

EXHIBITORS GUIDELINES & GENERAL INFORMATION

THESE GUIDELINES ARE A BINDING PART OF YOUR COMMERCIAL EXHIBITORS CONTRACT WITH THE FINNEY COUNTY FAIR

The Finney County Fair Board is hereafter referred to as the “**Board**” and the Exhibitor is hereafter referred to as the “**Exhibitor**”. All correspondence to the Finney County Fair Board should be addressed to:

Finney County Fair Board
PO Box 891
Garden City, Ks 67846
Website: www.finneycounty.org
Email: finneycountyfair@gmail.com

The stated purpose of the Finney County Fair Association is “to promote education, and to encourage improvement in agriculture, horticulture, livestock, poultry, dairy products, liberal arts, mechanical arts, fine arts, domestic economy and youth activities by offering premiums and rewards for the best exhibits thereof, thereby enhancing the growth, development and quality of life for all citizens of Finney County, Kansas through the promotions and conduct of a successful fair”.

An Exhibitor’s Contracts are subject to cancellation if a payment or signed Contract is not returned by the date shown. **See CONTRACT CANCELLATION AND REFUND POLICY** in these guidelines.

Payments need to be received by the Board by the date specified, or Commercial Exhibits Contract will be subject to cancellation and exhibit space reassigned.

The Board, or its assigns, reserve the right of final approval for all products or services to be rendered, before and during the Finney County Fair.

The Board reserves the right to offer space based on product and space available; maintaining a balanced program of products and attractiveness of the exhibit. The exhibit should be consistent with the Board’s Mission and be in the best interest of the Finney County fair.

ADHESIVE STICKERS

NO type of adhesive sticker, promotional or otherwise, may be given away on the Fairgrounds. Any evidence of stickers being attached to any property on the Fairgrounds, or that of any Exhibitor, is considered a violation, and can be grounds for cancellation of an Exhibitors Contract. It will be the responsibility and expense of the Exhibitor to remove stickers from the property on the Fairgrounds, or of any Exhibitor. Stickers must be removed to the satisfaction of the Board.

ALTERATIONS TO FAIR PROPERTY

Absolutely NO ONE shall paint, change, alter or tamper with any Fairgrounds property, including, but not limited to, buildings, ground signs, piping, locks, conduit and electrical or gas connections, without the approval and supervision of the Board or fairgrounds Manager. No permanent floor/ground covering shall be used in any assigned space regardless if it is inside or outside.

AMERICANS WITH DISABILITIES ACT (ADA)

The Americans with Disabilities Act (ADA) makes it illegal to discriminate against anyone because of a physical or mental impairment. It is the responsibility of each Exhibitor and their employees or agents to adhere to the requirements of the ADA.

BENCHES

These are placed throughout the Fairgrounds by the Maintenance Department prior to the Fair for use by our visitors. Please **DO NOT** move benches from their set locations. They are intended for use within commercial exhibit locations. Your cooperation is appreciated.

BOOTH SUPPLES/EQUIPMENT

Each commercial booth space is provided dividing panels, 1 6-foot display table and 2 chairs (10X10 space). Exhibitors must make arrangements for additional tables and chairs as they may desire. Extra tables and chairs and other booth supplies can be ordered from Helgerson's on the order form provided. **Please Note:** Your order is directly through Helgerson's and you need to send your order to Helgerson's in Wichita, at the address given on the form.

BOOTH RENTAL FEES

Informational Booth rental fee is \$50 and Commercial Booth rental is \$75 for a 10X10 space in the exhibition building. (You may rent up to 4 spaces). Booths are rented on a first come, first serve basis and be reassigned to others on the waiting list if not set up by 10:00AM on Thursday. Booth spaces will NOT be guaranteed without payment. Booth assignments will be posted, confirmation of reservations will be sent by e-mail or fax.

BOOTH SET-UP TIMES

Tuesday 2:00PM to 8:00PM NO EARLY SET UP.
Wednesday 9:00AM to 12:00PM

Building Schedule

Tuesday 2:00PM to 8:00 PM (Commercial Vendor Set up begins at 2PM)
Wednesday 9:00AM to 9:00PM
Thursday 9:00AM to 9:00PM
Friday 9:00AM to 9:00PM
Saturday 9:00AM to 9:00PM
Sunday 11:00AM to 2:00PM

These are the times the building will be open. The Board reserves the right to require Exhibitors to man the booth at all times if deemed necessary for safety purposes. The Board assumes NO responsibility for damages or stolen merchandise if the booth is not manned. The building will be open for public access and Exhibitors assume full responsibility for loss, theft and/or damages.

Check-Out Time

Sunday, 11:00AM to 2:00PM. The building will be open for you to tear down and remove all booth contents. Alternatively, you may close your booth at the end of the evening on Saturday after the exhibit closes.

Monday 8:00AM to 5:00PM. If you cannot remove your booth contents either Saturday or Sunday afternoon, you may access the building during regular business hours on Monday by contacting the Fair Grounds Manager's Office.

CHECKS

If for any reason a payment is returned by the designated bank, a certified check, money order, or cash, in the amount of the payment, PLUS \$30 to cover the returned check charge will be due. All future payments MUST be made by money order or cash. If full payment is NOT received by the date specified, the Exhibitor's Contract may be cancelled and any deposit or previous made will be forfeited.

CLEANLINESS & TRASH DISPOSAL

Every Exhibit shall be prepared in a neat and orderly style and shall be kept cleaned and neat by the Exhibitor. At the end of each day, the Exhibitor will clean exhibit area and place trash in the receptacles provided. When the Fair is over, it is expected that the vacated space (s) be left clean and free of debris. Disposal of refuse shall be in the proper containers supplied.

COMPUTER WIRELESS INTERNET

Wireless internet service is available. Please note on your reservation if you need this service at your booth.

CONTRACT CANCELLATION BY THE FAIR

A Contract may be cancelled for violation of any guidelines, any State Statues, any local City or County Ordinances and may be cause for not allowing an Exhibitor to return in subsequent years. If the violation is of a serious nature, this may be cause for immediate closure of the exhibit for the remainder of the Fair, forfeiture of all fees paid and no renewal for the next years Fair.

The Board reserves the tight to terminate the contract for cause which shall be if COMPANY XYZ materially violates any term or condition of this contract or if COMPANY XYZ undertakes any action that would create an undue embarrassment or adverse publicity to the Finney County Fair or its reputation.

If the Board DOES NOT receive the signed Contract, required deposit, and any applicable insurance certificate by the due date specified on the contract, the Contract is subject to cancellation.

Commercial Exhibits deemed unsuitable by the Finney County Fair Board for any reason will not be allowed and may be removed from the grounds without a refund, by written notice of the Finney County Fair Board. Exhibitors found vandalizing Finney County property or the property of other Exhibitors will be removed from the grounds without a refund and may be subject to criminal prosecutions. Violation of any of these guidelines may be cause for immediate closure of the exhibit during the remainder of the Fair.

Cancellation Policy:

We ask vendors to honor their commitments once they have sent in the application and fee. Therefore, we regretfully cannot refund fees. Thank you for your understanding in this matter.

CONTRACT RENEWAL

A Contract to participate in the current fair DOES NOT guarantee a Contract for the next years fair. The Board reserves the right to refuse to Contract with an Exhibitor at the sole discretion, when such action is deemed to be in the best interest of their Fair and its patrons.

EMERGENCY STORM SHELTERS

Below is the list of facilities that are accessible emergency storm shelters:

BUILDING

Juvenile Detention Center
Law Enforcement Center

SUGGESTED SAFE AREA

507 W Santa Fe, Garden City, Ks 67846
304 N 9th, Garden City, Ks 67846

EXHIBITORS CONDUCT

The Exhibitors responsibility can be summed up very simply, "Be a Good Neighbor". All Exhibitors are equal regardless of booth size and should be given an equal opportunity to present their products to the public. All complaints/inquiries received will be addressed and if not resolved to the customers and Boards satisfaction, the Board reserves the right to refuse a contract for future years and for immediate closure of the exhibit if deemed necessary. Exhibitors shall deal honorably, fairly and practice no fraud or misrepresentation. Any violations of KSA 50-626, Deceptive Acts and Practices, will be immediate grounds for cancellation of the Contract.

The Exhibitor and all the Exhibitors employees SHALL be neat and clean in their dress at all times. Shirts MUST be worn at all time during the operation of exhibit. The Exhibitor and/or any of the Exhibitors representatives, shall NOT have in their possession or sell any intoxicating liquors, controlled substances, obscene material, engage in obscene conduct or be intoxicated while operating from an assigned booth space or while on the Fairgrounds property. What constitutes obscene materials and conduct will be determined by the Board.

The Board shall be allowed access to any exhibit are or the premises at any time for any reason. The Board reserves the right to cancel a Contract and/or have the property of the Exhibitor removed from the Fairgrounds for any violations of the guidelines. In such an event, all payments made

Each Exhibitor is responsible for any wages or expense of any employees of the Exhibitor and/or any debt incurred by the Exhibitor, in the fulfillment of this Contract. The Board will not be held liable for any obligation of the Exhibitor.

Exhibitors are NOT to provide any derogatory information, or have signage or products that are derogatory to other Exhibitors in any way or have used products/items for show relating to another commercial Exhibitor at their assigned space.

Our primary audience consist of family and youth. The Board reserves the right to reject any exhibit and/or contents that may be considered objectionable by that audience.

FAIR OFFICE

The Finney County Fair Office is located in the old concession stand building at the west entrance of the plaza. Contact us finneycountyfair@gmail.com

FIRST AID

There are First Aid Stations at various locations on the fair grounds. Please consult Emergency Information in each building for a specific location near you. In addition, Emergency Medical Technicians (EMT's) are on-site during the grandstand shows on Friday and Saturday,

INTERPRETATION

The Board reserves the final right to interpret rules and guidelines and to settle and determine all matters, questions, or differences with regard to the Fair. The Board also reserves the right to ask to or amend these guidelines as needed.

LIABILITY

It is hereby understood and mutually agreed that the Finney County Fair Board and/or its individual members, Finney County Fairgrounds Manager or his/her agents and Finney County maintenance workers shall NOT in any way be liable for any personal injury or property damage that may occur from any cause whatsoever to an Exhibitor or his/her employees, or for any public liability from any cause sustained within the space of the Exhibits.

The Exhibitor agrees to indemnify, save and hold harmless, Finney County Fair Board and/or its board members, Finney County Fairgrounds Manager or his/her agents and Finney County Maintenance workers, from any responsibility of any and all claims for compensation, social security or any other personal liability or property damage that may arise from the fulfillment of this agreement.

NON-PERFORMANCE

It is understood and agreed between the Exhibitor and the Board that neither party shall be liable for non-performance of this agreement caused by strikes, lock-outs, flood, pestilence, acts of elements, civil commotion, or by order of competent authority, disaster, epidemic, fire, act of God, arising or occurring before or during the Finney County Fair which shall render necessary a cancellation of such Fair in whole or in part.

OPERATING HOURS

The Board SHALL have the right to use or sell the Exhibitors space (s) if not occupied by 10:00AM on Thursday. Exhibitors should have at least one adult (18 years or older) at their exhibit during the operating hours specified in Building Schedule. Spaces left unattended for long periods and multiple times throughout the Fair is grounds for cancellation of their contract.

Release time is defined as the time when an Exhibitor can begin to tear down and transport exhibit from the fairgrounds. Booths **SHOULD NOT** be dismantled or loaded for movement before the release time specified. Any Exhibitor that dismantles, removes, or vacates their booth, space or location, etc, before the assigned time, **MAY NOT** be allowed to return to the Fair in this or future years.

The Board assumes **NO** risk or responsibility for any exhibits, equipment, product, etc. not removed from the fairgrounds after scheduled release time; or for any equipment, product, etc. left unattended during operating hours.

SALES TAX

Kansas sales tax is wholly the responsibility of the exhibitor. Garden City, Ks sales tax rate; 8.65%

SECURITY AT FAIR

The Board provides security to patrol the area during peak hours throughout the Fair. Security is NOT on-site continually during the operating hours. The Board will NOT be responsible for any loss or damage to exhibits.

SMOKING

All buildings are SMOKE FREE per K.S.A. Law 21-4010. Violation of this act is a misdemeanor, punishable by a fine of not more than \$20 for each violation.

SOUND

It is the goal of the Board to maintain a sound/noise level in all exhibit areas so as not to disturb others. The Board reserves the right to control the use of, and volume of, any loudspeakers, radios, musical instruments, or any noise making devices that might interfere with Exhibitors or other in the immediate area. This also includes individuals that might be too loud verbally and disturbing other Exhibitors or patrons in the area. Exhibitors MUST HAVE prior approval for use of a public address (PA) system, or any type device used for sound and/or that make noise. We encourage Exhibitors to be considerate of their neighbors in this respect, but do understand that same Exhibits use sound as part of their operation.

Those items approved for sound MUST be kept at a reasonable volume so as not to disturb Exhibitors in the same area from conduction business. The board has final authority as to what is objectionable and any decision pertaining to the sound level, or individual being too loud, will be final.

SUBLETTING OF SPACE

An Exhibitor SHALL NOT sublet, sell, or assign apportion the whole or any part of the space (s) assigned. An Exhibitor SHALL NOT allow any other party to exhibit any good or advertising matter, other than those manufactures, distributed or sold by the Exhibitor in the regular course of business, from their assigned space (s).

Representatives from a firm or company not exhibiting at the Finney County Fair are NOT PERMITTED to solicit business or take orders from the Exhibitors assigned space (S). Any violations will be grounds for cancellation of the Contract.

UTILITIES

Electrical Service Outlets—110 Voltage is provided to all booths at no additional charge.

Electrical Safety is Everyone's Responsibility.

- A. All electrical switches, plugs, cords, insulators, and ground wires must be undamaged.
- B. ONLY UL approved double insulated and/or grounded cords and devices are allowed.
- C. Extension cords must be plugged into a GFI outlet or GFCI equipped device.
- D. All electrical powered equipment must be kept out of reach of children and animals.
- E. DO NOT overload circuits. Watch for signs of overheated outlets, cords, and switches.
- F. Conduct a thorough inspection before and during each major event. Follow Electricians instructions.
- G. Water and electricity DO NOT mix. Unplug devices that become damp, wet or damaged.
- H. Report any unsafe conditions, practice and any violations of these guidelines immediately.

As noted by Finney County Fairgrounds Manager, an electrician certifies with inspection and signature, that they have completed the electrical safety inspection and made necessary power connections for the event.

The Board DOES NOT assume responsibility or liability for electrical failures of any kind, nor for damage to equipment/property caused by drops or increase in power supply, low voltage or power surges and shall NOT BE liable for loss of profits/revenue, loss of use of equipment, cost of capital, cost of temporary equipment (including additional expenses incurred in using electrical facilities), claims of customers of the Exhibitors, or for any special, indirect, or consequential damage due to interruption or fluctuation in service on the grounds.

WEAPONS

Exhibitors are NOT ALLOWED to have any weapons of any kind on the fairgrounds during the Fair. A weapon is considered anything that is used for fighting or means of attack/ defense. Weapons are NOT ALLOWED as part of an Exhibitors booth. If any weapons is found, it will be turned over to the authorities. Exhibitors given approval to sell decorative type weapons must keep them in some type of covered, securable display case.