

2024 HANCOCK COUNTY 4-H FAIR SWEET TREATS VENDOR CONTRACT

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

Lessee:

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

Address _____ City _____ State _____ Zip Code _____

(_____) (_____) _____
Phone Number(s) (please provide 2 if available) _____ E-mail Address (required) _____

Lease Term - Hancock County 4-H Fair, Tuesday, June 18 OR Thursday, June 20 through Friday, June 28, 2024.

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 made a part thereof:

SWEET TREATS VENDOR SPACE REQUEST and REQUIREMENTS

<i>Please fill in appropriate spaces</i>	Quantity	Total Charges
Sweet Treats Corner 15' x 15' space (\$250.00) *Includes access to 110V, 20A outlet		\$ _____
Additional Days – Tuesday, June 18 – Wednesday, June 19, 2024 (\$25/day, \$50/Total) *See Page 2, Food Restrictions		\$ _____
The above-described space request, as such may be modified by HCAA upon written acceptance of this contract, shall constitute the leased space hereunder. <div style="background-color: yellow; padding: 5px;"> Payment in Full and Completed Signature Page must be returned by April 1, 2024 to guarantee space availability. Contracts submitted AFTER April 1, 2024 will be subject to a \$50.00 late fee, AND will not be guaranteed a space. </div> <div style="background-color: yellow; padding: 5px; margin-top: 5px;"> There will be no refunds issued after April 12, 2024. </div> <div style="text-align: center; margin-top: 10px;"> For Vendor Information, Contact: PENNY HUNT, 317-627-1717 (please text) OR yourhancockfairvendors@gmail.com </div> <div style="text-align: center; margin-top: 10px;"> * A fee of \$35.00 will be charged for all NSF checks. </div>	\$50 LATE FEE: (submitted after April 1, 2024) \$ _____ TOTAL DUE: \$ _____ BALANCE PD: \$ _____	

By signing below, Lessee acknowledges that Lessee has carefully read, agrees to, and accepts the terms and conditions set forth on all four (4) pages of this agreement.

ACCEPTED _____, 2024 by Lessee:

ACKNOWLEDGED _____, 2024 by Lessor:

Signature of Lessee or Representative

Signature of Lessor Representative

Date Signed by Lessee or Representative

Printed Name & Title of Lessor Representative

**** Mail or deliver the SIGNATURE PAGE of the contract and payment (check or money order) 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

Completed SIGNATURE PAGE	Rec'd by: _____	Date: _____
Payment In Full	Rec'd by: _____ Check # _____	Date: _____

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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. **Health Permits.** All food vendors are responsible for obtaining county health permits and must keep their prices posted in plain sight to the public. **Permits must be obtained, and a copy submitted to HCAA prior to Friday June 13, 2024 at 3:00 p.m.** Please carefully read Hancock County Health Department requirements to ensure compliance. Indiana requires each vendor to have a Certified Safe Food Handler. Contact the Hancock County Health Department located at 111 American Legion Place, Rm. #150, Greenfield, Indiana phone (317) 477-1125, website: <https://hancockin.gov/235/Forms>. Fees cannot be accepted on location and must be paid at HCHD office.
4. **Food Sales Restrictions.** The HCAA reserves the right to be the sole seller of Lemon Shake Ups/Lemonade for the entirety of the fair. IN ADDITION, the following are limited to exclusive sale by the carnival from June 18 – 23, 2024 and are NOT to be sold by any other vendor during that time: Cotton Candy, Popcorn, Kettle Corn, Soft Serve Ice Cream, Funnel Cakes, Fried Oreos, Corn Dogs, Snow Cones/Shaved Ice, Shake Ups (not lemon).
5. **Prices.** Vendors must post prices, and they must be visible to the public during all operating hours
6. **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 removed by the tent provider. Please contact HCAA for sizes and prices.
7. **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** – Monday, June 17, 2024, 8:00 am – 8:00 pm OR Thursday, June 20, 2024, 8:00 am - 3:00 pm. Contact **Penny Hunt** (317-627-1717) if you cannot complete set up within these times. NO early set up is permitted.
 - b. **TEAR DOWN** - After 10:00 pm Friday, June 28, 2024 or Saturday, June 29, 2024 from 7:00 am – 9:00 am. **ALL vendor and exhibitor property MUST be removed no later than 9:00 am Saturday, June 29, 2024 from any and all vendor spaces; HCAA will NOT be responsible for any vendor property left on the premises.** Early tear down is not permitted and will prohibit the vendor/ exhibitor the right to rent space the following year. Refundable deposits will be returned to vendors if contract terms are met.

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8. **Required Operating Hours.** Please refer to the fair program on the website <http://yourhancockfairgrounds.com> for details of daily activities. **ALL vendors MAY open as early as 7:00 am daily, but MUST open no later than the indicated start time each day and remain open until the indicated close time each day.**

Tuesday – Wednesday, June 19 – 20, 2024	OPEN 3:00 pm – CLOSE 10:00 pm
Thursday – Friday, June 20 – 21, 2024	OPEN 3:00 pm – CLOSE 10:00 pm
Saturday – Sunday, June 22 – 23, 2024	OPEN 1:00 pm – CLOSE 10:00 pm
Monday – Friday, June 24 – 28, 2024	OPEN 3:00 pm – CLOSE 10:00 pm

ALL vendors must abide by the hours indicated above with booths manned during the entirety. *Failure to man booths during the required hours may result, at HCAA's discretion, in forfeiture of any deposit or payments made by Lessee and 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.

9. **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 County Tourism website at www.visitinhancock.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 ensure easy set up.
- 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. Grease traps are not available during the week of the fair; however, containers for waste grease will be provided at time of tear down. Storage containers for any waste grease during the lease term should be maintained by Lessee.
- d. **Security.** Security will be on the grounds from Monday, June 17, 2024 through Friday June 28, 2024 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.**
- 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.

10. **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.

11. **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.

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- 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 during the 4-H Fair. 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.
12. **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.
13. **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.
14. **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 affect 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

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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.

15. 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.