



NON-FOOD VENDOR FAIR RULES AND REGULATIONS

Franklin County Agricultural Fair Advisory 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 18-21, 2019 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 May 15, 2019. 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 Advisory Committee. Assignments are made on a first-come, first-served priority basis. Due to space limitations, the Fair Advisory 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 Advisory 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 Advisory 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 Advisory 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 Advisory Committee and the County of Franklin.

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

Fair Operating Hours: 5 p.m. - 10 p.m., Wednesday, September 18 5 p.m. - 10 p.m., Friday, September 20
5 p.m. - 10 p.m., Thursday, September 19 Noon - 11 p.m., Saturday, September 21

Rental space location will be determined by the Franklin County Agricultural Fair Advisory Committee. The Franklin County Agricultural Fair Committee and the County of Franklin may, in its sole discretion, assign, designate or change rental space location. Vendors will not be allowed to move after set-up. Vendors will provide all permitted items used in the rental space.

WE ENCOURAGE YOU TO DECORATE YOUR RENTAL SPACE! Vendor banners may extend a maximum of four (4) feet above rental space awning. Vendor is responsible for ensuring proper banner size prior to fair opening. No exceptions will be made. No distribution sales, raffle sales or displaying of advertising matter (political, religious, charitable or other) will be allowed on the fairgrounds except within the designated rental space.

8. Set-up & Take-down:

(a). Set-up: Vendor will check in with designated fair staff and follow instructions as indicated on the vendor acceptance letter. If vendor does not check-in by designated time the contract is null and void with all fees previously paid forfeited unless prior approved arrangements have been made. Vendor must be unloaded and set up by 4 p.m. on Wednesday, September 18 as no vehicles or major equipment can be moved into the fairgrounds after that time. **There will be no exceptions to this rule.** Vendor must have ample inventory in the rental space by the start of the fair each day or else the inventory will have to be walked in. Service gates to the site will be closed promptly at the start of the fair each day. After service gates are close fair staff (if available) may be able to assist vendors with transporting inventory. (Please note: Students will be on the fairgrounds Wednesday-Friday)

(b). Take-down: All equipment, fixtures and/or supplies must be removed from the fairgrounds after closing on Saturday, September 21 unless prior arrangements have been made and approved for the following morning. Items not removed by Noon on Sunday, September 22 shall revert to & become the undisputed property of the fair without further notice or argument.

9. Vendor Vehicle Access:

Vehicles, whether for transportation or storage, will not be permitted to park on the fairgrounds during fair operating hours. Parking at the site is permitted while unloading, but vehicle must be moved to the designated parking area once finished. No vehicles will be allowed on the fairgrounds after 9 a.m. on Wednesday, September 18, Thursday, September 19 and Friday, September 20, or after 10 a.m. on Saturday, September 21. Service gates to the site will be closed promptly at the start of the fair each day.

One approved storage unit may be permitted on the fairgrounds. An adequate description and photo of the storage unit must be presented to the Fair Advisory Committee for approval prior to the start of the event.

10. Rental Space Cleanliness, Trash:

Rental Spaces should be kept clean and neat. It is to everyone's benefit to make all spaces appealing to our customers and the public in general. All trash from set-up and operation of the rental space must be placed in dumpsters in the designated area as necessary. Large cardboard boxes must be placed in dumpster and not in trash cans located in concession area. We encourage the promotion and use of recycling of waste materials.

11. Prize Drawings:

All vendors that conduct prize drawings must submit to the Franklin County Agricultural Fair Advisory Committee, prior to closing of the last day of the fair, a written statement listing the name, address, phone number and prize that was/will be awarded/delivered to each winner.

12. Vendor Change (cash):

Vendor is responsible for providing their own change (cash). Neither the Franklin County Agricultural Fair Advisory Committee nor the County of Franklin will provide change (cash).

13. Sale or Distribution of Inventory, Food and Beverages:

Vendors may only sell or distribute approved items, which shall not include agricultural fair-themed T-shirts, caps, posters, or drinking cups. The Franklin County Agricultural Fair Advisory Committee and the County of Franklin have exclusive rights to all agricultural fair-themed T-shirts, caps, posters, or drinking cups sold at the site. Sale or promotion of these items within vendor booth is prohibited. No food or beverages may be sold or distributed for

consumption on fair premises by anyone except authorized food vendors.

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 Advisory 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 Advisory 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 Advisory 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 Advisory 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 Advisory 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 Advisory 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 Advisory 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 Advisory 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 Advisory 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 Advisory 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.