



**2021 COMMERCIAL VENDOR APPLICATION**

**JULY 30 – August 7, 2021**

RETURN MATERIALS TO: Montana State Fair \* 400 3rd St. NW \* Great Falls, MT 59404

P: 406-727-8900 F: 406-452-8955

BUSINESS NAME: \_\_\_\_\_

CONTACT NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_ ST: \_\_\_\_\_ ZIP: \_\_\_\_\_

PHONE: \_\_\_\_\_ CELL: \_\_\_\_\_ FAX: \_\_\_\_\_

E-MAIL: \_\_\_\_\_ YEARS ATTENDED: \_\_\_\_\_

LIST ALL PRODUCT(S) OR SERVICE(S) TO BE APPROVED: \_\_\_\_\_

**\*\*MONTANA STATE FAIR DOES NOT GUARANTEE EXCLUSIVITY OF ANY PRODUCT\*\***

COMMERCIAL BOOTH RATES	VENDOR REQUIREMENTS
<p><b>Indoor Space:</b> (Rates Subject to Change)</p> <p>Trades &amp; Industries booth (inline) 10' x 10'... <b>\$499</b></p> <p>Trades &amp; Industries booth (corner) 10' x 10'... <b>\$599</b></p> <p>Mercantile booth 10' x 14'..... <b>\$450</b></p> <p><b>Outdoor Space:</b> (Rates Subject to Change)</p> <p>Central Park</p> <p>10' x 10' .....<b>\$450</b></p> <p>20' x 10' .....<b>\$550</b></p> <p>Mercantile....<b>\$500</b></p>	<p>__ 110V Power <b>\$25</b> __ 220V Power <b>\$75</b> (where available)</p> <p>__ Giving Demonstrations __ Using Microphone</p> <p>__ <b>RV Space (\$50 deposit)</b></p> <p>    Dry \$150   Electric only \$200</p> <p>    Full Service \$250</p> <p>Number of Tables and/or Chairs Needed:</p> <p>__ 8' (<b>\$20</b>) w/<b>skirting (\$30)</b> __ Chairs (<b>\$6 per chair</b>)</p>
<b>DESIGNATE IN ORDER OF PREFERENCE</b>	
<p>_____ Trades &amp; Industries                      _____ Mercantile                      _____ Central Park</p> <p>Total Number Spaces Requested: _____ Space Number(s) Requested: _____</p>	

**-----FOR OFFICIAL USE ONLY-----**

Date Application Processed: \_\_\_\_\_

**Approved**       **Unapproved**

Space Assignment(s): \_\_\_\_\_

Notes: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Booth(s) Fee: \$ \_\_\_\_\_

RV Fee: \$ \_\_\_\_\_

Billable (table/chair/power): \$ \_\_\_\_\_

(-) Booth Deposit \$ \_\_\_\_\_

Total Balance Due: \$ \_\_\_\_\_

## 2021 MONTANA STATE FAIR COMMERCIAL VENDOR AGREEMENT

- **2021 COMMERCIAL BOOTH RATES:** 2020 rates are subject to change.
- **SPACE DEPOSIT:** \$150 per booth space is required with completed vendor application to reserve space(s). Balance is due prior to set up. A refund request prior to June 18, 2021 will result in forfeiture of half of the amount paid. No refunds after June 18, 2021-NO EXCEPTIONS.
- **NON-TRANSFERRABLE:** This agreement cannot be assigned, transferred or otherwise disposed of without the written consent of Montana State Fair Management.
- **OPENING/CLOSING TIMES:** Commercial Vendor agrees to attend their booth at all times during the public hours of Friday July 30 and Saturday July 31 (Noon – 11 pm); Sunday August 1 - Thursday August 5 (Noon – 10 pm) Friday August 6 and Saturday August 7 (Noon – 11 pm). All Vendors must register by noon on July 30. Outdoor Vendors may stay open until the carnival closes. A Vendor, who fails to open on time, closes or leaves early without written consent of Montana ExpoPark will be fined \$100 per day. NO VEHICLES ARE ALLOWED AT VENDOR SPACES FOR LOADING UNTIL THE CARNIVAL IS CLOSED AND THE FAIRGROUNDS ARE CLEAR OF ALL PATRONS. SECURITY WILL BE IN PLACE TO ENFORCE THIS MANDATORY REQUIREMENT.
- **BUILDING CONSTRUCTION/REMOVAL:** All buildings and enclosures constructed under the terms of this agreement must have the approval of Montana State Fair prior to construction. All approved buildings or enclosures, frames, booths, etc. must be removed within 7 days after the conclusion of the Montana State Fair. If said items are not removed, they become the property of the Montana State Fair or they may be removed at the expense of the exhibitor.
- **BOOTH ARRANGEMENT/SET-UP:** Indoor booths are draped with 8' high back drapes and 3' high side drapes. Side display panels more than the 3' high drape may not be installed more than 3' from the back wall of the booth. Adhering to this rule allows all vendors full view by visitors passing along the aisles. New indoor or outdoor vendors need to submit a picture prior to approval and trailers with skirting are allowed. Outdoor exhibitors may NOT sell from an RV or camper. **Outdoor exhibitors may NOT camp in their space or have an RV in their space. Contact Event Assistant to reserve an RV campsite.**
- **SOLICITING:** All personnel, merchandise, signage and equipment must remain completely inside the assigned space. Soliciting in areas outside of assigned space is strictly prohibited. The privilege hereby granted will be conducted according to the rules and regulations of the Montana State Fair and without infringement upon the rights or privileges of others. Commercial Vendor shall not engage in any other business upon the Montana State Fairgrounds except that which is herein expressly stipulated. Violators are subject to agreement cancellation, forfeiture of space rental fees, removal from the grounds, and Vendor may not be offered an agreement for the following year(s).
- **AGREEMENT CANCELLATION:** Montana State Fair reserves the right to cancel this agreement for any cause whatsoever at any time before or after Commercial Vendor has commenced operations under this permit and return all payments. Commercial Vendor agrees to forfeit all payments made if unable to commence operations on time or cancellation after June 18, 2021. If for any reason Montana State Fair is unable to continue its operation for the time stated herein, Montana State Fair shall not be liable to the Commercial Vendor for any claims, demands or damage.
- **BREACH OF AGREEMENT:** The violation of any of the terms hereof shall be cause for the immediate revocation and forfeiture of all privileges herein granted to the Commercial Vendor at the election of Montana State Fair. Such election by Montana State Fair, all sums paid or contracted to be paid under this agreement to Montana State Fair shall be forfeited and become the property of Montana State Fair as liquidated damages for said breach.
- **RELEASE:** Montana State Fair shall not be responsible or liable for theft or damages at any time to vendors or their property, for any loss of life, personal or bodily injury, 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 fairgrounds.
- **LICENSES/PERMITS:** Commercial Vendor shall secure all City, County or State licenses or permits that may be required for their business and agrees to pay all taxes or assessments of whatsoever name or nature to fulfill this agreement.
- **CARE AND REPAIR OF PREMISES:** Upon expiration or termination of this agreement, Commercial Vendor agrees to surrender possession of said premises to Montana State Fair in as good repair as they were prior to the occupancy except allowance for reasonable wear and tear.
- **GIVE-AWAYS/DRAWINGS/ RAFFLES:** All give-away programs conducted by a Commercial Vendor must be registered with the Montana State Fair Office listing the article(s) to be given away. All give-a ways are subject to Montana State Fair approval. Any Drawings or Raffles must be applied for with Montana State Fair, Cascade County by June 25, 2021 per Montana Law.

- **LOUD SPEAKERS /AMPLIFIED SOUND:** Commercial Vendor shall use no public address systems, loud speakers, amplifiers, broadcasting devices, music or other objectionable method if it interferes with other vendors or any department of Montana State Fair, its employees or patrons.
- **MOTORIZED VEHICLES:** No small motorized vehicles such as golf carts, motorized skateboards, scooters, roller blades etc., will be allowed inside Montana ExpoPark between 11 am and midnight without prior written permission from the General Manager, except vehicles required by the disabled.
- **RESPONSIBILITY/IDEMNIFICATION:** Montana State Fair is not responsible for any salaries or expenses of any employee of a Commercial Vendor or any debt incurred by Commercial Vendor in the fulfillment of this agreement; nor for any accidents or damages to or by any article, animal or person belonging to, employed by, or doing business with the Commercial Vendor while on the Montana State Fair grounds. The Commercial Vendor agrees to indemnify and save harmless Montana State Fair, its officers, agents and employees from any and all claims, demands, causes of action and suits or costs; including attorney fees, resulting from any damage, death, injury or loss to any person or persons, including all persons to whom Commercial Vendor may be liable under any Worker’s Compensation law, including any expenses, damage or loss sustained by the Commercial Vendor because of any incident arising from or in connection with this agreement or the exercise by Commercial Vendor or the privileges and rights herein granted.
- **INSURANCE:** Proof of insurance MUST be received by July 6, 2021. Your certificate must list Montana ExpoPark, Cascade County, agents and employees as additional insured. Please list the dates of fair including move-in and move-out. Lessee agrees to carry Comprehensive Broad Coverage General Liability Insurance for bodily injury and property damage in an amount of not less than \$1,000,000 single limit policy. The insurance company must carry at least an AA+ rating and be licensed to do business in the State of Montana. The Lessee agrees to hold the Lesser harmless from any liability, cost or expense in connection with or growing out of any claim whatsoever for injury, loss or damage to person at activities in or upon the leased premises, its facilities and appurtenances, the giving of this waiver being a consideration upon which this contract is granted.
- **COMMERCIAL VENDOR RESPONSIBILITY:** The Commercial Vendor acknowledges they have read all applicable rules and regulations and agrees said rules and regulations are made part of this agreement as though fully incorporated herein. Commercial Vendor further acknowledges they have read this agreement fully and that all points shall apply unless this agreement is amended by the parties hereto. In case of any dispute the decisions of Montana State Fair Management is final.

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Commercial Vendor **Printed Name**

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Event Assistant

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Commercial Vendor **Signature**

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Date

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Date