



2023 COMMERCIAL VENDOR APPLICATION

JULY 28 – August 5, 2023

RETURN MATERIALS TO:
 Montana State Fair * 400 3rd St. NW * Great Falls, MT 59404
rmckenney@cascadecountymt.gov, Phone: 406-727-8900 Fax: 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: _____

IF YOU ARE A NEW VENDOR, PLEASE PROVIDE PICTURES OF YOUR BOOTH SETUP AS WELL AS A MINIMUM OF TWO PROFESSIONAL REFERENCES:

CONTACT NAME: _____ EVENT: _____ PHONE: _____
 CONTACT NAME: _____ EVENT: _____ PHONE: _____

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

COMMERCIAL BOOTH RATES	VENDOR AMENITIES
<p>Indoor Space: (all spaces include electric, 1-8ft table, 2-chairs) Trades & Industries booth (inline) 10' x 10'... \$549 Trades & Industries booth (inline) 10' x 20' ... \$824 Trades & Industries booth (corner) 10' x 10'... \$649 Trades & Industries booth (corner) 10' x 20'... \$975 Mercantile booth 10' x 14'..... \$499</p> <p>Outdoor Space: (Includes electricity) Central Park 10' x 10'\$499 Central Park 20' x 10'\$599 Mercantile 25' x 20'\$549</p>	<p>Number of Tables and/or Chairs One 8ft table and 2 chairs will be provided at your booth free of charge IF required. Please indicate if you will need this service. <input type="checkbox"/> Yes, I need a table & chairs <input type="checkbox"/> Yes, I need only a table <input type="checkbox"/> Yes, I need only chairs <input type="checkbox"/> No, I will provide my own</p> <p><input type="checkbox"/> Giving Demonstrations <input type="checkbox"/> Using Microphone <input type="checkbox"/> Raffle/Giveaway</p> <p>RV Space (\$50 deposit) <input type="checkbox"/> Electric only \$250 <input type="checkbox"/> Full Service \$300</p>

DESIGNATE IN ORDER OF PREFERENCE

_____ Trades & Industries _____ Mercantile Indoor **or** _____ Outdoor _____ Central Park
 Total Number Spaces Requested: _____ Space Number(s) Requested: _____

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

Date Application Processed: _____	Booth(s) Fee: \$ _____
Booth Assignment(s): _____	RV Fee: \$ _____
Notes: _____	table/chair/power(included) \$ _____
_____	(-) Booth Deposit \$ _____
_____	Total Balance Due: \$ _____

2023 MONTANA STATE FAIR COMMERCIAL VENDOR AGREEMENT

- **2023 COMMERCIAL BOOTH RATES:** 2023 rates are subject to change.
- **SPACE DEPOSIT:** \$150 per booth space is required with completed vendor application to reserve space(s). Full balance is due **prior to booth set up.** A refund request prior to June 16, 2023, will result in forfeiture of half of the amount paid. No refunds after June 16, 2023-**NO EXCEPTIONS.**
- **VENDOR CHECK IN & SET UP/CHECK OUT TIMES:** All vendors need to check in and set up during these times: July 26, 2023 from noon to 8pm, July 27, 2023 from 8 am to 8 pm and July 28, 2023 from 8 am to 11 am. Check out is August 5, 2023 after 11pm and August 6, 2023 from 8 am to 5 pm.
- **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 28 and Saturday July 29 (Noon – 11 pm);** Sunday July 30 - Thursday August 3 (Noon – 10 pm) Friday August 4 and Saturday August 5 (Noon – 11 pm). 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 and risks possibility of losing vendor privileges in the future.** **VEHICLES ARE ONLY ALLOWED AT VENDOR SPACES FOR LOADING AFTER THE CARNIVAL IS CLOSED AND THE FAIRGROUNDS ARE CLEAR OF ALL PATRONS, AND IN THE MORNING BEFORE 11 AM. SECURITY WILL BE IN PLACE TO ENFORCE THIS MANDATORY REQUIREMENT.**
- **BUILDING CONSTRUCTION/TRASH 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. All Commercial Vendors are responsible for disposing of their own garbage/trash/rubbish/boxes. Any Vendor that leaves garbage/trash/rubbish/boxes in the building without proper disposal will be charged a cleaning fee of \$25 per hour.
- **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 vendors may NOT have an RV in their vendor space during fair hours. Contact Event Coordinator 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 vendor shall not hand out brochures, follow customers down the aisle, or not take no for an answer. 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 and credentials provided with booth to include Vendor Badge, Parking Permit, and Fair Gate Admission Tickets if unable to commence operations on time or cancellation after June 16, 2023. 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. **A Vendor, who fails to open on time, closes or leaves early without written consent of Montana ExpoPark will be fined \$100 per day and risks possibility of losing vendor privileges in the future.**
- **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. **Montana State Fair and Montana ExpoPark do not guarantee roaming security during anytime during move in, the fair dates, and move out.**

- **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. Vendor agrees to accept condition of premises as is.
- **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 23, 2023, per Montana Law. **Vendors may not give away food, water bottles, or like things in their booths during the Montana State Fair as it competes with the Food Vendors.**
- **LOUDSPEAKERS /AMPLIFIED SOUND:** Commercial Vendor shall use no public address systems, loudspeakers, 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, one wheels, or 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 prior to set up. 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 A+ 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 are final.

Commercial Vendor **Printed Name**

Montana ExpoPark Event Assistant

Commercial Vendor **Signature**

Date

Date