

# Berlin Fair Space Application Commercial Exhibits and Concessionaires

Please print or type all answers (no money is due until contracts are issued)

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

Business or Concession Name: \_\_\_\_\_

Owner or Operator: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Business Phone: \_\_\_\_\_ Home Phone: \_\_\_\_\_

Fax \_\_\_\_\_ Cellular (other) \_\_\_\_\_

e-mail Address: \_\_\_\_\_

In the event of an emergency, please list the person who will be operating your booth at the Berlin Fair and how to contact them during the Fair or a business emergency number:

Describe your product(s) including brand names; menu for concessions; your service; what your display will consist of (color photo of you booth or concession as it will appear during Fair is required for new vendors). If you need additional space, please use the back of this form.

Please list any items that are NEW to your display or concession this year

Are you applying for \_\_\_\_\_ Outdoor space (10 ft of frontage) \_\_\_\_\_ Indoor Space \_\_\_\_\_ Service Organization Free Space

Please give dimensions desired: \_\_\_\_\_

Will you need electrical service? Include amperage requirements \_\_\_\_\_ 120v ( \_\_\_\_\_ amps) \_\_\_\_\_ 240v ( \_\_\_\_\_ amps)

Please give name and contact information for at least one reference of any Fair, Festival, or Exposition where you have participated:

Do you want a camping space? (Additional charge) \_\_\_\_\_ Primitive \_\_\_\_\_ With Electric

By signing this form, you are applying for space at the Berlin Fair and agree to the Rules and Regulations of the Berlin Fair.

Signature of person making application: \_\_\_\_\_

**Attach Photo of proposed operation here**

(not required for returning vendors unless changes have been made include return postage if you want the photo returned)

**Mail to:**

Commercial Space Application  
Berlin Fair  
P.O. Box 256  
Marne, Michigan 49435

## **Space Rental Rules and Regulations for the Berlin Fair February 2015**

### **Abbreviations & Definitions**

- 1.1 Agreement: A valid Berlin Fair Space Rental Contract between the Lessor and Lessee.
- 1.2 Date of Issuance: The date of the Space Rental Contract which appears at the top of the Contract.
- 1.3 Grounds: Any and all land and buildings located at the Berlin Fair Grounds, or controlled by Lessor.
- 1.4 Lessee: The person(s) or company which hold a valid and signed Space Rental Contract.
- 1.5 Lessor: The Berlin Fair Board and representative of its management staff.
- 1.6 Berlin Fair Grounds: The grounds located at 2008 Berlin Fair Drive in Marne Michigan.
- 1.7 Premises or Booth: The space(s) leased by the Lessee on the grounds and described in the Contract.
- 1.8 Term: The dates for which the Space Rental Contract is valid, as stated in the Contract.
- 1.9 Core Area: Main streets and traffic-ways designated for foot traffic only from 9:30am until 11:00pm each day of the Fair. Bollards are commonly used to block streets to vehicular traffic during these hours.

### **Applications**

- 2.1 Space Rental Applications for the Berlin Fair will be accepted by the Space Rental Manager on an annual basis. Applications are not carried over from one year to the next. All applications must contain a color photo of the proposed operation (photo returned if requested).
- 2.2 Lessor will review Space Rental Applications and shall be sole judge in determining what is in the best interest of the Berlin Fair 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.
- 2.3 Accepted applications are offered a Space Rental Contract for the Berlin Fair term as space is available. Applicants will be notified.

### **Booths & Buildings**

- 3.1 All set up hours are the same: Sunday Noon-6pm; Monday, 8:00am-12:00 noon.
- 3.2 All Commercial Exhibit buildings and outside exhibits must be open to the public from 11:00am until 11:00pm each day of the term.
- 3.3 All buildings, booths or enclosures put up or constructed by Lessee under terms of this Contract shall be approved by Lessor before commencement of the term; construction materials shall be of Type I fire resistive material.
- 3.4 Interior booth dimensions are approximately 10' x 10'; Basic booth has 8' high backwalls and 3' sidewalls, both composed of drapery material provided by Lessor. No Lessee exhibit shall extend higher than 8' above floor including signage. Signs or advertising suspended from ceiling will not be permitted in any building. So as not to obstruct adjoining Lessee, no Lessee exhibit shall extend higher than 4' above floor in the front 5' of booth, unless permission is granted from Lessor 30 days prior to commencement of term. When a backwall is also the sidewall for another booth, the backwall height takes priority.
- 3.5 Lessee's materials or buildings on the grounds without a Contract or under an expired Contract, or which are not moved within 48 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.
- 3.6 Public service organizations may apply for free space in the exhibit building. Three booths will be made available each year on a rotating basis (different groups each year) based on a lottery of applications received by April 1.

### **Cancellation of Agreement**

- 4.1 Lessor reserves the right to cancel Contract upon receipt of notice from any member in the International Association of Fairs and Expositions, Inc. (IAFE) or the Michigan Association of Fairs and Expositions (MAFE), that the Lessee has been suspended or expelled from a member's grounds or for violation of contract or rules.
- 4.2 Contract may be canceled by Lessee if written notification is in the hand of the Lessor's Space Rental Manager no later than 30 days prior to beginning of the term. Refunds of payment made for canceled Contracts, less a \$25 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 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 their comfort, convenience, and pleasure. 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 on the Berlin Fairground 1) any knife with a blade exceeding four (4) inches; 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 devices 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.

5.4 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, so 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.

5.5 Lessee will conduct Lessee's business in a quiet 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 will leave the grounds clean and free from any materials upon completion of the Contract.

5.6 Lessee shall comply with all requirements and standards of Fire Inspector of Ottawa County. Helium tanks must be secured against a rigid support and away from public access. Propane tanks, regardless of size, are not permitted inside buildings.

5.7 Lessee agrees the privileges hereby granted will be conducted according to the rules and regulations of the Berlin Fair Board and the laws of the State of Michigan 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.

5.8 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, in person, during all open hours. Unmanned, display only booths are not allowed except with written permission from the Lessor.

No alternation or variation of the terms of the Contract 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.

5.9 Lessor reserves the right to move the Lessee to a different premise than provided for on the Space Rental Contract should it prove necessary. Lessor shall be the sole judge in determining what is necessary in the best interest of the Berlin Fair and the public.

5.10 At expiration of the Contract, 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 is not allowed on any painted surface. \$5 per piece will be charged to any exhibitor using tape of any kind to affix signage to Berlin Fair facilities, and for each sticker found on any painted surface.

5.11 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 Contract 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.

5.12 If Lessee feels a decision of the Lessor's Space Rental Director is unjust, Lessee may protest the decision to the Berlin Fair Board. Such protests must be in writing and state plainly the cause of the complaint or appeal and must be filed with Berlin Fair Board within 12 hours after the cause of the protest.

5.13 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.

5.14 All Lessees shall comply, to the best of their ability, with the recommendations for accessibility to persons with disabilities.

5.15 The Berlin Fair Board 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.

### **Dress Code**

6.1 All persons conducting business for the Lessee must be dressed appropriately. Shirts and shoes MUST be worn at all times. T-Shirts that promote other businesses or contain any profanity or offensive material may not be worn.

### **Deliveries**

7.1 The Lessor cannot sign for, nor has storage capabilities to accept, any deliveries for Lessee

7.2 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. Delivery hours are from 7:00am to 12:00 noon at the service entrance (Gate A). All service trucks, cars and vans must be out of public fair area by 9:30am each day.

### **Drawings and Raffles**

8.1 Lessees who intend to hold a sign up drawing on the premises during the term of the Contract, shall obtain authorization from the Lessor prior to the term.

8.2 Sign up period for Lessee's drawings will be limited to term and all prizes shall be awarded before 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. A list of winners shall be provided to the Fair office.

### **Electrical Service**

9.1 No electrical service will be furnished by Lessor unless specifically granted in the Contract. Lessor shall not be responsible to Lessee for loss of time or revenue due to electrical power or any utility interruptions or failures.

9.2 Interior premises may be furnished, at the option of the Lessor, with one 110 to 120 volt, single phase, 2 pole, 3 wire, 20 amps, electrical outlet.

9.3 Exterior premises may be furnished, at the option of the Lessor, either of the following: 110 to 120 volt, single phase, 2 pole, 3 wire, 20 amps, for an Electrical Service Charge of \$25; or a 220 to 240 volt, single phase, 3 pole, 4 wire, 50 amps, for an Electrical Service Charge of \$125. An additional \$1.25 Electrical Service Charge will be made for each 1 amp increase, where available.

9.4 Electrical connection or hookup of any equipment to Lessor's electrical system shall be made by Lessor's electricians for an Electrical Service Charge of \$25 each.

9.5 Electrical Service Charge is based on Lessor's or Lessee's breaker size, not Lessee's usage, total connected load, or total running load. To reduce the Electrical Service Charge, Lessee is encouraged to install reduced starting capacitors on motors, utilize propane where permitted, and keep equipment and load well balanced and adjusted.

9.6 Electrical Service charge must be paid before electrical connection will be made. Electrical service will not be made if fee is not paid.

9.7 Lessee shall comply with all requirements and standards of the electrical inspector of the Ottawa County Fire Marshal.

9.8 Lessee's electrical equipment shall be properly grounded. **Only heavy duty three-wire extension cords in good condition may be used on premises. Flat, two strand cords are not acceptable by suggestion of the State Fire Marshall's Office.**

## **Food and Gaming Operations**

11.1 Lessees with food stands or gaming operations will be charged a Space Rental Charge, per location, depending on location.

11.2 Hours of operation for all outdoor food stands shall be from at least 11:30am until 11pm each day of term. Closing hours on the final day shall not be earlier than 11pm.

11.3 Foodstand Lessee shall display the prices to be charged for meals, lunches, drinks or other menu items in a location clearly visible to fair 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 must not restrict traffic flow nor shall it be placed anywhere else outside the space allotted.

11.4 Foodstand Lessee shall provide seating at a table or counter for a minimum of 10 (ten) patrons for each food stand.

11.5 All dining halls, lunch booths, refreshment, and other stands operated by Lessee shall be substantial in structure and neat in appearance. Sturdy painted wood or metal structures may be permitted with permission of the Space Rental Manager; or food service shall be conducted from trailers designed specifically for that purpose.

11.6 Equipment and supplies for all outdoor vendors shall be concealed behind a canvas or wood fence or some other structure, so supplies are not visible to the public. Lessee shall thoroughly clean premise at close of term.

11.7 Lessee shall comply with all requirements and standards of the Health Inspector for Ottawa County and the United States Department of Agriculture.

11.8 Foodstand Lessee shall provide each premises with one ABC type fire extinguisher, minimum five-pound size.

11.9 Vendors using grills and deep fryers must have proper hood systems with fire suppression equipment, when operating indoors.

## **Insurance**

12.1 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.

12.2 Said insurance will be with an insurance carrier acceptable to the Lessor and will name the Lessor as an additional insured. Group policy coverage may be available through Lessor's agent.

12.3 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 Lessor at its office before the start of fair, a certificate showing that said insurance is in full force and effect.

## **Lodging**

13.1 Lessee shall not be permitted to utilize any portion of Lessee's premises for the purposes of lodging for Lessee or Lessee's personnel.

13.2 Camping sites are available on a first come, first served basis at the Berlin Fair Grounds for those without reservations made with your space application.

## **Passes & Tickets**

14.1 Admission to grounds during term is only allowed by gate passes. Each exhibitor will be assigned two (2) gate passes good for the duration of the fair. Additional gate passes may be purchased from the fair office.

## **Pets**

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

## **Promotional Items**

16.1 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. Lessee may advertise at and distribute only from within the leased space.

16.2 Lessee, including wholesalers, retailers, bottling companies or other distributors serving Lessee, shall not post signs, bills, cards, stickers or other advertising matter of any kind on the buildings, light posts, or other structures of any nature.

### **Renewal of Contract**

17.1 Contract between Lessor and Lessee are for the term of the Contract only and do not carry over from year to year. Lessor reserves the right to refuse to renew any Contract if any regulations of the Lessor have been violated, or it is in the best interest of the Lessor, its Lessees or the public.

17.2 Any exhibit closed earlier than the last day and last hour of the term shall not be renewed the following year.

### **Sound Amps & Appliances**

18.1 Sound systems, radios, TV's, and appliances operated by Lessee shall be operated so they do not interfere with other Lessees. Lessor's permission is required to use any sound system.

### **Vehicles**

19.1 Lessee's licensed vehicles of any nature will not be allowed on the streets of any of the central core areas of the grounds for purpose of making deliveries to premises from 9:30am to 11:00pm each day of the term.

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

19.3 Supply trailer parking will be provided at a designated area, with some electrical connections available. Cars, pick-ups & campers will not be allowed in this lot. Space in this designated trailer lot must be reserved in advance and a parking/electrical use fee paid. Charges will be \$25 for trailers without electrical service; \$50 for 120v, and \$150 for 240v service. All service trucks must be parked in this lot prior to the start of fair. Trucks may not be moved during the term. Fees may be paid at the Fair Office or by mail prior to move-in.

19.4 Golf carts and service carts require a permit for operation on the Berlin Fairgrounds, including parking areas and perimeter streets. This permit is available from the Fair Office. Permits will only be issued when a significant need for such transportation is demonstrated. Carts without a permit and ATV's will not be allowed on the Fairgrounds at any time during the Fair. Some carts may be denied a permit based on size or lack of demonstrated need.

### **Water & Sewer Service**

20.1 As per County health department regulations, all gray water must be contained. Pumping service is available. Please inquire at the Fair office.