

## Robertson County Fair

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August 20 – 25, 2018

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### **VENDOR PACKET: INFORMATION, APPLICATION AND AGREEMENT**

This Packet consists of Three Parts (Five Pages):

Part 1: General Information

Part 2: Rules and Regulations

Part 3: Application, Agreement, Waiver, Menu/Items

#### **PART 1**

The 2018 Robertson County Fair will be held at the ROBERTSON COUNTY FAIRGROUNDS

**Monday, August 20, through Saturday, August 25.**

**Hours of operation: Mon-Thurs 5pm-10pm; Fri 5pm-11pm; Sat 3pm-11pm**

**Check in and set up: Sunday, August 19 12pm-6pm, Monday, August 20 8am-12pm**

**Check out and take down:** As a courtesy to Fair Visitors who may arrive late on Saturday, all booths must remain in place and operating until close. Fair officials will be on site Sunday, August 26 to allow additional time for take down.

We ask that Vendors be open and ready for business by Fair Opening at 5:00pm Monday.

For Safety, vehicles will not be allowed in the Vendor area one hour before and during Fair operating hours.

The terms "Vendor" or "Concessionaire" are referred to interchangeably.

#### **Booth Requirements:**

1. An attractive appearance with a professional-looking sign.
2. Food Booths must provide their own 5-lb. fire extinguisher and tie down for all propane tanks.
3. Food Concessionaires must obtain a permit from the Robertson County Health Department.
4. Vendor is responsible for all sales tax, fees & permits required to conduct business in Robertson County Tennessee.
5. Exhibits and concessions must be in place, ready for viewing at the opening to the public. If not so ready, RCFA has the right, without further notice, to reassign the space to another user without refund of any monies paid to RCFA.
6. Exhibits and concessions must remain in place for the duration of the Fair.
7. No exhibit may be dismantled before the closing hour on the final day of the Fair.

#### **Product Restrictions:**

You may not sell any items that refer to the event or use the logo of Robertson County Fair.

Coca-Cola® is the official soft drink of the Robertson County Fair. No other soft drinks or bottled water may be sold.

**Booth Selection:** To be made on a First-come basis. Date of postmark or receipt of application will be used.

**Booth Placement:** Is made at the discretion of Robertson County Fair Board.

**Booth Descriptions:** Booth Fees (listed in Part 3) include:

1. Use of designated space, which must contain all guy-wires, stakes, poles etc.
2. One vehicle pass. Upon completion of set-up, vehicles must be moved to the designated parking area, not on grounds.
3. Twelve employee passes for each booth (Equals 2 per day). Up to twelve additional passes may be purchased if paid with your application.
4. Fees listed are for a single space for the full six-day Fair, not a daily rate.

**Craft** – space for advertising or selling handcrafted merchandise

**Commercial** - space for advertising or selling merchandise or a service

**Food Concession** – space for selling food or beverages for consumption at the Fair.

Trailers or tents up to 20' in length (including tongue) at rate listed. Longer than 20' may be available for additional fee.

Fair Board reserves the right to limit trailer length and space allotted.

**Application Procedure:**

All fees must be paid with this application. If application is denied, fees will be refunded. Incomplete applications will not be considered. If Vendor cancels this reservation without prior approval or after August 1, 2018, fees shall be forfeited.

1. Signed and Dated Application Form, including Vendor Agreement and Waiver.
2. Full payment of Fees for space rental and additional employee passes.
3. A photograph of your booth, wagon or display.
4. Detailed product descriptions (not just product names) of the items that you intend to sell.

Items will be approved or denied on the acceptance form.

5. Certificate of Insurance showing at least One Million Dollars (\$1,000,000.00) Liability Coverage.

- Each contractor shall obtain and keep in force until completion of the "project", including set up and tear down, a commercial general liability insurance contract with liability limits equal to or greater than \$1,000,000 each occurrence. The contractor shall provide a certificate of insurance to the Robertson County Fair Association evidencing such coverage within ten days of the signed contract. Such contractor shall name Robertson County Fair Association as an Additional Insured.
- Hold Harmless/Indemnification: Contractor shall be solely responsible for any and all injuries to persons or damages of property or any other injury, claim, damage or loss of whatever nature arising directly or indirectly from the "project". Contractor shall INDEMNIFY, SAVE, AND HOLD HARMLESS Robertson County Fair Association and its employees, agents and volunteers from and against all liability, loss, damages, claims, costs and expenses including attorney fees arising out of injury to person or damages to property or any other injury, claim, damage, loss, cost or expense arising from the "project".

**PART 2****RULES AND REGULATIONS OF ROBERTSON COUNTY FAIR**

**The term "Vendor" shall apply to Vendors, Food Concessionaires, Exhibitors and Demonstrators**

**FAILURE TO ABIDE BY THE FOLLOWING RULES AND REGULATIONS MAY RESULT IN REMOVAL OF ANY EXHIBIT, SHOW OR CONCESSION FROM THE FAIRGROUNDS, AND/OR RESULT IN DENIAL OF FUTURE SPACE.**

1. All parties to this agreement shall comply with all pertinent laws, rules and ordinances of the State of Tennessee and the County of Robertson, and the Rules and Regulations governing the Robertson County Fair (RCFA). Such laws, ordinances, rules and regulations are expressly made a part of this agreement.
2. The entire operations of the Fair shall be under the authority and management of the Board of Directors of Robertson County Fair Association. Vendor shall abide by management decisions for the duration of the fair. All decisions made by RCFA's Management are final. Any problems should be brought to the attention of management.
3. This agreement is a license to use a designated space for a specific and limited use, and for only the time specified.
4. Vendor space is subject to relocation if deemed necessary in the sole judgment of the fair.
5. Vendor shall not assign, sublease, or apportion the whole or any part of assigned space unless first obtaining written permission of RCFA. The right to operate a booth on the Fairgrounds is nontransferable and is nonproprietary.
6. In case of acts of God, exigencies of war, threats of terrorism, or an elevated national state of alert due to terrorist acts, or emergencies, or weather conditions necessitating the canceling of this licensed event for the date herein named, the RCFA may cancel this contract and refund any monies paid in advance, with no further liability to Vendor.
7. All property taken into the fairgrounds by Vendor is taken at the Vendor's own risk; RCFA shall not be responsible for any loss due to damage from fire, theft, windstorm, repossession, or from any other cause whatsoever.
8. No permanent structures are to be built. Painting, paneling, papering or other substances may not be put on the walls.
9. All material and equipment belonging to Vendor must be removed from Fairgrounds within one (1) day following closing day. RCFA will not assume responsibility for storing any material or equipment. Items not removed will be considered abandoned and become the property of the RCFA, who shall dispose of them in any manner it deems necessary.
10. Vendors may not engage in activities or demonstrations outside their contracted space. Sales people will not be allowed to work in the aisles. Signs, decorations, merchandise or other items must not be placed outside the rented space.
11. All exhibits, booths, decorations, and products may be subject to safety inspections by local authorities.
12. Vendor agrees to keep space free of trash, paper or refuse and shall use containers so designated. At no time shall refuse be placed on ground outside of booth space. This includes set-up, operation, and tear-down. Vendors are responsible for transporting and disposing of refuse in provided containers.
13. No alcoholic beverages are permitted on fairgrounds.
14. All pets must be on a leash and controlled by owner at all times.
15. Unbecoming conduct, which includes nudity or use of profane, obscene and/or abusive or threatening language by Vendor, shall be grounds for termination of Vendor's agreement for use of space and eviction from fairgrounds.
16. The RCFA reserves the right to remove from the Fairgrounds any exhibit, show or concession, or any part thereof, which the RCFA deems objectionable, with no refund to be made.
17. Exhibitors may sell only items that are pre-approved by RCFA's Management. Spot checks will be made for violations.
18. Sound devices of all types are subject to the approval of RCFA's Management. The volume must be controlled so as not to interfere with neighboring booths.
19. The sampling of food shall also be subject to Health Department Regulations and approval of RCFA's Management.
20. Demonstrations, presentations and drawing for prizes are subject to the approval and regulations of RCFA's Management.
21. Vendor expressly waives any claims for damages against RCFA in the event this agreement is cancelled for violation of any of the provisions hereof; Vendor in such case shall not be entitled to any refund of monies paid to RCFA. Vendor waives all claims of whatsoever nature against the RCFA, its officers, employees or agents.

**VENDOR AND EXHIBITOR CREDENTIALS**

Vendor will receive entrance passes upon full payment of all fees. Gate admission and parking credentials will be mailed to you if there is sufficient time or will otherwise be available at the Fair Office. Vehicles displaying credentials are allowed on the Fairgrounds only prior to opening and after closing each day of the Fair. **Vendors and employees entering fairgrounds without valid credentials will be charged the full admission price – NO EXCEPTIONS AND NO REFUNDS!**

**VENDOR APPLICATION**

Please Note: This is an application for space and does not guarantee approval until accepted by RCFA Management. Full payment and photographs of your booth, concession or exhibit must be included. Fill in all requested information and supply all attachments. Incomplete applications will not be considered. **(Please print)**

Name of Business: \_\_\_\_\_

Name of Contact Person: \_\_\_\_\_

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

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

Home/Business Phone: ( ) \_\_\_\_\_ Cell Phone: ( ) \_\_\_\_\_

E-mail Address: \_\_\_\_\_ Fax: ( ) \_\_\_\_\_

Description of Display: \_\_\_\_\_

**Indoor Spaces – Craft or Commercial Only**

Quantity / Requirement	Size	Electricity Needed?	Fees (Single Space)	Total
	9' W x 7' D	Y / N Amps _____	\$125.00	
	9' W x 10' D	Y / N Amps _____	\$125.00	
	14' W x 8' D	Y / N Amps _____	\$175.00	
	15' W x 14' D	Y / N Amps _____	\$250.00	
			<b>Total Indoor Fees</b>	

**Outdoor Spaces – Craft or Commercial Only (Non Food)**

Quantity / Requirement	Type and Size	Electricity Needed?	Water Needed?	Fees (Single Space)	Total
	Commercial 10' W x 20' D (Non Food)	Y / N Amps _____	Y / N	\$125.00	
	Craft 10' W x 20' D (Non Food)	Y / N Amps _____	Y / N	\$125.00	
	Commercial 20' W x 20' D (Non Food)	Y / N Amps _____	Y / N	\$200.00	
	Craft 20' W x 20' D (Non Food)	Y / N Amps _____	Y / N	\$200.00	
				<b>Total Non Food Fees</b>	

**Outdoor Spaces – Food Concession**

Quantity / Requirement	Type and Size	Electricity Needed?	Water Needed?	Fees (Single Space)	Total
	Food Concession 20' W x 20' D	Y / N Amps _____	Y / N	\$600.00	
	Food Concession 10' W x 20' D	Y / N Amps _____	Y / N	\$450.00	
				<b>Total Food Concession Fees</b>	

**Add-ons**

Quantity / Requirement	Items	Electricity Needed?	Water Needed?	Fees (Single Space)	Total
	Additional Employee Passes (Maximum of 12) (This rate only available if paid with booth fees)	N/A	N/A	\$6.00 each	
	RV Space and Hook-up No Sewer Available (Limited space available)	Y / N Amps _____	Y / N	\$75.00	
	Refrigerated Truck Space May not be adjacent to booth (Limited space available)	Y / N Amps _____	N/A	\$75.00	
				<b>Total Add-On Fees</b>	

**TOTALS**

<b>Total Indoor Fees</b>	
<b>Total Non-Food Outdoor</b>	
<b>Total Food Concession</b>	
<b>Subtotal</b>	
<b>10% Early Bird Discount Before June 30, 2018</b>	
<b>Total Add-ons</b>	
<b>TOTAL PAYMENT ENCLOSED</b>	

**Electrical Hook Up:** Only one (1) circuit of the noted amperage is assigned to your space unless otherwise stated.

**Make Checks Payable to:**

Robertson County Fair Association  
c/o Booth Rental Committee  
7 North Main Street  
Springfield, TN 37172

Booth acceptance is based on the understanding that you will sell only those items listed on your application.

You may not sell any additional items without the express consent of the Fair Board. Please call if you have any questions.

**AGREEMENT**

By signature below, Vendor acknowledges that he has received a complete copy of all parts of the Vendor Packet, and has read all of the terms and conditions, and rules and regulations. Vendor agrees that upon acceptance by Robertson County Fair, Vendor shall be bound for the use and rental of Vendor's space by the Terms and Conditions contained in the Vendor Packet, which includes *Part 1: General Information*, and the restrictions, conditions and procedures; *Part 2: Rules and Regulations*; and *Part 3: Vendor Application form and this Agreement and Waiver plus Approved Item listing*.

**WAIVER AND INDEMNITY**

As part of the consideration for the acceptance of Vendor's application for rental of space at the Robertson County Fair, located on the grounds of the Robertson County Fair Association, in Springfield, Robertson County, Tennessee, Vendor agrees to save and hold harmless Robertson County Fair ("RCF") and Robertson County Fair Association ("RCFA"), and their agents, officers, directors, and employees, and to defend and protect them at all times and indemnify them against all claims, demands, judgments, awards, fines, penalties, or other assessments, arising out of, or from the use of the space provided to Vendor at the fairgrounds. This includes, but is not limited to, claims for personal injuries, sickness, mental anguish or death, and claims of personal property damage. This includes reimbursement by Vendor to RCF and RCFA for all attorneys' fees & costs of defending any such claims.

**VENDOR'S SIGNATURE**

VENDOR, INDIVIDUALLY, AND ON BEHALF OF ANY BUSINESS ENTITY LISTED IN THE VENDOR APPLICATION, HEREBY ACCEPTS THESE TERMS AND CONDITIONS AND AGREES TO BE BOUND UPON ACCEPTANCE OF THIS AGREEMENT BY ROBERTSON COUNTY FAIR ASSOCIATION

Date \_\_\_\_\_ Signature \_\_\_\_\_

Sign and return this form, together with your Full Payment.

For RCFA use:	Date
Accepted <input type="checkbox"/>	Notice Sent: _____
Denied <input type="checkbox"/>	Notice Sent: _____
Location Assignment:	
_____	

**Opportunities to Promote Your Business**

[ ] Fair Sponsor [ ] Single Event Sponsor [ ] Catalog Ad [ ] Website [ ] Group/Company Fair Packages/Picnics

A representative will contact you regarding pricing for your selections above.

