





## CRAWFORD COUNTY FAIR COMMERCIAL BOOTH AGREEMENT

This COMMERCIAL BOOTH AGREEMENT is made and entered into by and between the below named Vendor and Crawford County Fair Board ("Fair Board") for the Crawford County Fair ("Fair").

Witness that in consideration of the mutual promises and covenants contained herein and the faithful performance by Vendor of all such covenants, Vendor and Fair Board agrees as follows:

### SCOPE, DATES, AND STAFFING LEVELS

1. Vendor shall have the sole right to use, for the period of the Crawford County Fair, a "Standard Exhibit Space" approximately 10' x 10' on the Crawford County Fairgrounds. In which space the Vendor agrees to exhibit only **one** business named above. (Access for additional businesses can be purchased for an additional fee). Additional booth areas are also available.
2. No Vendor will restrict the view of adjoining/neighborhood Vendor's booth to visitors passing through.
3. Commercial Booth Vendor (Profit/Non-profit) agrees to man the exhibit space during the following times at the fair:

Thursday:	11:00 AM to 9:00 PM
Friday:	11:00 AM to 9:00 PM
Saturday:	11:00 AM to 9:00 PM
Sunday:	11:00 AM to 4:00 PM

**Failure to be in your booth at these times, without written consent by the Crawford County Fair Board, may result in loss of exhibition privileges for future Fairs. Any vendor not completing set-up by 11:00 AM on Thursday may lose exhibition privileges for the contract year and/or may lose vendor/exhibition privileges permanently. No refunds will be given for Vendors losing exhibition privileges.**

4. Food Booth Vendor (Non-profit) agrees to man the exhibit space during the following times at the fair:

Thursday:	11:00 AM to 10:00 PM
Friday:	11:00 AM to 10:00 PM
Saturday:	11:00 AM to 10:00 PM
Sunday:	11:00 AM to 4:00 PM

Dates and hours of operation must include but are not limited to the hours presented.

5. No Vendor may remove their exhibit prior to **Sunday, 4:00 PM**, without written consent from Fair Board.

### FINANCIAL RISK

1. Vendor acknowledges and agrees that Fair Board's prime objectives in entering into this Agreement are to ensure the availability of quality goods at a reasonable cost to Fair patrons and to encourage that Vendor's participation in the Fair will be profitable for Vendor. Vendor acknowledges and agrees this is a very demanding business opportunity, which involves risk and requires considerable manpower and organizational leadership, and further acknowledges that while Vendor has the potential for substantial earnings, there is also the potential for substantial loss. Vendor acknowledges and agrees that Vendor is solely responsible for protecting against forms of loss.

### RENTAL FEE AND SCOPE

1. Profit Booth Vendor shall pay a flat fee of \$75.00 per Standard Exhibit Space (10' x 10') in exchange for the right to occupy said space from Thursday through Sunday of the fair in a location to be designated by the Fair Board. Access for additional businesses occupying the same Standard Exhibit Space can be purchased for an additional \$50.00 per business.
2. Non-Profit Booth Vendor shall pay a flat fee of \$75.00 per Standard Exhibit Space (10' x 10') in exchange for the right to occupy said space from Thursday through Sunday of the fair in a location to be designated by the Fair Board. Access for additional businesses occupying the same Standard

Exhibit Space can be purchased for an additional \$50.00 per business.

3. Non-Profit Food Booth Vendor shall pay \$250 for the right to operate a Food Booth at the Crawford County Fair. The Food Booth Rental fee shall be payable as follows: \$250 due upon contract signing. Food Booth **Vendor shall furnish Fair Board with a valid certificate of broad form general liability, completed operations and products insurance coverage for personal injuries and property damage with combined single limits coverage of not less than \$1,000,000.00 with Crawford County named as additional insured parties on or before thirty days prior to the fair. Fair Board shall not allow Vendor to operate until proof of insurance has been presented to the appropriate Fair Board official.**
4. Said rental fees shall be payable as follows: 100% upon the signing of this agreement.
5. Fair Board will provide general overhead illumination and will attempt to make available, if requested, one standard electric outlet for 100-volt 50 cycle alternating current and any other electrical needs. There will be no charge for the electrical current used from the said one outlet, providing no more than 300 watts will be taken from said outlet. Additional electricity used/required will be paid for by Vendor. No neon or illuminated signs or exposed lighting will be permitted within exhibit areas unless special permission is granted by the Fair Board. All connections to utility lines must be made by Fair Board at Vendors expense. Estimate of cost will be provided upon request.
6. This agreement permits the use of exhibit space for the sale of goods/services and for exhibit purposes. Vendor understands that if the privilege to operate machinery or other appliances in motion, or to use sound amplification equipment in connection with said exhibit may be desired, separate application must be made to and written permission secured from the Fair Board. The acceptance by the Fair Board of this agreement does not include the granting of such privileges, unless specified herein.
  - a. Goods/services may be sold, and orders taken only within the confines of the exhibit. Solicitation above a normal speaking tone of voice is not allowed. Unless variance is requested by vendor and approved in writing by the Crawford County Fair Board, sound-producing devices (except for medical devices) and/or sound amplification equipment is allowed.
7. Vendor shall not assign or sublet said space, or any part thereof, without the written and duly signed consent of the Fair Board.
8. Cancellation of exhibit space for any non-emergency reason will result in forfeiture of fees.
9. No weapons of any type are to be sold and/or given away at the Crawford County Fair.
10. Content contained in Vendor booths must be family friendly, as deemed by the Fair Board, and may not include attacks of a person, business, or organization.

### CLEAN UP

1. Fair Board will provide necessary janitor service for all aisles and areas used by the public, but Vendor must, at their own expense, keep their exhibit space properly arranged and clean. Such cleaning must be completed, all coverings removed, and the exhibit dusted before the building or tent is open to the public. Receptacles will be provided at several locations to receive Vendor's trash and such trash must not be swept into the aisles or any public place.
2. All packing cases, crates and debris of any kind must be removed from the exhibit space prior to Thursday, 11:00 AM.
3. Each article of exhibition and all boxes, crates, packing material and debris of whatever nature used in connection with the exhibit space, and owned by Vendor, must be removed from the building and grounds by Vendor at

Vendor's expense, no later than two days after the official closing day of the Crawford County Fair. It is understood that in the event of Vendor's failure to vacate said premises as herein provided, unless permission in writing is first obtained, the Crawford County Fair Board may and is hereby authorized and made the agent of Vendor to remove and store the exhibit and all other material of any nature, at Vendor's risk and expense, and Vendor shall reimburse the Crawford County Fair Board for expenses thus incurred.

#### **SECURITY AND RISK OF LOSS**

1. Vendor is responsible for all items left on Fair premises, including but not limited to, those items left in Vendor's location during the hours of operation. Vendor shall be always solely responsible for its own security. The risk of loss of any items belonging to or in the possession of Vendor is on Vendor. The Fair shall not be responsible for the loss or damage to Vendor's property or inventory whether attributable to theft, vandalism, weather, or any other cause.
2. Fair Board shall provide protection through the Crawford County Sheriff's Department. Vendor agrees that Fair Board shall have no security or safety obligations except those stated above and such actions by Fair Board shall in no way relieve Vendor of Vendor's responsibility to protect itself against loss or theft of Vendor's cash or property. Vendor shall fully cooperate with Fair Board in connection with the implementation of all safety procedures.
3. Vendor is entirely responsible for the space allotted and agrees to reimburse Fair Board for any damages caused by Vendor to floor, walls, Fair Board or Fair Board's representatives' property or equipment used in connection with said space.

#### **STAFF**

1. Vendor shall provide managers and sufficient staff to keep Vendor's Booth operational during the hours of the Fair.
2. Vendor's volunteers, representatives, staff, and employees shall be prohibited by the Vendor from consuming alcoholic beverages while on duty at or in Vendor's Booth.
3. Vendor and its employees are independent contractors and are not the employees, servants, or agents of Fair Board or of the County of Crawford, Wisconsin. Vendor has the sole responsibility of providing worker's compensation coverage for its employees.

#### **ACCESS TO FACILITIES**

1. Vendor shall have access to Vendor's location for set up on Wednesday from 12:00 PM to 8:00 PM and Thursday from 8:00 AM to 11:00 AM
2. Food Booth Vendor shall have access to Vendor's location for set-up on Wednesday, 10:00 AM to 8:00 PM and on Thursday from 8 AM to 11:00 AM with completion by 11:00 AM for health inspection. All booth components and/or vehicles must be removed from the Fair Grounds within 2 hours after the end of the Fair.
3. Vendor shall contact the Fair Board for any electrical power needs.

#### **COMPLIANCE WITH LAWS**

1. Vendor, all its volunteers, representatives, staff, and employees shall at all times during the Fair comply with Fair Board's rules, regulations and guidelines for the Fair and shall

at all times comply with any reasonable request of Fair Board or Fair Board's representatives.

2. Vendor shall be responsible for compliance with all ordinances of the County of Crawford, State Fire Marshall, State Food Inspector and any rules and statutes of other governmental entities having jurisdiction. The cost for such compliance shall be the sole responsibility of the Vendor.
3. Vendor is responsible for obtaining all necessary permits required in the sale of goods/services at the Fair.

#### **CANCELLATION**

1. Fair Board shall retain the right to cancel this Agreement at any time, without penalty, should the Vendor be in violation of the terms and conditions of this Agreement.
2. "The performance of this Agreement is subject to termination without liability by either party upon the occurrence of any circumstance beyond the control of either party—including, without limitation, acts of God, government regulations, disaster, pandemic/epidemic officiate regulations—to the extent that such circumstance makes it illegal, impossible or economically impracticable for the Crawford County Fair to provide, or for the Vendor at the fair/Rental of Fairgrounds in general to use, the Crawford County Fairground facilities. The ability to terminate this Agreement without liability pursuant to this paragraph is conditioned upon delivery of written notice from one party to the other as soon as practically possible and in no event more than seven (7) days after becoming aware (with reasonable diligence) of such a disabling circumstance. In the event of termination pursuant to, in compliance with and consistent with this paragraph any prepaid fees/deposits shall be returned to the payor thereof."

#### **INDEMNIFICATION**

1. Vendor shall indemnify and hold harmless to the fullest extent provided by the law, Fair Board and the County of Crawford, Wisconsin against any and all claims, damages, costs (including reasonable attorney's fees) and liabilities of any kind which arises from or in connection with Vendor's participation in the Fair, whether caused by or resulting from negligence, willful action and intentional or breach of the terms of this Agreement by Vendor, its volunteers, representatives, staff or employees or any guests or invitees of the foregoing (whatever the cause) and injuries to other individuals, to include Fair patrons, whether caused by or resulting from the action or inaction of Vendor, its volunteers, representatives, staff or employees.

#### **ENTIRE AGREEMENT**

1. It is mutually understood and agreed that no alteration or variation of the terms of this Agreement, and that no oral understandings or agreements not incorporated into this Agreement, shall be valid unless made in writing and signed by Vendor and Fair Board.
2. In the event Vendor fails to comply in any respect with the terms of this agreement all payments for this exhibit space shall be deemed earned and non-refundable by Fair Board and Fair Board shall have the right to occupy the space in any manner in the best interests of the Fair without further notice to Vendor.
3. Fair Board reserves the right to decline or prohibit any good/service, Vendor or proposed good/service or Vendor.