

AMELIA COUNTY FAIR UNIFORM CONTRACT INFORMATION

Preamble

The rights and privileges granted by the Amelia County Fair Association, Inc. (Fair) are limited to those stated here or in the applicable contract, and by signing a contract leasing a portion of the Fairgrounds (premises), the Lessee agrees to abide by the terms of this document. The Fair Association President (President) or his/her designee shall have the power to enforce all rules or regulations. Permissible enforcement consists of up to and including removal of the offending party from the premises, forfeiture of any deposits, closure of the offending party's leased space, removal of the offending party's property from the premises, and re-letting the leased space to another, all without compensation by the Fair for any unused time remaining on the original lease. The President's decisions shall be final, and the President has the authority to grant a waiver as to any time limits.

Rules & Regulations

1. You must confine your business to the specific area designated on your contract. There will be no solicitation or distribution of any materials outside of the space that has been leased. Whether an activity constitutes solicitation shall be determined at the sole discretion of the President or his/her designee.
2. No part of any leased space shall be sublet, sold, transferred or otherwise assigned without written permission of the President or his/her designee.
3. If any signs or other advertising material of any kind are deemed objectionable by the President or his/her designee, the Fair reserves the right to remove them at once, and the Fair shall not be liable for any resulting damage thereto.
4. Obstructing of visitors' passage is not permitted. The use of public address systems, recorders, gongs, bells, or any other objectionable device or method of attracting attention shall also not be permitted. The President or his/her designee shall be the sole authority of what methods are permissible and may issue a verbal or written warning for a first offense and may bar the offending party or entity from the Fair on a second or subsequent offense.
5. Any item or structure placed upon the premises shall conform to and be operated in compliance with all Fair rules and requirements, Amelia County ordinances or regulations, and State and Federal laws and regulations.
6. The Fair reserves the right to regulate the types of commodities and/or services lessee may offer, the purchase prices for same, and the type and location of signs advertising the purchase price. Lessee agrees to prominently post the purchase prices for all commodities and/or services for benefit of patrons. Lessee further agrees not to re-sell, trade, barter, or give any property originally belonging to or license granted by the Fair to any other party.
7. The premises occupied by lessee shall, at the expiration of the term, be returned by lessee to the same condition as obtained at commencement of term. Any or all parts of buildings, stands, equipment, and/or supplies belonging to and used by lessee during the time set forth in this contract that are not removed from the Fairgrounds by the first Monday at 8 P.M. following the closing date of the Amelia County Fair, shall revert to and become the undisputed property of the Fair without further notice.
8. The Fair reserves the right to require liability insurance of any lessee, in an amount specified by the President or his designee, before permitting the lessee to enter the premises. Each lessee shall advise the President or his designee in writing of what type of product or service they are offering at least two weeks before the opening day of the Fair, and this statement shall thereafter limit those products or services which the lessee may offer. The President or his designee shall then advise the lessee as to whether insurance is required. Generally speaking and subject to the foregoing, however, liability insurance will only be required of outside vendors, food vendors, or other lessees specifically determined by the President or his designee to present a potential liability risk. If the President or his designee requires liability insurance,

the lessee agrees to furnish, prior to entering the Fairgrounds and also at any time upon demand, proof of general liability insurance with limits, coverage and carriers satisfactory to the County's Risk Manager. Lessee must list Amelia County Fair Association and Amelia County as an additional insured on their policy.

9. Fair personnel and representatives of Amelia County shall have access to the leased premises and to any structures thereon at all times.
10. Regardless of location, the charge for each space is \$100 to cover setup, plus 10% of gross receipts IF vendor is selling anything.
11. **A \$100.00 cleaning deposit is required prior to setting up your space. This must be in the form of a separate check.** We cannot accept cash for your deposit. If your space is clean at the end of the fair and you have not dismantled it before the closing day of the fair on Sunday at 6 P.M., cleaning deposits will be returned to you at the end of the fair. You must check in and out with the Fair Office in order to receive a refund of your deposit, and you must have actually set up your space. **Otherwise, cleaning deposits will be forfeited.**
12. **No space can be occupied until payment is completed and either proof of current liability insurance, or the President's aforementioned waiver of the insurance requirement, has been presented to the Fair Office.**
13. Space assigned but not set up and ready for business by 2 P.M. on the first day of the fair may be re-assigned or otherwise used, and fees previously paid for such space forfeited as liquidated damages. Booth space should be attended, but still displays are welcome (still displays must be checked and cleaned daily) Space shall remain open and presentable until 9 P.M. during the fair, except for the last day. The fair will remain open until 10 P.M. or later, except for the last day. Space/booths shall not be disassembled until 6 P.M. on closing night of the fair.
14. All lessees must keep the space or booth, plus the area immediately surrounding the space or booth, in a clean and sanitary condition at all times, removing any trash and refuse. Lessee must not throw out any refuse or empty any water or fluids on the ground of the premises. Personnel staffing the space/booths must be clean and neatly attired. Persons not complying will be ordered off the premises.
15. Outside spaces will be open to lessees sixty minutes prior to opening of the fair to the public.
16. No alcohol, drugs, or firearms are permitted on the premises.
17. Space is rented on a first-come, first-served basis, and all fees are nonrefundable.
18. Two exhibitors' passes will be provided for each space rented. These may be obtained from the Fair Office after satisfying any insurance requirement. VOID FOR 2021 FAIR
19. Two drop tickets for each day may be obtained from the Fair Office at a cost of \$3.00 per ticket. No drop tickets will be sold after the Wednesday date of the fair. There will be no exceptions. VOID FOR 2021 FAIR.
20. Lessees are responsible for the collection of any applicable sales or other tax for their transactions. The Fair is not responsible for collection of any taxes.
21. Food vendors also agree to install a back flow preventer or vacuum breaker into each and every water line that we use. The fee for outside food vending space is \$100.00, to be paid **in advance**. Booths can be set up any time on the day immediately preceding the opening of the fair but must be completed by 2:00 p.m. on opening day. Booths may not be disassembled before the fair closes on the last day at 11:00 p.m. **If a booth is closed early the cleaning deposit will not be refunded.**
22. Any person bringing supplies to their booth must bring in all supplies, unload items and remove their vehicle from fairgrounds prior to the Fair opening. Any vehicle left on the grounds at that time will be towed at the owner's expense.
23. Food vendors must complete a temporary restaurant permit and return to: Health Inspector, Amelia County Health Department, P.O. Box 392, Amelia Courthouse, VA 23002, Phone: (804) 561-2711, Fax: (804) 561-2712.

Advertising space is available on the Fair's website – www.ameliacountyfair.org - at the cost of \$100.00 per year, and space is also available in the flyers to be distributed before and during the Fair. If you have questions, please call the Fair President, Eugene Poe, at 804-561-5515 or email him at ameliafair2003@aol.com. He is also reachable by mail at P.O. Box 451, Amelia, VA 23002.

All checks should be made payable to Amelia County Fair Association, Inc.

You should keep a copy of these rules and regulations, along with your contract, in your space at the Fair. FAIR DATES ARE AUGUST 5, 6, and 7, 2021.

REMINDER: Please read all rules and regulations carefully. They are part of the space rental contract!