

August 2 - 9, 2009

COMMERCIAL BOOTH APPLICATION

Dear Exhibitor:

Welcome to the 2009 5 Seward County 5 State Fair. This is your official booth application, please complete it carefully (please print), make a copy for your files and either fax (also complete credit card authorization) or mail it to the Fair office with your deposit or full payment.

Company Name _____

Mailing Address _____

City, State, Zip _____

Phone _____ **Fax** _____

Cell or E-Mail _____

Contact Person(s) _____

ALLOCATION OF EXHIBIT SPACE: The 5 Star State Fair reserves the right to limit the number of exhibits in any manner conducive to the successful operation of the Fair. **ONCE ASSIGNED, NO EXHIBITOR WILL BE ALLOWED TO SWITCH PRODUCTS OR LOCATIONS.**

PAYMENTS FOR EXHIBIT SPACE: Booth space is \$400.00 for all vendors and must be paid in full by July 15th 2009. Make all checks payable to Seward County 5-State Fair. All booth applications received after June 31, 2009, will be assessed at the standard level. Booth applications received after June 31, 2009 must be accompanied by 100% of the total rental fee due. All outstanding balances must be paid and satisfied by July 15, 2009. If not paid in full, you will not be allowed to set up your booth at Fair.

The following schedule will apply for the 2009 Fair for multiple booths:

STANDARD

10 x 10 Booth - \$400.00

INSURANCE: All exhibitors must submit a current certificate of insurance from one of the following sources. (Fax Insurance Certificate to Fair Office. Include important insurance clause on your Certificate of Insurance, see attached.

Check one: Commercial Business

Please note the Fair’s basic insurance requirements: (1) Seward County 5 State Fair, their agents, servants and employees are made additional insurers. (2) Your coverage is valid for all the 2009 dates, including set up and tears down days. (3) Your liability coverage is at least \$1,000,000.

Insurance coverage is mandatory. All insurance certificates sent to the Seward County 5 State Fair must be made out specifically to the person(s) or companies names in the booth application and contracts.

“The Renter shall provide evidence of authorized insurance for the term of the agreement protecting the legal liability of the State of Kansas,, District Agricultural Associations County Fairs or Citrus Fairs, their officers, agents, servants and employees from occurrences as to bodily injury liability and property damage liability which are limited to the operation of the contractor. Such evidence may be supplied by filing with the insured an original certificate of insurance lawfully transacted, issued to the State.”

ADDITIONAL INFORMATION: Years in business Other events in which you have exhibited: _____

List **all** products(s) and/or services to be sold or demonstrated (PLEASE BE SPECIFIC). Contracts will be assigned on the basis of this list: _____

****Please send photos, fliers etc. of products and exhibits, these cannot be returned.**

NO ADDITIONAL ITEMS OR SERVICES MAY BE SOLD. WHEN LISTING PRODUCTS(S), THE FOLLOWING MUST BE CONSIDERED: “Any authority granted Exhibitor by Fair to sell is not and shall not be in derogation of any copyright, trademark or other proprietary interest in the products(s), and will be granted without prejudice to any right of the owner of any such copyright trademark or other proprietary interest to forbid any display of such products(s) without a license or other permission by the owner.” “By execution of this application, Exhibitor warrants that permission to sell the products(s) has been obtained from the owner in a manner consistent with law and that in selling of such product(s) or offering of such products(s) for sale, Exhibitor will not violate any copyright, trademark or other proprietary interest in said product(s).” Describe methods of display and demonstration techniques (all subject to approval of Fair management).

PROHIBITED ITEMS AND SERVICES: The following items and/or services are prohibited from sale or giveaway: All tobacco and smoking items, cigarette lighters, drug paraphernalia, knives (other than pen knives with 2 inch blades or less), guns and ammunition, swords and daggers (ceremonial or decorative) any other weapons such as bows and arrows, crossbows or ninja type weapons, and other items classified as dangerous or prurient in nature. Also prohibited: Ear or body piercing, permanent tattooing, branding, mace, pepper sprays or similar products.

RV PARKING: Is available at a cost of \$150.00 per week (two spots, one for auto and one for trailer). Dry camping only, **NO** electrical hook-ups, a dump station is available. **Please request an RV Reservation Form.** An RV permit will be issued upon your arrival and must be displayed in the front window of the vehicle. Permits are not transferable. Unregistered vehicles will be subject to additional parking fees, towing fees and parking tickets all at the owner’s expense. **ALL SPACES ARE ON A FIRST COME, FIRST SERVE BASIS.**

PROMOTION: Do you plan to give away samples: Yes No

Food or drink: _____ Other _____

Please describe in detail: _____

Prize drawing: Yes No

Name method and prize: _____

Free samples of foods or beverages cannot conflict with Fair food concessions. All food samples must be approved by Fair management. Exhibitors must obtain a food permit through the Kansas Health Department. Exhibitors who conduct prize drawings

and/or give away products must obtain permission in advance from Fair management. All prizes must be awarded during Fair hours and the names and address of all winners must be submitted to the Fair office and posted clearly at the exhibitor's booth.

DELIVERIES: Deliveries will ONLY be accepted at the VENDOR OFFICE! MUST be shipped pre-paid with exhibitor's name and booth #(s) on parcel and be picked up during move-in days. The 5-State Fair is not responsible for receipt of any freight, deliveries to your booth, notification of freight or for loss or damaged merchandise! Refer to Vendor Handbook for more details.

CANCELLATION OF EXHIBIT BOOTH: It is mandatory that booths are staffed when the Fair is open to the public. Failure to comply with any provision of the Fair agreement can result in forfeiture of all payments. In addition, the Fair management can, at its discretion, reassign the booth to another exhibitor without further notice to the defaulting exhibitor.

EXHIBITORS MAY NOT LEAVE EARLY UNDER ANY CIRCUMSTANCES!

EXHIBITORS WILL NOT BE PERMITTED TO SWITCH BOOTHS ONCE THEY ARE ASSIGNED!

(The Fair reserves the right to relocate a vendor should the need arise.)

BOOTH LOCATION: Please indicate your first and second choices for booth locations below by reviewing the attached indoor arena and the outside area map. Booths may be moved to prevent like items being sold in the same proximity.

Participation in previous fairs does not guarantee the same location in this or future fairs.

Indoor Arena (second level indoor arena, concrete floor, draped & piped, exhibitor brings all necessary furnishings)

First Choice _____ Second Choice _____

Outdoor Commercial Booth (outside subject to weather conditions; suggest canopy plus all necessary furnishings)

First Choice _____ Second Choice _____

Utility requirements: _____ 110V/5AMPs free service _____ 220V/50AMPs \$225 per hook up
(All booths have electric available; please note any special requirements here.)

REMINDER: This application must include below one of the following: A valid Kansas Sales Tax Permit, a Federal I.D. No. or your Social Security No.

Kansas Sales Tax Permit Number only: _____

Or Exhibitor's Fed/Social Security # REQUIRED: _____ SS# _____
(Name) (or Fed. I.D.)

Signature(s) _____ Date: _____

CONTACT & MAILING INFORMATION:

**Terry Davenport
4511 N US HWY 83
Liberal, KS 67901
620-417-0491**

Or

**Seward County 5-State Fair Assoc.
1671 West 8th St.
Liberal, KS 67901**