquor Liability, Pony Rides, Sales of Pets/Rodents.

Date\_\_\_\_

\$

# **CONNECT YOUR BOOTH. HAVE A GREAT FAIR.** Internet and Phone for 2024 North Dakota State Fair Vendors

SRT offers private, secure Internet that sets your fair booth up for business. You can reserve your service online or by phone with our Business team.

Internet

\$199<sup>95\*</sup>

Phone Line **\$110**<sup>00\*</sup>

# CALL TODAY ABOUT OUR INTERNET PACKAGES

701.852.8888

# SRT Business Services 701.852.8888 | SRT.COM/NDFAIR



\* Prices do not include taxes and fees.



BOTTINEAU COUNTY | 701.228.3101MCLEAN COUNTY (GARRISON) | 701.463.2641 SHERIDAN COUNTY | 701.363.2506 BURKE COUNTY | 701.377.2316MCLEAN COUNTY (WASHBURN) | 701.462.3330 WARD COUNTY (KENMARE) | 701.385.4328 MCHENRY COUNTY | 701.537.5732RENVILLE COUNTY | 701.756.6383 WARD COUNTY (MINOT) | 701.852.1376

## Attention:

## North Dakota State Fair Food Vendors 2024 Food Licensing and Food Safety Certification

## Food Licensing

- July 5th, 2024 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.
- A Food Service License is required by concessionaires selling food for immediate or off-premises consumption. The license shall be posted in EACH booth on the opening day of food service operation. All local codes must be adhered to including fire, electrical, and plumbing.
- 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 5th, 2024.
- Mobile Food Units are eligible for license reciprocity if in good standing with another jurisdiction within North Dakota. A copy of the license and latest inspection must be provided to our office. A Mobile Food Unit is a vehicle-mounted food service establishment designed to be readily movable. If the Mobile Food Unit is licensed in another jurisdiction within North Dakota, contact our office.

## Food Safety Training

- July 18th, 2024 at 9 am and 1 pm Upper Atrium State Fair Center. The in-person/on-site training will be approximately 1.5 hours which includes a presentation and a test. Either class can be attended and there is no need to pre-register. The tests are corrected onsite and a card will be given to each person with a passing score.
- All Food Employees who work in a food establishment within the First District Health Unit region must take an approved food safety course every 3 years.
- Individuals that choose to watch the FDHU course online may take the test at the on-site training or at the FDHU offices.
- The certification card must be on premises while individual is working in the establishment.
- Only preapproved courses will be accepted. See fdhu.org/environmental-health-division/food-safety-certification/ for links to approved courses.

## Environmental Health Office, First District Health Unit (701) 852-1376 - www.fdhu.org

# **First District Health Unit**

801 11th Ave SW - PO Box 1268 Minot ND 58702-1268 Phone: (701) 852-1376 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 Esta	blishment Name	e New Owner
Name of Establishment	Name of License Holder			
Owner Mailing Address	City	State	Zip Code	
Phone Number(s)		Owner Email Address		
1. Opening Date:// 2. Circle the number of days the				
1 2 3 4	5 6 7	8 9 10	11 12	13 14+
<ol> <li>Attach proposed menu with al Foods must be prepared on s</li> </ol>				nitted.
<ol> <li>Identify food source (i.e. name Source(s):</li> </ol>	e of grocery store).	All foods must be ob	tained from ap	proved sources.
5. Provide details for each event	t the food establishm	ent plans to operate.	1	
Event Name / Date	Location	Event Contact Name	Phone Num	nber / Email Address

\*Attach additional page as needed.

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 Iodine Other:		
Indicate warewashing method used. 3-Bucket System 3-Compartment Sink		
5. 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.		
6. 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		
145°F Ex: Cook eggs (serve immediately), fish, meat (not ground / comminuted / injected), game animals, ratites, etc.		
15 sec		
155°F Ex: Cook eggs (not served immediately), ground / comminuted / injected fish, meats, game animals, etc.		
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.		
9. Food Handling - Gloves, utensils, tissue paper, etc. will be used to prohibit contact with RTE food.		
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:		
First District Health Unit	Signature of Licenseholder	Date
Attn: Environmental Health Dept.		
P O Box 1268		
Minot, ND 58702	EHP Approval	Date
		Revised January 2021

# 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 <u>NOT</u> be prepared or served while operating with a sampling license.

- Foods that involve cooking raw meats.
- Foods requiring hot holding.
- 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 Establishm	ent New Esta	blishment Na	ame New Owner
Name of Establishment		Name of License Holder		
Owner Mailing Address		City	State	Zip Code
Phone Number(s)		Owner Email Address		
Opening Date://			e updated a	fter license issuance.
Provide details for each event th Event Name / Date	e food establishme Location	nt plans to operate. Event Contact Name	Phone N	lumber / Email Address

\*Attach additional page as needed.



\*Talk to an FDHU inspector regarding questions about specific foods.

List all foods being offered as samples. Detail preparation steps (i.e. mixing dry / w	vet ingredients,
cutting, packaging, etc.):	

All foods must be obtained from approved sources. Identify food source (i.e. name of grocery store).

#### Requirements for Sampling - Check all boxes that apply and complete requested information.

1. Food Safety Education - All food employees required to take and pass approved food safety course.		
Not applicable Verification attached. *If needed, call FDHU inspector for clarification.		
2. Water Systems Utilized - Indicate water source / waste water (sewage) disposal (if applicable).		
Municipal Source Holding Tank Size of Tank		
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: Running, Potable Water Soap Paper Towels		
4. Warewashing / Sanitizer - Wash utensils in warm, soapy water, rinse, sanitize, air dry. No towel drying.		
Not applicable         3-Bucket System         3-Compartment Sink         Other:		
Circle sanitizer: Chlorine (Bleach) Quaternary Ammonia Iodine Other		
5. Cold Holding - TCS foods must be held at 41°F or below. List cold holding equipment:		
Not applicable Thermometers in all cold hold units. Cold hold units set to 41°F or below.		
6. Thermometers - Not applicable Thermometers accessible to check food temperatures.		
7. Food Handling - Gloves, utensils, tissue paper, etc. will be used to prohibit contact with RTE food.		
8. 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:		
First District Health Unit	Signature of Licenseholder	Date
Attn: Environmental Health Dept.		
P O Box 1268		
Minot, ND 58702	EHP Approval	Date



## Welcome to the 2024 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**

Customer Support Phone: 701-328-1241 Email: taxregistration@nd.gov





P.O. Box 5006, Minot ND, 58702

- minotnd.gov
- 701.857.4102

1025 31<sup>st</sup> Street Southeast, Minot ND, 58701

January 01, 2024

Laci Hanson c/o NDSF PO Box 1796 Minot, ND 58702-1796

Laci

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

- 1. All propane tank installations 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 noncombustible 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

Sincerely,

**Gage DeGroot** City of Minot, Senior Inspector Office 701-857-4102

### ND State Electrical Inspector

### 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 18, 2024). 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 2024 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.



The North Dakota State Fair is holding our 13th Annual Food Frenzy Competition and we want YOUR participation! Show off your culinary creativity and fair food expertise by entering your most delightful food creation! The competition will take place on Friday, July 19th, 2024.

Participating vendors will enjoy benefits including social media exposure, website recognition, and booth signage. Winners will receive a beautiful, over-sized ribbon winner signage to be displayed during the Fair, and perhaps most importantly, the satisfaction of bragging rights! The competition is entirely free for vendors!

### 2024 Food Frenzy Categories:

- Tasty Temptation (Savory)
- Sugary Sensation (Sweet)
- Lavish Libation (Beverage)
- 2024 Overall Food Frenzy Grand Champion

### Food Frenzy Guidelines:

- Applications must be submitted by July 1st, 2024.
- Applications must be completed upon submission.
- All entries will be reviewed by NDSF staff.
- NDSF staff has the right to move entries into a different category if it is a better fit.
- NDSF staff will notify each vendor of their acceptance and category status via email.
- Each vendor will be given a specific time for judging. if the time does not work for you, please immediately contact NDSF staff to move judging to a better time.
- Judging will begin on **Friday**, **July 19th** at 1:00pm and conclude around 3:00pm, depending on amount of entries. Judges will be wearing an identifying badge. Do not give them anything if they are not wearing their badge.
- Judges will score each entry according to: visual appeal, taste, creativity, originality, and overall impression.
- Vendors are to present their entry to the judges, then portion entry into sample sizes for each judge. *Sample sizes are preferred if possible*.
- A first-place winner and runner-up will be chosen specific to each category by a panel of judges and awarded signage and ribbon.
- **NEW!** Judges will then select an overall 2024 Food Frenzy Grand Champion from the three category winners!



Vendor Name:

**Booth:** 

Email:

Name of Entry:

**Description of Entry:** 

Select Category:

**Tasty Temptation** 

Sugary Sensation

**Lavish Libation** 

Please send completed application via e-mail to marketing@ndstatefair.com, by mail to North Dakota State Fair, Attn: Food Frenzy, or by fax to 701-857-7622. (Mail in entries must be postmarked by July 1st, 2024)



JOIN US FOR PEPSI 2-FOR-1 DAY ON TUESDAY, JULY 23RD! KICK OFF THE PROMOTION WITH NDSF'S CLASSIC HALF-PRICED GATE ADMISSION FOR FAIRGOERS WITH A PEPSI PRODUCT. BE A FEATURED PARTICIPANT IN PEPSI 2-FOR-1 DAY AND ELEVATE YOUR BRAND WITH NDSF'S EXTENSIVE SOCIAL MEDIA PROMOTION ON THIS SPECIAL DAY! SECURE YOUR SPOT NOW AND SEIZE THE OPPORTUNITY TO SHOWCASE YOUR BOOTH AND PROMOTION TO A WIDER AUDIENCE.

DON'T MISS OUT ON THE EXCITEMENT – SIGN UP TODAY!

PLEASE FILL OUT ACCORDINGLY:

PRODUCT(S) OR SERVICE(S) AND DISCOUNT YOU WILL BE OFFERING:

**BOOTH NAME, LOCATION, AND BOOTH NUMBER:** 

CONTACT PHONE NUMBER:

DO YOU NEED MORE THAN 2 LAMINATED SIGNS? IF SO, HOW MANY MORE?

PLEASE RESPOND BY JULY 1ST, 2024 VIA: EMAIL: MARKETING@NDSTATEFAIR.COM FAX: 701-857-7622 MAIL: NORTH DAKOTA STATE FAIR ATTN: MARKETING - PEPSI 2-FOR-1 DAY PO BOX 1796 MINOT, ND 58702



## Fair Member Application



To gualify 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 – \$120
  - 25,000-99,999 \$210
- 100.000-199.999 \$425 200.000-499.999 - \$900

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- 500,000-999,999 \$1,420
- 1,000,000 and more \$1,900

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.

10. Web Site:

- 1. Today's Date:
- 2. Fair Name:
- 3. How many employees does your organization have?
- 4. First and Last Name (and Suffix) of Manager or Primary Contact Person (please include name and title):
- 11. Organization E-Mail Address (the general e-mail address for your company,

not an individual's e-mail; example: iafe@fairsandexpos.com):

- 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):
- 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:

- 14. How is your Fair structured (or what is your Fair structure)? Mark only one.
  - O Governmental Agency
  - O Private Non-Profit
  - O Quasi-Governmental Agency
  - O Other: \_\_\_\_
- 15. Is your Fair Manager a: Mark only one.
  - O Part-Time Employee
  - O Full-Time Employee
  - O Volunteer/Other
- 8. Telephone Number (please include number and type business, cell phone, etc.):
- 9. Fax Number:

- 16. Completion Dates of Fair:
- 17. Total Attendance (paid and free) of Most Recent Fair:
- 18. Location of Fairgrounds (if different from Mailing Address; please include city, state/province, and zip code):

- 19. Size of Fairgrounds (acres):
- 20. Grandstand Capacity (seats):
- 21. Arena or Coliseum Seating:
- 22. Indoor Commercial Exhibit Space (square footage):
- 23. Outdoor Commercial Exhibit Space (square footage):
- 24. Total Parking on Grounds and Nearby (cars):
- 25. Are Facilities Available for Year-Round Rental? Mark only one.
  - O Yes
  - O No

### 

Submit Application Form and Payment to: IAFE, 3043 E Cairo, Springfield, MO 65802

#### **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.

- 26. Organization Facebook URL:
- 27. Organization Twitter URL:
- 28. Organization LinkedIn URL:
- 29. Organization Google+ URL:
- 30. Organization Flickr URL:
- 31. Organization YouTube URL:
- 32. Organization SlideShare URL:
- 33. If someone encouraged you to join the IAFE, please list his/her name and fair/company name here:

### Craig Rudland, North Dakota State Fair

34. Name Person Completing Application (please include name and title):

# 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:

2. Company Name:

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.

8. Mailing Address:

9. Telephone Number (please include number and type – business, cell phone, etc.):

10. Fax Number:

11. Web Site:

 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?

- 5. First and Last Name (and Suffix) of Manager or Primary Contact Person (please include name and title):
- 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):
- 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.

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15. Organization Facebook URL:

16. Organization Twitter URL:	4.
17. Organization LinkedIn URL:	
18. Organization Google+ URL:	
19. Organization Flickr URL:	
20. Organization YouTube URL:	
21. Organization SlideShare URL:	

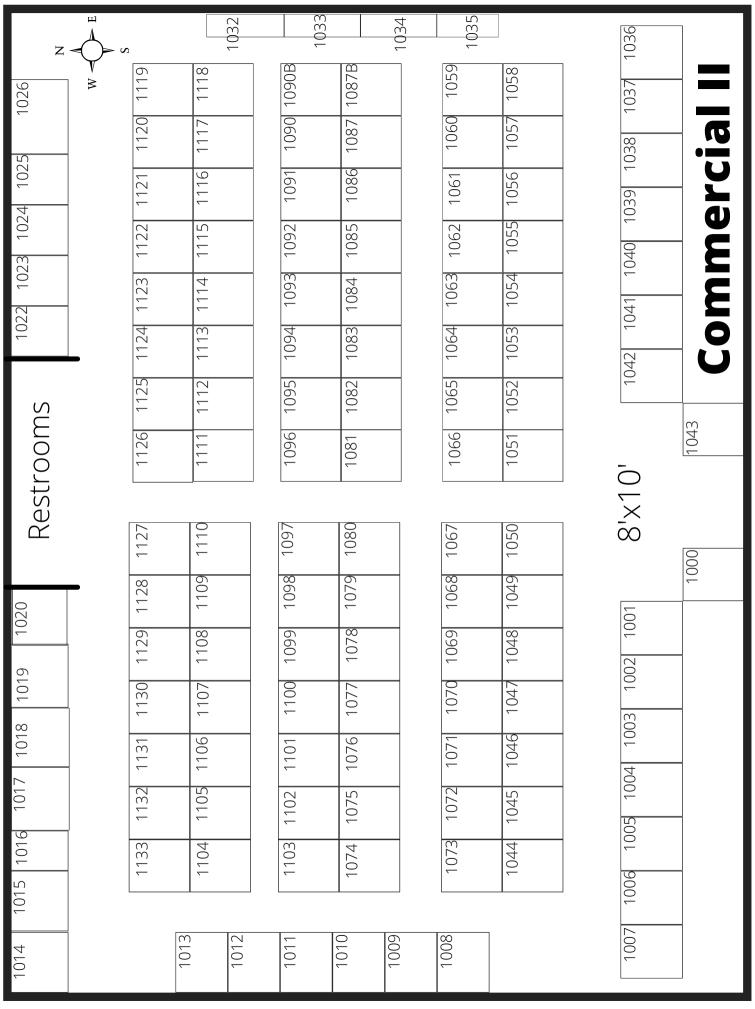
22. If someone encouraged you to join the IAFE, please list his/her name and fair/company name here:

### Craig Rudland, North Dakota State Fair

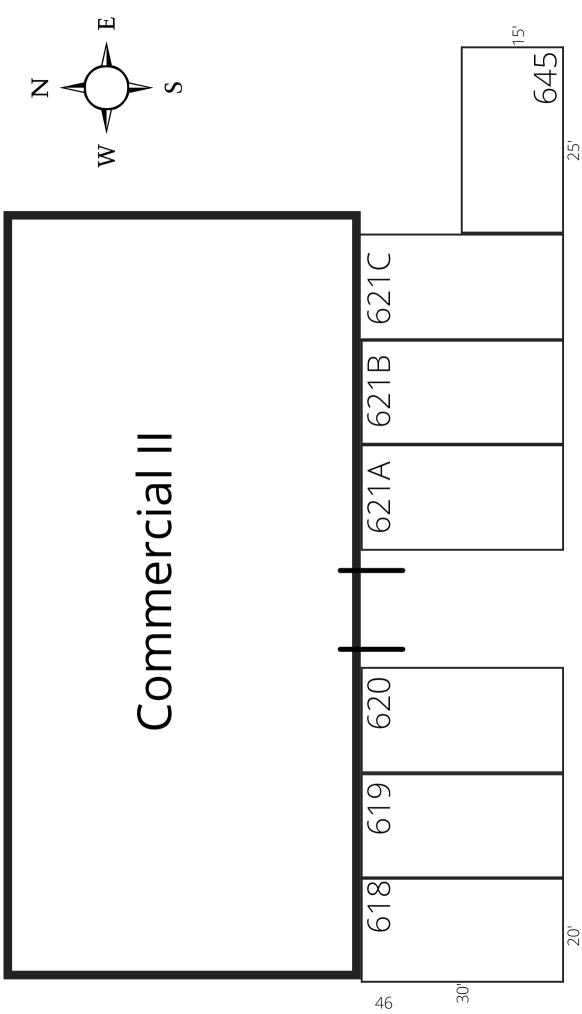
23. Name Person Completing Application (please include name and title):

PAYMENT METHOD: O Check	O Money Order	<b>O</b> Visa	O MasterCard	O Discover O American Express		
lame on Card:			_ Signature:		Billing Zip Code:	
Credit Card Number:			Expiration Date:	CVV2/CVC Code:		

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896	879	870		853	844			
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891	884	865		858	839		831	
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Gate **B** 



