

VENDOR RULES - 2018

Arrival

Upon arrival for set up, concessionaires and exhibitors must report to the Round Office to receive location and review fee payment. If space is not occupied by 6:00 p.m. Tuesday of Fair Week, the Superintendent of Concessions will resell your space and your deposit will be forfeited. All displays, commercial and exhibit must be ready by 8:00 a.m. Wednesday.

Insurance

The exhibitor shall provide a liability certificate of insurance for \$1,000,000 liability, naming The Sandwich Fair Association, Inc., as an additional insured. This must be presented to Fair management prior to the fair and shall maintain in force General Liability and Property Damage Insurance in the amount of \$1,000,000 and agrees to hold harmless and defend The Sandwich Fair Association, their officers and employees, from any and all claims, losses and expenses for injuries to person or persons or damage to property.

Food Permit

Food vendors are required to have a temporary food permit for which there will be a charge that must be paid to the Health Department prior to the start of the fair. The permit must be visible throughout the fair.

Fair Times

During fair dates, outdoor displays and commercial exhibit buildings will be opened at 9:00 a.m. All displays and exhibits must have representation during fair hours. Outdoor displays and exhibits in commercial buildings may be closed at 10:00 p.m. each day of the fair. Time is subject to change by Superintendent of Concessions.

Tear Down Time On Sunday

Exhibits and vending booths may not be dismantled prior to 7 p.m., September 9, 2018. Violators of this rule will not be allowed to return the following year. Please note: Time is subject to change by the Superintendent of Concessions.

Security, Janitor Service, Etc.

The Fair will provide night security, and no persons shall be permitted to loiter or remain in the buildings after closing without a special permit from the Fair. Second Party's employees shall sweep the refuse from their booths to the aisles. It will then be picked up by janitors provided by the fair.

Liability For Losses And Damages

The Fair shall not be responsible for any loss or damage to Second party's person or persons of Second Party's employees or agents from any cause arising from the performance of this contract. The Second Party in signing the contract expressly releases the Sandwich Fair Association, Inc. from any and all claims of such loss, damages, or injuries. Any damages to the building or improvements as a result of carelessness or negligence of Second Part's employees or agents must be paid for by Second Party.

The Second Party agrees to save and hold harmless the Fair from any debt, liability, or judgment incurred for a cause of action, claim of damage, liability, cost or merchandise sold, presence or operation of said Second Party on the Fair before, during or after the event named herein.

MISCELLANEOUS

Background checks

The Sandwich Fair Association, Inc. reserves the right to conduct necessary background checks through proper county and/or state municipal authorities of vendors and their employees for felony convictions, outstanding warrants and/or sex offenders. Any discrepancies will be turned over to the county municipal authorities.

Violation of Contract Terms

The Sandwich Fair Association, Inc. retains the right to cancel any contract upon receipt of notice from any fair holding membership in the Illinois Association of Agricultural Fairs or the International Association of Fairs & Expositions that the exhibitor/concessionaire has been suspended, expelled from or otherwise penalized for violation of contract terms with said member.

Solicitation of Fair Patrons

The rights and privileges granted by the Fair in this contract are only those stated herein, no part of which shall be sublet or assigned. Solicitation of Fair patrons by Second party or agents of Second Party outside of or away from Second Party's location shall not be permitted. Signs or advertising matter of any kind deemed objectionable by the Fair may be removed, without liability for damage therefore by the Fair.

Objectionable devices or Method of Attracting Attention

Obstruction of visitors passageways, use of public address systems, recorder, gong, bells or any other objectionable devices or method of attracting attention shall not be permitted. The Superintendent of Concessions shall be the sole authority as to what is objectionable and all such decisions shall be final.

Requirements of the Fair, Health Agencies and Federal Laws, Rules, and Regulations

Any item or structure placed upon a leased facility, or area, shall conform and be operated in compliance with requirements of the Fair, Public Health agencies and all other County, State and Federal laws, rules and regulations.

Abandoned Property

All or any part of buildings, stands equipment and/or supplies used by Second Party during the time set forth in this contract not removed from the Fair within 5 days from the closing day of the Fair shall be deemed abandoned and become the property of the Fair without notice.

Raffling

Raffles cannot be conducted at the Sandwich Fair without the consent of the Superintendent of Concessions. Raffled items must be given away no later than 7:00 p.m. on Sunday of the Fair. The winner's name(s) and address(es) must be turned in to the concession office no later than 7:00 p.m. Sunday of the Fair. If the items being raffled have a total value of \$1,000, you will be required to purchase a raffle license from the DeKalb County Clerk's Office in Sycamore, Illinois.

Subletting

Second Party shall not assign, sub-let or apportion the whole or any part of the space allotted, not exhibit therein, not permit any other party to exhibit herein, any goods or advertising matter other than those

distributed or sold by the Second Party in the regular course of his business, not permit any representative of any firm or company to exhibit or solicit business or take orders in the space.

Rights of Sale

This contract in no way grants the Second Party the exclusive right to the sale or display of any item.

Disputes

The Superintendent of Concessions shall be the final arbiter of disputes.

Motorized Vehicles On The Grounds

All vendors must register their golf carts/gators, etc., in the Round Office upon check-in. Unregistered vehicles will be banned from use on the fairgrounds at all times. Vendors will be charged a \$25 licensing fee for the vehicle(s). There will be ABSOLUTELY no motorized vehicles within the fairgrounds beginning one hour prior to daily opening, 10:00 a.m., or one-half hour after daily closing. Deliveries must be arranged accordingly. Emergency vehicles will be exempt. Contractors necessary to daily functions of the fair will be strictly monitored.