



**SEPT. 10-18, 2022**

# **SPACE RENTAL GUIDE**

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**Clay County Fair Association, Inc.**  
800 W 18<sup>th</sup> St. – PO Box 527 - Spencer, IA 51301  
Phone: (712) 580-3000 - Fax: (712) 580-3003  
[www.claycountyfair.com](http://www.claycountyfair.com) - [info@claycountyfair.com](mailto:info@claycountyfair.com)

## **IMPORTANT DATES TO REMEMBER**

- Jan. 1           Renewal Applications will be mailed to qualifying exhibitors.
- Feb. 15          Signed Renewal Application is due with payment of half rent and parking.
- Any requests for changes as to size, location, or products must be stated on the Renewal Application. These requests will be reviewed AFTER the February 15 deadline.
  - No Space Rental Contract will be issued if a Renewal Application is not received by February 15.
    - Space Rental Contracts are due back within 30 days of their issue date, or it is canceled.
- July 5           Final day to cancel without incurring a fee.
- July 20          Final Notice mailed recapping exhibitor's status and items purchased.
- Aug. 26          Vendor packets may be picked up, but only if:
- All rent/fees have been paid;
  - Current certificate of insurance is on file or has been purchased through Fair;
  - An originally signed Space Rental Contract has been returned by mail or in person.
- Aug. 5           The items below must be turned in or a late fee of \$100 will be assessed:
- Originally signed Space Rental Contract;
  - Current certificate of insurance is on file or has been purchased through the Fair;
  - Full payment of any outstanding rent/fees.
- Aug. 6           Late fee applied.  
Cancellations on or after this date will not receive a refund.
- Aug. 26          Outdoor exhibitors may begin setting up displays at 8:30am.
- Sept. 5          Indoor exhibitors may begin setting up displays at 8:30am.
- Sept. 10-18     2022 CLAY COUNTY FAIR
- Sept. 23         Indoor exhibitors must have displays completely removed, unless permission has been granted by the CEO/Manager.
- Oct. 3           Outdoor exhibitors must have displays completely removed, unless permission has been granted by the CEO/Manager. Rental fees may be assessed on property remaining after 15 days.

## **PRIOR TO THE FAIR – DOCUMENTS REQUIRED**

### **Renewal Application**

Renewal Applications will be mailed to qualifying exhibitors January 1. Exhibitors wishing to exhibit at the Fair MUST return the Renewal Application by February 15 or a Space Rental Contract will not be issued. Prepayment is not a renewal.

Any requests for changes as to product, size, or location must be made in writing on the Renewal Application, and additional processing time will be taken in order to review requests before a Space Rental Contract is issued.

### **Space Rental Contract**

This policy (*Space Rental Guide*) shall be incorporated into and made a part of the Clay County Fair Association, Inc. (hereinafter “Fair”) space rental contract which must be signed by each exhibitor and concessionaire (hereinafter “Exhibitor”). Violation or noncompliance with any of these terms will be grounds for Fair to void Exhibitor’s space rental contract. **(F-4.2)**

Space costs are stated on each space rental contract in accordance with rates established by the Fair Executive Committee. Failure to pay on schedule may cause the contract to be canceled with no refund of any amount already paid. In the event all payments due have not been made by the Exhibitor to Fair by August 5, there will be a \$100 late fee charged and exhibitor admission tickets will not be issued until full payment is received. **(F-4.3)**

Contracts, the locations they cover, and the right to conduct business thereon may not be transferred, sold, assigned, sub-leased, devised by will or otherwise disposed of without written consent of the Fair. **(F-4.5)**

Only goods, services, business and information as stated in Exhibitor’s space rental contract may be exhibited, displayed, operated, or sold at assigned location. No deletion or other change in the space rental contract may be made without authorization of Fair management. The Fair reserves the right to require immediate removal from the fairgrounds of any items deemed in its sole discretion to be inappropriate or objectionable. **(F-4.6)**

Signing of space rental contract conveys permission for Fair to use Exhibitor’s name and list of products in the promotion of the Fair, to include but not be limited to, Fair website, unless specific written request to the contrary is received by Fair from Exhibitor. **(F-4.9)**

Space rental contract is valid for the period as stated therein. No right is created nor should there be an expectation that the contract will be extended or renewed. The Fair will annually review the performance of each Exhibitor with the object of offering the opportunity to enter into a new contract for another term to as many as appropriate and possible. Notice of this renewal opportunity will be communicated to Exhibitor after the first of the year; deadline for its return will be February 15. **(F-4.10)**

The Fair assumes no liability for loss or damage of property of Exhibitor due to fire, weather conditions, theft, vandalism or any other cause. **(F-4.17)**

All Exhibitors must have general public liability insurance coverage of no less than \$1,000,000 combined single limit, per occurrence, on operations at the Clay County Fairgrounds. Current certification of insurance coverage naming the Clay County Fair Association, Inc., as additional insured or full payment for policies offered by the Fair is required at the time space renewal application is made. If the Fair does not receive a current certificate of insurance naming the Clay County Fair Association, Inc., as additional insured by August 5, Exhibitor will be assessed

the fee for the Fair's group liability policy. Failure to comply will result in forfeiture of space and cancellation of contract without refund.

Exhibitor shall be solely responsible for any and all injuries to persons, or damages of property, or any other injury, claim, damage or loss of whatever nature, arising directly or indirectly from their operation. The exhibitor shall INDEMNIFY, SAVE and HOLD HARMLESS the Clay County Fair Association, Inc., and its employees, agents, and volunteers from and against all liability, loss, damages, claims, costs and expenses (including attorney fees) arising out of injury to persons or damages to property or any other injury, claim, damage, loss, cost, or expense arising from their operation. **(F-4.18)**

### **Certificate of Liability Insurance**

Exhibitor is required to provide a Certificate of Liability Insurance. The limits of the policy are to be in an amount no less than \$1,000,000 per occurrence (required of all vendors and concessionaires) and should include products liability coverage of \$1,000,000 (required of all food and beverage concessionaires).

1. Additional insured must be listed as: Clay County Fair Association, Inc.
2. Certificate Holder must be listed as:  
Clay County Fair Association, Inc.  
800 W 18<sup>th</sup> St.  
PO Box 527  
Spencer IA, 51301
3. Coverage must be in effect for the MONTH OF SEPTEMBER, expiring no earlier than September 20.
4. The name of the "Insured" exhibitor must match what is printed on the Space Rental Contract. You must list any DBAs for your business on the Certificate of Insurance if different from that listed on the Space Rental Contract.
5. Exhibitor shall provide a Certificate of Liability Insurance no later than August 5, 2022, or you may be subject to automatic purchase of insurance from the Clay County Fair's insurance provider.

Should you choose to purchase insurance from our insurance provider, please submit per the following (2022 rates to be determined (TBD)):

- Commercial Exhibits (Indoor and Outdoor): \$TBD for first contiguous location, \$TBD for each additional contiguous location with your renewal application.
- Food and Beverage Concessions: \$TBD for first trailer/location, \$TBD for each additional trailer/location with your renewal application.
- Specialty Concessions: \$TBD for first trailer/location, \$TBD for each additional trailer/location with your renewal application.

If dates must be referenced in the Description of Operations box, please reference "Clay County Fair held annually in September and setup and teardown." This reference eliminates the need for date revision each year. Coverage for setup and tear down is not optional.

All certificates may be emailed to [frontdesk@claycountyfair.com](mailto:frontdesk@claycountyfair.com) or mailed to:

Clay County Fair  
PO Box 527  
Spencer, IA 51301

Should you or your agent have any questions, please look at the sample on the next page, or do not hesitate to contact us at 712-580-3000, x210.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

A. List your legal business name & address. This name must match what is printed on your Contract (add DBAs if necessary to match).

PRODUCER  Insurance Broker Name, Address Phone Number	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

B. Insurance must be Commercial General Liability.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

C. Policy must be in force for the "Clay County Fair held annually in Sept and setup and teardown".

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE \$	
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$	
	CLAIMS-MADE						MED EXP (Any one person) \$	
							PERSONAL & ADV INJURY \$	
							GENERAL AGGREGATE \$	
							PRODUCTS - COM/OP AGG \$	
							\$	
	GENL AGGREGATE LIMIT APPLIES PER:							
	AUTOMOBILE LIABILITY							
	ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$	
	ALL OWNED AUTOS		SCHEDULED AUTOS				BODILY INJURY (Per person) \$	
	HIRED AUTOS		NON-OWNED AUTOS				BODILY INJURY (Per accident) \$	
							PROPERTY DAMAGE (Per accident) \$	
							\$	
	UMBRELLA LIAB		OCCUR				EACH OCCURRENCE \$	
	EXCESS LIAB		CLAIMS-MADE				AGGREGATE \$	
							\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						Y/N	
	If yes, describe under DESCRIPTION OF OPERATIONS below							
							WC STATUTORY LIMITS \$	
							OTHER \$	
							E.L. EACH ACCIDENT \$	
							E.L. DISEASE - EA EMPLOYEE \$	
							E.L. DISEASE - POLICY LIMIT \$	

D. Each occurrence limit must be at least \$1,000,000.

E. Products limit must be at least \$1,000,000 for Food & Beverage.

F. Clay County Fair Association, Inc, must be listed as additional insured.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

G. Clay County Fair Association, Inc, must be listed as the certificate holder:  
800 W 18<sup>th</sup> St.  
PO Box 527  
Spencer IA 51301

CERTIFICATE HOLDER	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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ACORD 25 (2010/05)

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## **PRIOR TO THE FAIR – RENT AND FAIR CREDENTIALS**

### **Space Rental Rates (see map on [page 8](#) for building locations)**

Indoor Commercial Exhibits (sold per front foot, includes standard electric, not water/sewer):

- Events Center - \$65 per front foot
- Tower Gate Pavilion - \$60 per front foot
- Varied Industries Building - \$45 per front foot
- Commercial Exhibits Building - \$44 per front foot
- Photography Center - \$41 per front foot
- Grandstand - \$41 per front foot
- Grandstand Annex - \$37 per front foot

Outdoor Commercial Exhibits (sold per square foot, includes standard electric, not water/sewer):

- 0-2,999 square feet – minimum outdoor rate of \$330
- 3,000-19,999 square feet – 11 cents per square foot
- 20,000-29,999 square feet – 7 cents per square foot
- 30,000 square feet or more – 4 cents per square foot

Food and Beverage Concessions (percentage, does not include electric or water/sewer):

- 12 percent of gross sales, less a guarantee of \$500 per vendor

Specialty Concessions (percentage, does not include electric or water/sewer):

- Percentage of gross sales, less a guarantee of \$500 per vendor

### **Payments**

The first half of exhibit space rent is due by February 15 with the return of the Renewal Application. The remainder of exhibit space rent is due by August 5. Any amount not paid by August 5 will be considered delinquent and will be assessed a penalty of \$100.

Payment for any item purchased from or service performed by the Fair, if not otherwise specified, shall become due and payable on or before the last day of the Fair. It will be considered delinquent on October 31 and will be assessed a finance charge of 1.5% per month until paid.

### **Refund Policy/Exhibitor cancellation of space**

An exhibitor may submit a request for cancellation of space at any point. A full refund will be made if the request is received on or before July 5. Any contract cancelled between July 5 and August 5 will incur a \$50 cancellation fee. Any contract cancelled after August 5, for any reason, regardless of when contract was issued, will not receive a refund. **(F-4.4)**

### **Reprint Fees**

If a reprint of the Renewal Application or Space Rental Contract is requested, there will be a \$25 reprint fee.

### **Exhibitor Admission Tickets**

Exhibitor admission tickets (available only to commercial exhibitors and concessionaires) are available for purchase only through the Fair Administrative Offices for \$7.00 per person, per day, both prior to the Fair and during the Fair. If an exhibitor admission ticket is not presented at the gate during the Fair, regular admission prices are charged.

### **Electrical**

Standard electrical charges for indoor and outdoor commercial exhibitors are included in space rental fees. All work must be done by Fair-approved electrician. Food, beverage, and specialty concessions are charged individual rates based on demand and usage; fees will be assessed during the Fair. Fair electricians are authorized to make all decisions relating to electrical installation, use, and shut off. Before and after the Fair, the electrician may be contacted by

calling the Clay County Fair Administrative Offices (located in the Events Center). During the Fair, the electrician is located at the west end of the Grandstand.

## Gas

Propane gas used on the fairgrounds must be handled in accordance with applicable regulations. Contact New Cooperative (515-200-1362) or Cooperative Energy (712-580-4051) for your propane needs. See delivery hours for appropriate times.

## Internet/Telephone

For internet or telephone service, contact Spencer Municipal Utilities (712-580-5800). Exhibitors in the Events Center should contact the Fair's Event Services Director (712-580-3000) to reserve a phone line for credit card machine or internet, subject to availability at time of request.

## Logo Use

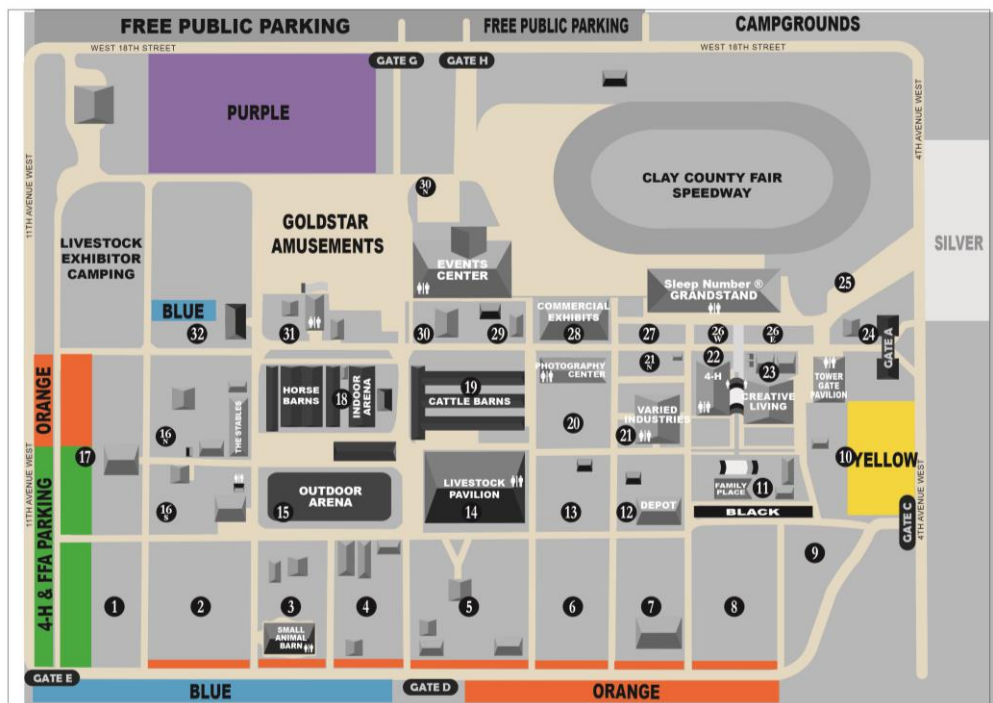
The Clay County Fair front gate artwork and logo artwork, along with the phrases "Clay County Fair" and "The World's Greatest County Fair," are registered trademarks of this institution. For legal use of the Fair's brand and logo assets, contact the Fair's CEO/Manager.

## Parking

Reserved parking must be purchased with the return of the Renewal Application by February 15. Limited reserved on-grounds parking is available in the Orange and Yellow Lots (\$54). Reserved off-grounds parking is available in the Silver and Purple Lots (\$45). **Free parking** (including disabled parking) is available in the North Lot, north of Gate G and West 18<sup>th</sup> Street.

Limited parking for supply trucks in a specific assigned on-grounds location is available for \$175, including electrical hookup. Daily paid parking for box trucks/small trailer parking off grounds is available in the designated area of the Silver and Purple Lots. Free parking for supply trucks or trailers without electricity is available in the northwest section of the North Lot.

Parking permits cannot be used to make deliveries and may be revoked if improperly used.  
For information on delivery permits, [see page 13](#).





## **Sponsorships**

Commercial exhibitors are encouraged to be a sponsor of the Fair. Sponsorships could include ribbons, trophies, gift baskets, prizes for special contests, etc. Please include sponsorship payment with renewal application. Cash sponsorships will be applied toward Fair programming.

## **SETUP TO THE FAIR**

### **Office Hours**

The Clay County Fair Administrative Offices (located in the Events Center) are open Monday-Friday, 8:30am-5:00pm year around. The Friday before the Fair and during the Fair, hours are 8:00am-8:00pm; financials close at 7:00pm, except last Sunday.

### **Staff**

For specific information or questions about commercial exhibit space, contact Janet Schutter, at [janet@claycountyfair.com](mailto:janet@claycountyfair.com) or 712-580-3000, x214. In addition to administrative staff, the Fair has assigned superintendents. These persons will visit and assist exhibitors at their locations as much as possible. They may be contacted through the Clay County Fair Administrative Offices.

### **Vendor Packet**

Beginning August 26, the vendor's packet may be picked up at the Clay County Fair Administrative Offices (located in the Events Center), provided that:

1. Exhibit space fees are paid in full;
2. A current Certificate of Insurance, naming the Clay County Fair Association, Inc., as additional insured is on file or full payment has been made to the Fair for group insurance; and
3. An originally signed contract has been returned by mail or dropped off in person to the Clay County Fair Administrative Offices (located in the Events Center).

Vendor Packets include:

- Previously purchased items, such as exhibitor admission tickets, parking, delivery permits, supply truck parking, etc.
- Food & Beverage daily reporting slips and memorandum
- Vendor Breakfast and Awards invitation – your chance to hear first the changes for the 2022 Fair
- On-grounds banking information
- Last day of Fair release format
- Emergency and Crisis Situation Information

### **Access**

Access to outdoor commercial exhibit space will start August 26 (15 days prior to Fair). Access to indoor commercial exhibit space will start on Labor Day (5 days prior to Fair) at 8:30am and continue daily through the Friday before the Fair's opening day.

### **Forklift**

A forklift and operator are available on the fairgrounds beginning Labor Day, 8:00am-5:00pm. On the last Sunday of the Fair, forklift will operate until 8:00pm (weather permitting). Normal hours resume after the Fair, 8:00am-4:30pm. There is a charge of \$35.00 per 15 minutes or fraction thereof; \$90.00 per hour. For further information, call 712-580-3000, x222.

### **Loading Dock**

A loading dock is available in the northwest corner of the fairgrounds. All semi-trailer trucks must enter the grounds at Gate E off 11th Avenue West in Spencer.

### **Office Units/Storage Units in Exhibit Space**

Trailers or other units must be confined within assigned exhibit space or in designated supply truck/trailer parking (see [page 8](#) under “Parking”).

All units placed within an assigned exhibit space must be in place on site by 9:00am the first day of the Fair and may not be moved from the location until 6:00pm the final day of the Fair.

### **Adding or Removing Display Elements**

Complete exhibit must be in place by 9:00am the first day of the Fair and remain until 6:00pm on the final day of the Fair.

Material that is part of an exhibit can be sold but not removed prior to 6:00pm on the final day of the Fair unless one person can carry or hand cart it out by foot. Exceptions only if approved in advance by the CEO/Manager.

### **Maintenance of Space**

Exhibitors are expected to maintain their assigned space in a neat and orderly manner. Space is contracted on an “as is” basis. The Fair will mow grass and otherwise groom and maintain the property and its buildings to the extent possible.

Landscaping, painting, or other plans must be approved by the CEO/Manager. No alteration, improvement, repair or other work may be made on Clay County Fair structures or to the fairgrounds without the approval of the CEO/Manager.

Garbage and recyclable items should be broken down and placed in appropriate containers.

Dumping of grease or any other material, including gray water, on the ground is strictly prohibited. Dumping of grease or any solid material in sewers is prohibited.

Offenders may be invoiced, not be offered renewal, or be canceled.

### **Booth Height**

Fixtures installed by exhibitors in indoor commercial exhibit space (booths) are subject to the following height restrictions:

Back wall of booth and back half of side walls – 10’ high

Front half of side walls – 4’ high

Front of booth – 4’ high

Exceptions must be approved by a member of the Fair’s commercial exhibit staff.

### **Decorating & Tent Supply**

The official Fair tent rental and/or exhibitor decorating services provider is ABC Rentals Special Events (3009 S Phillips Ave, Sioux Falls, SD 57105; phone: 605-332-4222, Option #2).

All tents placed on the Clay County Fairgrounds must be flame proofed (**F-4.12**) in accordance with applicable regulations.

### **Pre-Shipment of Booth Display**

Exhibitors are responsible for setting up their booth. Pre-shipment of booth display items will not

be accepted. Exhibitors who are receiving freight as part of their booth setup must be on grounds to meet, direct, and receive the shipment. Each vendor is responsible for their own setup within their designated area according to the terms of the Space Rental Guide. During the Fair, storage or crate service is not available.

### **Security**

During the Fair (as well as three days before and two days after), 24-hour security is maintained by the Fair Security Department. Fair Security Office is at the west end of the Grandstand.

### **Employment Service (Iowa Workforce Development)**

The Iowa Workforce Development (IWD) office is located north of the Varied Industries Building and is open the Wednesday after Labor Day through the last Sunday of the Fair. Phone number is 712-262-1971, x42006. Child and other labor laws apply to all employment on the Clay County Fairgrounds.

### **Camping**

Space is available beginning Labor Day on a first-come, first-served basis in the campgrounds north of West 18th Street. Cost is \$25 per night with electricity, \$17 per night without electricity.

Upon advance registration and subject to approval of the CEO/Manager, staying overnight is allowed at exhibit location if done in a vehicle or structure not open to the public (i.e. an office or storage area). If situated on an exhibit location, it must be in place by 9:00am the first day of the Fair and may not be moved from the location until 6:00pm the final day of the Fair.

For further camping details, please visit [www.claycountyfair.com](http://www.claycountyfair.com).

### **Hotel/Motel Information**

For information on local hotels, please visit [www.claycountyfair.com](http://www.claycountyfair.com).

### **Pets**

No dogs, cats, or other pets shall be permitted on the Clay County Fairgrounds during the Clay County Fair. The only exceptions are assistance dogs that are properly identified, or any pet that is part of an attraction, exhibit, or demonstration. Failure to comply shall result in expulsion from the fairgrounds.

Pets are permitted in designated campground areas. Pets must be on a leash or contained in living quarters, trailers, etc. Failure to comply shall result in expulsion from the fairgrounds.

### **Smoking**

Smoking of all types, including e-cigarettes, is prohibited in all enclosed buildings and entertainment areas located on the property of the Clay County Fair Association in accordance with Iowa Code 142D.

## **DURING THE FAIR**

Exhibitors must confine their business and its fairgrounds promotion to the location specified in the space rental contract. Failure to comply will result in forfeiture of space and cancellation of contract without refund. **(F-4.7)**

Only goods, services, business and information as stated in Exhibitor's space rental contract may be exhibited, displayed, operated, or sold at assigned location. No deletion or other change in the space rental contract may be made without authorization of Fair management. The Fair

reserves the right to require immediate removal from the fairgrounds of any items deemed in its sole discretion to be inappropriate or objectionable. (F-4.6)

### On-Site Responsibility

Fair management will assume that anyone staffing a commercial exhibit space has authority to do so. Notice of any failure or violation will be directed to the person or persons at the location.

### Exhibitor Hours of Operation

Exhibitor hours of operation shall be specified in the space rental contract. Exhibit must be open and staffed at all times during these hours. Failure to comply will result in forfeiture of space and cancellation of contract without refund. (F-4.8)

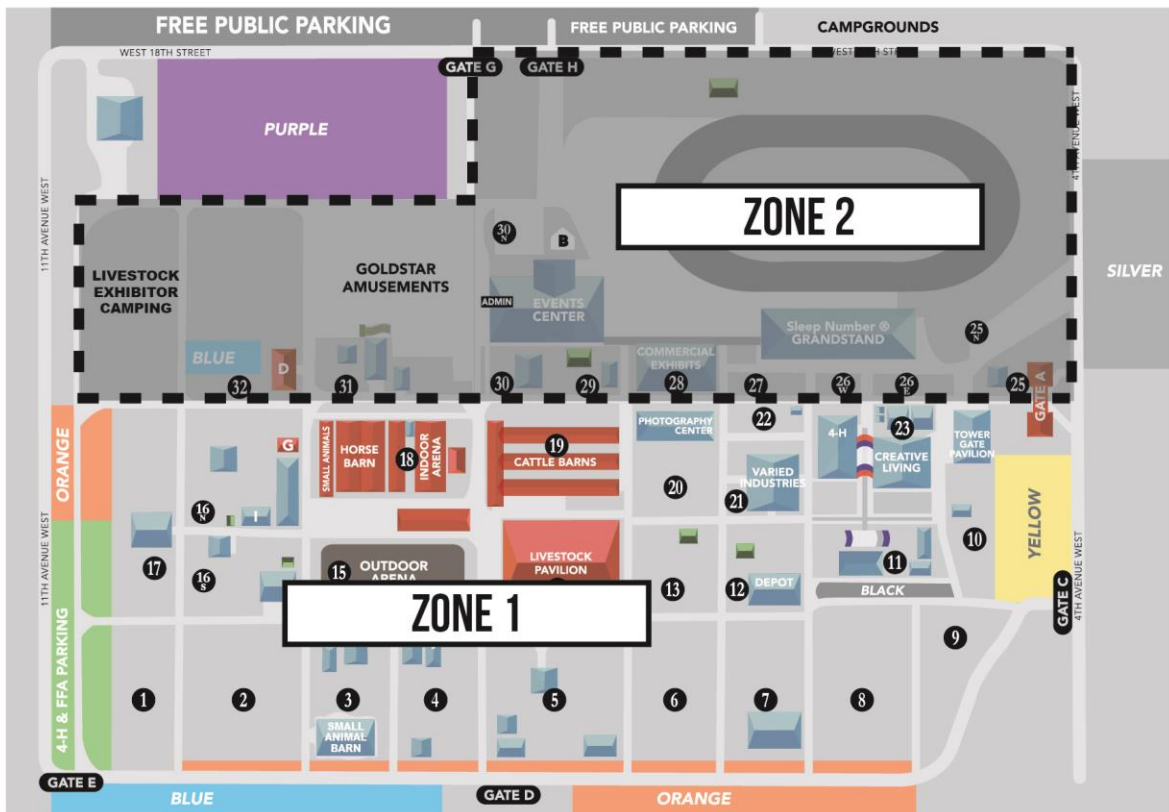
Agricultural equipment (outdoors), Photography Center (south outside only) – 9:00am-6:00pm (including the last Sunday, see below).

Exhibit buildings and specified outdoor locations – 9:00am-8:00pm (except the last Sunday, see below).

Food and beverage stands and restaurants – 10:00am-8:00pm (except the last Sunday, see below). These are minimum operating hours. Food and beverage concessionaires may open earlier or stay open later than these hours to service customers.

On the Fair's final day, exhibits and concessions may close at 6:00pm. While exhibits and concessions may close at 6:00pm, vehicles will be allowed on the grounds at these times:  
**6:00pm - Vehicles allowed into Zone 1; 6:30pm - Vehicles allowed into Zone 2**

Exceptions to these release hours must be approved in writing by the CEO/Manager.



## **Prices/Legal Issues**

Fair management does not control prices of goods and services offered for sale, but all prices must be posted. Posted prices must include Iowa state sales tax.

Exhibitor is responsible for compliance with all applicable Iowa tax laws, for obtaining necessary sales and use tax permit, and for payment of all money due the State of Iowa. Failure to comply will result in forfeiture of space and cancellation of contract without refund. **(F-4.21)**

Although the Fair recognizes that the Clay County Fairgrounds is a proper forum for the exchange of ideas necessary to a free society, it reserves the right to regulate all activities on the fairgrounds with regard to time, place, and manner in pursuance of its valid interest in maintaining peace and order and providing for the protection of those in attendance. Expressly prohibited is excessively amplified sound, unauthorized posting of bills and signs, obstruction of pedestrian or vehicular traffic, and vending or soliciting from other than an assigned space. **(F-4.22)**

## **Banking**

A banking facility is operated on the fairgrounds during the Fair in the Grandstand Ticket Office; hours are 8:00am-3:00pm. ATMs are located throughout the fairgrounds.

## **Deliveries/Restocking (Vehicles, Permits, Hours, Insurance)**

Deliveries/restocking may be accomplished by vehicle, including golf carts, subject to the following:

Use of golf carts and similar vehicles on the Clay County Fairgrounds requires permission of Fair management. Certification of liability insurance noting coverage of \$1,000,000 for said vehicle and naming the Clay County Fair Association, Inc., as additional insured will be necessary before a permit is issued. All drivers must have a valid driver's license. Golf carts or similar vehicles used for deliveries shall be subject to delivery hour rules. **(F-4.20)**

No vehicular commercial deliveries may be made on the fairgrounds during the Clay County Fair unless a properly issued delivery permit is obtained from Fair management and displayed on vehicle. No retail sales may be made through use of a delivery permit. Vehicle deliveries may not be made between the hours of 10:30 a.m. and 8:00 p.m. daily during the Fair. Abuse of delivery permit shall be subject to having the sticker revoked. Trucks with semi-trailers must enter the fairgrounds at Gate E at the southwest corner of the fairgrounds. **(F-4.19)**

Permits and specific procedures are available at the Clay County Fair Administrative Offices (located in the Events Center). Costs are \$20.00 for automobiles, vans, pickups and golf carts or similar vehicles (driver admission not included). All golf carts must have a golf cart permit, in addition to a delivery permit.

## **Deliveries by Parcel (FedEx/UPS)**

Fair management will not accept FedEx, UPS, registered mail, or similar deliveries unless notified by exhibitor in advance. The Fair accepts no responsibility and assumes no liability for any delivery, including those signed for by its representatives. After the Fair, incoming letters/parcels will be returned to the sender.

## **Emergencies**

Fire, police or rescue emergencies should be reported by calling 911. If you are able, the emergency should also be reported to Fair security at 712-580-3000, x260.



### **Exhibitors Breakfast/Awards Program**

All commercial exhibitors are invited to a special breakfast Tuesday during the Fair in appreciation for the valuable part that exhibitors play in the Fair's success.

Each year the Clay County Fair gives awards to commercial exhibitors in three categories: Best Outdoor Exhibit; Best Food/Beverage Concessionaire; and Best Indoor Exhibit. A plaque will be awarded in each category.

Judging is based on the following:

- Initial impression (booth attractiveness/decor, customer attentiveness)
- Personnel (attire, attitude toward customers, knowledge of products/items)
- Overall Exhibit Appearance (booth cleanliness, neatness, updated/clean decor, etc.)
- Exhibit Signage (professional, conveys nature of business/product, easy to read, prices clearly stated)
- Fair Compliance (Exhibitor abides by all guidelines stated in the current Space Rental Guide, payments made on time, insurance submitted on time, etc.)

Winners will be notified and their awards will be presented during the Commercial Exhibitors Breakfast.

### **Food Sales - Fire Code Compliance**

Operators of food vending establishments must be in compliance with the requirements of the State Fire Code. Chief John Conyn, City of Spencer Fire Department (712-580-7240), is available to answer any questions you may have.

### **Food Sales – Per Location Reporting**

Please remember, Fair percentages are to be calculated on your gross - net of sales tax (except for non-profit organizations, which will pay on the entire gross sales). Divide your gross by 1.07 and pay your percentage on the result.

Please report gross and net sales on the daily reporting sheet DAILY from 8:00am-11:00am. Percentage payment/electric/water/sewer invoice due Sunday, Sept 18 (6:30pm – 8:00pm), Monday, Sept 19 (8:30am – 4:00pm), or Tuesday, Sept 20 (8:30am – 4:00pm).

All food vendors with more than one location must report sales on separate reporting forms.

### **Golf Carts**

Golf cart usage (including the hours they may be used) by exhibitors and concessionaires is subject to all rules found on [page 13](#) ("Deliveries").

### **Gratuities**

Clay County Fair employees are paid for their work and expect no additional remuneration. Please do not offer tips, gifts, or other gratuities.

### **Lost and Found**

During the Fair, lost and found items will be turned into the Fair Security Office under the Grandstand. Following the Fair, all items are turned into the Clay County Fair Administrative Offices (located in the Events Center). Call 712-580-3000, x210, for information on lost items.

### **Prepayment on Next Year's Fair Rent**

The Fair allows commercial exhibitors to make a pre-payment on space rental for the following year. Pre-payment does not guarantee space, lock in current space rental fees, or insure a renewal for the following year. If you prepaid for space, you still must complete the Renewal

Application by February 15 in order for a Space Rental Contract to be issued. Space Rental Contract must be returned within 30 days of issue, or the same is canceled.

### **Courtesy Carts**

Courtesy Carts are available in the North Lot to take persons to and from the Events Center (donations accepted but not required).

## **POST-FAIR**

### **Removal of Exhibits**

Indoor exhibitors must have displays completely removed within 5 days after Fair (September 23), unless permission has been granted by the CEO/Manager. Rental fees may be assessed on property remaining after 5 days.

Outdoor exhibitors must have displays completely removed within 15 days after Fair, (October 3), unless permission has been granted by the CEO/Manager. Rental fees may be assessed on property remaining after 15 days.

## **PRIVATELY OWNED STRUCTURES**

Placement, construction or alteration of any privately owned building, or other structure on the Clay County Fairgrounds must be approved in advance by the CEO/Manager. Plans and specifications may be required along with a construction schedule. **(F-4.11)**

The Fair may order changes or modifications in privately owned structures on the Clay County Fairgrounds due to appearance, condition, or safety considerations. Changes or modifications must be accomplished as directed by the Fair, or structure will be ordered closed, removed, or torn down at the expense of Exhibitor. **(F-4.13)**

Privately owned property on the Clay County Fairgrounds will be treated in accordance with one of the following:

- a. Portable personal property, which can only be brought on to the fairgrounds within five days (indoor exhibits) or fifteen days (outdoor exhibits) prior to the start of the Fair and must be removed from the fairgrounds within five days (indoor exhibits) or fifteen days (outdoor exhibits) after the end of the Fair contract unless other arrangements have been made with the CEO/Manager.
- b. Permanent structures, which may remain in place from year to year at the discretion of the Fair provided notice is given by February 15 from Exhibitor to the Fair of intent to use structure as exhibit space during the next Fair.
- c. Permanent structures, which may remain in place in accordance with a contract executed by the Fair and Exhibitor. **(F-4.14)**

Upon order of removal from the Clay County Fairgrounds by the Fair to Exhibitor of any structure or other improvement, Exhibitor must restore site to its pre-construction condition. Failure to comply by June 1 of the current year will cause Fair to make restoration at Exhibitor's expense. **(F-4.15)**

Privately owned structures on the Clay County Fairgrounds may not be used for any purpose without the express consent of the CEO/Manager except during the period stated in the space rental contract. Subject to the consent of the CEO/Manager, there will be a daily fee assessed

to cover the cost of utilities and a current certificate of insurance must be provided seven days prior to usage of the structure. Failure to receive consent will result in a \$200.00 fee per day of usage. **(F-4.16)**