



Beltrami County Agricultural Association, Inc. (BCAA)
7223 Fairgrounds Rd NW Suite 7B
Bemidji, MN 56601
SERVICES AGREEMENT

This contract (the "Agreement") is made on this date: _____ between the BCAA and _____ (the "Service"), as independent contractor(s), to provide services for the BCAA at the Beltrami County Fairgrounds, located at 7223 Fairgrounds Rd NW, Suite 7B, Bemidji, MN 56601.

It is agreed as follows:

Place, Date, and Time of Service

The parties agree that the time and place of Service will be the Beltrami County Fairgrounds, at the following location: (i.e. Grandstand, Heritage Square, etc)

Date: _____ Start and Stop Time: _____

Description of Service: (i.e. including performances, educational, plowing, etc with content mutually agreed to by the Service and the BCAA):

Payment

Compensation for the Service will be: \$_____, payable by check to the Service, upon submittal of an invoice to the BCAA (see Fair Office) after conclusion of the Service.

Renting a Venue for Service

If an entity wishes to rent a specific location at the Fairgrounds to provide Service, an agreement with the BCAA must be signed and payment for the rent (where applicable) will be determined per the current cost list. See the Facility Manager for information. The terms of this contract will apply as well.

Cancellation

Any cancellation must be presented in writing at least 30 days in advance by BCAA and/or the Service, unless an emergency arises (see Force Majeure).

Insurance

The BCAA will not be held responsible or accountable for losses due to theft, damage from weather related incidents, power surges, or any other issues regarding your equipment. The Service must provide a certificate of insurance coverage, as part of this contract, as proof of insurance covering specific events at the Beltrami County Fairgrounds. Questions regarding this should be directed to the Location Superintendent or the Facilities Manager.

Force Majeure (unforeseeable circumstances that prevent the fulfillment of a contract). In the event the Service cannot reasonably be held or provided because of unpredictable occurrences such as an

act of nature forcing the closure of the event, government restrictions (pandemics, etc), or illness/disability of the Service, the parties may negotiate a substitute Agreement, on the same terms as this Agreement, in which case a new Agreement reflecting this change will be signed by the parties. No further damages may be sought for failure to perform or cancellations due to force majeure.

Food and Drink

The BCAA is not responsible for providing food or drink for the Service.

Drug/Alcohol Policy

There is no outside alcohol allowed in the Grandstand or Grandstand arena. Due to insurance confines, the only legal alcohol in this venue must be procured from the alcohol concession on the Fairgrounds. No alcohol is allowed at other venues on the Fairgrounds. Illegal drugs are not allowed anywhere on the Fairgrounds.

An All-Inclusive Environment

We strive to maintain a family friendly atmosphere at the Beltrami County Fairgrounds. Therefore, we declare the Beltrami County Fair to be a safe space, free from contentious, inappropriate or obscene behavior and profane language.

Professional Conduct

All BCAA volunteers and members, contractors at the Beltrami County Fair, service providers, and anyone else in a primary or support role at the Beltrami County Fair are expected to conduct themselves in a positive, professional, and supportive way at all times. Failure to conform to this policy will be considered a breach of contract.

Entry, Egress and Parking

As part of this agreement, a map will be provided of the Fairgrounds (with the specific location for the event highlighted) to the Service. The Superintendent of the Location for the event will assist the Service with instructions on where to park, load and unload, set up etc. Labor for set up and take down must be provided by the Service.

Parking Pass

The Service will purchase the necessary parking passes (where applicable) to enter the Fairgrounds. These are available at the Fair Office (in the 4H Building) or at the gate. Cost as of January, 2020-2021, is \$5.00/day or \$10.00/season pass per vehicle (or if walking in, per person). If Service purchases multiple parking passes for their employees (and does not have opportunity to personally present a pass to each employee prior to the Fair or event) an alphabetical list of those who are part of the Service must be provided to the Ticket Seller Team for ease of identifying who can be Issued a pass and allowed into the grounds.

Ticket Booth Staffing

Service will provide staffing for and payment thereof for ticket sellers, as needed, unless an agreement to do otherwise is reached as part of the contract negotiations for the venue. Documentation and description of this arrangement must be provided in writing:

Grandstand Events

Grandstand events have specific regulations regarding the following:

Alcohol or other illegal substances are not allowed in the Grandstand Arena or the Pit area at any time. Event participants are not allowed to purchase alcohol at any concession on the Fairgrounds and take it into the Pit or Arena area with them. Consuming alcohol from any alcohol concession is only allowed in the Grandstand bleacher/seating area. Bringing alcohol onto the Fairgrounds from private sources is also not allowed. Failure to follow these rules will result in a warning for the first offense, removal of the persons engaging in the use of such for the second offense and removal from the Fairgrounds of the entire event for the third offense.

Unattended children 12 and under are not allowed in the Arena or the Pit area. Parents/guardians (18 or older) are responsible for the safety and security of their children. Failure to follow this rule will be dealt with in the same manner as stated above.

Sound System and Amenities

Questions regarding production needs will be addressed by the Superintendent of the Location, the Facilities Manager, as well as the Superintendent of the Sound System. Service must stipulate their needs, as follows, in this contract: (i.e. electrical needs, tables, chairs, etc)

In return, the BCAA agrees to provide the following amenities: (i.e. electricity, site, etc per Facilities Manager and Superintendent of Sound System)

Security

General professional security services are provided by the BCAA at the Fairgrounds during any event including the Beltrami County Fair. If the Service desires specific security details, to include guarding the ticket taker booths, equipment, the Service at the location (i.e. stage, etc) where they are performing or other needs, the Service is responsible for contracting, in conjunction with the Security services that BCAA contracts, and compensating the service at the current standard amount per hour (\$50.00/hr as of January 2020). See the Facilities Manager/Fair Office for information.

The below-signed Service Representative warrants s/he has authority to sign this agreement for the service in its entirety. The below signed BCAA Representative warrants s/he has authority to bind BCAA and the Service and venue location

Signatures:

Date: _____

Signature of Service Representative: _____

Printed Name/Title: _____

BCAA Representative Signature: _____

Printed Name/Title: _____

Addendum A

Service/Entertainment Members: (list all)

Service Contact Information: (please print)

Primary Contact Person: _____

Phone (cell/text): _____

Alternate Contact Person: _____

Phone (cell/text): _____

BCAA Contact Information

For all questions related to your contracted services with the BCAA:

Beltrami County Fairgrounds Fair Office: 218-444-8169

BCAA email: bcmnfair@paulbunyan.net

BCAA web site: www.beltramicountyfair.org

BCAA Facilities Manager: Rina Phillips, 218-444-8169

BCAA Fair Secretary/Manager: Beryl Wernberg 218-444-8169

BCAA Location Superintendent: (Host) see separate signatures for Grandstand events)

Name: _____

Phone: _____

BCAA Sound System Superintendent: (For BCAA provided sound system components)

Name: _____

Phone: _____

BCAA Security Superintendent: (for Security issues)

Name: _____

Phone: _____

BCAA Grandstand Superintendent (2): (For Grandstand specific events)

Name: _____

Phone: _____

OR

Name: _____

Phone: _____