

HANCOCK COUNTY 4-H FAIR COMMERCIAL VENDOR CONTRACT

Lessor: HANCOCK COUNTY 4-H CLUB AGRICULTURAL ASSOCIATION, INC., 620 Apple St., Greenfield, IN 46140 (referred to herein as "HCAA" or "Lessor")

Lessee: _____
 Vendor Name Name(s) of Owner (referred to herein as "Vendor" or "Lessee")

 Address City State Zip Code

 Phone Number(s) (please provide 2) Website and/or E-mail Address

Lease Term - Hancock County, 4-H Fair, Friday, June 19, 2020 through Friday, June 26, 2020.

List Items, to be sold or exhibited (Be specific to avoid too much duplication) Attach List as needed but please be specific. Any attachment shall be incorporated into this contract and a part thereof.

VENDOR SPACE REQUEST and REQUIREMENTS

| <i>Please fill in appropriate spaces</i> | Quantity | Total Charges |
|---|---|--|
| Commercial Building Booth- 15' x 15' space (\$350.00) (includes access to 110V, 20A outlet) | | \$ _____ |
| Commercial Tent Booth- 15' x 15' space (\$300.00) (includes access to 110V, 20A outlet) | | \$ _____ |
| Non Food Vendor Outdoor Exhibit Space 20 x 20 Space (\$300.00) Power and Water Access not included | | \$ _____ |
| The above described space request, as such may be modified by HCAA upon written acceptance of this contract, shall constitute the leased space hereunder. Payment in Full, Certificate of Insurance, and Completed Contract must be returned by March 18, 2020 to guarantee space availability. There will be no refunds or guarantee of space after June 1, 2020. For Commercial Vendor Information Contact: Christie Proper 317-462-1469 contractshc4haa@gmail.com * A service charge of \$25.00 will be charged for all NSF checks. | SUBTOTAL: (from above) TOTAL DUE: BALANCE PAID: | \$ _____ \$ _____ \$ _____ |

Lessee must sign, date and mail this executed contract (keep a copy for your records) along with a copy of insurance coverage and a check or money order payable to Hancock County 4-H Agricultural Association, Inc. for payment as described above. This Contract will not be accepted without return of all required items, including payment, certificate of insurance, deposit, and signed contract. HCAA will send confirmation of acceptance providing time permits. **By signature below Lessee acknowledges that it has carefully read, agrees to and accepts the terms and conditions set forth on all four (4) pages of this agreement.**

ACCEPTED _____, 20____ by Lessor:

Signature of Lessee or Representative

Date Signed by Lessee or Representative

By: _____
Signature of Lessor Representative

Printed Name & Title of Lessor Representative

**** Please mail the signed contract, certificate of insurance and payment to: Hancock County 4-H Ag Association, Attn: Commercial Vendors, 620 Apple Street, Greenfield, IN 46140. No space will be held without payment.**

For Office Use Only

Signed & Dated Contract Received Certificate of Insurance Received

Full Payment Received - Amount \$ _____ Check# _____

Space Assigned: _____

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For good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Lessee agrees to lease from Lessor, the above-described lease space for the lease term and upon all terms and conditions contained herein.

1. Acceptance. This contract does not imply or guarantee that space will be available or offered to Lessee until it is accepted by the signature of a duly authorized representative of HCAA below. No valid or binding contract is formed until acceptance. HCAA reserves the right to assign space based upon other vendors and products seeking space and to establish exhibit themes. HCAA strives to maintain a balanced variety of products and services in exhibits and does not wish to overload one building or outside area with similar or like products. In the event of a mistake in lease space contracted or assigned, the HCAA reserves the right to determine settlement thereof which determination shall be final.
2. Subletting Prohibition. Neither this contract nor the leased space may be sublet or shared by two or more vendors, individuals or entities. Violation of this provision will result in (a) the immediate ejection of the Lessee from the space, (b) forfeiture of any deposit or payments made by Lessee and (c) removal of the Lessee from future consideration to lease space during the Hancock County 4-H Fair.
3. **Insurance. All vendors must have liability Insurance in the amount of not less than \$1,000,000 combined single limits. A copy of the certificate of insurance coverage must be sent to HCAA along with this signed contract to avoid delays in set-up. A valid original certificate of insurance must be presented to HCAA prior to set up. The certificate must show the Hancock Co 4-H Agricultural Association, Inc. as an additional insured party for liability coverage. Employers leasing space must also carry worker's compensation on all employees working for them, as required by Indiana Law. A copy of the worker's compensation insurance coverage must be presented to HCAA prior to set up.**
4. Food Sales Restrictions. Except for approved food vendors, no sale of concession type food or drinks is permitted. Vendors may give away free samples. Except approved food vendors, booths may not sell bottled water, sports drinks, fruit juices, or carbonated drinks. No roving vendor, concession or solicitor action from either a profit or non-profit organization or on its behalf shall be permitted on the fairgrounds or parking lots. All solicitations for either contributions or sale must be made from within the confines of a booth or display area as authorized by this contract.
5. Tent Rental. Tent Rental is provided as a service to exhibitors and vendors for a fee. These tents include sides and will be set up and are removed by the tent provider. If a size is needed that is not listed above, please contact HCAA for additional sizes and prices.
6. Leased Space, Set Up and Tear Down. Space rental does not include tables, chairs, or building materials. No Fairgrounds personnel or fairgrounds equipment will be available to help set up any leased space. If extra help is needed for set up, it must be provided by Lessee. All vendors will have their equipment (used in connection with the leased space) clean and presentable and subject at all times to inspection and decisions of HCAA are final. All aisles must be open (free of display material and booth personnel) at all times. All materials pertaining to Lessee's booth including banners must be within the leased space. Vendors are asked to keep booth space clean and free of debris. Trash containers are provided on the fairgrounds. Due to fire and safety codes, no doorways marked with an "Exit" sign are permitted to be blocked in any manner, for any reason. All Vendors must set up and tear down their leased space as follows:
 - a. **SET-UP - Thursday, June 18, 2020 8:00 am - 9:00 p.m. Contact Christe Proper (317-462-1469) if you cannot complete set up within these times. No early set up is permitted.**
 - b. **TEAR DOWN - After 10:00 pm Friday, June 26, 2020. ALL vendor and exhibitor property MUST be removed no later than Saturday, June 27, 2020 at 8:00 a.m. All rental tents must be cleared of Vendor property no later that 8:00 a.m. Saturday, June 27, 2020. Early tear town is not permitted and will forbid the vendor/ exhibitor the right to rent space the following year. Refundable deposits will be returned to vendors if contract terms are met. Tents will be removed and HCAA will not be responsible for vendor property left in rented tents.**
7. Required Operating Hours. Please refer to the fair program on the website <http://yourhancockfairgrounds.com> for details of daily activities. **ALL vendors must open no later than 5:00 p.m. Friday, June 19, Monday June 22 thru Friday, June 26 and remain open until 10:00 p.m. and Saturday June 20 and Sunday June 21 all vendors must open at 3 p.m. and remain open until 10 p.m. ALL vendors must open no later than 5:00 p.m. each weekday of the fair and remain open until 10:00 p.m. with booths manned during the entirety.** Failure to man booths during the required hours may result, at HCAA's discretion, in (a) the immediate ejection of the Lessee from the space, (b) forfeiture of any deposit or payments made by Lessee and (c) removal of the Lessee from future consideration to lease space during the Hancock County 4-H Fair. Vendors are welcome to vend throughout the set up period once permits have been obtained and booths have been inspected.

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8. General Information and Terms.
- a. Location. The Hancock County 4-H Fair is held at the Hancock County Fairgrounds located at 620 Apple Street, Greenfield, Indiana. Additional area information on hotels, restaurants and general information may be found on the Hancock Co. Visitors Bureau website at www.hcvb.org.
 - b. Electric and Water. Electricity hook-up shall be made by an electrician designated by HCAA only. Lessee must provide amperage requirements above so required service needs can be met and to prevent delays during set up. Water hook up will be available through shared hydrants so vendors should be prepared with a multiple adaptor to insure easy set up. No Air Conditioner Units will be allowed.
 - c. Waste Storage/Dumping. There are NO wastewater sewage hook ups available. Vendor must provide a Blueboy (or similar) wastewater holding container for dumping in designated sites.
 - d. Security. Security will be on the grounds from Friday, June 19, 2020 through Friday, June 26, 2020. Every effort will be made to protect vendor booths and displays; however, ultimately, Lessee shall be responsible for the security of any and all items in its respective booth and display. HCAA will not be responsible for any items left after closing on the final night of the fair at 10:00 p.m.
 - e. Vehicles. Vehicles will be permitted inside the fairgrounds between the hours of 7:00AM and NOON each day **for booth service only**. Parking permits are not available for commercial vendors due to lack of parking space; free parking is located on the northwest end of the fairgrounds.
 - f. Flammables. All positive battery terminals must be disconnected. No gasoline, acetylene, inflammable oils, or explosives are permitted, under any circumstances, in the leased space. All gasoline operated equipment such as mowers, weed eaters, chain saws, etc. must be empty and have the caps taped down as per the State Fire Marshal. All helium tanks must be secured as to prevent falling.
9. Indemnification and Hold Harmless. The HCAA and Hancock County 4-H Fair assume no liability for any loss or damage to property or by reason of any claim for personal injury, including death. The HCAA and Hancock County 4-H Fair shall not be held liable to any vendors or its employees for any damage done to or sustained by a vendor, its leased space, its employees, or anyone who comes in contact with the leased space. Lessee agrees to indemnify and hold Lessor and its officers, agents and volunteers, harmless from any and all injury and/or damage resulting from and during Lessee's use of the leased space.
10. General Prohibited Activities. Lessee agrees to refrain from the following prohibited activities which may be supplemented anytime at the discretion of HCAA.
- a. No knives or guns shall be allowed on the fairgrounds unless approved for leased space. No Items may be exhibited or sold that shoot a projectile or that can be misconstrued as a weapon.
 - b. No suggestive, offensive or obscene materials may be displayed or distributed. HCAA reserves the right to ask that offensive items be removed from any leased space.
 - c. No person shall be permitted to bring onto any part of the Hancock County Fairgrounds during the Hancock County 4-H Fair any animal, bird or reptile except for those participating in a competition or show sanctioned by the Fair or licensed service animals. Persons violating this rule will be immediately requested to leave.
 - d. No loud speakers, loud speaking devices or undue noises are permitted by vendors, excepting amusement operators.
 - e. No Beer or Alcoholic Beverages. No beer, wine, liquor, or other forms of alcoholic beverages, whatsoever, are permitted to be served, consumed or present on the Fairgrounds. Lessee is responsible for enforcing this rule. Failure to follow this rule will result in immediate ejection and forfeiture of any and all sums paid by Lessee as well as all future lease privileges.
 - f. No Smoking. No smoking is permitted in any of the buildings located upon the Fairgrounds, whether the building is enclosed or open due to local ordinance and the Indiana State Fire Marshal.
 - g. Severe Weather. In case of severe weather, HCAA may cancel events and/or announce an early closing time in which case Vendors are responsible for securing their leased space and personnel.
11. Default/Failure to Comply. Lessor reserves the right to refuse future use of the buildings and/or facilities to those that do not comply with the terms of this Rental Agreement, or otherwise fail to cooperate with regard to the rental of such facility.
12. Attorney Fees. In the event Lessee breaches or fails to comply with the terms of this Contract, Lessee shall be responsible to Lessor for any and all costs of such breach or failure, including reasonable attorney fees.

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13. General Provisions.
- a. Counterparts. This Contract may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument. The parties further agree that the Contract may be transmitted between them by electronic mail or facsimile machine and that they intend faxed or electronic signatures to constitute original signatures and are binding on the parties. The original document shall be promptly executed and/or delivered, if requested.
 - b. Law Governing and Forum Selection. This Contract shall be governed by and construed in accordance with the laws of the State of Indiana and any dispute, arbitration, suit or action which is brought by any party under this Contract shall be brought in Hancock County, Indiana.
 - c. Titles and Captions. All section titles or captions contained in this Contract are for convenience only and shall not be deemed part of the context nor effect the interpretation of this Contract.
 - d. Entire Agreement. This Contract contains the entire understanding between and among the parties and supersedes any prior understandings and agreements among them respecting the subject matter of this Contract.
 - e. Agreement Binding. This Contract shall be binding upon the heirs, executors, administrators, successors, transferees and assigns of the parties hereto.
 - f. Pronouns. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular, or plurals the identity of the person or persons may require.
 - g. Presumption. This Contract or any section thereof shall not be construed against any party due to the fact that said Contract or any section thereof was drafted by said party.
 - h. Further Action. The parties hereto shall execute and deliver all documents, provide all information and take or forbear from all such action as may be necessary or appropriate to achieve the purposes of the Contract. Also, in order to ensure performance hereunder and to implement the provisions of this Contract, all parties hereto shall take whatever action and do such things as may be required, necessary or advisable so as to carry out the terms of this Contract.
 - i. Parties in Interest. Nothing herein shall be construed to be to the benefit of any third party, nor is it intended that any provision shall be for the benefit of any third party.
 - j. Savings Clause. If any provision of this Contract, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Contract, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.
 - k. Waiver. The failure of either party to this Contract to insist upon the performance of any of the terms and conditions of this Contract, or the waiver of any breach of any of the terms and conditions of this Contract, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.
 - l. Modification of Agreement. Except as otherwise specifically provided in this Contract, any modification of this Contract or additional obligation assumed by either party in connection with this Contract shall be binding only if placed in writing and signed by each party or an authorized representative of each party.
 - m. Excusable Delay. Neither party to this Contract shall be liable to the other for any loss, cost or damages, arising out of, or resulting from, any failure to perform in accordance with the terms of this Contract where the cause of such failure shall include, but not be limited to, acts of God, strikes, lockouts or other industrial disturbances, wars, whether declared or undeclared, blockades, insurrections, riots, governmental action, explosions, fire, floods, or any other cause not within the reasonable control of either party.
 - n. Assignment of Contract. Lessee may not assign this Contract or any obligations due or to become due under this Contract without the prior, express, and written consent of Lessor. Lessor may assign this Contract or any obligations due or to become due under this Contract without Lessee's consent.
 - o. Authority to Execute. The undersigned persons if executing this Contract on behalf of a corporation, limited liability entity or principals represent and certify that they are duly executed officers of said entity or are acting as agents for the principals and are fully empowered to execute and deliver this Contract on behalf of said entity or principals and that said principals have full capacity to enter into this Contract and all necessary entity action or principal approval for the making of this Contract has been taken and done.
14. HCAA reserves the right to change the terms, conditions, rules and regulations contained herein, upon notice to Lessee, at any time it deems necessary for the orderly operation of the Hancock County 4-H Fair.