

# CUMBERLAND COUNTY FAIR

**September 16 - 26, 2010**  
**PO Box 64217**  
**Fayetteville NC 28306**  
**Phone - (910) 309-5785**

## INSIDE EXHIBITOR AGREEMENT

The below named vendor/concessionaire agrees to hold harmless the Cumberland County Fair and its agents, representatives, and employees from and against claims, damages and losses and expenses including reasonable attorney fees in any case where it shall be necessary to file an action: (1) arising out of the performance of the work herein which is one for bodily injury, illness, or death or for property damage including loss of use, and (2) caused in whole or in part by the vendor's / concessionaire's negligent acts of failures to act or that his agents, employees, contractor(s) or subcontractor(s) or anyone employed by them for whose act the vendor / concessionaire may be liable.

**BUSINESS / INDIVIDUAL NAME** \_\_\_\_\_

**CONTACT PERSON** \_\_\_\_\_ **EMAIL** \_\_\_\_\_

**ADDRESS** \_\_\_\_\_

(City) \_\_\_\_\_ (State) \_\_\_\_\_ (Zip) \_\_\_\_\_

**PHONE (W)** \_\_\_\_\_ **(H)** \_\_\_\_\_ **(C)** \_\_\_\_\_

**LIST ALL PRODUCTS THAT YOU DESIRE TO SELL:** \_\_\_\_\_

**EXHIBITOR FEES/PRIVILEGE:** \$200.00 (8' X 10' space) -- \$250.00 after August 1, 2010 \_\_\_\_\_

Each additional space -- \$175.00 -- (\$200.00 after August 1, 2010) \_\_\_\_\_

End booths & Corner Locations (add. \$50.00) -- Please note if requested \_\_\_\_\_

Electricity (if needed) -- \$25.00 \_\_\_\_\_

Add. Passes @ \$20 (ea. Booth will be allotted two (2) passes per paid booth) \_\_\_\_\_

**TOTAL** \_\_\_\_\_

Amount Paid at Submission of Contract/Agreement \_\_\_\_\_

Balance Due (at setup) \_\_\_\_\_

### **FOR OFFICE USE ONLY**

<b>DATE</b>	<b>DESCRIPTION</b>	<b>AMT. PAID</b>	<b>BAL. DUE</b>	<b>REC.D BY</b>
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Signature of the Fair Manager and Exhibitor (lessee), respectfully, at the conclusion of this contract will constitute the execution of the contract.

\_\_\_\_\_  
Exhibitor Signature (Date)

\_\_\_\_\_  
Fair Manager Signature (Date)

**REMIT ONLY THIS PAGE AS VENDOR APPLICATION. REMAINING PAGES BECOME PAGE OF THE AGREEMENT BETWEEN VENDOR AND FAIR. MAIL TO ADDRESS LISTED ABOVE.**

**FAIR WEBSITE:** [www.cumberlandcountyfair.org](http://www.cumberlandcountyfair.org)

**EMAIL:** [hbullard@sc.rr.com](mailto:hbullard@sc.rr.com)

## **Rules and Regulations for Inside Exhibitors / Vendors**

The following rules and regulations shall be in effect, and will be strictly enforced, for all exhibitors participating in the 2010 Cumberland County Fair.

**SET UP:** Set up days begin Sunday, September 12 at 2:00 pm and continue Monday through Thursday, beginning at 9:00 am each day. Registration packages can be picked up from the Fair Office upon arrival at the fair. Set up can occur anytime after the registration package is picked up and all fees paid. Registration packages will not be available after 7:00 pm Sunday through Wednesday before the fair opens. Each vendor/concessionaire must be completely set up and ready for business no later than one hour before the fair opens on Thursday, September 16. A map of assigned spaces will be included in the registration package, along with a Concessionaire/Vendor Handbook. Each concessionaire/vendor should familiarize himself with the Handbook and adhere to all rules and regulations. All privilege/fee balances must be paid at the time of registration check-in.

**TABLES/CHAIRS:** Each booth is 8' x 10'. One table and two chairs will be supplied to each booth if needed. Table coverings and skirting will be the responsibility of the exhibitor.

**UTILITIES / ELECTRIC:** Electricity will be charged at the following rates: Up to 30 amp. - \$25.00. No electric cords or wires are to be run across pathways or walkways. All electrical equipment must be UL approved.

**PAYMENTS:** The amount of deposit due upon receipt of your contract is 30% of the total minimum estimated privilege/fee, or as otherwise stated on your contract, with the balance due upon set up. Offered contracts which are not executed by Fair Management and returned, with the appropriate payment, by the date stated on the contract will be null and void.

**NOISE / NUANCES:** Sirens, bells, amplifiers, flashing lights or any equipment causing annoyance is prohibited. Gasoline or propane generators will not be permitted to operate at the fair. Vendors will not be permitted to sell knives, stink bombs, silly string, or poppers.

**TAXES & LICENSES:** It is the responsibility of the concessionaire/vendor to pay applicable federal, state, and county taxes and fees and for obtaining any required licenses or permits.

**HOURS OF OPERATION:** All exhibitors with product sales must be open for business at the scheduled gate opening time each day and are required to remain open until at least one hour past the scheduled gate closing time for that day, unless otherwise authorized or directed by the fair. No booth can be covered or closed during fair operating hours.

**ID BADGES AND PASSES:** Each concessionaire/vendor and each of his/her employees is required to have either an ID badge or a vendor pass to enter the fairgrounds. Each concessionaire/vendor will be furnished two (2) passes per rented booth. Additional passes may be obtained from the Fair Office, or from the Fair Manager for a charge of \$20.00 per pass. The fair reserves the right to limit the number of passes issued for any concessionaire/vendor.

**VEHICLE PASSES:** Reserved vendor parking will be in front of the Agriculture Center on East Mountain Drive. Any gate will honor vendor passes/ID badges. All vehicle passes must be hung on the rearview mirror and will be honored only at the gate shown on the pass.

**UPS / DELIVERIES:** Deliveries by UPS, Fed Ex, USPS, and other common carriers arrive throughout the day at the fair office. Please check with the office should you be expecting a delivery.

**RV/CAMPER AND LIVE-IN STOCK TRUCKS:** The fair has designated lots, with partial hookups available for parking living quarters during the Cumberland County Fair. Such vehicles may move onto the fairgrounds no earlier than Sunday, September 12 and must be removed from the fairgrounds no later than 9:00 am, Tuesday, September 28. Rates for partial or full-stay during that time period is \$200.00.

### **MISCELLANEOUS:**

Alcoholic beverages or drugs are not permitted on fair property.

Concessionaires / vendors are not permitted to make sponsorship deals or agreements without approval of fair.

Roving vendors or solicitors are not permitted. Exhibitor operations must be confined to the boundaries of their rented space.

Unleashed pets / dogs are not permitted on the fairgrounds at any times. During operating hours, only service dogs/animals are permitted on the fairgrounds.

***ENFORCEMENT: Fair Management, without prior notice, may close any exhibit or booth or move out any RV tenant not operating in accordance with the provisions stated herein and/or signed the signed provisions, or if, in the sole discretion of Fair Management, the operation and/or presence of the concession or RV is not in the best interest of the Cumberland County Fair. Should vendor/concessionaire be removed from his/her space, no refunds will be given whatsoever.***