



NON-FOOD VENDOR FAIR RULES AND REGULATIONS

Franklin County Agricultural Fair Planning Committee, County of Franklin and Business, Merchant, Craftsperson, Exhibitor, certified Non-Profit Organization or a Community Organization (hereafter referred to as "Vendor") agree that the Space Rental Agreement shall be governed by the following terms and conditions:

1. Reservation of Space and Payment of Fees:

The total cost of space rental during the Franklin County Agricultural Fair, being held September 13-16, 2017 at Franklin County Recreation Park, 2150 Sontag Road, Rocky Mount, is outlined on the application. Each vendor is required to submit a completed, signed application and applicable space rental fee no later than the deadline of ~~July 31, 2017~~ **August 14, 2017**. Checks should be made payable to: County of Franklin ("Fair Vendor Fee" added to the memo line). Should your application be denied by our committee, your check will be returned to you. Checks will not be deposited until after notification of acceptance or denial has been made.

Space location will be determined by the Franklin County Agricultural Fair Planning Committee. Assignments are made on a first-come, first-served priority basis. Due to space limitations, the Fair Planning Committee cannot guarantee space locations for all applicants.

2. Acceptance:

Upon acceptance, Vendor agrees to abide by all rules set forth by the Franklin County Agricultural Fair Rules and Regulations and to honor instructions as deemed necessary during the event as issued by either the Fair Chairman and/or County of Franklin designee.

3. Cancellation, Rejection or Eviction of Vendor:

The Franklin County Agricultural Fair Planning Committee reserves the right to reject any prospective vendor and may regain immediate possession of any rental space and evict Vendor from the fair for cause, including, but not limited to, a breach of this Agreement. This Agreement is not subject to cancellation by Vendor except as provided in Section 4. The Franklin County Agricultural Fair Planning Committee reserves the right to evict Vendor from the fair site for behavior which is, or might be, judged detrimental to the successful operation of any County of Franklin function or infringes on the rights of other Vendors. Any such judgment by the Franklin County Agricultural Fair Planning Committee and the County of Franklin is final and shall be in the sole discretion of the County of Franklin.

4. Fee Schedule and Cancellations:

Space rental fee includes rental space only; Vendor must supply their own tents, tables and chairs. The fee is non-refundable and non-transferable unless written notice of cancellation is received thirty (30) days prior to the fair opening date.

5. State Sales Tax:

Vendors are responsible for collecting, reporting and paying all applicable Virginia State Sales Tax. Vendors selling goods must be registered with the Virginia Department of Taxation. Franklin County businesses must be registered with the Franklin County Commissioner of Revenue. For more information, please call (540) 483-3083 or visit www.franklincountyva.gov/commissioner-of-revenue. The Commissioner of Revenue office offers assistance in completing state and local forms.

6. Passes

Admission passes to the fair will be limited to four (4) per vendor. Any variance to this must be approved by the Franklin County Agricultural Fair Planning Committee and the County of Franklin.

7. Use and Occupancy: Vendors are encouraged to staff their rental space during fair operating hours.

14. Early Departure:

Vendor is encouraged to occupy rental space during fair operating hours. Vendor must notify fair management prior to departure if inventory is depleted prior to fair closing.

15. Right to Enter:

It is agreed that representatives of the Franklin County Agricultural Fair Planning Committee and County of Franklin may, at all times, enter into and upon said premises and examine the same and condition thereof. The Franklin County Agricultural Fair Planning Committee Chairman or members as assigned and County of Franklin reserve the right to examine any product or item sold prior to application approval and periodically during the fair.

16. Unforeseen Events:

The Franklin County Agricultural Fair Planning Committee and the County of Franklin cannot guarantee protection from loss or insure against loss for any reason. Vendor hereby waives any claim for incidental or consequential damages or compensation resulting from the inability to use the premises and agrees that the Franklin County Agricultural Fair Committee and the County of Franklin may retain the portion of payments made by Vendor necessary to cover expenses incurred by the Franklin County Agricultural Fair Committee and the County of Franklin incidental to the opening and management of the fair through the time of termination. Vendors are urged to insure their equipment and inventory at their own expense. The Franklin County Agricultural Fair Planning Committee and the County of Franklin will not be responsible for any injury that may occur to any employees, theft, loss of life or damage to any property from any cause whatsoever, regardless of whether management furnishes guards or night watchmen.

17. Insurance:

Public liability insurance is not required; however we do encourage you to contact your insurance representative for guidance on protecting any liability exposure you may have.

18. Waiver of Liability:

It is specifically agreed by the parties to this Agreement that the Franklin County Agricultural Fair Planning Committee and County of Franklin, its agents, employees or assignees are in no way liable for any loss, damages or theft of any property belonging to the Vendor while on the site, grounds and area of the Franklin County Agricultural Fair. The Vendor specifically acknowledges that the Franklin County Agricultural Fair Planning Committee and County of Franklin provides no insurance and accepts no responsibility for any such loss whether the said loss is by accident, act of God, intentional act of destruction or theft.

19. Indemnification and Hold Harmless:

Vendor agrees to hold harmless, indemnify and defend the Franklin County Agricultural Fair Planning Committee and County of Franklin, its directors, officers, employees, agents, insurers, successors, assignees and any person or entity to which the Franklin County Agricultural Fair Planning Committee and County of Franklin owes a similar duty of indemnification (each of these persons and entities being referred to for purposes of these indemnifications and hold harmless provisions as “the Franklin County Agricultural Fair Planning Committee and County of Franklin”) from and against all actions, liabilities, claims, assessments, taxes, fees, charges, losses and expenses associated in any way with the investigation, processing or settlement of a claim whether valid or not, any amount charged by a governmental body, and the attorney’s fees which would not have been incurred but for the submission of a claim arising out of, resulting from or any way associated with or contributed to by a claimed act, omission, negligence, fault or violation of law, regulation or rule by Vendor or any of its employees, agents, others employed directly or indirectly by Vendor, volunteers or other persons in or about their rental space or bulk area.

20. No Assignment:

This Agreement is based upon the personal relation between the parties. Vendor shall not have the right to assign, share or sublet this Agreement or any interest in this Agreement. This Agreement shall not be assignable by operation of law without consent of the Franklin County Agricultural Fair Planning Committee and County of Franklin.

21. Pets:

Any/all pets are prohibited at the fair during operating hours, with exceptions being service dogs per ADA regulations, pets entering the grounds as part of competitions, and pets entering the grounds to participate in any designated fair pet event during fair hours, and which are to be kept on a leash or contained.

22. Alcohol, Drugs, Firearms:

No alcohol, drugs or firearms are permitted on the fairgrounds/park property.