

# Rowan County Fair

## Exhibitor SPACE LICENSE AGREEMENT

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

Name of Concession \_\_\_\_\_

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 the Rowan County 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:

1. **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.

2. **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.

3. **DATES OF FAIR: September 14th- 22<sup>nd</sup>**

4. **Vendors**

(A) **Space Fee- Old Building 10x12** \_\_\_\_\_ \$250.00 \_\_\_\_\_ Corner spot \$450.00

(b) **Total Due** \$ \_\_\_\_\_

Food Vendor Outside \$ 800.00 \_\_\_\_\_ 12x12

Food Vendor Building \$1500.00 \_\_\_\_\_

**\*A 50%deposit MUST BE RETURNED WITH THIS CONTRACT\***

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

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

5. **PAYMENTS**. Balance of payment must be received no later than September 1<sup>st</sup>.

No one shall be allowed to set up if payment is not paid in full.

6. **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 of insurance in North Carolina, and the form of policy and insurer must be acceptable to Authority.

7. **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.

8. **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.

9. **RESTRICTIONS.** No roving vendor or roving solicitor (acting wither for profit or non-profit organization or in his own behalf) shall be permitted to operate inside the fairgrounds except as noted below. All solicitation for contributions or sale must be made within the confines of Licensee's own licensed space. No vendor or solicitor will be permitted to engage in deliberate touching of un-consenting persons. Licensee may advertise and distribute approved products or literature from its own exhibit space only. Oral and visual advertising, solicitation, and distributed materials must be in good taste, must be neutral or positive and may not be defamatory, derogatory, promiscuous, pornographic, obscene, profane or vulgar. Exhibitors may promote their own product or activity, but may not discredit others. Hawking, distributing hand bills or other matter, posing or tracking of advertising bills, cards, etc. is strictly prohibited anywhere on the fairgrounds complex other than within the confines of Licensee's own space.

10. **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.

11. **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.

12. **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.

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

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

15. **CONCESSION PRICES.** Food concessions will not change prices deemed by Authority to be excessive, either above or below the rest of the fair. Prior to opening a stand, all prices must be posted so that they will be easily seen by the customer. The Licensee shall not sell any food items that are not listed on the Rider attached hereto and made part hereof.

16. **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.

17. **SETUP AND REMOVAL OF EXHIBITS & CONCESSIONS.** Licensee will have exhibit space and or concession in place and completed by 12:00 AM on Friday September 14th.**ELECTRICITY.** The Authority will provide electricity for inside and outside exhibit space. Inside exhibit space will be 115V-20 Amp Receptacle. Outside exhibit space will be 220V-30 Amp Receptacle. Higher

Amperage up to a maximum of 50 Amps may be acquired for an additional cost of \$50.00 per hook up, maximum of 1 per space, (either 30 or 50 AMP, not both) unless prior arrangements have been made.

## GENERAL INFORMATION

1. The Fair will officially open Friday September 14 at 4:00 pm. The gates will open at approximately 5:00 pm to begin ticket sales. On Saturday, September the 15th and Sunday September the 16th and Saturday 22<sup>rd</sup> the gates will open at 2pm and will be open until 11pm. **ALL EXHIBIT BOOTHS MUST BE MANNED WHILE THE FAIR IS OPEN. You must park in vendor designated areas. Not in the area of the fair.**

2. 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.

3. The Fairgrounds will open as follows for setup:

4. Tables, Chairs, Hangers, and other hardware items are not furnished. The booths are sectioned off with curtains. The perimeter booths have a solid back wall, with curtain separators. The interior booths have curtains on all three sides.

**ALL CURTAINS WILL REMAIN IN THE LOCATION WHERE THE FAIR'S AUTHORIZED PERSONNEL PLACES THEM IN! NO IF'S, AND OR BUT'S! CURTAINS WILL NOT BE TAPED TO OR PINNED TO! YOU MUST STAY INSIDE THE PERIMETER OF YOU BOOTH.**

5. Inside exhibits may be dismantled and packed up Saturday night after fair closes. Sunday we will open for removal of material at 10:00 am Materials left after Monday, will become property of the Rowan County Fair Association, unless prior negotiations are made for removal with Exhibit Manager.

6. 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,

7. Any questions please feel free to contact us:

- **Randall Barger 704-640-2326 Exhibits**
- **Randall Barger 704-640-2326 Food Vendor**

Coordinator

- **Randall Barger (704)640-2326 Fairground**

## Coordinator

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