# MINNESOTA STATE I FAIRGROUNDS

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Event	
Vendor	

2023 REQUEST FOR DATA SERVICES. Minnesota State Fair - Non Fair Events

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TO ENSURE PROMPT SERVICE RETURN FORM TO:

E-MAIL: events@mnstatefair.org OR FAX: (651) 288-2440

#### **Data Service Availability**

Data services provided by the Minnesota State Fair may be available at the following locations (Please check with your event contact):

Progress Center\*, History & Heritage Center, Education Building\*, Grandstand\*, Merchandise Mart\*, International Bazaar, Coliseum\*, Horse Barn\*,
Robert A. Christensen Pavilion (Swine Barn)\*, Cattle Barn, Miracle of Birth Center/FFA Chapter House and FAN Central. (\*Wi-Fi may be purchased onsite without completed Request Form by going to the *StateFairWireless* network landing page and following the direction to purchase.)

**Data services** provided by the MINNESOTA STATE FAIR are **unavailable** at the following locations: Home Improvement Building, Sheep & Poultry Barn, Fine Arts Center, 4-H Building, Dairy Building, parking lots, Baldwin Park and any outdoor location. You have an option to contact CenturyLink to order DSL Internet. Please note that this option requires a \$50 voice service charge from the Minnesota State Fair for the use of the phone line for DSL. For DSL information, please see your "REQUEST FOR VOICE SERVICES" order form.

Data service availability may change. Please ask you fair contact if there have been recent changes to the availability of the data service.

#### **Terms and Conditions**

- 1. Servers and/or routers of any type are allowed only on the event packages. No servers or routers are allowed on the guest packages, including, but not limited to NAT, DHCP, and Proxy Servers.
- 2. Every device connected to the internet/network must have a purchased IP address from the Minnesota State Fair, regardless of whether the IP address is actually used or not.
- 3. The Minnesota State Fair reserves the right to disconnect any equipment that is found to be causing overall network problems without offering any refunds for services that have been disconnected.
- 4. Client agrees not to resell, extend, bridge or otherwise misuse Minnesota State Fair connections and/or services. Minnesota State Fair reserves the right to disconnect any client if they are found to have violated the usage agreement.
- 5. The Minnesota State Fair is not responsible for cable and/or equipment provided by the client or any third party.
- 6. Service location (drop) is defined as the location designated by the client. Service extended beyond 50' from the drop point may require an additional drop location and incur an additional fee.
- 7. **Choice of Law:** This agreement shall be governed by, and construed in accordance with, the laws of the State of Minnesota. In the event of litigation, the place of venue shall be in the county of Ramsey in the State of Minnesota.
- 8. **Modification:** This agreement shall not be modified or amended by the parties except by written instrument signed by the client and the Minnesota State Fair.
- 9. **Entire Agreement:** This agreement contains the entire understanding and agreements between the parties hereto respecting the within subject matter, and there are no representations, agreements, or understandings, oral or written, between and among the parties hereto relating to the subject matter of this agreement which are not fully expressed herein.
- 10. **Acceptance of terms:** Client expressly acknowledges by receipt of services and/or products delivered by the Minnesota State Fair to Client or its designee, to the terms and conditions herein contained.
- 11. Facsimile Signatures: Signatures sent/received via facsimile shall be considered as originals, and as such are valid signatures.
- 12. **Equipment Responsibility:** Client fully understands and accepts complete responsibility for all equipment leased to Client. Such responsibility shall include, but not be limited to, damage, and necessary repairs, replacement or equipment not capable of being repaired to a full functional status, loss of equipment, loss of income, and all other forms of loss or damage. All equipment, accessories, cables, and switches are included in equipment responsibility.

### 13. Equipment procedures:

- a. Exhibitors will be responsible for the protection of any equipment rented from the Minnesota State Fair and will ensure that all equipment is returned to the Minnesota State Fair. Minnesota State Fair reserves the right to charge the customer for any lost equipment.
- b. Rental equipment provided by Minnesota State Fair for this order will remain the property of the Minnesota State Fair.
- c. Only the Minnesota State Fair staff is authorized to modify system wiring or cabling within the facility.
- d. All equipment must comply with F.C.C. Regulations.

## Warranty Disclaimer/Damage Limitation

The Minnesota State Fair does not provide an expressed or implied warranty for the equipment and services provided, including no warrant of fitness for particular purpose or merchantability. Part of the Agreement with the Minnesota State Fair is a limitation of liability so the Client's sole remedy or recourse against the Minnesota State Fair shall be the return of the prices that the Client paid for services and/or equipment rental, regardless of type, nature or basis for the claim. The Minnesota State Fair shall have no liability whatsoever for personal injury, property damage, business interruption, consequential or punitive damages.

Client shall indemnify the Minnesota State Fair from third party claims arising from Client's use of Minnesota State Fairs' services and equipment. It is illegal for any party to transmit or download copyrighted material. Under the Digital Millennium Copyright Act, Internet Service Providers may be prosecuted for any material that is transmitted on their network. In order to prevent our organization being prosecuted, Minnesota State Fair will take action against any customer found to be violating copyright laws.