

WILSON COUNTY FAIR, INC.

September 19-24, 2017

### 2017 Outside Vendor Contract

This Agreement is made between the Wilson County Fair, Inc.; and

**PLEASE PRINT CLEARLY**

Vendor Name \_\_\_\_\_

Contact Name \_\_\_\_\_

Address \_\_\_\_\_

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

Cell Phone \_\_\_\_\_

Email \_\_\_\_\_

**Please select space size: \_\_\_\_\_ 20X15 \$550.00 or \_\_\_\_\_ 25X15 \$600.00**

**1.Space:** All stands must be approved as to overall appearance and size; conform to electrical and water hook-up procedures, and placed as directed by Fair Management. Any signs, awnings, extensions beyond the specified space are subject to space availability and approval by the Fair Manager with an additional compensation paid to Wilson County Fair Inc.

**2.Space Location:** Please complete the items below as they apply to your operations and supply with this application, a photo of your stand:

- Size of stand/wagon: \_\_\_\_\_ feet wide by \_\_\_\_\_ feet long.
- Orientation: Service windows are on the \_\_\_\_\_ side, \_\_\_\_\_ back or \_\_\_\_\_ both.

Vendor location will be based on size and orientation of vendor wagons, electricity required, and receipt of deposit. All signs, condiment tables, etc. must remain within the assign space, not in the walkways. Special request may be made in writing before July 15, 2017. All locations will be determined by Fair management.

**3. Deposit:** A deposit of \$100.00 is to be paid when the space is reserved. An additional \$100.00 is due by July 31, 2017. Deposits are not refundable after July 31, 2017. All remaining charges are due before 10:00 AM on September 19, 2017. **Vendor passes or other credentials will not be issued until payment is made in full.**

**4. Menu Items:** Food booths may sell only those items listed and approved on the contract.

Please list the items you wish to sell. You will be notified of approved items that you may sell during the 2017 fair \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**5.Indemnification:** Vendor does hereby release and discharge Wilson County Fair, Inc., its officers, directors, volunteers, employees and others representing it from all causes of actions, claims, rights or demands whatsoever in law or equity including the right to make a claim for loss, injury or death resulting from any omission, negligent or non-negligent, occurring on the premises being occupied by the vendor, invitees or guests.

**6.Insurance:** Vendor agrees to provide a certificate of insurance for not less than \$1,000,000.00 combined single limit bodily injury and property damage naming Wilson County Fair, Inc. as additional insured. Vendors will not be permitted to operate without insurance certificate.

**7.Terms:** All terms of this contract are binding and subject to mandatory arbitration or legal action before the court in Wilson County, North Carolina.

**8. Time & Dates:** Any space which has been reserved and **not occupied** by 10:00 AM on September 19, 2017 voids this agreement unless an extension is granted by the Fair Manager. All trailers, tents, displays, etc. must remain intact until the close of the fair. **Vendor booths must be open when the Fair opens each day and remain open until entry gates are closed.** Vendors may be closed on Sunday only. However, vending unit must remain on fairgrounds until Fair closes on Sunday evening. Please notify the Fair Director if you will be closed on Sunday. Failure to operate during fair hours will result in forfeiture of space without refund.

**9. Vendor Vehicles:** Midway closes to all supply vehicles 45 minutes before gates open each day. Check schedule for opening time daily. All vehicles must be removed to protect our Fair Patrons.

**10. Sub-renting** of space is prohibited and voids this agreement without refund.

**11. Food:** Food concessions must be approved by the Wilson County Health Department.

**12. Menu:** Because we reserve specific menu items for vendors, the Fair will fill any spaces with new Vendor if a contract is not signed and a deposit paid before June 30, 2017. Please contact the Fair Director if a hardship exists.

**13. Advertising:** All signs must be within vendors designated area. The posting or distribution of handbills, coupons, fliers or other advertising matter is prohibited on the fairgrounds except from the booth of a licensed vendor.

**14. Booth Appearance:** Booths must be neat in appearance and made of quality materials. Fair management has the right to reject any booth that is untidy, unsafe, or unsatisfactory appearance with no refund on fees paid.

**15. Grease/ Trash:** A grease collection facility is provided free of charge to vendors. All grease must be placed in the grease bin or returned to its original containers and placed in the grease collection bin on the fairground. No dumping in sewers, storm drains and garbage containers on the ground. A \$100.00 fine will be assessed for improper dumping of grease. Cardboard boxes are to be flattened and placed in dumpsters, not placed in food court/midway trash receptacles. Vendors are expected to keep clean the area surrounding their location.

**16. Electricity:** Concessionaires must request ample power in advance and pay an electric fee based on power usage. (See attached Electrical Use Agreement.) Water and electric lines must be below ground or along a wall/fence. Electric outlets and load requirements will be determined by Fairground electricians.

**17. Glass Containers:** Beverages shall not be sold in glass containers. Vendors must replace beverages which are distributed in glass containers with paper/plastic/Styrofoam cups.

**18. Conduct/Distribution of Materials:** Exhibitors must operate in a legitimate and courteous manner. The Fair reserves the right to require the removal of any objects, which in the opinion of management; is offensive, hazardous or might adversely affect the Fair's image. Such conduct shall be grounds for immediate termination of contract.

**19. Pet Policy:** Pets will not be permitted on the midway/food court areas during the Fair with the exception of disability-related guide dogs and pets entered in the animal shows. Violation will result in a fine of \$100.00. Dogs that are permitted must be on a leash.

**20. RV's & Supply Trucks:** There will be a \$125.00 charge for each RV or supply truck connected to Fairground electricity. Violators will be charged \$125.00 rent plus a \$100.00 fine.

**21. Taxes:** Due to changes in North Carolina Department of Revenue regulations, vendor must provide the Fair a copy of their Certificate of Registration

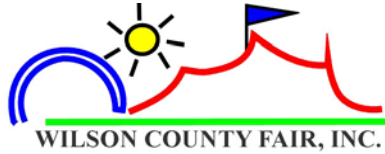
**Please sign and return original contract and electric agreement with a minimum payment of \$100.00 (\$200.00 after July 31<sup>st</sup>). A copy of the approved contract will be returned to you with your receipt.**

**LESSEE:**

**LESSOR: WILSON COUNTY FAIR**

By (Signature): \_\_\_\_\_  
Print Name \_\_\_\_\_  
Date: \_\_\_\_\_

By(Signature) \_\_\_\_\_  
Print Name \_\_\_\_\_  
Date \_\_\_\_\_



## **Electrical Service Agreement, 2017**

(For use with both inside and outside vendors)

1. The following electrical usage charges will be effective at the Wilson County Fair, September 19-24, 2017.
2. Please request ample power in advance as insufficient information will only delay or prevent service.
3. Use of additional power not approved in advance will result in a \$100.00 fine, termination of service or both without refund.
4. Exhibitor/vendors must provide proper size and approved cable to connect to the Wilson County Fair's distribution panels.
5. Fair electricians may refuse to connect electrical service to equipment not considered safe.
6. No electrical service will be performed until payment has been received by the Fair Office.

**(Circle your power needs and return with contract)**

### ELECTRICAL PRICES ARE AS FOLLOWS

#### 110V One Pole (Service require 3 wire cords)

- A. 20-amp service, 144 KWH -----included in rent
- B. 30-amp service, 216 KWH-----\$40.00
- C. 40-amp service, 288 KWH-----\$50.00

#### 220V Two Pole (Service requires 4 wire cords)

- D. 20-amp service, 264 KWH-----\$50.00
- E. 30-amp service, 396 KWH-----\$60.00
- F. 40-amp service, 528 KWH-----\$70.00
- G. 50-amp service, 660 KWH-----\$90.00
- H. 60-amp service, 792 KWH-----\$105.00
- I. 100-amp service, KWH----- \$145.00