

# Rowan County Fair

## Exhibit SPACE LICENSE AGREEMENT

THIS AGREEMENT is made this \_\_\_\_\_ between ROWAN COUNTY FAIR Authority and:

Name of Exhibit \_\_\_\_\_

Address: \_\_\_\_\_ E-Mail: \_\_\_\_\_

City, State & Zip: \_\_\_\_\_

Contact: \_\_\_\_\_ Phone # \_\_\_\_\_

Contact person **HEREINAFTER** referred to as "LICENSEE".

**WHEREAS**, Licensee desires permission to operate an exhibit or concession in space of the Authority during Authority's "Fair" subject to and upon the terms and conditions of this agreement, Authority hereby extends to Licensee, and Licensee hereby accepts and agrees to perform, a License to use the "Licensed Space" at the location described below.

### **NOW THEREFORE:**

**SPACE LICENSED**, in consideration of the payment by Licensee and the reservation of the space by Authority, subject to and upon the terms and conditions of this agreement, Authority hereby extends to Licensee, and Licensee hereby accepts and accepts agrees to perform, a License to use the " Licensed Space" at the location described below.

**PERMITTED USE AND TIMES OF USE.** Licensee shall use the Licensed Space only during the days and the hours of the Fair and at such other times as are expressly permitted hereunder. Licensee shall use the Licensed Space for and only the Permitted Uses described below.

**\* Haunted Houses\* Booths promoting Haunted Houses or Trails will NOT be allowed to wear costumes. You may give out information and decorate the booth but NO live characters. Failing to comply will result in being asked to leave with no refund.**

(A) **DATES OF FAIR: September 25<sup>th</sup> – October 3rd** \_\_\_\_\_

(B) **LOCATION:** \_\_\_\_\_

(C) **FEES** to be paid by Licensee: NON REFUNDABLE

(1) **Space Fee** \$250.00 \_\_\_\_\_ 10x10

(2) **Corner Space** \$500.00 \_\_\_\_\_

(3) **Total Due** \_\_\_\_\_

**\*A 50% deposit MUST BE RETURNED WITH THIS CONTRACT BY SEPTEMBER 1ST\***

**Make Checks Payable to:** Rowan County Fair (Fed Tax ID: 56-0797945)

**Rowan County Fair Association –P.O. Box 66 Salisbury, NC 28145-0066**

**PAYMENTS.** A 50% deposit is due by September 1<sup>st</sup>. . There will be no exceptions. The remainder is due by opening of the second day. IF I DO NOT HAVE A DEPOSIT BY THEN, YOU DO NOT HAVE A BOOTH.

**INDEMNITY.** Licensee shall release, hold harmless and indemnify the Authority from any loss, liability or expense (including attorneys' fees) in any way arising out of or connected to Licensee's use of the Licensed Space or any other actions respecting the Fair.

**UNCONTROLLABLE CIRCUMSTANCES.** Neither Authority nor Licensee shall be responsible shall be responsible to the other for conditions caused by war, insurrections, riots, labor unrest, strikes, severe weather, nor the like. In such circumstances, if the Fair is not held, the Authority shall return Licensee's Deposit and Balance.

**USE BY OTHERS.** This license is personal to Licensee and may not be sold, transferred, assigned, used as security, or otherwise disposed of by Licensee for the exercise by others.

**CHARACTER AND SAFTEY.** The Authority reserves the right to remove from the Fairground any exhibit, show or concession or any part thereof, which the Authority deems objectionable and/or unsafe and no refund of money paid for space or privilege will be made, it being agreed that such action is taken. Licensee waives all claims of whatever nature against the Authority, its officers, employees, and agents.

**LOUD SPEAKERS.** Licensee will not use or allow to be used any loud speaker without written permission of the Authority. Authority may determine, at his discretion, the proper volume decibels and failure to comply may result in contract cancellation.

**DRAWING.** Registrations for drawings are permissible provided they are properly conducted and in no way be constructed as a lottery or other violation of North Carolina Law.

**OUTSIDE EXHIBIT SPACE.** The Authority will not be responsible for the theft or vandalism of outside exhibit space.

**OPERATING HOURS.** The Licensee agrees to open and operate stand or exhibit space during the operating hours of the Fair.

**\*Tear Down\*** No exhibitor shall tear down without permission before Fair closes on October 3rd. Doing so will result from being able to participate again.

**REGULATIONS.** The Authority reserves the final and absolute right to interpret rules and regulations and to arbitrarily settle and determine all matters, questions or differences in regard thereto, or otherwise arising out of, connected with, or incident to the Rowan County Fairgrounds. It further reserves the right

to determine unforeseen matters not covered by these rule, to amend or add to these rules as in its judgment it may determine necessary.

**SETUP AND REMOVAL OF EXHIBITS & CONCESSIONS.** Licensee will have exhibit space and or concession in place and completed by 12:00 PM on Friday September the 25th

a **ELECTRICITY.** Outside exhibit space will be 220V-30 or 50 Amp Receptacle. If more power is needed, a fee will be charged.

## **GENERAL INFORMATION**

The Fair will officially open Friday the 25th at 5pm. The gates will open at approximately 5:30 pm to begin ticket sales. Gates are planned to close at 11 pm **ALL EXHIBIT BOOTHS MUST BE MANNED WHILE THE FAIR IS OPEN.**

You will be given a set number of passes for you and your workers to enter the Fairgrounds the day you set up your booth, and your booth rental is paid in full. ALL workers will have to pay to enter the Fairgrounds if they do not have a ticket or pass. Additional passes may be purchased at gate prices.

The Rowan County Fairgrounds are located ¼ mile East of Interstate 85 on Julian Road, Exit 74. North or South bound on I-85 will turn right onto Julian Road at the ramp light to get to the Fairgrounds,

Any questions please feel free to contact me:

- **Randall Barger**(704) 640-2326 exhibit
- randall.bar43@yahoo.com

To help us better with the setup of the vendors, please give us a brief description of the activities and/or crafts you will be selling in your allotted space.

