

Space Rental Rules and Regulations Vendors 2020

Wednesday September 23rd through Monday, September 28th, 2020.

Booth Policy

The Exhibitor's responsibility can be summed up very simply: "Be a good neighbor." All exhibitors, regardless of booth size should be given a substantially similar opportunity to present their product or view to the public. Exhibitors serve as an important part of the Stock Show in celebrating and showcasing Aksarben's excellence. Our primary audience consists of family and youth.

The Aksarben State Stock Show expects exhibitors to enhance the promotional value, variety and total public acceptance of the Stock Show.

The Aksarben Stock Show reserves the right to restrict any exhibit and/or contents that contain graphic or obscene material or are otherwise objectionable to the family-oriented target audience of the Stock Show. The Aksarben Stock Show has sole discretion to determine whether any content or material is graphic, obscene, or objectionable to the family-oriented target audience. The Aksarben Stock Show has sole discretion to exclude Exhibitors/Exhibits based on quality or presentation inconsistent with the expectations set out in this policy.

Statement

The Aksarben Stock Show is a public forum of limited duration and exists in part to provide a means for a great number of exhibitors to temporarily present their products or views, be they commercial to a large number of people in an orderly, safe, secure and efficient fashion.

To avoid congestion and to prevent any impediment in the flow of Stock Show patrons and to facilitate the maintenance of orderly movement throughout the Fonner Park grounds, anyone desiring to exhibit must apply for booth space as set forth in the Aksarben Stock Show Space Rental Rules and Regulations, and comply with the terms and conditions of the space rental agreement.

Exhibit shall mean activities, including the sale, posting or distribution of any merchandise, products, and promotional items and printed or written materials.

Sale or distribution of any merchandise, including printed or written material except under license issued by the Aksarben Stock Show and/or from a duly-licensed location is strictly prohibited.

Because of the great interest in the safety and orderly movement of the general public and vehicular traffic flow, any activity engaging or impeding the Stock Show-going public or interrupting the orderly flow of the Stock Show-going public outside of an approved, licensed and contracted booth space is strictly prohibited.

The Aksarben Stock Show Space Rental Rules & Regulations are an attachment to, and an integral part of, Aksarben Stock Show Space Rental Agreement. These Space Rental Rules & Regulations should be read and reviewed prior to signing the Space Rental Renewal or Agreement.

Abbreviations & Definitions

- 1.1 Agreement: A valid Aksarben Stock Show Space Rental Contract between the Lessor and Lessee.
- 1.2 Date of Issuance: The date of the Space Rental Agreement which appears at the top of the Agreement.
- 1.3 Grounds: Any and all land and buildings located at Fonner Park, or controlled by Lessor.
- 1.4 Lessee: The person(s) or company which hold a valid and signed Space Rental Agreement.
- 1.5 Lessor: The Aksarben Stock Show and representative of its management staff.
- 1.6 Aksarben Stock Show / AKA Fonner Park: The property located at 700 E Stolley Park Road, Grand Island, Aksarben.

- 1.7 Premises or Booth: The space(s) leased by the Lessee on the grounds and described in the Agreement.
- 1.8 Term: The dates for which the Space Rental Agreement is valid, as stated in the Agreement.

Applications

- 2.1 Space Rental Applications for the Aksarben Stock Show will be accepted by Strategic Development Manager after mid-January of each calendar year. Applications are not carried over from one year to the next.
- 2.2 Lessor will only consider proposals for exceptional, trailer mounted or substantial frame food operations. <u>All</u> applications must contain a color photo of the proposed operation
- 2.3 Lessor will review Space Rental Applications for commercial and informational booths and shall be sole judge in determining what is in the best interest of the Aksarben Stock Show and the public. Some of the factors considered shall be the health and safety of the public, extent to which proposed products or services duplicate existing products or services, date the application is received, and quality and professionalism of proposed product or service.
- 2.4 Multi space discounts are available on locations when two or more adjoined booths are rented. Corner locations are always charged at full price. See Exhibit Space Pricing Guide for detailed pricing information.
- 2.5 Accepted applications are offered a Space Rental Agreement for the Stock Show term as space is available. Applicants will be notified.

Booths and Buildings

3.1 MOVE-IN for Wednesday (9/23), and Thursday (9/24),

Move-in hours are Wednesday 8:00am-8:00pm, and Thursday 8:00am-11:00 am.

All vehicles and large exhibits or merchandise must be moved into the exhibit buildings by end of move-in day Wednesday.

All vendors must be set-up and ready for business when the doors open at 11 am on Thursday, Sept 24, 2020. The barns are scheduled to open at 1 pm for Aksarben Stock Show exhibitors on Thursday. The Pinnacle Bank Expo Center will be open prior to lunch on Thursday.

- 3.2 **OPERATING HOURS**: All Exhibits must be **open to the public from 11 am to 6 pm on Thursday; 8 am until 6 pm on Friday and Saturday**, except on Sunday, September 27, when operating hours are modified to 8 am to 2 pm. Prior approval on a case by case for a request to modify the operating hours.
- 3.3 <u>Food and Beverage (Concessions) are encouraged to stay open until foot traffic has thinned out.</u> <u>Concessions selling breakfast items are strongly encouraged to open before 10 am each day, especially on the weekends.</u> All Concessions are released and able to close at 2 pm on Sunday, September 27.
- 3.4 <u>MOVE-OUT is Sunday (9/27) and Monday (9/28).</u> Move-out hours are Sunday 2 pm-6 pm and Monday 8 am— 3pm. No vehicles will be allowed in the core area before 2 pm on Sunday, September 27. Vendors may choose to start tearing down display at 2 pm on the last day, however, due to safety concerns, **NO VEHICLES will be allowed into the Pinnacle Bank Expo before 6 pm**. Outdoor vendors may move out of their spaces on Monday, September 27, 2020.
- 3.4 All buildings, booths or enclosures put up or constructed by Lessee under terms of this Agreement shall be approved by Lessor before commencement of the term; construction materials shall be of Type I fire resistive material. Proof of such must be available on site.
- 3.5 Indoor booth dimensions are generally 10' x 10'. No Lessee exhibit shall extend higher than 8' above floor including signage. Signs or advertising suspended from ceiling will not be permitted in the commercial exhibit areas. So as not to obstruct adjoining Lessee, no Lessee exhibit shall extend higher than 4' above floor in the front 5' of booth, small structural forms and empty grid panels which do not create a visual barrier may be permitted, with Lessor approval (see illustration A on page 10). When a back wall is also the sidewall for another booth, the back-wall height takes priority. NO TENTS MAY BE SET UP INDOORS.
- 3.6 All tables must be skirted to the floor; all boxes and storage containers must be decorative and a part of the display or kept out of sight.
- 3.7 All inspectors, law enforcement officials, and Stock Show management have the right, during reasonable hours, to enter a concession or exhibit booth in the discharge of their duties for the purpose of making investigation, inspection, or re-inspection.

3.8 Lessee's materials or buildings upon the grounds without an Agreement or under an expired Agreement, or which are not moved within 72 hours following the close of the term or upon order of the Lessor shall become property of the Lessor. Lessor may take charge of and remove same, charging the expense to the Lessee or the owner which shall be paid before the property is released to the owner.

Cancellation of Agreement

- 4.1 Lessor reserves the right to cancel Agreement upon receipt of notice from any member in the International Association of Fairs and Expositions, Inc. (IAFE), that the Lessee has been suspended or expelled from a member's grounds or for violation of contract or rules.
- 4.2 Agreement may be cancelled by Lessee if written notification is in the hand of the Lessor's Director of Facility Rental no later than 30 days prior to beginning of the term. Refunds of payment made for canceled Agreements, **less a \$25.00 office fee**, will be made only if the above provisions are met. No refunds for cancellations less than 30 days prior to beginning of the term.

Conditions & Terms

- 5.1 Lessor reserves the right to remove from the grounds any exhibit, animal, concession or show that may be falsely entered or represented and may be deemed unsuitable or objectionable, or remove any sign, banner or advertising matter of any kind which may be deemed unsuitable by Lessor without assigning any reason thereto.
- 5.2 Lessor will carefully guard against extortion, fraud, and deceit in any form practiced on the public by the Lessee. In the event such extortion, fraud or deceit is discovered, Lessee agrees to leave premises and the grounds and forfeit all rights and payments of money made or to be made under the Agreement.
- 5.3 Lessee/Concessionaire shall keep full and true accounts of all receipts and disbursements, in a book or books kept for that purpose; and Lessee/Concessionaire agrees said books of accounts shall be, at all times, open to inspection or copying by the officers and agents of Lessor, without prior notice.
- 5.4 Lessees cannot display or sell any merchandise/products/menu items that are not listed on the Agreement without prior approval of the Lessor. Merchandise/products/menu items not listed/authorized on your Agreement are subject to removal at the discretion of Lessor. Lessor reserves the right to sell exclusive privileges on any merchandise/product/menu item it deems necessary. All merchandise/product/menu items placed in an exhibit area will be placed at the risk of the Lessor. No requests for additions/changes or merchandise/product/menu items to your Agreement will be accepted after September 1, 2020.

The Lessor authorizes only the letting of such privileges as are required to supply the necessary wants of the public, or that may add to the comfort, convenience, and pleasure of the public. Under no circumstances will privileges of a questionable nature or of a demoralizing tendency be let or in any manner tolerated upon grounds or on premises. No privilege will be sold or permitted where business is conducted in other than a legitimate and trade-like manner.

Lessor reserves the right to reject unworthy objects of any kind by refusing space or admission to grounds. The sale of or possession of the following items is prohibited at the Aksarben Stock Show: 1. any knife with a blade exceeding four (4) inches (kitchen cutlery will be allowed and is an exception to this rule) 2. Blowguns, conventional or cross bows, slingshots, or any device designed to launch or propel any type of projectile including paint balls; 3. All fire arms, including gas, mechanical or air operated; 4. all devises designed to be physically thrown for self defense, target use, hunting use, including, but not limited to, throwing stars, darts, spears, boom-a-rang, etc; 5. Stink bombs; 6. Laser light pointers.

- 5.5 Lessee shall not exhibit, sell or give away merchandise or literature which bears a counterfeit service mark, trademark, copyright, or any other indication of a proprietary name or design which is identical or, in the sole discretion of Lessor, as similar to the authentic mark as to be misleading to consumers. This prohibition shall apply even if such merchandise or literature is advertised as not being authentic. Violation of this provision shall be grounds for eviction of Lessee from the premises, and forfeiture of all rights and payments made or to be made under this agreement.
- 5.6 Lessee will conduct Lessee's business in a quiet, respectful, and orderly manner, keeping the premises neat and clean. Lessee shall keep the grounds in the front, rear and both sides of premises free from trash, rubbish and litter. Lessee shall deposit all trash, rubbish and litter in large refuse dumpsters provided. Cardboard should be flattened and placed in the cardboard recycling container provided.

- 5.7 Lessee shall comply with all requirements and standards of Local Authority. Helium tanks will not be permitted inside buildings. Outdoors, any and all compressed tanks must be secured against a rigid support and away from public access. Propane tanks, regardless of size, are not permitted inside buildings.
- 5.8 Move-in days explained at 3.1. No merchandise shall be sold prior to the first day of the term without specific <u>written</u> permission from the Lessor.
- 5.9 Lessee agrees the privileges hereby granted will be conducted according to the rules and regulations of the Aksarben Stock Show and the laws of the State of Nebraska and without infringement upon the rights of others, and Lessee will not handle or sell any commodity or transact any other business whatsoever upon and within the premises and grounds, except that which is herein expressly stipulated and contracted for and will confine transactions to premises and privileges provided herein. No walking / mobile vending privilege is granted or sold without written permission from the Lessor.
- 5.10 Neither the Agreement nor the privileges granted herein, nor use of leased space or booth, can be assigned or otherwise disposed of without the written consent of the Lessor. The premises must be occupied by the Lessee (or their designated representative) during all open hours. Unstaffed, display only booths are not allowed except with written permission from the Lessor. No alternation or variation of the terms of the Agreement shall be valid, unless made in writing and signed by both parties; and no oral agreement or understanding not incorporated herein (unless made in writing and signed by the parties hereto) shall be binding upon any of the parties hereto.
- 5.11 Lessor reserves the right to move the Lessee to a different premise than provided for on the Space Rental Renewal, or Space Rental Agreement, should it prove necessary. Lessor shall be the sole judge in determining what is necessary in the best interest of the Aksarben Stock Show and the public.
- 5.12 At expiration of the Agreement, the Lessee will surrender possession of said premises to the Lessor without further notice to quit and in as good repair as the same are now. Lessee shall pay the Lessor full repair or replacement cost plus labor, for any and all damage caused by the Lessee to the grounds, buildings, landscaping and improvements. TAPE and STICKERS are not allowed on any painted surface. \$5.00 per piece will be charged to any exhibitor using tape of any kind to affix signage to Fonner Park facilities, and for each sticker found on any painted surface.
- 5.13 The Lessee hereby gives to the Lessor a lien upon all the property being kept, used or situated upon the premises or upon the grounds as payment for the total lease cost as stated on the Agreement and for any damages sustained for breach thereof without the process of law; and appropriate said property to satisfy all its claims against the Lessee. Lessee hereby agrees to waive all legal rights to challenge or dispute decisions of the Lessee's Director of Facility Rental.
- 5.14 If Lessee feels a decision of the Lessor's Director of Facility Rental is unjust, Lessee may protest the decision to the Aksarben Stock Show Executive Director. Such protests must be in writing and state plainly the cause of the complaint or appeal and must be filed with State Stock Show Executive Director within 12 hours after the cause of the protest, if the same is immediately correctible. Any complaint or legal claim based on the decision of the Lessor's Director of Facility Rental is reviewable by the Aksarben Stock Show Executive Director if received in writing within 30 days of the decision. This is the only claim allowed.
- 5.15 The Lessor will use diligence to insure the safety of stock and articles after their arrival and placement, but in no event will the Lessor be responsible for any loss or damage that may occur. Lessor will assume no liability for injury to property or person or death of any person or persons on or about the premises. The Lessor will not be responsible for any damage to exhibits, merchandise, or concessions caused by thefts, wind, hail, fire or water or any cause whatsoever. The Lessee covenants and agrees to defend at its own expense, indemnify and save harmless the Lessor from any and all liability penalties, damages, costs, expense, causes of action and claims of every kind and nature arising from illness, death, bodily injury or property damage to any person whatsoever, occasioned by or growing out of or in any way connected with the occupation or the use of the leased premises or the activities associated therewith.
- 5.16 All Lessees shall comply to the best of their ability with the recommendations for accessibility to persons with disabilities.
- 5.17 The Aksarben Stock Show reserves the right to consider the total number and requested location of merchandise offered for sale, including food and/or beverages, as relates to space contracts.

- 5.18 Lessee agrees to fill entire booth space rented while keeping premises neat and clean. If space is not deemed adequately filled by Lessor, Lessor has the right to fill in extra space with additional displays.
- 5.19 Lessee's assigned space is for the sole, exclusive and personal use. As such, space may not be sub-leased or making allotment for any person or business to use contracted space unless granted written permission by the Aksarben Stock Show.

Deliveries

6.1 No C.O.D. packages will be accepted by Aksarben Stock Show staff. To be sure your packages get to you; all packages must be marked with the following address:

(YOUR Business Name)
C/o Aksarben Stock Show – VENDOR
YOUR PHONE # ((123)456-7890)
700 East Stolley Park Road
Grand Island, NE 68801

To send out packages, you will need to make arrangements with an off-grounds shipping provider.

- 6.2 During the term, no deliveries shall be made through public entrances to premises located inside exhibit buildings. Service entrances should be used for all deliveries to Lessee premises. Site direct delivery hours are from 11:00pm to 8:30am. All service trucks, cars and vans must be off public streets by 9:30am each day.
- 6.3 Shipping merchandise following end of term shall be completed BEFORE the Lessor leaves the Stock Showgrounds. All exhibitors are responsible to be sure their shipments have been picked up by the shipping company BEFORE they leave. The Stock Show will not be responsible for deserted shipments that are yet to be picked up.

Drawings

- 7.1 Lessees who intend to hold a sign-up drawing on the premises during the term of the Agreement must have **an approved request form for GIVEAWAYS AND DRAWING ITEMS.** (See also Rule 5.10)
- 7.2 Sign up period for Lessee's drawings will be limited to the Stock Show term and all prizes must be awarded within 10 days of end of the term. No further prize(s) may be offered by the Lessee, other than what is advertised at the sign up location(s). It is also understood that no further drawing or purchase is necessary during or after the term for the public to obtain the prize(s) offered. Lessee will provide a list of winners to the Strategic Marketing Manager gkirchmann@showaksarben.com no later than October 10, 2020.

Electrical

8.1 Electrical power is supplied in the Pinnacle Bank Expo Center with standard outlets hanging from the ceiling.

Equipment

9.1 Basic floor space is provided. All other decorating equipment, including tables, flooring, and chairs is the responsibility of Lessee.

Food Operations

All concessions and exhibitors wishing to offer beverage items for sale or sample (all samples are limited to 2 ounce size), except fresh fruit drinks and sun tea, will be required to use Pepsi Co products, products must be purchased from the Pepsi Co Bottling of Grand Island, through the local service representatives at State Stock Show Park, contact Pepsi at 1-800-658-4253 for service information. Any other brand of carbonated soft drink, bottled water, isotonic, fruit juice or prebottled teas, will not be allowed. Purchasing Pepsi Co products off grounds is not allowed.

All Concessions and exhibitors are encouraged to use the on-sight ice provider. Contact information for said provider for product, service, and equipment information will soon be available. Contact the Stock Show office for more information.

10.1 Hours of operation for all outdoor concession / food stands shall be from at least 11 am until 6 pm each day of term. Vendors serving breakfast items must open as agreed upon with Licensee and all concessions are encouraged to stay open later when foot traffic sustains business.

Closing hours on the final day shall not be earlier than 1 pm.

10.3 Lessee shall display the prices to be charged for meals, lunches, drinks or other menu items in a location clearly visible to Stock Show patrons. Items shall be offered at a reasonable price. Signage shall be limited, to insure a neat,

attractive appearance. Sandwich board menus or other types of signage may **not** be placed in the street in front of the concession stand. Nor shall it be placed anywhere else outside the leased space without written permission.

- 10.4 All dining halls, lunch booths, refreshment, and other stands operated by Lessee shall be substantial in structure and neat in appearance. Tents and awnings for food operations will not be permitted. Sturdy painted wood or metal structures may be permitted with permission of the Facility Director; or food service shall be conducted from trailers designed specifically for that purpose. **No gratuities or tips may be solicited of Stock Show patrons (no tip jars).**
- 10.5 Equipment and supplies for all outdoor vendors shall be concealed behind a canvas, vinyl, or wood fence, or some other disguising structure, so supplies are not visible to the public. Lessee shall thoroughly clean premise at close of term.
- 10.6 Lessee shall comply with all requirements and standards of the Central District Health Department. Call (308)385-5175 x229 for approval, regulations, and permit questions.
- 10.7 Gray water **cannot** be dumped in storm drains, flower planters, on the ground, in ponds or water pools, nor in restrooms. Only lead gray water into sewer drains/holding tanks. If no holding tank is within a reasonable distance, advise Stock Show that your holding tank (for gray water) will need to be pumped and how often you will require this service. Access to empty the holding tank must be available during overnight hours. Violators may be fined and charged for cleanup. Lessee shall also deposit all trash and paper waste as required by Conditions & Terms Rule 5.6.
- 10.8 Vendors using grills and deep fryers must have proper hood systems with fire suppression equipment, when operating indoors.
- 10.9 All Halogen lights must be out of reach of all Stock Show patrons. If lights are within reaching distance, they must have a protective cover attached.
- 10.10 Concession and commercial trailers and stands must have lower skirting whenever possible.
- 10.11 Any changes requested to make of menu items must be submitted to Lessor, for approval before Sept 1. If changes are not submitted and approved by Sept 1, items listed on the Agreement are considered firm.

Insurance

- 11.1 Lessee agrees to carry commercial general liability insurance, including Premises/Operations and Products/ Completed Operations coverage in the amount of \$1,000,000 per occurrence for bodily injury and/or property damage and \$1,000,000 in the aggregate for bodily injury and/or property damage.
- 11.2 Said insurance will be with an insurance carrier acceptable to the Lessor and must name the Nebraska State Fair, Aksarben Stock Show Board, Fonner Park Exposition and Events Center, The Hall County Livestock Improvement Association, and the City of Grand Island as additional insured. Group policy coverage is available through Lessor's agent. Information will be included with Agreement packet.
- 11.3 Said insurance must be in full force and effect at all times when Lessee is making any use or occupying in any manner the premises or carrying on any activities associated with or incidental to the use of the premises. Evidence of such insurance must be provided by delivering to the office at Aksarben Stock Show, Fonner Park in Grand Island, Nebraska, a certificate showing that said insurance is in full force and effect. Insurance certificate shall be returned, if possible, with the signed Agreement; but not later than September 1, 2020. Lessee will not be allowed to set up until valid certificate is on file in the Aksarben Stock Show Office.

Lodging

- 12.1 Lessee shall not be permitted to utilize any portion of Lessee's premises for the purposes of lodging.
- 12.2 Camping sites will be available at the Campgrounds located on Fonner Park Drive, just north of the Fonner Park horse track. Trailer hookups, tent camping spaces and showers are available for a nightly fee, on a first come, first served basis. Call (308) 385-3925 for current rates or information.
- 12.3 Campground reservations are only taken when anticipated rental fee total is paid in full (must be paid at time of reservation).

12.4 Exhibitor rates are available at some area hotels. Lodging lists are available at www.statefair.org or by calling the Hotel Hotline at 888-985-5620.

Passes & Tickets

- 14.1 Admission to grounds is free during the Aksarben Stock Show.
- 14.3 Vendor/Exhibitor parking is free in designated lots.

Payment Schedule

- 15.1 **Returning Vendor Application Fee** is 50% of the total lease cost (including space, electrical fee, and any other listed fees) is due with the signed application form (by deadline indicated on Form) and/or at time of accepting a booth offer.
- 15.2 **Contract Payment** is the remainder of the total lease cost and is due before July 01, 2020. Agreements not paid in full by July 1st are subject to cancellation without further notice or refund of previous payments and deposit. Lessee will not be allowed to set up until final payment is made.
- 15.3 New applicants will pay entire Space Rental Fee when returning signed Space Rental Agreement, if one is issued. When the exhibitor is in good standing with the Stock Show at all leased locations.
- 15.4 Cash, Money Order, VISA or MasterCard is accepted for payment to the Aksarben Stock Show. Checks will be accepted for space rental lease agreement only before July 1, 2020. A returned check fee of \$25.00 will be administered for all checks that do not clear on the first try. No checks will be accepted for payment after July 1, 2020.
- 15.5 Nebraska Department of Revenue will <u>not</u> be on grounds to issue sales tax permits for required city and state sales tax. Contact the Department of Revenue at 402-471-5704 Jason Baily <u>Jason.bailey@nebraska.gov</u> OR 402-471-5709 Peggy Neemann <u>peggy.neemann@nebraska.gov</u>.
- 15.7 The City of Grand Island will be on grounds to collect the Grand Island City Occupation Tax from all food and/or beverage sales. Ordinance 9189 is available for viewing at www.statefair.org. Contact the City of Grand Island with questions about the reporting and collecting of this tax via Yolanda at 308-385-5444, #182 or #160.

Pets

16.1 Animals of any kind, except those involved in exhibitions, demonstrations or those used as licensed service animals, are not allowed. Please make other arrangements for your pets.

Promotional Items

- 17.1 Lessee may advertise at and distribute from within the leased space only. Lessee shall post no signs except those approved by Lessor. Signs denoting ownership, proprietorship, or name given to the place of business shall be permitted
- 17.2 Lessee, including wholesalers, retailers, bottling companies or other distributors serving Lessee, shall not post signs, bills, cards, stickers or other advertising matter on any of the buildings, light posts, or other structures of any nature.
- 17.3 Helium filled balloons as give-away items and promotional stickers are not allowed. (Stickers see Rule 5.12) Helium tanks are not allowed inside buildings by recommendation of the State Fire Marshall.
- 17.4 Any items given away by Lessee as a promotional piece must bear advertising of the Lessee giving the item away. The excessive distribution of promotional items, hand bills, cards, or any other advertising matter by the Lessee is strictly prohibited. No vehicle will be permitted to park in the parking areas on the grounds for the main purpose of advertising.

Renewal of Agreement

- 18.1 Agreements between Lessor and Lessee are for the term of the Agreement only and do not carry over from year to year. Lessor reserves the right to refuse to renew any Agreement if any regulations of the Lessor have been violated, or it is in the best interest of the Lessor, its Lessees or the public, as determined in Lessor's sole discretion.
- 18.2 Any exhibit not staffed and open/operating during posted operating hours (see Rule 3.2) will forfeit their opportunity to renew lease for the following year and Performance Deposit will not be returned to Lessee.

18.3 Renewal is by Returning Vendor Application Form which is mailed in the first quarter each year. It will list the current year's offer of a location and will reflect current price information. If satisfactory, complete and return in the time allotted with required deposit. Any changes in location must be indicated in writing on the Space Rental Renewal Form. Once the form has been received and approved by Lessor, the Lessee will be mailed a formal Space Rental Agreement for signature.

Solicitation

19.1 Merchandise and Service Vendors: BUYER'S RIGHT TO CANCEL: "Nebraska's Three-Day Right to Cancel law applies only to sales...that occur in a location other than the seller's regular place of business...The Three-Day Right to Cancel does not apply to the following sales: Sales under \$25.00, Sales that are the result of prior negotiations made by the consumer at the business' permanent location, Purchases of items needed to meet an emergency when the consumer made the initial contact with the business, Sales of securities and commodities, Transactions defines as consumer rental purchase agreements, or Sales involving home repair or home maintenance when the homeowner initiated the sales call." "...The business has ten (10) days after the sale has been canceled to refund the consumer's money." https://protectthegoodlife.nebraska.gov/three-day-right-cancel

Aksarben Stock Show does not support or condone a "no refund" policy by Vendor Partners.

Sound Amps & Appliances

20.1 Sound systems, radios, TV's, and appliances operated by Lessee shall be operated so they do not interfere with the public or neighboring exhibitors/concessionaires/other Lessees. Lessor's permission is required to use any sound system. Lessor has the authority to remove or disconnect any audio or video system that is interfering with other Lessees. In most situations, Lessee will be granted one warning of the interference, however this warning is not required prior to Lessor's option to remove or disconnect of interfering equipment.

Vehicles

21.1 Lessee shall not park on any exhibit site or any streets of the grounds designated for foot traffic only. **Designated parking areas for Lessees with vehicle are provided**, on a space available basis only. No guarantee of any parking space for vehicles is made with Agreement.

Illustration A

Supports Rules and Regulations #3.5

