

RICHMOND COUNTY FAIR ASSOCIATION INC.

NON FOOD VENDOR CONTRACT AND AGREEMENT (August 8-12, 2023)

PO Box 158, Warsaw, VA 22572

Vendor Rates:

15'x12 Standard Space

- Non Food Vendor \$200
- () Additional Vendor Passes @\$10.00 each

Total Fee Due: \$

Site Set Up and Admission

1. The Fairgrounds are located at 315 Community Park Drive, Warsaw, VA 22572
2. The Fairgrounds will be open and available for access daily, beginning 08/08/2023 at 9:00 am for setting up equipment, displays etc.
3. All non-business vehicles and equipment (including vehicles) must be removed from the sites by 4:30 pm daily.
4. NO PARKING OR DRIVING IS ALLOWED IN THE VENDOR AREA DURING OPERATING HOURS
5. Fair gates open at 6:00 pm nightly and vendors are expected to be ready and available for business at this time.
6. Fair hours are 6:00-11:00 pm. Non Food Vendors are required to remain open until 11:00 pm nightly.
7. Site access shall be provided at any time to Fair management or officials for inspection.
8. Trash disposal is provided for guest needs. Vendors are solely responsible for removal of trash generated during operation. This is included but not limited to garbage/refuse, packaging, boxes etc. Vendors found disposing of these items in any manner otherwise are subject to loss of the cleaning fee and/or dismissal for the remainder of the event without refund of any fees or rates previously paid.
9. Each non food vendor will receive 2 Vendor passes valid for event duration. Additional passes may be purchased for \$10.00 each. All employees are required to have a Vendor Pass (may be exchanged between employees on different days).

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Terms

1. Non food vendors must show proof of insurance by providing the Richmond County Fair Association, Inc. with a Certificate of Insurance with Minimum Commercial General Liability limits of \$500,000 (five hundred thousand) per occurrence. The Certificate must be submitted with all applicable lines of insurance identified and complete information provided. The “Description of Operations” space must be completed with relevant information regarding the name of the event, the time and dates of the event and the location. Certificates without this information will be rejected.
2. The Certificate of Insurance must also contain the following language:

“Richmond County (including its elected and appointed officials, agents and employees) is added as an additional insured with respect to the Richmond County Fair. Coverage afforded under this policy shall be primary to all other insurance with respect to Richmond County Fair (including its elected and appointed officials, agents and employees).”

AND

“Richmond County Fair Association, Inc.. (including its elected and appointed officials, agents and employees) is added as an additional insured with respect to the Richmond County Fair). Coverage afforded under this policy shall be primary to all other insurance with respect to Richmond County Fair Association, Inc. (including its elected and appointed officials, agents and employees).

3. The vendor agrees hereby to hold harmless, to indemnify and to defend the Richmond County Fair Assoc., Inc., its officers, directors and representatives and the Richmond County Board of Supervisors, its members and employees, from any and all claims, demands or lawsuits of any nature whatsoever made against them and arising out of advanced preparation of products, setting up, installation, operation, taking down or removal of equipment and goods by vendor or for any actions by vendor employees.

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4. For any damages or injuries that may be done to or suffered by said vendor, he or she, or they, shall have redress against the person or persons causing the damage or injury, and not against the Richmond County Fair Assoc., Inc. or the Richmond County Board of Supervisors, it being understood that the Richmond County Fair Assoc. Inc. guarantees nothing except what is expressly contained in this contract.
5. The vendor agrees to assume and obtain all state, county and town licenses, taxes and inspections as required by law for operation at this event. Vendor names shall be submitted to the Town Office.
6. Said vendor agrees to handle, display, sell or operate only such articles or devices as may be specified in this contract, and only upon the space and at the stand or booth assigned, unless otherwise specified herein, or permitted by prior approval of the Fair management.
7. No subletting or substitution of vendor space occupants shall be permitted.
8. The Fair Board of Directors reserve the right to restrict merchandise or activity being offered at any booth or at any other place on the Fair property. This is a family event and all efforts will be made to keep the overall atmosphere appropriate for such an audience.
9. The vendor shall at all times display an appearance of professionalism and moral conduct. Vendors and employees should be dressed appropriately and conduct themselves with respect in regard to attendees and staff.
10. Each vendor is responsible for securing his/her own property. Richmond County Fair management is not responsible for theft or personal injury.
11. Vendors must acknowledge and abide by requests from the Richmond County Fair management, Law Enforcement and/or Fire Marshal as well as providing unrestricted access to the site for inspection at any time during the event including before, during and after operating hours.

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12. The use of loudspeakers, PA systems of any type or the use of other devices creating noise or nuisance objectionable to fair officials is not permitted. **This includes generators.**
13. **THE FOLLOWING ITEMS ARE RESTRICTED AND WILL NOT BE PERMITTED FOR DISTRIBUTION**
- **Weapons (Including but not limited to knives/swords, firearms, nun-chuks, brass knuckles, stun/taser items etc.)**
 - **Any clothing or items containing profanity or offensive and derogatory language or images**
 - **Laser Pointers**
 - **Explosives/flammables (Including but not limited to fireworks, firecrackers, sparklers etc.)**
 - **Prank Items (stink bombs, noise makers etc.)**
 - **Alcohol, Tobacco, Drug and Vaping devices and related paraphernalia**
14. No other items shall be considered exclusive to said vendor unless ***SPECIFICALLY*** noted on the final list of approved items approved by the vendor. This is at the Fair Management's discretion. Every attempt shall be made to offer fair and unbiased selection and reduction of competition so that all vendors have the best opportunity of financial success.
15. In the event that the Fair is canceled or postponed, in whole or in part, for any reason beyond the Fair's control, including but not limited to weather, acts of God, and decisions by public officials, the food vendor agrees that the Fair will not be liable for any loss of income, promotional/marketing opportunities, costs, or other damages incurred on the part of the food vendor.

Generalized Description of Items to Be Sold:

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I _____ do understand and agree to abide by the above terms and conditions set forth in this contract and agreement. I understand that failure to abide by the conditions set forth could result in loss of any fees paid, removal from the fair premises and/or loss of consideration for future privileges at Fair events.

Enclosed is a check or money order for \$_____

I understand there will be a \$50.00 fee for any check returned as NSF.

Signature: _____

Printed Name: _____

Date: _____

Business Name: _____

Mailing Address: _____

Daytime Phone: _____

Cell Phone: _____

Email: _____

INTERNAL USE ONLY. DO NOT WRITE BELOW THIS LINE

Date Agreement Received: _____

- Payment Received
- Insurance Certificate Received
- Approved and Vendor Contacted