



## OLMSTED COUNTY VENDOR WELCOME

July 24<sup>th</sup> - July 30<sup>th</sup>, 2023, Commercial and Food Vendors

To whom it may concern:

Thanks for considering becoming a new or returning vendor at the 2023 Olmsted County Fair. We have continued to see increases in attendance and the quality and quantity of events offered at the fair. Examples of that growth in 2022 were the additions to our Grandstand offerings, increased entertainment on our FREE stage and new LED Display activations. By moving the Free stage down to the end of Food Row, we believe that it encouraged the fair crowds to travel around more and increase vendor activity as a whole. We also worked with the Olmsted County Sheriff's dept., Rochester Police Department and C.E.R.T to help insure everyone's safety as they attended to the fair in 2022. Our goal is to provide a record-breaking year in 2023 for our organization and yours.

The grounds saw a layout change in 2021 with the carnival moving locations with the expanded parking lot. We will also see a change in placement for both the Beer Garden and our FREE stage area. We believe this will be a plus for our vendors as well as our participants. Please stay tuned for additional updates as we strive to make additional improvements to our fair.

In addition to the grounds' changes, we have also made updates to our vendor contracts. Please read through the application carefully, as there are a few small changes throughout. We have also changed our food vendor fees. An increase of \$50 to the base rate will be in effect starting this year. As a reminder, you will no longer be required to purchase beverages exclusively from Gillette Pepsi.

Along with your application paperwork, you will see additional partnership opportunities for the FREE stage and beyond. We will also have an individual dedicated just to these opportunities. We have several options for things like social media posts and onsite advertising. Our social media has an extremely high response rate during the fair, averaging a daily reach of over 60,000 people.

Please feel free to reach out to us at [vendors@olmstedcountyfair.com](mailto:vendors@olmstedcountyfair.com) with any questions regarding these opportunities.

Once again, we appreciate your interest in joining us at the 2023 fair. We hope to see you have a successful week as we hope to see our success and attendance continue to increase. You and other vendors like you are a vital part of our event, and we believe it is essential to help you be a successful partner at our event. We look forward to working with you this summer.

Sincerely,

The Olmsted County Fair Board

# Olmsted County Agriculture Association Rules & Regulations Governing the Olmsted County Fair and Vendor Information



July 24th - July 30th, 2023

## General Information

These rules govern the operation and management of the Olmsted County Fair and the Olmsted County Fairgrounds during the period of the annual County Fair.

**AUTHORITY** – The rules are promulgated pursuant to authority granted the Olmsted County Agriculture Association by Minnesota Statute Chapter 37.16. The Olmsted County Agriculture Association is not an agency of County-wide jurisdiction, these rules will not be contained in the County Code of Agency Rules.

The Olmsted County Agriculture Association is run by 11 members, known as the Fair Board, who are elected by the Association, and are responsible for the management and control of the Olmsted County Fair.

**FEES** – The Fair Board shall annually review and establish fees for, but not limited to the following: Gate Admission; Vehicle Parking; Camping Permits; Building Space Rental; and Outside Space Rental.

**REGULATION OF CONDUCT AND ACTIVITIES** - The Association recognizes the County Fair is a proper forum for the free exchange of ideas necessary to a free society yet reserves the right to regulate all activities and Vendors on the Fairgrounds with regard to time, manner, and place in pursuance of its valid interest in maintaining peace, order and protection of the general public. Vendors shall comply with all applicable State and Federal laws and with the procedures and information set forth in the Olmsted County Agricultural Association’s Rules and Regulations.

**OPERATING HOURS OF THE FAIR** – Setup takes place Saturday-Monday preceding the opening day of the fair, with all vehicles off the grounds by 10:00am Tuesday. Setup must be completed and Vendors/exhibits staffed and open for business as follows:

Commercial Vendors/Exhibits: Tuesday – Saturday 11:00am – 9:00pm; Sunday 11:00am – 4:00pm

Food Vendors: Tuesday 12:00pm – 10:00pm; Wednesday – Saturday 11:00am – 10:00pm; Sunday 11:00am – 6:00pm. Vendors may choose to open earlier or stay open later than hours posted. Food Vendors may open on Monday if desired. Unless otherwise indicated by a fair board officer.

**All vehicles must be removed from vendor area by 10:00am each day. Any deliveries need after 10am, must be walked in. Vendors/ Exhibitors must be staffed during these posted hours.**

## **SPEED LIMITS/PARKING/TRAFFIC SIGNAGE** –

Vehicle speed limits, parking area, delivery hours, and restricted areas are determined by the Fair Board. The Fair Board will provide the placement of such traffic control signs on the fairgrounds where necessary for the proper safety, protection and control of the Fairgrounds and the public thereon.

**PEDESTRIAN RIGHT OF WAY** – When walking on or about any street, sidewalk or other area generally open to the public on the Olmsted County Fairgrounds, pedestrians shall have the right of way, except to emergency vehicles. All vehicles shall yield the right of way to all pedestrians on the Fairgrounds, except emergency vehicles.

**MULTI-WHEELED VEHICLES** – There shall be no bicycles, motorcycles, motor scooters, Segways,

skateboards, rollerblades/skates, hover boards, or snowmobiles be operated on the Fairgrounds.

GOLF CARTS/ATVs/GATORS – No golf carts/ATVs/gators will be allowed on Food Row from 11:00 am to 11:00pm, except those authorized by the Fair Board.

HANDING OUT MATERIALS – The sale, posting or distribution of any merchandise, products, promotional items and printed or written materials except from a fixed location on the Fairgrounds shall be prohibited. Such items shall not be given to any County Fair patron unless requested by that patron. Demonstrating, Campaigning, Advertising or any other promotional activity is prohibited except in the fixed location that was approved by the Fair Board.

BANNERING/PICKETING/INTERFERING – No individuals or group of individuals shall banner, picket, or engage in any other activities on the Olmsted County Fairgrounds before or during the annual County Fair, which may interfere with a Vendor preparing or conducting business or which interferes with the free movement of any County Fair patron. There is a specific area in which such manner may be conducted in the Northeast corner of the campground.

ADVERTISING VEHICLES – The operations or parking of any vehicles upon which any advertising signs, political or otherwise, have been affixed in any manner shall be prohibited on the Fairgrounds. Those that are servicing Vendors on the grounds or have paid for a parking space are acceptable.

PETS – No dogs or other pets, other than service dogs shall be permitted on the Olmsted County Fairgrounds during the annual County Fair. Animals on exhibit are allowed.

GUNS - All guns (excluding law enforcement) are banned from the Olmsted County Fairgrounds and

buildings during the period of the annual County Fair.

SMOKING/E CIGARETTES – Smoking/E cigarettes are allowed only in designated areas (parking lots).

SPACE RENTAL – The space rental contracts are designated for the period of the annual county fair. These contracts cannot be sold, transferred, assigned, or devised by will without the written approval of the Fair Board. Space rental rates are set by the Fair Board on an annual basis.

Application forms are available online at the beginning of the year. Normally there are more applications for space than space available. New Vendors will be added to a waiting list. The Vendor Committee shall exercise its best judgment in determining what is in the best interest of the Olmsted County Fair and its patrons. Some factors include but are not limited to: health and safety of the Fair-going public, the extent to which the proposed product or service duplicate those of existing Vendors, geographic mix and balance of products and services on the Fairgrounds, product originality, and the experience and financial stability of the applicant.

The Vendor Committee shall oversee the following decisions and will notify in writing and sent by regular mail: determination to renew or refuse a concession contract; to renew with certain changes as to location, purpose and product; approving or denying a new application for a space rental contract; and approving or denying the proposed sale, transfer or conveyance or any interest in a Vendor at the Olmsted County Fair.

Vendor's equipment shall be kept in good repair and in a neat and clean appearance. Equipment which does not appear to meet these requirements in the view of the Fair Board, may be ordered to improve or remove said equipment from the Fairgrounds.

**A Vendor must confine their business and the promotions/advertising on the Fairgrounds to the space assigned.** Supply vehicles cannot be parked in the vendor space. These vehicles must be parked in the stock truck lot, which is North of the Fair Office. There should be no sandwich boards, free standing easels, or other signage outside of the space assigned. Failure to comply with this rule will subject the Vendor to forfeiture of space privileges without reimbursement.

**RISK OF LOSS** – The Olmsted County Agriculture Association, Olmsted County Fair Board and the County of Olmsted assumes no liability for loss or damage to any property of the Exhibitor or Vendor due to fire, tornado, weather conditions, theft, vandalism, or other causes.

**PRIZE DRAWINGS** – All Vendors who intend to hold a prize drawing must notify the Vendor Committee. No purchase shall be necessary for a person to be eligible for the prize drawing. All Vendors who conduct prize drawings must submit to the Vendor Committee, within two weeks after the close of the Fair, a list of the name, address and prize received by each winner. Those Vendors who do not comply with this rule may be subject to removal from the Fairgrounds and/or forfeiture of payment as the Fair Board may elect.

**SALES TAX PERMIT** - Vendors involved in taxable retail sales shall be responsible for obtaining a Minnesota State Sales Tax permit. Non-compliance with Minnesota tax laws may be grounds for cancellation of space contracts and /or denial of renewal.

**NO SHOWS** – Contracted space not setup, staffed and operational by 12:00pm (Noon) on Tuesday will be reassigned by the Vendor Committee. All sums paid by the Vendor will be forfeited to the Olmsted County Fair Board as liquidated damages, unless previously approved by the Vendor Committee.

**GARBAGE/RECYCLING/GREASE** – The dumpsters for garbage and recycling will be located behind the performing stage, West of the beer garden. All Vendors should use these dumpsters for their waste. There will be a grease dump located at the Northwest side of the beer garden. No grease of any kind should go down the drains or in the garbage dumpsters. If caught doing so, you will be responsible for the cost of cleanup and any fines acquired. Cardboard should be flattened and deposited in the cardboard dumpsters located behind the beer garden.

**CAMPING** – The Fair Board operates a campground on the Olmsted County Fairgrounds during the annual County Fair. Vendors may purchase a campsite permit on their contracts. Space is limited, so it is a first come, first-serve basis. Vendors may also purchase a camping permit at the Fair Office upon check in, if such permit space still exists. Dogs and other pets are allowed in the County Fair Campground when leashed and under full control of the owner.

**ELECTRICAL** - Vendors needing electrical service may come to the Fair Office for an electrician. Any service done at the Vendor's request shall be paid by the Vendor. Any fuses blown, repairs or electrical modifications caused by overloading or faulty wiring shall be paid by the Vendor. All electrical wiring shall meet State and Local electrical codes before service connections are made, if modifications are needed they will be paid by the Vendor. If more amperage requirements are needed and were not mentioned on the contract, it will result in additional charges to the Vendor.

**PERMITS** – All parking, camping, stock truck permits, etc., will be available for pick up at the Fair Office upon check in.

## **FOOD VENDOR INFORMATION**

1. All Food Vendors must use a food grade hose. There will not be any garden hoses allowed to connect to the water supply.
2. All Food Vendors must have a back-flow preventer for their unit.
3. Vendors are responsible for obtaining an applicable license from the State of Minnesota and/or the Olmsted County Health Department. All such licensees shall conduct their business in full compliance of said regulations. Any Vendor who does not comply with these regulations may be subject to removal from the Fairgrounds and/or forfeiture of contract as the Fair Board may elect.
4. Gray water will be disposed of in the drain found at the Southwest corner of Building #35, or in designated gray water containers supplied by the Olmsted County Fair.
5. All hoses/electrical cords must be covered with mats if they are a trip hazard to the Fair-going patrons. (Trip hazard areas are determined by the fair board).
6. Supply vehicles must be parked in the designated area North of the Fair Office with permit.
7. All deliveries must be made by 10:00am Tuesday-Sunday of the fair.

## **COMMERCIAL VENDORS**

Vendor spaces in exhibit Building #35 are 10' x 10', draped 8' high at the rear and divided by a 3' high draped section.

Outside space is contracted by the amount space needed and what is available. The Fair Board does not supply equipment to load, or unload displays or equipment.

1. Inside commercial vendors will be assigned a location that will be posted to identify your site.
2. Your space must be staffed during the hours posted for the fair.
3. All Commercial Vendors must notify the Vendor Committee if they intend to hold a prize drawing. Those who do conduct prize drawings must notify the Vendor Committee, within two weeks after the close of the Fair, a notice of name, address, and prize delivered to each winner. All Vendors who do not comply with this rule may be subject to removal from the Fairgrounds and/or forfeiture of contract payment as the Fair Board may elect.

If any information is needed, please go to our website: [www.OlmstedCountyFair.com](http://www.OlmstedCountyFair.com) or email [vendors@olmstedcountyfair.com](mailto:vendors@olmstedcountyfair.com) or mail a letter to:

Olmsted County Fair Board 1403 Third Ave SE  
Rochester, MN 55904

The absolute deadline for contracts, ST-19 Form, Fees, and Copy of Health Permit is June 1<sup>st</sup>.  
Certificate of insurance forms are due July 1<sup>st</sup>.

\*The Olmsted County Fair Board reserves the right to refuse any offensive or obscene exhibits which would be offensive to the public. \*

Revised December 2022



# OLMSTED COUNTY FAIR FOOD VENDOR CONTRACT

This contract, all forms, & final payment are due and payable in full by **June 1<sup>st</sup>**.

*\*Certificate of Insurance is due by July 1<sup>st</sup>\**

**July 24<sup>th</sup> – July 30<sup>th</sup>, 2023**

THIS LICENSE AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the OLMSTED COUNTY AGRICULTURAL ASSOCIATION, (Conducting the Olmsted County Fair), at Rochester, Minnesota, hereinafter designated as Ag Association, and the following Vendor:

DBA/Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Business Phone: \_\_\_\_\_ Onsite Contact Phone: \_\_\_\_\_

Email & Website: \_\_\_\_\_

The Ag Association hereby grants to said Vendor, certain rights, privileges and space during the period of the Olmsted County Fair. This does not give the Vendor any rights or assurances as to the use or rental of space at the Olmsted County Fairgrounds during any other period. The Vendor May not assign its right in this contract without the prior written approval of the Vendor Committee.

## SUMMARY OF CHARGES (Full payment due no later than June 1<sup>st</sup>, 2023)

Base Space Fee \$650.00	TOTAL \$ <u><b>650.00</b></u>
Frontage \$35.00/foot (including hitch) (Length of your stand including hitch, wings, doors, ect.) _____ ft@ \$35/ft <i>(Any frontage that exceeds the agreed upon amount {as so indicated above} will incur a fee of \$50/foot over the aforementioned amount)</i>	TOTAL \$ _____
Additional Space \$3.00/square foot (all lots are <b>14ft</b> in depth) (for grills, coolers, equipment utilized outside trailer) _____ sq.ft. @ \$3.00/sq ft	TOTAL \$ _____
Minimum Power Requirements: _____ Amps _____ # of Outlets (Any excessive power requirements may incur an additional charge)	
Camping \$150.00 for week	TOTAL \$ _____
Parking Passes \$20.00 for week	TOTAL \$ _____
Stock/Refrigerated/Storage Trucks \$100 each (These must be parked in the designated lot north of the Fair Office)	TOTAL \$ _____
FREE Stage Entertainment Donation (Min - \$50, Nightly Sponsor \$1,500)	TOTAL \$ _____
Submit with check payable to Olmsted County Fair	<b>TOTAL DUE \$</b> _____

*\*If contract, 100% of fees, and ST19 form are postmarked on or before March 1<sup>st</sup>, you may deduct 5% of your total amount due\**

**New vendor applicants will be brought under consideration. Approved applicants will be notified. Applicants who are denied will be notified & have their application fees refunded.**

All new applicants, or those with new stands, must submit pictures or an illustration of what your exhibit set-up looks like, along with pictures of your product.

List the products you are requesting to sell; free samples cannot be accepted.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Special Contractual Conditions:** The Vendor shall provide the Ag Association with a Certificate of Liability Insurance in an amount not less than one million dollars (\$1,000,000.00) naming the Ag Association as an additional insured by JULY 1st. Failure to provide a liability Insurance Certificate will render this contract void and all sums paid will be forfeited to the Ag Association as liquidated damages. Be sure your insurance company has the following address for the Certificate Holder on the form: Olmsted County, Olmsted County Ag Association, 1403 3rd Ave SE, Rochester, MN 55904. Vendor shall be authorized to serve and dispense only the products listed above and approved by the Olmsted County Fair Board Vendor Committee. The Committee must approve any changes or additions. All Certificates of Liability Insurance may either be mailed to the Olmsted County Fair office or emailed to [vendors@olmstedcountyfair.com](mailto:vendors@olmstedcountyfair.com). **Terms of Contract:** The term of this contract is for 7 days only; covering the period of the Olmsted Co. Fair and subject to the Special Contractual Conditions above. **If contracts are not paid in full by JUNE 1st-you will relinquish your rights to your former space.** The Vendor agrees to indemnify and hold harmless the Ag Association for any and all liability claims and damages which may arise from the use of the assigned space. Violation of any part of the term hereof, or any of the Rules and regulations of the Olmsted Co. Agricultural Association or the Olmsted Co. Fair Board shall, at the election of the Fair Board, cause the whole amount of this agreement to become due and payable forthwith and will result in revocation and forfeiture of all Vendor rights and privileges herein granted. In the event of such breach by any Vendor and such election by the Fair Board, all sums paid under the terms of this Agreement shall be forfeited to the Ag Association as Liquidated Damages. There are no other rights, privileges, conditions, representation, or warranties expressed or implied, as to the use or rental of the above-described premises which are not contained in this contract. **The Olmsted County Fair is not responsible for any exclusive obligations you might have with your franchise.**

**BY SIGNING THIS CONTRACT, THE VENDOR ACKNOWLEDGES THAT THEY HAVE RECEIVED THE OLMSTED CO. FAIR RULES AND REGULATIONS AND HAVE READ AND AGREES TO ABIDE BY THE POLICIES AND PROCEDURES SET FORTH THERIN. THE SIGNER OF THIS CONTRACT ACKNOWLEDGES THAT THIS IS AN APPLICATION FOR SPACE AND DOES NOT GUARANTEE ACCEPTANCE.**

**OLMSTED COUNTY AGRICULTURAL ASSOCIATION:**

**VENDOR:**

BY: \_\_\_\_\_ Date: \_\_\_\_\_

BY: \_\_\_\_\_ Date: \_\_\_\_\_

# Operator Certificate of Compliance

Read the information on the back before completing this certificate. **Person selling at event:** Complete this certificate and give it to the operator/organizer of the event. **Operator/organizer of event:** Keep this certificate for your records.

Do not send this form to the Department of Revenue.

Print or Type	Name of Business Selling or Exhibiting at Event		Minnesota Tax ID Number	
	Seller's Complete Address		City	State ZIP Code
	Name of Person or Group Organizing Event			
	Name and Location of Event			
	Date(s) of Event			

Merchandise Sold	Describe the type of merchandise you plan to sell.	

Sales Tax Exemption Information	Complete this section if you are not required to have a Minnesota tax ID number.	
	<input type="checkbox"/> I am selling only nontaxable items.	
	<input type="checkbox"/> I am not making any sales at the event.	
	<input type="checkbox"/> I participate in a direct selling plan, selling for _____ (name of company), and the home office or top distributor has a Minnesota tax ID number and remits the sales tax on my behalf. This is	
	<input type="checkbox"/> a nonprofit organization that meets the exemption requirements described below:	
_____ Candy sold for fundraising purposes by a nonprofit organization that provides educational and social activities for young people primarily aged 18 and under (MS 297A.70, subd. 13[a][4]).		
_____ Youth or senior citizen group with fundraising receipts up to \$20,000 per year (\$10,000 or less before January 1, 2015)(MS 297A.70, subd. 13[b][1]).		
_____ A nonprofit organization that meets all the criteria set forth in MS 297A.70, subd. 14.		

Sign Here	<i>I declare that the information on this certificate is true and correct to the best of my knowledge and belief and that I am authorized to sign this form.</i>	
	Signature of Seller	Print Name Here
	Date	Daytime Phone

**PENALTY** — Operators who do not have Form ST19 or a similar written document from sellers can be fined a penalty of \$100 for each seller that is not in compliance for each day of the selling event.



# Information for Sellers and Event Operators

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Operators/organizers of craft, antique, coin, stamp or comic book shows; flea markets; convention exhibit areas; or similar events are required by Minnesota law to get written evidence that persons who do business at the show or event have a valid Minnesota tax ID number.

If a seller is not required to have a Minnesota tax ID number, the seller must give the operator a written statement that items offered for sale are not subject to sales tax.

All operators (including operators of community sponsored events and nonprofit organizations) must obtain written evidence from sellers.

Certain individual sellers are not required to register to collect sales tax if they qualify for the isolated and occasional sales exemption. To qualify, all the following conditions must be met:

- The seller participates in only one event per calendar year that lasts no more than three days;
- The seller makes sales of \$500 or less during the calendar year; and
- The seller provides a written statement to that effect, and includes the seller's name, address and telephone number.

This isolated and occasional sales provision applies to individuals only. It does not apply to businesses.

## Sales Tax Registration

To register for a Minnesota tax ID number, call 651-282-5225.

A registration application (Form ABR) is also available on our website at [www.revenue.state.mn.us](http://www.revenue.state.mn.us).

## Information and Assistance

If you have questions or want fact sheets on specific sales tax topics, call 651-296-6181.

Most sales tax forms and fact sheets are also available on our website at [www.revenue.state.mn.us](http://www.revenue.state.mn.us).

For information related to sellers and event operators, see Fact Sheet #148, *Selling Event Exhibitors and Operators*.

We'll provide information in other formats upon request to persons with disabilities.