

2025 Outdoor Food Concessionaire Vendor Rules & Regulations Guide & Contract

Dear Vendor,

Welcome to the Michigan State Fair and your official Vendor Rules & Regulations Guide and your official Contract, created to help ensure your success at the Fair. This guide includes all the essential information you need, such as rules, regulations, and insurance requirements. Any questions you may have—whether about setup times, vendor space, or operational guidelines—are likely covered within this packet. Please refer to this packet.

Marketing is a crucial component of a successful event, and we're here to help. We have a comprehensive promotional campaign that spans radio, digital ads, television, online platforms, social media, and more. You're also encouraged to help promote the event! Simply share our social media pages with your audience to let them know where to find you:

Facebook: Michigan State Fair

• Instagram: <u>@MichiganStateFair</u>

TikTok: <u>@michiganstatefair</u>

We appreciate your partnership and look forward to seeing you at the event. If you have any further questions or need assistance, don't hesitate to reach out!

Jackie McMahon



46100 Grand River Avenue Novi, Michigan 48374 (p) 248.348.5600 · (f) 248.347.7720 imcmahon@michiganstatefairllc.com www.Michiganstatefairllc.com

VENDOR RULES & REGULATIONS GUIDE & CONTRACT

You are welcome to submit an application to become a Food Vendor at the Michigan State Fair. However, submitting an application does not guarantee a booth space. Management will review all applications based on available space and specific requirements. If your application is accepted, you will receive a notification with further instructions. Please note that your booth space is not secured until full payment is received. Without payment, your booth is not secured.

Final Concessionaire booth locations will be assigned and sent out **two weeks prior** to the start of the Fair.

- All booth payments must be received by July 28, 2025. Payments submitted after this
 date will incur a \$50 late fee.
- New vendors submitting applications after July 28, 2025, will also be subject to a \$50 late application fee.
- For enhanced safety measures, the entire fairgrounds will be fully enclosed with fencing. Vendors must enter or re-enter through one of two designated re-entry points: the Main entrance or the Barn Entrance, located near the Carnival Area.
- Vendor booths must remain open for the entire duration of the Fair as per the hours listed below. Packing up early may result in not being invited back for future fairs.
- Cancellations:
 - o If canceled 90 days or more prior to the State Fair, a full refund will be provided, minus processing fees.
 - o If canceled 31 to 60 days prior to the State Fair, a 50% refund will be provided, minus processing fees.
 - O No refunds will be issued for cancellations made 30 days or less before the Fair.
 - o No refunds will be issued for unused or partially used exhibit space.
- Personal Vehicle Restrictions: Beginning Wednesday, August 27th, 2025, at 1:00pm, personal vehicles are prohibited on the fairgrounds, except in designated parking lots. Vehicles will not be allowed in the building or Carnival Area after this time. All unloading and restocking must be done using a cart or by hand.
- Restock Procedure: Outdoor vendors needing to restock their Exhibit Space must proceed to Gate 3 as shown on the attached Restock Map. Park in the designated Loading and Unloading area, and use your own cart or equipment if needed. After unloading, check in at the security checkpoint at Gate 3 with your exhibitor credentials, deliver items to your Exhibit Space, and promptly move your vehicle to one of the surrounding parking lots. No vehicles or motorized equipment will be permitted in the Carnival Area after the specified time.
- Stock Trailer Parking: Limited stock trailer parking is available within the fairgrounds. Please contact Fair Management to reserve a space.
- Power will not be turned on until Wednesday, August 27th at 12:00pm. Our electrical team will do their best to accommodate power needs for stock trucks/trailers arriving early.

FAIR LOCATION:

Suburban Collection Showplace

46100 Grand River Avenue Novi, Michigan 48374 Phone: 248.348.5600

www.SuburbanCollectionShowplace.com

FAIR DATES & HOURS:

Thursday, August 28th - 11:00am - 8:00pm Friday, August 29th - 11:00am - 8:00pm Saturday, August 30th - 10:00am - 8:00pm Sunday, August 31st - 10:00am - 8:00pm Monday, September 1st - 10:00am - 8:00pm

CHARITY PREVIEW NIGHT:

On Wednesday, August 27th, the Michigan State Fair will host a Charity Sneak Preview and Press Preview Night from 5:30pm to 9:30pm. During this special event, the vendor area and entire fairgrounds will be open to a select group of the public and media, offering them an exclusive opportunity to experience the fair before its official opening. We kindly request that you have your booth staffed, as this will be your chance to sell to the attendees. If you're unable to man your booth, it should remain open and uncovered, as we aim to present the best possible experience for the media.

IMPORTANT NOTE: Please refrain from leaving any valuables behind. If you choose not to staff your booth, the Michigan State Fair is not responsible for any lost, damaged, or stolen items.

PROMOTIONS:

The Michigan State Fair offers posters, flyers, and email blast content for you to share with your clients. Plus, we have exclusive coupon codes for discounted tickets! For more information on how to promote, please reach out to us at info@michiganstatefairllc.com.

SPACE REQUIREMENTS:

Exhibit space is contracted for the **entire duration** of the Michigan State Fair (6 days) on a per booth basis and may not be resold, leased, or reassigned to any other person, business, or organization without prior notification and approval from Fair Management.

Upon acceptance into the Michigan State Fair, vendors are required to pay an **initial deposit** of \$1,000 for booth space. This deposit will be deducted from the required 25% **Gross Sales Commission** payout, which is due on Monday, September 1st.

All vendors must complete their move-in by **1:00pm on Wednesday, August 27th**, unless prior approval has been granted by Fair Management. Failure to meet this deadline may result in the loss of your assigned booth space. If another vendor on-site requests a

location change, or if Fair Management needs to reassign spaces to accommodate timely vendors, such adjustments will be made as necessary.

Vendors arriving after 1:00pm on Wednesday, August 27th, who require assistance to adjust or fit into their space and are unable to do so independently, will be subject to a \$50 per hour labor fee.

Starting Wednesday, August 27th, and throughout the duration of the fair, all concessionaires are <u>required</u> to submit a <u>daily report</u> of their <u>gross sales</u> by 9:00pm each day. This report must include proof of sales from your POS system, covering all food items and beverages. Please note that we will not accept the settle-up sheet without the required sales report from your POS system this is <u>mandatory</u>. Failure to submit the required sales report to <u>imcmahon@michiganstatefairllc.com</u> or in person, by 9:00pm each day, may result in the loss of your operating privileges for the remainder of the fair. If you <u>do not</u> have a POS system or another method for tracking your sales, you may rent one of our in-house POS systems for a fee. This must be arranged in advance, prior to the fair, by contacting Fair Management.

At the conclusion of the fair on Monday, September 1st, all concessionaires are **required** to pay the **25% commission** based on their gross daily sales, less the \$1,000 deposit. Payment must be made when meeting with Fair Management at the designated "settle-up" location (refer to the map below). For your reference, the settle-up sheet is included in this packet. If you prefer to submit payment via check (which is greatly appreciated), please make the check payable to *Michigan State Fair*, *LLC*.

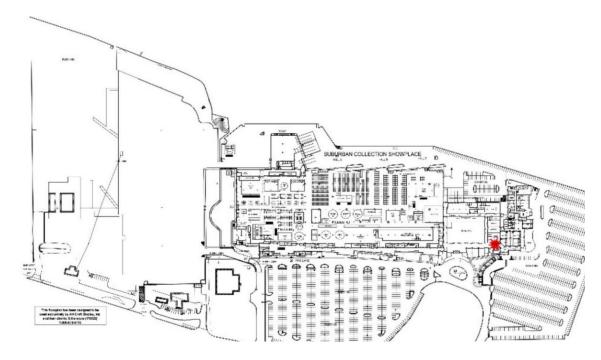
OTHER REQUIREMENTS:

- ONLY concessionaires with Michigan Fire Suppression Systems will be accepted.
- All prices must be clearly posted and easily visible to customers. Food concessionaires are prohibited from selling any items that are not listed and approved in their application.
- Fair Management reserves the right to establish prices and portion sizes for specific food and beverage items if deemed excessive in comparison to other vendors.
- Handmade price signs are strictly prohibited.
- Vendors must provide two garbage cans; the fair will monitor and empty them throughout the weekend. Vendors are asked to assist with emptying them as needed.
- Vendors must clean up boxes around their area and dispose of them in nearby dumpsters.
- Only Pepsi products, including water, sports drinks, and isotonic beverages, may
 be sold. If you need to switch product lines, please contact Pepsi service at 1-800883-3508. Bottled beverages must be Pepsi, and water must be the Aquafina
 brand.

- Each vendor who submits all required information, has no outstanding food and beverage service-related violations from any permit-issuing authority, and is determined to be responsible, will be qualified to participate.
- Vendors are NOT permitted to sell alcohol at the Michigan State Fair.
- Each approved vendor will be permitted to provide temporary food and beverage service at the Michigan State Fair for the entire duration of the Fair.
- Each approved vendor will be required to fill out the "Mobile Food Service Unit Inspection Form" required by the Novi Fire Department.
- **Liability**: The Fair, its management, and staff are not liable for any damages to your booth or any other vendor's booth during the move-in process.

SETTLE UP LOCATION:

Administrative offices at the front of the Suburban Collection Showplace.



MOVE-IN HOURS & DETAILS:

Tuesday, August 27th, 10:00am – 7:00pm

All vendors must check in at the Vendor Check-In Desk at Door #3, located at the back of the Suburban Collection Showplace. The Vendor Manager will guide you to your designated location.

Before leaving the fairgrounds, please ensure your electrical requirements are met by consulting with the electrical team. Contact Mary Alice Mirochna at 586-215-1927 to confirm.

*Special accommodations for early move-in on Monday, August 25th, prior to the fair, will be considered on a case-by-case basis. These arrangements must be made at least four days in advance by emailing jmcmahon@michiganstatefairllc.com.

Vendors arriving after **Wednesday**, **August 27th at 1:00pm** who require assistance to adjust or fit into their space and are unable to do so themselves will be subject to a \$50 per hour labor fee.

MOVE-OUT HOURS:

Monday, September 1st 8:00pm – 11:59pm

Patience and cooperation are appreciated during the move-out process to ensure everything runs smoothly. All booths must be moved-out by September, 2nd at midnight.

Trucks and trailers must be removed from the Carnival Area by midnight. After the fair concludes and your area is cleaned, they may be relocated and parked in the South Lot of the Suburban Collection Showplace to allow Fair Management to clean the lot. Trucks and trailers can then be picked up from the South Lot on Tuesday, September 2nd if the additional day is needed.

LABOR, ARTCRAFT DISPLAY - DECORATOR:

Vendors are responsible for providing their own labor, dollies, and carts for setup, unloading, and dismantling. Additional labor, forklift services, and banner hanging can be arranged through ArtCraft Display, Inc., the exclusive decorator for the Michigan State Fair. For additional furnishings, labor, and freight services, vendors can contact ArtCraft Display, Inc. at (248) 380-0843 or visit their website at https://www.artcraftdisplay.com/ to access the necessary forms.

VENDOR RE-ENTRY:

For enhanced safety measures, the entire fairgrounds will be fully enclosed with fencing. Vendors must enter or re-enter through one of two designated re-entry points: the Main entrance or the Barn Entrance, located near the Carnival Area.

Vendors may access the Fairgrounds one hour before opening each day. Vendor badges must be worn at all times to enter the fairgrounds, load-in entrances, and re-entry points. During load-in and setup days, vendors must enter through Door 3 at the back of the building. After setup is complete, no vendor access or parking will be allowed at the back of the building until the Fair closes or on the final day during move-out.

Once the fair is active, all vendors must use the designated re-entry doors at the front of the building. Vendors entering here may have to pass through metal detectors and can proceed directly to their booths in the Carnival Area. For badge pickup, vendors should use the hallway leading to the Fair Office after entering through the re-entry doors.

VENDOR PARKING:

Parking is free and available on a first-come, first-served basis, with limited trailer parking provided. All vehicles must park in marked spaces; parking in fire lanes, in front of exits, on islands, or non-paved areas is prohibited. Improperly parked vehicles may be towed at

the owner's expense without notice. Overnight parking requires prior authorization, and parking behind the Suburban Collection Showplace Exposition Hall is not allowed. **Stock Trailer Parking**: Limited stock trailer parking is available within the fairgrounds. Please contact Fair Management to reserve a space.

VENDOR BADGES:

Vendor badges will be available for pickup during move-in/check-in at the Michigan State Fair or at the Fair Office. Each Concessionaire Space will receive 4 Vendor badges. Additional badges can be purchased for \$15 each, either in person at check in or at the Fair office or online during the application process.

Vendors must wear their badges at all times to gain access to the fairgrounds and load-in entrances. Security will strictly enforce entry, and individuals without proper credentials will not be permitted access. Please note that Vendor badges do **not** include access to carnival rides or the BMX/FMX Performances. However, a daily Ultimate Admission can be purchased at a discounted rate in the Fair Office, allowing access to rides and the BMX/FMX Performances.

DISCOUNTED ULTIMATE ADMISSION:

Vendors can purchase a discounted **Ultimate Admission Pass** for \$30 at the Hall B Fair Office. This pass includes unlimited carnival rides and access to BMX/FMX performances but is only valid on the day of purchase. A valid vendor badge and vendor name are required to complete the purchase.

CARS, TRUCKS, GOLF CARTS & SIMILAR VEHICLES:

Only carts with a valid permit, approved by Fair management, will be allowed to operate on the grounds and must comply with the following guidelines:

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

Carts operating in violation of these rules may be impounded for the duration of the Fair, and future contracts or privileges may be jeopardized.

Refer to the **IMPORTANT NOTES** section for additional details regarding vehicle guidelines.

OIL & GREASE DISPOSAL:

Vendors are responsible for the removal and disposal of all oil, grease, liquids, and hazardous materials. Disposal must comply with all applicable city, state, and federal regulations. Vendors may request large trash containers for their booth on an individual basis, subject to availability in Suburban Collection Showplace's inventory.

GREY WATER DISPOSAL:

The Michigan State Fair does not provide a designated area for dumping grey water. Food vendors are responsible for coordinating the disposal of their grey water with our septic provider, Brendel's Septic. Please contact them at:

Email: orders@brendelseptic.com

Office: 248-698-5000 Cell: 248-535-2506

Vendors should bring a holding tank to store grey water for the duration of the fair.

Please note: Multiple inspections will occur throughout the event, including after hours and early morning walkthroughs. Inspectors will be monitoring for grey water violations, and unit removal or fines may be enforced. If your unit is removed, no refund will be issued for space rental. Ensure your grey water holding tanks are not leaking. If you require additional storage, please bring it or order extra tanks in advance. We do not have onsite facilities for grey water disposal. It is illegal to dispose of grey water in drains, storm sewers, or on the ground. If you need grey water disposal services, please schedule with Brendel's in advance.

CLEANING:

The building cleaning staff will remove all bulk trash, crates, pallets, packing materials, and lumber before the Fair opens and after move-out. They will also empty trash containers and bins placed in the aisles.

It is the vendor's responsibility to clearly mark any cartons, literature, or similar items they wish to retain. The Suburban Collection Showplace and the Michigan State Fair are **not responsible** for removing unmarked items as trash.

BOCO Enterprises, INC is the exclusive provider of all cleaning services at the Suburban Collection Showplace.

CLEANLINESS:

We take great pride in the appearance of our buildings and grounds, and we rely on your cooperation to maintain the facility in excellent condition. All **Concessionaires** are responsible for keeping their booth and the area immediately around it clean and free of trash. Each night, immediately after closing, all booths should be thoroughly cleaned. For your convenience, trash can be swept into the aisles or left on the roadway for the night cleanup crew to collect. Empty boxes must be collapsed and brought to the dumpsters. For security reasons, cleanup crews are **not permitted** to enter or clean the inside of any

booth, concession, ride, or game—this responsibility falls to the booth staff.

If additional cleanup is required during the day, it is the responsibility of those manning the booth to clean the area and place trash in the available receptacles. All wastewater must be disposed of properly using a holding tank.

SMOKING:

In an effort to create a healthier environment for everyone at the State Fair, the Fair has been designated as a smoke free fairground.

UTILITIES & ELECTRICAL — All Utilities through BoCo ENTERPRISES, INC:

Electrical Connection Charges are not included in the space rental rates. To arrange for electrical services, please complete the Electrical Form and mail it in or email it to imcmahon@michiganstatefairllc.com & dthomas@suburbanshowplace.com . Payments for electrical services should be made to BoCo Enterprises, INC, as they are the exclusive provider of all utilities for the Michigan State Fair.

Please Note: If payment is not received and we find your booth connected to electricity on the fairgrounds, we will disconnect your power and confiscate the cord until payment is made.

We have strict electrical requirements that must be followed. The Fire Marshall will inspect each booth/trailer at the start of the Fair to ensure all regulations are adhered to. Please review the guidelines below to ensure your booth or trailer is compliant with fire code. You will be responsible for any additional charges resulting from changes required by the Fire Marshall.

Power will not be turned on until **Wednesday at 12:00pm.** Our electrical team will do their best to accommodate power needs for stock trucks/trailers arriving early

Outdoor Electrical Requirements (Outdoor Vendors):

- 1. No cords are allowed on the ground in foot traffic areas or under carpet.
- 2. Cords without a ground are **not permitted**.
- 3. All cords must be outdoor-rated.
- 4. All cords must have **3 prongs** and be undamaged.
- 5. **Fusible power strips** are prohibited in any multi-plug setup.
- 6. **Cube taps** are allowed outside.
- 7. All **20 AMP services** will be equipped with **G.F.C.I. outlets**.
- 8. Absolutely NO **power strips** allowed outdoors.

For further questions regarding electrical connections, please contact:

• **Dawn Thomas** (Utilities Department): 248-348-5600 ext. 206 or dthomas@suburbanshowplace.com

For other connection-related inquiries, please contact:

 Mary Alice Mirochna (M.A.D. Power) at 586-215-1927 or maryalice@madpowerinc.com

HELIUM:

The Suburban Collection Showplace prohibits the use of helium tanks within the building and on the premises. Vendors are not permitted to use helium balloons for booth decoration or to distribute them to attendees.

FLIES:

Please be aware that due to the unique nature of hosting various exhibits, including animal displays, within the same venue, flies may be present. In some cases, flies may leave spots on merchandise, and in rare instances, could cause damage. We recommend taking appropriate preventive measures to protect your merchandise and equipment, as the Michigan State Fair is not responsible for any resulting damage.

NOISE:

Please be aware that as part of the fair environment, noise levels around your booth may vary depending on your location and nearby activities. We appreciate your understanding and encourage you to consider this when selecting your booth space.

SOUND USE:

Amplified sound is not allowed in any concession or exhibit area unless prior written approval is granted by Fair Management. If approved, the sound must be kept at a level that does not disturb or annoy other vendors, exhibitors, or concessionaires. A second violation will result in the removal of the sound equipment or termination of the license agreement.

SIGNS & TAPE:

All exhibitor signage must be professionally produced, including the required booth identification signs featuring the company and/or organization name. Handwritten signs of any kind are strictly prohibited.

All signs and banners must be hung exclusively by authorized personnel unless installed within the booth space in accordance with display guidelines. Vendors are not permitted to attach any items to walls or columns under any circumstances. The use of unauthorized tape or adhesive substances within the facility, including the show floor, is strictly prohibited.

Specifically, the following are not allowed:

- Tape or adhesives on walls and columns.
- Duct tape, plastic double-sided tape, or masking tape on any surfaces.

Only cloth-backed carpet tape is permitted for use on the floors and is available for purchase at the service desk. Vendors will be held responsible for any repair costs resulting from damage caused by the use of unauthorized adhesives.

FLAMMABLES:

Vendors are not permitted to bring flammable advertising or decorating materials into the facility. Any materials intended for decorative or advertising purposes must be treated with a flame-retardant and comply with all relevant federal, state, and local fire

and safety regulations. The use of flammable liquids or gases is strictly prohibited unless prior written consent is obtained from Suburban Collection Showplace.

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.

SECURITY:

Vendors and exhibitors are responsible for ensuring their booths are properly staffed at all times. Security of booth contents is the sole responsibility of the vendor. The Michigan State Fair will not be held liable for any loss or damage to vendor, exhibitor, or concessionaire property.

Valuable merchandise should be secured under lock and key overnight or removed to a safe location. Vendors are required to purchase insurance coverage. While on-site security will be provided throughout the event, the Michigan State Fair cannot be held liable for any items stolen or removed from booth spaces.

FOOD & BEVERAGE:

Outside food and beverages are not permitted within the Suburban Collection Showplace at any time, except during move-in hours.

Outside alcohol is strictly prohibited on the fairgrounds, including both indoor and outdoor areas.

There are a variety of food options available near the venue during move-in hours. Suburban Collection Showplace Concessions and Concessionaires will be open during the active fair hours, and alcohol will be served during these times. Vendors are permitted to bring a sandwich in a brown paper bag or within a small (personal size) insulated lunch bag or lunch box-sized cooler. Lunch box-sized coolers will be inspected for alcohol, and coolers larger than this size are not allowed.

When concessions are closed during non-active fair hours and move-in days, vendors may bring food for their employees. However, no outside food or food deliveries will be permitted within 2 hours prior to the start of the fair.

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. Fair 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/.

DEPARTMENT OF AGRICULTURE REQUIREMENTS FOR FOOD VENDORS:

Any vendor offering food or beverages for sale must be either a Michigan Cottage Food Vendor or licensed through the Michigan Department of Agriculture and Rural Development (MDARD) or the Oakland County Health Department (OCHD). Most State Fair food vendors will need to be licensed through MDARD. To determine if your business falls under the Michigan Cottage Food Law, visit MDARD - Michigan Cottage Foods Information. Cottage food vendors do not require a license, but must comply with all requirements of the Cottage Food Law.

For licensed vendors operating at a different location, please bring your license for review by an MDARD inspector, who will be onsite during the fair. Vendors who are not under the Cottage Food Law or who operate as a special transitory food unit (STFU), or those not already licensed with MDARD, must complete a temporary fair license application prior to the fair to avoid any operational issues. Prepayment is required online at MDARD - Licensing Portal System (michigan.gov). For assistance, contact State Inspector Tianna Spencer SpencerT1@michigan.gov or 248-388-3837 and Taylor Richards 248-408-1874 or RichardsT9@michigan.gov

Food Safety Requirements to be reviewed by MDARD Inspectors include:

- 1. **Handwashing**: If any exposed food or beverages are handled, a hand sink must be conveniently located. Vendors preparing samples at their booth will need to have a hand sink available. If none is nearby, you may set up a portable hand sink with an igloo water container, bucket, and handwash supplies. Vendors without access to a hand sink will have their exposed food operations suspended by an MDARD Inspector.
- 2. **Food Sample Protection**: Samples must be covered and protected from contamination (e.g., sneezing, coughing, or touching) by any appropriate means.
- 3. **Equipment and Utensils**: Single-service equipment and utensils are preferred. Non-dispensable equipment may be used but must be washable, rinsible, and sanitized according to proper time/temperature parameters. Vendors should wear gloves when handling exposed food and beverages, and appropriate personal protective equipment (e.g., hairnets, aprons) should be worn as needed.
- 4. **Temperature Control**: All coolers and hot holding units must have air thermometers to monitor temperature. Vendors must also bring an internal food thermometer to ensure proper temperature control for food or beverage items.
- 5. **Food Trucks & Vendors**: Food trucks and other applicable vendors must have adequate water drainage, backflow prevention, and hot water capacity.

All food products and sampling items must be stored within your designated booth space. Please ensure that your booth is large enough to accommodate the storage of your items. The fair cannot offer additional storage space outside of your booth or stock unit.

MICHIGAN STATE FAIR EXCLUSIVE VENDOR CONTRACT

- 1. MUST SERVE PEPSI FAMILY PRODUCTS INCLUDING SOFT DRINKS, TEA, WATER, ISOMETRICS, AND ENERGY DRINKS
- 2. Exhibit Space: As the Exhibitor, you will 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"). The Exhibitor must always conform to the size and boundaries of their assigned space. No exhibit shall obstruct the view or interfere with other Exhibitors' displays and must never extend into any aisles. No exhibit shall exceed eight (8) feet in height without express written consent from Michigan State Fair Show Management (hereinafter, "Show Management"). Additionally, no part of any exhibit or signage may be posted, nailed, or otherwise attached to the walls, doors, windows, or any other surfaces of the Suburban Collection Showplace (hereinafter, "The Facility"). All interviews, demonstrations, literature distribution, and marketing activities must take place within the assigned Exhibit Space. If video or audio is used in the booth, volume must be kept at a level that does not disturb other Exhibitors.
- 3. **Deposits**: Any deposit funds for Exhibit Space will be forfeited if the Exhibitor fails to fulfill the agreement, violates terms, or cancels the Exhibit Space.
- 4. **Payment**: Exhibitor shall pay their invoiced Exhibit Space fee on or before July 28, 2025. All charges for the Exhibit Space must be paid in full in U.S. dollars by the date specified herein. Exhibitors understand and agree that the State Fair, Sponsors, and their agents or representatives cannot guarantee financial gain from exhibiting, nor can they guarantee attendance at the State Fair.
- 5. **Refunds; Liquidated Damages**: No refunds will be issued for unused or partially used Exhibit Space. However, if the Exhibitor notifies Show Management of their intent to cancel the Exhibit Space more than ninety (90) days before the State Fair's occurrence, Show Management will return all payments made. If cancellation is made between thirty (30) and sixty (60) days before the Fair, Show Management will return fifty percent (50%) of payments. No refunds will be issued if cancellation occurs thirty (30) days or less prior to the State Fair.
- 6. Release and Waiver; Indemnification; Liability for Loss, Theft, Property Damage, or Personal Injury: Exhibitor acknowledges and agrees that The State Fair, Sponsor's, and/or the Additional Indemnities are not responsible for any damage to property, theft, or personal injuries, whether the property or person harmed be Exhibitor's or a third party, which may arise out of or relate to Exhibitor's activities contemplated by this Agreement. Exhibitor hereby releases and waives any and all claims, damages, fees, costs, or expenses against the entities listed in Section 7 of this Agreement and/or Sponsors, Show Management, their employees, agents, or representatives related to any loss, theft, damage, or destruction of property, or personal injuries arising from the Exhibitor's actions contemplated or necessary under this Agreement. Exhibitors are advised to secure and safeguard their property and ensure that their Exhibit Space is safe for

- public attendees and Exhibitor and/or Exhibitor's agents, contractors, invitees, or employees. Exhibitors agree to indemnify, defend, and hold harmless the Sponsors, State Fair, and Show Management, their employees, agents, and representatives, from any and all claims, losses, damages, and expenses arising out of the Exhibitor's use of the Exhibit Space. Exhibitors will be held liable for any claims, damages, fees, costs, or expenses caused Exhibitor and/or Exhibitor's agents, contractors, invitees, or employees.
- 7. **Insurance**: It is the Exhibitor's responsibility to secure insurance coverage for their activities during the State Fair. Sponsors, Show Management, and their representatives are not responsible for obtaining insurance for the Exhibitor. The Exhibitor must maintain commercial general liability insurance with the following minimum coverage:
 - a. Comprehensive General Liability: \$1,000,000.00 per occurrence
 - b. Employer's Liability: \$100,000.00 per accident
 - c. Worker's Compensation Insurance (as required by law)
 - d. Comprehensive General Automobile Liability: \$250,000/\$500,000 for bodily injury and \$100,000 for property damage.

A certificate of insurance must be provided to the State Fair within ten days of the agreement's execution.

- 7. **Additional Insureds and Indemnities**: The Exhibitor's insurance policies must list the following entities as additional insureds:
 - o (a) BoCo Enterprises, Inc. (46100 Grand River Avenue, Novi, MI 48374)
 - o (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) Lithia Motors, Inc. and its affiliated companies (150 North Bartlett, Medford, OR 97501)
 - (e) Avalon Hospitality Group (9555 Chesapeake Drive, Suite 202, San Diego, CA 92123)
 - (f) The Michigan State Fair, a private entity, LLC (46100 Grand River Ave., Novi, MI 48374)
 - o The Michigan State Fair Foundation (46100 Grand River Ave., Novi, MI 48374)
- 8. **Indemnification**: The Exhibitor is responsible for any injuries, property damage, or losses resulting from their activities at the State Fair. The Exhibitor agrees to indemnify defend, release, and hold harmless the above entities from any liability, claims, damages, or expenses (including attorney fees) arising from their participation in the event.
- 9. Compliance with Facility Rules and Regulations: The Exhibitor agrees to comply with all rules and regulations of the Sponsors and Facility, a copy of which is attached and incorporated into this Agreement. No "E-Z Up" tents are allowed without written permission from Show Management. Advertising materials or signs for entities not engaged with the State Fair are prohibited. Exhibitors must remain present during all active fair hours and cannot dismantle their exhibits

- before the fair closes. Failure to comply with these regulations may result in expulsion with no refund.
- 10. **Exhibit Space Equipment**: Exhibitors are responsible for providing all necessary equipment. Equipment must comply with fire safety regulations. Noise from equipment, such as loudspeakers, must not disturb other Exhibitors. All display materials must be fire retardant before entering the Exhibit Space.
- 11. **Expulsion and Right of Refusal**: Show Management has the right to refuse any Exhibitor based on event compatibility. Unethical conduct, unsafe behavior, or failure to comply with rules may result in immediate expulsion from the event, with no refund. Only registered Exhibitors and their representatives will be admitted to the event.
- 12. **Floor Plan and Event Times**: Show Management reserves the right to alter the event schedule and floor plan. Exhibitors must be present during all event hours, including the VIP Reception and Charity Preview.
- 13. **Subletting of Space**: Exhibitors cannot sublet or assign their Exhibit Space or allow non-registered organizations or persons to occupy their space without written consent from Show Management.
- 14. **Legal Compliance**: Exhibitors must comply with all applicable laws and regulations, including licensing and permits. It is the Exhibitor's responsibility to understand and comply with health, fire, and safety laws relevant to their participation.
- 15. Intellectual Property: The Exhibitor is responsible for paying any fees related to the use of music, patented materials, or copyrighted material in their Exhibit Space. The Exhibitor agrees to indemnify, defend, and hold harmless the Additional Insured entities, Sponsors and Show Management from any legal claims related to intellectual property rights. Additionally, by executing this Agreement and participating in the State Fair as an Exhibitor, Show Management may use the Exhibitor's name and likeness to promote future events.
- 16. Force Majeure: Sponsors and Show Management are not liable for failure to fulfill this contract due to circumstances beyond their control, including but not limited to acts of God, strikes, natural disasters or weather impacts, acts of violence, civil unrest, government actions, or destruction of the venue. In such cases, neither the Fair nor the exhibitors will be entitled to refunds or compensation. The Fair will make every reasonable effort to minimize disruption, but unforeseen circumstances may arise that are beyond the control of all parties. While the Fair invests significant resources and takes every precaution to ensure safety and a successful event, it is understood that both the Fair and exhibitors are exposed to risks that may impact the event's execution.
- 17. **Official Trade Show Services Contractor**: Exhibitors must use the official Trade Show Services Contractor for utilities and equipment unless prior written permission is granted to use an alternate contractor.
- 18. **Disputes**: Exhibitors agree to accept Show Management's resolution on all disputes not covered by the contract.

- 19. **Joint and Several Liability**: Exhibitors and their representatives are jointly and severally responsible for all debts and obligations under this agreement.
- 20. **Conduct of Vendors/Exhibitors/Concessionaires**: Exhibitors must conduct themselves professionally and respectfully. Any attempts at fraud, deception, or misrepresentation will result in the revocation of the contract. Smoking, alcohol consumption, and unprofessional behavior are strictly prohibited. Booths must be manned at all times during operating hours to prevent theft or pilferage.
- 21. Exclusivity: Item and category exclusivity is not offered unless you are a Major Sponsor of the Fair. These opportunities are secured by Fair Management. If you are a Face Painter, Caricature Artist, or sell Novelty Products, Fair Management will strive to limit the number of vendors offering similar services or products within the inside vendors booths and within the outside vendors booths. However, this is not guaranteed and will be monitored. Please understand that there may be other vendors selling similar or identical items. The Fair is not responsible for any potential conflicts, and by applying, you acknowledge this possibility and choose to proceed accordingly.

Thank you for apply 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.

By signing below, you confirm that you have read, understood, and agree to all terms, conditions, rules, and regulations outlined in this contract and the detailed vendor guide. Additionally, you acknowledge the associated risks of participation and confirm your understanding of the refund policy.
Name:
Business Name:
Signature:
Date:



MICHIGAN STATE FAIR EXAMPLE INSURANCE CERTIFICATE

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2025 Michigan State Fair – Concessionaire Report

Please ensure that you provide a proof of daily sales in the form of receipts generated from your POS system's daily summary. We cannot accept any written documentation or anything other than the official printout from your POS system.

Vendor Name:
Daily Gross Sales:
Wednesday:
Thursday:
Friday:
Saturday:
Sunday:
Monday:
Total Gross Sales:
25% of Gross Sales due: Less 6% Sales Tax of 25% Gross Sales: Total: Less minimum payment deposit: \$1,000.00
Balance due to Fair:
Date:
Paid: () Cash Check #
Please make checks payable to: Michigan State Fair Payment due Monday, September 1 st at our Administration Offices (See map attached for location) You may also call Jackie at 248-444-3794
Paid by:
Received by:



EXAMPLE COPY – FOR REFERENCE

2025 Michigan State Fair – Concessionaire Report

Please ensure that you provide a proof of daily sales in the form of receipts generated from your POS system's daily summary. We cannot accept any written documentation or anything other than the official printout from your POS system.

Vendor Name:JACKIE'S SHAKE'S
Daily Gross Sales:
Wednesday: \$930
Thursday:\$1,130
Friday:\$2,930
Saturday:\$2,530
Sunday: \$3,040
Monday:\$1,930
Total Gross Sales:\$9,850
25% of Gross Sales due:\$2,462.50
Balance due to Fair:\$1,314.75
Date:9/1/2025
Paid: () Cash Check #112
Please make checks payable to: Michigan State Fair
Payment due Monday, September 1 st at our Administration Offices
(See map attached for location) You may also call Jackie at 248-444-3794
Paid by:
Received by:

