



**Concessionaire  
Guide and Contract**



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## CONCESSIONAIRE GUIDE & CONTRACT

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Hello,

### **IMPORTANT NOTE**

**You may fill out an application to be a Concessionaire at the Michigan State Fair, but this does not guarantee your acceptance. You have to be accepted by management in order to be in the fair. We have a step-by-step process in order for any Concessionaire to participate.**

**Once your application has been submitted, management will review the application and then accept or decline based on the information provided. You will receive notification 1-3 days after submitting, if you have been accepted, then you may submit the proper documents needed to participate. Once all documents have been reviewed and payment has been received, a final acceptance "all complete" notification will be sent to you regarding your space at the fair.**

**Concessionaire space locations will not be sent out until 2 weeks before the Fair.**

### **DATES:**

Thursday, September 1<sup>st</sup> - 11:00am - 10:00pm  
Friday, September 2<sup>nd</sup> - 11:00am - 10:00pm  
Saturday, September 3<sup>rd</sup> - 10:00am - 10:00pm  
Sunday, September 4<sup>th</sup> - 10:00am - 10:00pm  
Monday, September 5<sup>th</sup> - 10:00am - 9:00pm

### **LOCATION:**

Suburban Collection Showplace  
46100 Grand River Avenue  
Novi, Michigan 48374  
Phone: 248.348.5600  
Fax: 248.347.7720  
[www.SuburbanCollectionShowplace.com](http://www.SuburbanCollectionShowplace.com)

### **PROMOTIONS:**

The Michigan State Fair has brochures, posters, flyers and email blast content available for you to distribute to your client base. Please contact our offices to request these materials.

### **INSPECTION:**

The Suburban Collection Showplace reserves the right to inspect all cartons, packages, containers or coolers brought in or out of the facility at any time.

**SPACE REQUIREMENTS:** ONLY CONCESSIONAIRES WITH MI FIRE SUPPRESSION SYSTEM WILL BE ACCEPTED. Each vendor who submits all of the information listed, has no outstanding food and beverage service-related violations from any permits issuing authority and is determined to be responsible will be qualified to be placed on a list of outdoor event food service vendors maintained by the Fair. Each **approved** vendor will be allowed to provide temporary food and beverage service at the Michigan State Fair for the duration of the Fair. Once accepted into the Michigan State Fair, the vendor will be required to pay the initial deposit of \$1,000 for space, plus the eligible vendor pay a commission to the Fair of twenty-five percent (25%) of gross receipts arising from the sale of all food, including non-alcoholic beverages and water after applicable states tax. These receipts need to be turned in Monday, September 5<sup>th</sup> after the completion of the Fair. Vendors are NOT permitted to sell alcohol at the Michigan State Fair. **On Monday, September 5<sup>th</sup> immediately following the closing of the Fair, you MUST meet with our Vendor Manager to turn in your 25% Gross profits. This MUST occur on Monday, September 5<sup>th</sup> you may not leave the premises before doing so. You will be provided a “settle up sheet” and must include proof of a summary sheet from your register.**

**Pepsi products including water/sports drinks/isometrics are required to be sold in your unit, if you need to switch over the lines, please call Pepsi service at 1-800-883-3508.**

Please note, Food and Beverage booth electricity will not be turned on until Wednesday, August 31<sup>st</sup> at noon.

### **FOOD AND BEVERAGE VENDORS MUST:**

- Provide Two Garbage Cans that the fair will monitor and empty throughout the weekend
- Clean up of boxes around area and toss in nearby dumpsters

### **CHARITY SNEAK PEAK**

On Wednesday, August 31<sup>st</sup>, we will be having a Charity Sneak Peak Night and Press Preview Night. The Fair will be opened for select members of the public and media to come and enjoy the Michigan State Fair before the official opening. We are requesting that your food trailer be manned, as you will be able to sell to the patrons that will be here.

### **LABOR:**

Vendors shall provide their own labor to set up, unload and dismantle. Vendors must also provide their own dollies and carts to do so. Additional labor can be hired through ArtCraft by calling (248) 380-0843. Forklift and banner hanging can also be done but you will need to hire labor by calling ArtCraft.

### **SALES TAX:**

The Michigan State Fair does not collect taxes on behalf of the State of Michigan and it is the Vendor's responsibility to understand all tax regulations as it applies to them. Show Management is not allowed to answer questions about taxes for Vendors. To apply for a

State Tax Identification number for sales tax on merchandise sold, collecting, and remitting at your booth, contact the Department of Treasury, Treasury Building, Lansing, MI 48922 or call 517-373-3200. You can also find more information at [www.michigan.gov/taxes/](http://www.michigan.gov/taxes/).

**BoCo ENTERPRISES – UTILITIES & ELECTRICAL:**

**Electrical Connection Charges are not included in rental rates.** Please fill out the electrical form and mail it in with your contract. Please note that electrical payments are made out to BoCo Enterprises. BoCo Enterprises is the exclusive provider of all utilities for the Michigan State Fair.

**ELECTRICAL:**

Vendors must follow these electrical rules:

1. No cords allowed on the ground in foot traffic areas or under carpet
2. Cords without a ground are not permitted
3. All cords must have 3 prongs and may not be damaged
4. Fusible cord strips must be used in any multi plug situation
5. No cube taps are allowed
6. Any display that uses water must have a G.F.I.

Please contact our Utilities Manager, Terri Freytag, with any further questions you may have at 248-348-5600 ext. 205 or [tfreytag@suburbanshowplace.com](mailto:tfreytag@suburbanshowplace.com).

We have stricter electrical requirements that need to be followed. The Fire Marshall does come around at the start of the fair and checks every booth & trailer to ensure that these are followed. Please look over this information below so that you can make sure that your booth is up to fire code. We will have to charge if we need to come around and fix your electrical set up due to the Fire Marshall concerns.

Per the rules, here are the electrical requirements:

These types of electrical extension cords below are NOT allowed. All extension cords MUST have 3 prongs. **\*\*Multi-plug cords can only be used if they have a fused breaker\*\***



Outdoor rated extension cords are a good way to determine if a cord is acceptable. Also, computer type power strips are recommended and encouraged to plug many items into the end of the extension cords.



### ***CLEANING:***

The cleaning personnel will remove all basic trash. It is the vendors responsibility to break down boxes and bring them to the dumpster during the event, before show opening and after show closing. Our personnel will empty trash containers and small trash cans placed in the aisles by Vendors during the non-open hour cleaning. It is the responsibility of the Vendor to mark any cartons, literature, and similar items they wish to save. The Suburban Collection Showplace and the Michigan State Fair are not responsible for removing unmarked materials as trash. BOCO Enterprises, INC is the exclusive contractor for all cleaning services at the Suburban Collection Showplace. For your convenience, we are offering an individual booth cleaning service for the fair. This is an optional service that you may purchase via the BOCO Enterprises, INC form within this packet.

### ***CLEANLINESS:***

We take the appearance of our buildings and grounds seriously at the Michigan State Fair, and to keep our facility in top shape we must have your cooperation. All Vendors/Exhibitors/Concessionaires are responsible for keeping their booth and area immediately adjacent to them clean and trash free, this includes BOXES. Each night immediately after closing, each trailer/truck and area surrounding should be thoroughly cleaned. For your convenience, trash may be swept into the aisles or left on the roadway for pickup by the night cleanup crews. Empty boxes must be collapsed. For security reasons, cleanup crews are not permitted to enter or clean the inside of any booth, concession, ride, or game; this is your responsibility.

If an exhibit or concession requires cleanup (other than at night after closing), the persons manning the booth are responsible for cleaning and placing the trash directly into available trash receptacles. All waste water will be disposed of properly by using a holding tank.

### ***HELIUM:***

The Suburban Collection Showplace does not allow helium tanks within the building or on the premises. Vendors cannot have helium balloons to decorate their booth or hand out to attendees.

### ***FLIES:***

Please note that due to the unique situation of having everyone and everything under one roof including the animal exhibits that there will be flies. The flies will in certain instances leave specking on merchandise and in rare circumstances can cause damage. Please be aware and take preventive actions and precautions to protect your merchandise and equipment as we will not be responsible for any damage caused.

### ***VENDOR PARKING:***

Parking is FREE and lots are available on a first come-first served basis. A limited amount of trailer parking is also available. All Vendor vehicles must have the proper parking pass prominently displayed at all times when accessing the parking lot. All vehicles must be parked in legitimate, clearly marked standard parking spaces. Parking in fire lanes, in front of marked exits, on islands, or any other non-paved areas will not be permitted at any time. The Suburban Collection Showplace reserves the right to tow, at owner's expense, any vehicle improperly parked on its site without prior notification. No overnight parking of any vehicle, truck, trailer etc. will be allowed without proper authorization. **There is absolutely NO PARKING behind the Suburban Collection Showplace Exposition Hall.**

### **VENDOR BADGES:**

Vendor badges will be available for pickup during move-in/check-in at Michigan State Fair. Each Food Vendor will receive 4 Vendor badges per trailer. Notify Management in advance for special requirements. Additional badges may be purchased for \$15 each.

Vendors must wear their badge at all times to have unlimited access to the fair grounds and any access to rear/load-in entrances of the facility. Vendor badges do not allow access to the Shrine Circus or any of the Midway Rides. Security will not allow individuals without the proper credentials to enter through the rear of the facility.

Vendor badges will **NOT** allow you to ride any Carnival Rides or go to the Circus, but you may purchase a daily Ultimate Admission that will allow you to ride the rides and see the circus. This \$30 Vendor Discounted Ultimate Admission is available for purchase at the Hall B show office, we need to see your Vendor Badge in order to purchase.

### **NOISE:**

Please note that this is a fair. It will be loud surrounding your booth depending on your location and/or the surrounding activities. Thank you for your understanding but please make note of this when signing up for a booth.

### **SOUND USE:**

Amplified sound is not permitted from a concession or exhibit area unless advance written permission is granted by the Fair Authority. If sound is allowed, it must be of such a nature as not to cause annoyance to other Vendors/Exhibitors/Concessionaires. A second warning will result in removal of the sound apparatus from the exhibit or termination of the license agreement.

### **SIGNS & TAPE:**

All signage used by exhibitors must be professionally made. This includes the required company and / or organization booth identification signs. Handwritten signs, of any type, are NOT allowed. All signs and banners must be hung only by authorized personnel unless hung within booth space and display guidelines. At no time will Vendors be allowed to adhere anything to the walls or columns. Vendors will be strictly prohibited from using any unauthorized style of tape or adhesive substance within the facility, including the "show floor". Absolutely no tape will be allowed on the walls & columns, and only the specific, acceptable types are allowed on the floors. **Duct tape, plastic double-sided tape, and masking tape are strictly prohibited!** Only cloth backed, carpet tape will be allowed. Proper tape can be purchased from the service desk.

Any damage caused by the use of unauthorized adhesive substances will be billed to the one who has caused the damage.

### **FLAMMABLES:**

Vendors are prohibited from bringing in flammable advertising/decorating materials to the facility. All such material to be used for decorative or advertising purposes must first be treated with a flame-retardant, and such use shall be in accordance with all applicable federal, state, and municipal fire and safety rules and regulations. All flammable liquids and gases are prohibited without prior written consent from the Suburban Collection Showplace.

### ***GOLF CARTS AND SIMILAR VEHICLES:***

Only carts with permits will be allowed to operate on the grounds and shall comply with the following:

- a) Permit and number must be prominently displayed.
- b) Golf carts shall be operated by responsible licensed driver at safe, reasonable speeds.
- c) All carts, including first aid, shall cease operation on all main walk areas, unless responding to an injury, when these areas become overly crowded

**Carts of violators may be impounded for the duration of the Fair and future contracts or privileges will be placed in jeopardy.**

### ***VEHICLES ON DISPLAY:***

Vendors who will have a display vehicle within their booth must adhere to the following:

1. Disconnected battery
2. Locked or taped gas cap
3. Must be a RAM brand
  - If any other Automobile brand is desired to be showcased, it must have prior written approval from Fair Management

### ***SECURITY:***

It is to the benefit of the Vendors/Exhibitors/Concessionaires to have their booths properly manned. Security in the booths is the responsibility of the Vendors/Exhibitors/Concessionaire. The Fair Authority will in no way be responsible for the property of the Vendors/Exhibitors/Concessionaire. Valuable merchandise should be secured at night under lock and key or removed to a safe location by the Vendors/Exhibitors/Concessionaires. Vendors/Exhibitors/Concessionaires may want to purchase insurance against loss or damage. We will have Security on-site throughout the entire duration of the Fair. However, the Michigan State Fair is not liable for items stolen or taken from your booth space.

### ***OIL & GREASE DISPOSAL:***

The Vendor is responsible for the removal of all oil, grease, liquids and hazardous materials. The removal and disposal must be in accordance with all city, state and federal regulations. Vendors may request large trash containers in their booth on an individual basis only and will be met as Suburban Collection Showplace's inventory permits.

### ***GRAY WATER DISPOSAL:***

The Michigan State Fair does not have a designated area for the dumping of gray water. The Food vendor is responsible for coordinating with our septic provider the dumping of their gray water; you may contact United Rentals at (248)847-5148 to coordinate dumping, or The Food vendor may bring a holding tank to store their gray water for the duration of the fair and the food vendor is responsible for coordinating the disposal with United Rentals.

### ***FOOD & BEVERAGE:***

**Outside Food & Beverage is NOT allowed within The Suburban Collection Showplace at any time with the SINGLE EXCEPTION of move-in hours.**

**Outside alcohol is strictly prohibited from the Fairgrounds, includes all indoor and outdoor areas.**

There are a variety of food options within the vicinity of Suburban Collection Showplace that are available during move-in hours. Concessions will be open during all active event areas. This event will be serving alcohol during active event hours. Food Vendors must serve Pepsi products; contact us to switch your products to Pepsi. Ice is available for purchase on site.

Vendors will be allowed to bring a sandwich in a brown paper bag or inside of a small (personal size) insulated lunch bag or lunch box sized "cooler." The lunch box sized coolers will be checked for alcohol, and all other sized coolers are not permitted. Our current policies do not allow vendors to bring food into the facility from fast food restaurants such as pizzas, hamburgers or sandwiches for more than one person. When concessions are closed during non-active fair hours and during move-in days, vendors may bring in food for their employees, however, no outside food or food deliveries will be allowed 2 hours prior to the start of the fair.

***DEPARTMENT OF AGRICULTURE REQUIREMENTS:***

Any vendor who offers for sale food or beverage in any form must be either a Michigan Cottage Food Vendor, or must be licensed through the Michigan Department of Agriculture (MDARD) or the Oakland County Health Department (OCHD). Most State Fair Food Vendors will need to be licensed through MDARD. For information whether your business falls under the Michigan Cottage Food Law visit this website: MDARD - Michigan Cottage Foods Information. For licensed vendors who operate at a different location, please bring your license for review by an MDARD Inspector who will be onsite during the fair. For all other vendors you will need to be licensed with a MDARD temporary Fair License. Vendors who pre-pay the license fee may do so by completing a fair license application. Instructions for completing the application are available on the following website: MDARD - Licensing Portal System ([michigan.gov](http://michigan.gov)). Vendors who do not pre-pay will be subject to double the normal licensing fee. This fee will be collected by an MDARD Inspector onsite during the fair. Any licensed establishments will not need to pay for an additional fair license and will operate as an extension of their existing license unless they are performing extensive food operations onsite (food processing, for example). For any related questions contact State Inspector Zeke Vela at 248-388-3890 or [velaz@michigan.gov](mailto:velaz@michigan.gov).

Food Safety Requirements that will be reviewed by an MDARD Inspector (among others):

1. If there will be any handling of exposed food or beverages, a conveniently located supplied hand sink must be accessible. For vendors who will be preparing samples at their booth this means you will need a hand sink to use. If there is no hand sink available nearby you may setup a portable hand sink at your booth (igloo water container, bucket, & handwash supplies). Any vendor who is handling exposed food or beverage and does not have access to a hand sink will have their exposed food operations suspended by an MDARD Inspector.
2. Samples must be covered and be protected from consumer contamination (sneezing, coughing, touching, etc.) by whatever means.
3. Single-service equipment and utensils is preferred. Non-dispensable equipment may be used, but must be able to be washed, rinsed, and sanitized, at the appropriate time/temperature parameters. Ensure the use of gloves when handling exposed food and



beverages and don appropriate personal protective equipment (hairnets, aprons, etc.) as needed.

4. All coolers and/or hot holding units will need to be affixed with an air thermometer to ensure temperature in the cooler. For temperature held food or beverage products, please also bring an internally probing food thermometer to ensure adequate temperature.

5. Food trucks and other applicable vendors will be need to be outfitted with adequate water drainage, backflow prevention, and hot water capacity.

All food product and sampling items need to be stored in your booth space, please allocate enough space to ensure the storage of your products. Our fair is too large to offer extra space for storage of products or items within the facility outside of your booth space, if you need additional space, please bring a stock truck and let us know in advance.

#### **FOOD VENDOR - CONCESSIONAIRE PRICES:**

All prices must be posted and in easy view of the customer. Food concessionaires agree not to sell any food items, which are not listed in the Concession Space License Agreement. The Fair Authority reserves the right to set prices and sizes on certain food and beverage items. No handmade signs are allowed.

#### **FOOD VENDOR MOVE-IN HOURS:**

Tuesday, August 30<sup>th</sup>, 1:00pm – 7:00pm

Please check in at the Vendor Check in Desk and we will show you your location.

\*Special accommodations to move in after on Wednesday will be evaluated on a case-by-case basis and must be arranged **four days** in advance by calling 248-348-6942.

**Please Note-Outside Power will not be turned on until Wednesday morning on the midway but we will do our best to accommodate electricity for stock trucks/trailers arriving Tuesday.**

#### **MOVE-OUT HOURS:**

Monday, September 5<sup>th</sup>: 9:00pm – 12:00am

All vendors must be moved out completely on Monday, September 5<sup>th</sup> by 12:00am. Please be patient with move out, your cooperation will help this process run smoothly.

#### **HOTEL ACCOMMODATIONS:**

Attached to this packet are hotel information and a discount to the Hyatt Place Detroit-Novi which is attached to the Suburban Collection Showplace. **Discounted Rates Available.** Please contact Shamin Sanders: 248-513-3532 to take advantage of this discounted rate.

*Rate does not include state and local taxes, currently 9.5%. Per State of Michigan Tax guidelines, in order to be Tax Exempt, the room must be paid for by the exempt entity, (i.e. County or School). State of Michigan Tax Exempt form must be presented with the payment.*

See website [www.novi.hyattplace.com](http://www.novi.hyattplace.com)

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## MICHIGAN STATE FAIR EXHIBITOR RULES & REGULATIONS CONTRACT

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### **MUST SERVE PEPSI FAMIL PRODUCTS INCLUDING SOFT DRINKS, TEA, WATER, ISOMETRICS, AND ENERGY DRINKS**

1. Exhibit Space. You, as Exhibitor, shall be assigned a designated Exhibit Space within the Michigan State Fair (hereinafter, "State Fair") at the Suburban Collection Showplace, operated by BoCo Enterprises, Inc. and owned by TBON, LLC (hereinafter, collectively, "Sponsors"). At all times Exhibitor must conform to the size and space of their assigned space. No exhibit shall be of such character or arrangement as to obstruct the view or interfere with the exhibits of other Exhibitors and shall never extend into any aisles. No exhibit shall exceed eight (8) feet in height without express written consent of the Michigan State Fair Show Management (hereinafter, "Show Management"). Nor shall any part of any exhibit or any signs used by Exhibitor within their assigned space shall be posted, nailed, or otherwise attached to the walls, doors, windows, or other surfaces of the Suburban Collection Showplace (hereinafter, "The Facility"). Interviews, demonstrations, distributions of literature, and any other marketing activities must occur within the Exhibit Space. If video or audio are used in the booth, volume levels must be kept at a level that does not interfere with other Exhibitor's Exhibit Space.
2. Deposits. All deposit money for Exhibit Space will be retained if the Exhibitor fails to fulfill, violates, or cancels Exhibit Space.
3. Payment. All charges for your Exhibit Space shall be paid in full with US dollars by the date specified in the Michigan State Fair Exhibitor Contract. You agree that the State Fair, Sponsors, and their agents, representatives, cannot guarantee by your exhibiting at the State Fair any financial gain to you or your organization, nor can they guarantee attendance at the State Fair. **On Monday, September 5<sup>th</sup> immediately following the closing of the Fair, you MUST meet with our Vendor Manager to turn in your 25% Gross profits. This MUST occur on Monday, September 5<sup>th</sup> you may not leave the premises before doing so. You will be provided a "settle up sheet" and must include proof of a summary sheet from your register.**
4. Refunds; Liquidated Damages. No refunds will be made if Exhibit Space is unused or partially used. However, if Exhibitor gives Notice to Show Management that Exhibitor will not participate in the Michigan State Fair and would like to cancel its Exhibit Space more than ninety (90) days prior to the State Fair's occurrence, Show Management shall return any Payments made by Exhibitor. If Exhibitor gives Show Management Notice of its intent to cancel its Exhibit Space more than thirty (30) days, but less than or equal to sixty (60) days from the State Fair's occurrence, Show Management will return fifty percent (50%) of any Payments paid by Exhibitor for Exhibit Space. No refunds shall be given if Exhibitor cancels its Exhibit Space thirty (30) days or less from the State Fair.
5. Liability for Loss, Theft, Property Damage, or Personal Injury. Exhibitor hereby

waives any and all claims against Sponsors, Show Management, their employees, agents, or representatives, relating to any loss, theft, damage, or destruction to its property, and from any and all claims for personal injuries relating to its operation of Exhibit Space at the State Fair. It is recommended that Exhibitor take precautionary measures of their own to secure and safeguard property. Further, Exhibitor assumes entire responsibility, and hereby agrees to protect, defend, and hold harmless the Sponsors, State Fair, and Show Management, and their respective employees, agents, and representatives, against all claims, losses, and damages to persons or property, governmental charges or fines and attorneys' fees arising out of or in connection with Exhibitor's installation, removal, maintenance, or use of Exhibit Space. Exhibitor shall be held jointly and severally liable for any damage to Sponsors caused by Exhibitor, its employees, agents, or representatives.

6. Insurance. It is expressly acknowledged that Sponsors, State Fair, or Show Management, or their employees, agents, and representatives have not purchased insurance of any kind for the benefit of Exhibitor, nor is it under any obligation to do so. Exhibitor agrees to obtain the following insurance coverage during the State Fair and shall furnish a certificate of insurance if requested:
  - a. Comprehensive General Liability Insurance coverage including protective and contractual liability coverage with limits not less than \$250,000.00/\$500,000.00 for bodily injury and 50,000.00 property damage.
  - b. Employer's Liability Insurance with minimum limits of \$100,000.00 per accident.
  - c. Worker's Compensation Insurance coverage in full compliance with Federal and State laws.
  - d. Comprehensive General Automobile Liability Insurance covering owned, non-owned, and hired vehicles including loading/unloading hazards with bodily injury limits of \$250,000.00/\$500,000.00 and property damage limits of \$100,000.00.
  
7. Additional Insureds and Indemnities. See EXAMPLE CERTIFICATE COPY further within this packet for each and every of the above insurance policies, the following must be provided as Additional Insureds:
  - (a) BoCo Enterprises, Inc. (46100 Grand River Avenue, Novi, MI 48374)
  - (b) TBON, L.L.C. (46100 Grand River Avenue, Novi, MI 48374)
  - (c) Epoch Hospitality, LLC dba Epoch Catering. (46700 Grand River Ave, Novi, MI 48374)
  - (d) Suburban Marketing Group dba The Suburban Collection (1795 Maplelawn Drive, Troy, MI 48084)
  - (e) Avalon Hospitality Group (9555 Chesapeake Drive, Suite 202, San Diego, CA 92123)
  
8. Compliance with Facility Rules and Regulations. The Exhibitor agrees to abide by all rules and regulations of the Sponsors/Facility in which the State Fair takes place. All rules and regulations are on file in the general office of the building. **No "E-Z Up" tents are allowed in the Facility** without the express written permission of Show Management. Advertising materials or signs of entities or people, other than those who have engaged space with the State Fair, are prohibited. Exhibitors must be present at all active hours of the State Fair. All Exhibitors must wait to dismantle Exhibit Spaces until show closing. **SHOW MANAGEMENT WILL APPRECIATE BEING INFORMED OF ANY INFRACTION OF THIS RULE.**

- 9. Exhibit Space Equipment.** Exhibitors are responsible for providing all equipment necessary for their Exhibit Space. Motion picture projectors and other equipment must conform to state and city fire regulations. Electrical wiring must conform with state and local fire codes. Loud speakers, radios, television sets, or the operation of any machinery or equipment shall be subject to Show Management's discretion. Tables or platforms on which any monitor or equipment is placed cannot exceed a height of 42 inches. All display décor shall be fire retardant before entering into the Exhibit Space.
- 10. Expulsion and Right of Refusal.** Show Management and/or Sponsors have the right to refuse an Exhibitor on the grounds of non-compatibility with the event, the absolute right to select whom may exhibit, and the absolute right to regain possession of any Exhibit Space for any reason whatsoever. Unethical conduct, uncooperative behavior, infraction or rules, sexually oriented material, or safety hazards deemed potentially dangerous to persons or property shall subject the Exhibitor to dismissal from the State Fair. No refunds shall be given in the event of dismissal for a violation of any rules and regulations. Only registered exhibitors will be admitted to the State Fair. All agents and representatives of Exhibitor must register with Show Management.
- 11. Floor Plan; Event Times.** Sponsors and Show Management have the right to change the time and floor plan of the State Fair. Exhibitor must be present during all active hours of the fair, this includes the day before the opening of the fair, our VIP Reception & Charity Preview through Monday.
- 12. Subletting of Space.** Exhibitor shall not assign, sublet, or apportion the whole or any part of its assigned Exhibit Space. Nor shall Exhibitor allow any other organization or person within their own Exhibit Space without the written consent from Show Management. Exhibitor shall not assign or transferred its rights or privileges under this contract.
- 13. Legal Compliance.** All exhibitors are required to comply with any and all federal, state, and local laws, rules, and regulations and to obtain any applicable licenses or permits (including, but not limited to, sales tax, raffles, etc.). Exhibitor is hereby charged with knowledge of all such laws, ordinances, and regulations pertaining to health, fire prevention, and public safety, while participating in the State Fair and agrees to comply with said laws.
- 14. Intellectual Property.** Exhibitor agrees to pay when due any and all royalties, license fees, or other charges accruing or becoming due all royalties, license fees, or other charges accruing or becoming due to anyone by reason of any music, either live or recorded, or other entertainment of any kind or nature, played staged or produced by the Exhibitor, its agents, employees, or representatives, within the Exhibit Space. Exhibitor shall assume all costs and expenses arising from the use of patented, trademarked, or copyrighted material, equipment, devices, processes, or dramatic rights, used during or incorporated during the State Fair by Exhibitor, and agrees to protect, indemnify, defend, and hold harmless, Sponsors, Show Management, and their respective agents, representatives, and assigns, from any damages, costs, or expenses relating to Exhibitor's activities at the State Fair. Exhibitor authorizes

Show Management to use Exhibitor's name and/or likeness to promote the State Fair and to solicit other exhibitors for the State Fair and future events.

15. Force Majeure. Sponsors and/or Show Management, their agents, or representatives shall not be liable for the fulfillment of this contract as to delivery of Exhibit Space if non-delivery is due to any of the following causes: by reason of Sponsors/Facility being destroyed or damaged as to reasonably not be usable for the State Fair, acts of God, strikes, authority of law, or for any other reason beyond Sponsors or Show Managements control.
16. Official Trade Show Services Contractor. Sponsors and Show Management will make available to Exhibitor an official Trade Show Services Contractor for the purpose of providing utilities, furnishings, accessories, tables, draperies, signs, models, labor for erecting and dismantling exhibits, etc. Exhibitor may not employ any other contractor for these services without prior written permission from Show Management. It is expressly understood that such Trade Show Services Contractor is not the agent or employee of Sponsors, Show Management, or State Fair and that none of the aforementioned shall be liable to Exhibitor or any other person for the acts or omissions of the Trade Show Services Contractor.
17. Disputes. Exhibitor agrees that Show Management has, and consents to, Show Management's authority to settle all disputes regarding issues not covered by this contract. All such disputes shall be brought to Show Management's attention immediately. Exhibitor agrees to abide by Show Management's resolution of said issue.
18. Joint and Several Liability. Exhibitor, its agents, or representatives shall be held jointly, collectively and individually responsible for any and all debts incurred for all Payments, exhibit costs, fees, or charges, due under this Contract.
19. Conduct of Vendors/Exhibitors/Concessionaires. Each Lessee is expected to deal honestly and fairly with the public and any attempted fraud, deception or misrepresentation will be considered sufficient cause for revoking the Vendors/Exhibitors/Concessionaire contract.

**Negative attitudes, excessive unfounded complaining, etc. are not welcome and will not be tolerated.**

**NO Drinking alcoholic beverages in concession, games, and/or rides are permitted.**

**NO Smoking in Vendors/Exhibitors/Concessionaire booths or trailers.**

**Your booth or outdoor space should be properly manned at all times during exhibit hours. An unoccupied booth has very little value to you or to our patrons and pilferage may occur when booths are not manned.**

All Vendors/Exhibitors/Concessionaires must confine activities to within the limits of the space allotted to them. Sales people and demonstrators are prohibited from operating in the aisles/walkways and from extending their activities into the aisles/walkways. Violations may result in immediate termination of contract.

Hawking; distributing hand bills or other materials; posting or tacking advertisement bills, cards, etc., is strictly prohibited anywhere on the Fairgrounds complex, except within the confines of the Vendors/Exhibitors/Concessionaires own space. Painting; drilling of walls and/or floors; or making permanent installations to Fair property will not be allowed.

Vendors/Exhibitors/Concessionaires may advertise or distribute **approved** products or literature only from within their own exhibit space. **They may promote their own product or activity but may not discredit others.** Oral and visual advertising, solicitation and distributed materials must be in good taste, must be neutral or positive and may not be defamatory, promiscuous, pornographic, obscene, profane or vulgar.

No roving Vendors or roving solicitor (acting either for a profit, or nonprofit organization, or on his own behalf) shall be permitted to operate anywhere on the Fairgrounds. All solicitation for contributions or sales must be made within the confines of the person's own (or his organization's) booth or contracted space. No Vendors or solicitor will be permitted to engage in deliberate touching of un-consenting persons.

Solicitation of donations by Vendors/Exhibitors/Concessionaires from their booth is prohibited, unless specifically authorized in writing in the license agreement.

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Thank you for applying to be a Vendor at the Michigan State Fair. We look forward to working in partnership with you to create the best State Fair experience in the country.

***\*\*Please note\*\* We DO NOT offer item and category exclusivity unless you are a Major Sponsor of the Fair. These opportunities are offered by the Fair Executive Director. If you are a Face Painter, Caricature Artist or if you sell Novelty Products, Fair Authority will do their best to accept only two within our interior exhibition hall and two within our exterior fairgrounds. This is not guaranteed but will be monitored. When applying please know there may be other vendors selling similar or the same items/products. The Fair is not held responsible and this will be YOUR choice as a vendor choosing to apply anyway. \*\****

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Please sign below to indicate you have read and agree to all of the terms and conditions stated in this contract.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**INSURANCE:**

All Vendors must provide a public liability policy certificate with a minimum single limit \$1,000,000 bodily injury and property damage with the Michigan State Fair as the certificate holder. BoCo Enterprises, Inc., TBON, L.L.C., Epoch Hospitality, LLC dba Epoch Catering, Suburban Marketing Group dba The Suburban Collection, Avalon Hospitality Group add its agents and its employees named as additional insured. **We will need a copy of this before move in. You will not be allowed to move in if we do not have your insurance on file.**

**ACORD** **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 AFFIRM OR DENY IN ANY MANNER 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).

|          |  |
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| PRODUCER | CONTACT NAME:<br>PHONE (Area No., Ext):<br>FAX (Area No.):<br>E-MAIL ADDRESS:<br>ADDRESS:<br>INSURER(S) AFFORDING COVERAGE<br>NAIC #<br>INSURER A :<br>INSURER B :<br>INSURER C :<br>INSURER D :<br>INSURER E :<br>INSURER F : |
|----------|--|

**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.

| DESC. LTR | TYPE OF INSURANCE  | ADDRESS (RES. / WVD) | POLICY NUMBER    | POLICY EFF. (MM/DD/YYYY) | POLICY EXP. (MM/DD/YYYY) | LIMITS  |
|-----------|--|----------------------|------------------|--------------------------|--------------------------|---|
|           | GENERAL LIABILITY<br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJ. <input type="checkbox"/> SJECT <input type="checkbox"/> LOC |                      |                  |                          |                          | EACH OCCURRENCE \$ 250,000<br>DAMAGE TO RENTED PREMISES (If a occurrence) \$ 100,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 250,000<br>GENERAL AGGREGATE \$ 500,000<br>PRODUCTS - COMP/OP AGG \$<br>\$ |
|           | AUTOMOBILE LIABILITY<br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS  |                      |                  |                          |                          | COMBINED SINGLE LIMIT (If a accident) \$<br>BODILY INJURY (Per person) \$ 250,000<br>BODILY INJURY (Per accident) \$ 500,000<br>PROPERTY DAMAGE (If an accident) \$ 50,000<br>\$  |
|           | UMBRELLA LIAB<br>EXCESS LIAB<br><input type="checkbox"/> OCCUR<br><input type="checkbox"/> CLAIMS-MADE<br>DED. RETENTION \$  |                      |                  |                          |                          | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$  |
|           | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in MI)<br>If yes describe and/or DESCRIPTION OF OPERATIONS below   |                      | Statutory Policy |                          |                          | INC. STATU- BODILY LIMITS \$<br>OTH- SER \$<br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$   |

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

REGARDING THE MICHIGAN STATE FAIR ON (DATES)  
 BOCO ENTERPRISES, INC., TBON, L.L.C., EPOCH HOSPITALITY, LLC DBA EPOCH CATERING, SUBURBAN MARKETING GROUP DBA THE SUBURBAN COLLECTION, AVALON HOSPITALITY GROUP ITS AGENTS AND EMPLOYEES HAVE BEEN NAMED AS ADDITIONAL INSURED IN RESPECTS THE LIABILITY OF THE NAME INSURED. THE CERTIFICATE HOLDER IS INCLUDED AS ADDITIONAL INSURED OF GENERAL LIABILITY, WAIVER OF SUBROGATION, (PRIMARY AND NON-CONTRIBUTORY WORDING) IS INCLUDED.

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| <b>CERTIFICATE HOLDER</b><br><br>Michigan State Fair A Private Entity, LLC<br>46100 Grand River Ave.<br>Novi, MI 48374 | <b>CANCELLATION</b><br><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE |
|--|--|

EXAMPLE