



FOOD VENDOR FAIR RULES AND REGULATIONS

Franklin County Agricultural Fair Advisory Committee, County of Franklin and Food Vendor (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 cost of space rental (and refundable deposit fee) during the Franklin County Agricultural Fair, being held September 17-18, 2021 at Franklin County Recreation Park, 2150 Sontag Road, Rocky Mount, is outlined on the application. Each vendor is required to submit a completed and signed application, applicable space rental fee and refundable deposit fee no later than the deadline of July 16, 2021. Checks should be made payable to: County of Franklin ("Food 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 Advisory Committee 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. Fees Schedule and Cancellations:

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

Deposit fee is refundable provided that all conditions in the following four sections are satisfactorily met: *Section 5* – Food Vendor Permits, State Sales Tax, and Local Food & Beverage Tax; *Section 9(b)* – Take-down; *Section 11* – Rental Space Cleanliness, Trash, Grease; and *Section 14* – Early Departure.

5. Food Vendor Permits, State Sales Tax, and Local Food & Beverage Tax:

Vendors who do not hold a valid permanent Virginia Department of Health (VDH) Food Establishment Permit must submit a Temporary Food Permit application to the Virginia Department of Health via the Franklin County Health Department no later than 10 days before the event. Food vendors will need a permit from the health department to operate rental space and a copy of the permit/license must be presented to the Franklin County Agricultural Fair Committee and County of Franklin. For more information on obtaining a permit, contact the Franklin County Health Department, 365 Pell Ave., P.O. Box 249, Rocky Mount, VA 24151, (540) 484-0292, or visit <http://www.vdh.virginia.gov/environmental-health/food-safety-in-virginia/tfe/>.

Vendors are responsible for collecting, reporting and paying all applicable Virginia State Sales Tax as well as Franklin County Prepared Food and Beverage Tax. Vendors must be registered with the Virginia Department of Taxation. Franklin County businesses must also be registered with the Franklin County Commissioner of Revenue. All Vendors must submit a Franklin County Special Event Prepared Food & Beverage Tax application to the Commissioner of Revenue. The Commissioner of Revenue office offers assistance in completing state and local forms. For more information, contact the Franklin County Commissioner of Revenue, 1255 Franklin Street, Suite 102, Rocky Mount, VA 24151, (540) 483-3083, or visit www.franklincountyva.gov/commissioner-of-revenue.

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: 4 p.m. - 10 p.m., Friday, September 17 12 p.m. - 10 p.m., Saturday, September 18

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.

Only pre-approved electrical equipment will be allowed in rental space. Electrical capacity cannot be increased once the fair has begun. Vendor must provide tent lighting and extension cords for electrical needs. Extension cords are not allowed in the walkways. Vendor will provide all other 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. Vendor Duplication/Restrictions:

Vendors will not be allowed to sell certain food items due to our midway contract. These items are outlined in the Food Vendor Restrictions. Furthermore, the Franklin County Fair Committee and County of Franklin will not duplicate vendors or menu offerings on the same site, unless it is deemed necessary. As such, we reserve the right to duplicate vendors and/or duplicate menu offerings if it is deemed necessary.

9. 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 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 18 unless prior arrangements have been made and approved for the following morning. Items not removed by Noon on Sunday, September 19 shall revert to & become the undisputed property of the fair without further notice or argument.

10. Vendor Vehicle Access and Storage/Refrigeration Vehicle:

Vendor 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 2 p.m. Friday, September 17 and after 10 a.m. Saturday, September 18. Service gates to the site will be closed prior to start of the fair each day.

One approved storage/refrigeration vehicle may be permitted on the fairgrounds. Storage vehicles are defined as trucks, cars or trailers used to store food and/or equipment. Should you request a storage/refrigeration vehicle be used, an adequate description and photo of it must be presented with the application to the Fair Advisory Committee for approval. Only those vehicles listed on the application and approved by the Franklin County Agricultural Fair Advisory Committee and County of Franklin will be permitted. No exceptions will be made.

11. Rental Space Cleanliness, Trash, Grease:

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. No grease will be allowed to be dumped in any area of the park/fairgrounds including, but not limited to, sewer, garbage containers or grass.

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. Samples of menu items may be given at the discretion of the individual food vendor.

14. Early Departure:

Vendor must occupy rental space during fair operating hours. Vendor must notify the Food Vendor Committee Chair if inventory is depleted prior to fair closing and may request authorization for shutdown of vendor operations and early departure.

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:

A certificate of insurance for public liability insurance (commercial general liability insurance) must be furnished to the Fair Advisory Committee by each Vendor after notification of acceptance, but prior to Vendor check in [Section 9(a)]. It must include coverage for bodily injury, property damage, personal injury, and products/completed operations in the amount of not less than one million dollars (\$1,000,000) for any single occurrence and list the County of Franklin, Virginia and Franklin County Agricultural Fair, its agents, employees or assignees as additional insured parties. Vendor will not be allowed to enter fairgrounds without prior submission.

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.