



Tri-County Fair

50 W. Winnemucca Blvd.
Winnemucca, NV 89445
(775) 623-5071 (ext. 102)

September 3 - 5, 2010

This form is due by July 15, 2010

— COMMERCIAL SPACE APPLICATION —

Name _____ Phone _____

Address _____ Email _____

City _____ State _____ Zip _____

Name of person in charge of exhibit _____

Former exhibitor? Yes _____ No _____ If Yes, when _____

PRODUCT: No application will be accepted unless a complete list of every product you want to sell with prices is included.

LIST OF PRODUCTS/MENU: _____

NON-FOOD LOCATION:

Outside _____ # of 10' X 10' center @ \$80
_____ # of 10' X 10' corner @ \$100
Inside _____ # of 10' X 10' center @ \$65
_____ # of 10' X 10' corner @ \$90

FOOD LOCATION:

Size of stand _____ X _____
@ \$200 or 15% of Gross Sales, whichever is greater.

ELECTRICAL: 110 _____ 220 _____ WATER: Yes _____ No _____

NEVADA RE-SALE PERMIT # _____ Federal Tax ID # _____

INSURANCE: All food and beverage vendors must provide a certificate of insurance. See "Insurance" on the following page.

Completion of this form does NOT guarantee space will be assigned.

Signature

Date

PAYMENT:

No Exhibitor will be allowed to move into his booth without full payment of exhibit space fees and any additional fees, licenses or permits if required.

No personal checks will be accepted after August 9, 2010. Fees thereafter must be paid by cash, money order, or cashier's check.

NOTE: Food concession percentage fees must be paid within five (5) working days following the close of the Fair. Interest at the rate of 1.5% per month or fraction thereof shall be assessed on all delinquent payments.

REFUND AND CANCELLATION POLICY:

Exhibitors canceling a space once a deposit has been made will be entitled to a refund of all money paid in excess of 50% of the exhibit or concession space fee up to 5:00 p.m., on **August 9, 2010**. Exhibitors wishing to cancel a space must submit a written request for refund. All refunds are subject to approval by the Tri-County Fair Management.

GENERAL RULES

A. Sound devices, including but not limited to, loud speakers, organs, pianos, radios, are subject to approval of Fair Management, and if allowed, must be controlled so as not to interfere with others. The privilege for use of such sound devices may be revoked at any time.

B. Exhibitors must have at least one person in attendance at their exhibit at all times the Fair is open to the public, and must care for and keep in good order the space occupied by them, taking every precaution against possible injury to visitors, guests or employees.

C. Placing of advertising material on or in automobiles on the Fairgrounds is specifically prohibited and no permission for such distribution will be granted under any circumstances.

D. No solicitation except by exhibiting firms is allowed. Demonstrations of products must be confined to the Exhibitor's assigned space and in no case may extend to other areas of the grounds.

E. Advertising materials, such as those of tobacco and soft drink manufacturers are prohibited anywhere on the Fairgrounds except by specific permission of the Fair Management. Advertising of candidates for public office may be displayed only in a booth rented for that purpose.

F. The Fair Management reserves the right to refuse exhibits which would in any way detract from the dignity of the Fair.

G. The Fair Management reserves the right to stop or remove from the Fair or relocate any Exhibitor or his representative and/or exhibit, performing any act or practice which, in the opinion of the Fair Management, is objectionable, interferes with the performance of other Exhibitors, or creates a health, safety, or fire hazard. No refunds.

H. Exhibitors shall comply with those laws, rules and regulations and codes of the State of Nevada, Humboldt County, City of Winnemucca, and the Tri-County Fair that may include, but not limited to, workers compensation insurance, health and safety, taxes, fire, construction, and utilities.

I. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto.

J. The decision of the Fair Management, on all matters not covered in these conditions, must be accepted as final.

K. This agreement is not binding upon the Tri-County Fair until it has been duly accepted and signed by authorized Fair Management.

RULES OF CONDUCT:

All Exhibitors are expected to conduct themselves in a professional manner, according to the rules of this agreement. Any unruly conduct, refusal to follow rules, or use of foul language to Fair patrons or personnel will be considered grounds for expulsion. No refunds.

All booths must be installed and ready for business no later than **3 p.m. Friday, September 3, 2010**. Vehicles will be permitted in the area during set-up of booths for unloading only. Please see the enclosed map for vendor parking area. No vehicles will be allowed in the area while the Fair is open to the public. (Including RV's) All Exhibitors must report to Fair Management to verify space assignments prior to set-up.

PRODUCT INFORMATION:

It is expressly understood that the Exhibitor, his agents or employees, are prohibited from holding drawings, games of chance, or from distributing, selling or displaying products, except for those listed in the Exhibitor Agreement and approved by Fair Management.

LITERATURE:

All literature that is to be distributed or displayed must be approved in advance by Fair Management.

DRAWINGS:

Free drawings that have been approved by Fair Management and which comply with all applicable Federal, State and Local statutes and ordinances will be permitted. All drawings must be registered with Fair Management prior to confirming the Exhibitor Agreement. The names and addresses of winner's must be filed with the Fair office within three (3) days of the Fair's dosing date.

EXHIBIT MOVE-IN:

Exhibitors may move in to set up their exhibits/booths during the following times:

Thursday, September 2 8:00 a.m. - 5:00 p.m.
Friday, September 3 8:00 a.m. - 3:00 p.m.

SHOW HOURS

Friday, September 3 — 3:00 p.m. - 10:00 p.m.
Saturday, September 4 — 10:00 a.m. - 10:00 p.m.
Sunday, September 5 — 10:00 a.m. - 9:00 p.m.

BOOTH FURNISHINGS:

One (1) table and two (2) chairs will be provided with each indoor exhibit space. Outdoor exhibitors must supply their own booth materials and supplies, such as tables, chairs, decorations, shade top, display cases, etc. Additional tables and chairs if available, may be rented at \$10 per table and \$3.00 per chair.

ELECTRICAL:

Each Exhibitor booth is supplied with one 110V 15 amp outlet. Any other outlets required by Exhibitor for lights, heating, or power may be subject to availability and additional fees.

EXHIBIT CLEAN-UP:

At the end of each day during the Fair, each Exhibitor is responsible for the clean-up of his/her exhibit area.

EXHIBIT REMOVAL:

All booths must remain open Sunday until the Fair has officially closed. Failure to do so may result in the rejection of future applications. The following are the dates and time the building will be open for removal of vendor's merchandise and contents of booth. Booths may be removed Sunday, September 5, 2010 from 9pm to 11pm or Tuesday 8am to 5pm.

During dismantling, Exhibitor will be expected to remove all trash and debris from their exhibit area and place it in trash containers provided by the Fair. Any articles or materials not removed from the grounds by 5:00 p.m. on **September 7, 2010** will become the sole property of the Fair. Fair reserves the right to dispose of such property in any manner it may deem in the best interests of the Fair.

HOLD HARMLESS:

The Exhibitor agrees to indemnify and hold harmless Humboldt County, the Tri-County Fair, their officers, agents and employees from any and all claims, causes of action and suits occurring or resulting from any damage, injury, or loss to any person or persons including, but not limited to, persons to whom the Exhibitor may be liable under any Worker's Compensation Law and the Exhibitor himself and from any loss, damage, cause of action, claims or suits for damages, including, but not limited to, loss of property, goods, wares, or merchandise, caused by, arising out of, or in any way connected with the exercise by the Exhibitor of the privileges granted herein.

In the event the Exhibitor fails to comply in any respect with the terms of this agreement, all payments for the exhibit space shall be deemed earned and non-refundable by the Fair and the Fair shall have the right to occupy the space in any manner in the best interest of the Fair without further notice to the Exhibitor.

Tri-County Fair will not be responsible for the safety of exhibits against theft, fire, robbery, accident, or any other destructive cause, or for any injury that may arise to the public in the leased area, or to the Exhibitors or their employees while on the Fairgrounds.

PROHIBITED ITEMS:

Vendors are prohibited from selling items deemed hazardous or contrary to the spirit of the event. The following lists some prohibited items but shall not constitute all prohibited items. Please check with event management if you wish to sell any questionable items.

Silly string or any brand of canned projectile, any device designed to spray water, water balloons, any item which is designed to explode or smoke, any item described as a weapon and illegal to manufacture in NRS 202.350 or any scale facsimile thereof, any item described as drug paraphernalia in NRS 453.556 or any facsimile thereof..