

# Vendors

Please [email:vendors@effinghamcountyfair.com](mailto:vendors@effinghamcountyfair.com) or call the Fair office:(618)483-6717 for any questions you may have.

## Acceptance of Vendors

The Effingham County Fair reserves the right to accept or reject any or all vendor applicants. Products or services offered must be suitable for a family oriented event.

## General Information

An informational letter will be included with the vendor application when such application is requested. Information specific to the current year's Fair shall be provided in this letter. Vendors from the previous year's Fair shall have first right of return. Open spaces shall be rented on a first come, first served basis. When all spaces are verbally committed a waiting list will be kept in the event of cancellation. Return of the vendor agreement along with payment by the published due date shall secure the vendor space.

## Arrival

Upon arrival for set up vendors must report to the Secretary's office or the Superintendent of Vendor Displays. Vendors are encouraged to be ready by 12:00 p.m. on opening day of the Fair. Vendors are also encouraged to remain setup until the closing evening of the Fair.

## Insurance

The exhibitor shall provide a liability certificate of insurance for \$1,000,000 liability, naming the Effingham County 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 Effingham County Fair Association, their officers, and employees from any and all claims, losses, and expenses for injuries to person or persons or damage to property.

## Fair Hours of Operation

During Fair dates outdoor displays and commercial exhibit buildings will be open at 12:00 p.m. each day of the Fair. The commercial exhibit building will close at 9:00 p.m. each night of the Fair.

## Security, Janitor Service, etc.

The Fair will provide night security and no persons shall be permitted to remain in the building after closing time. 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 Effingham County 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 Party'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 judgement incurred for a cause of action, claim of damage, liability, cost of merchandise sold, presence or operation of said Second Party on the Fair before, during or after the event named herein.

### **Violation of Contract Terms**

The Effingham County 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 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 Attraction 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**

All raffles conducted by vendors at the Effingham County Fair are subject to all rules and licensing set forth by the Effingham County Board. Information is available from the Effingham County Clerk's Office in Effingham, IL. All raffles must be approved by the Superintendent of Vendor Displays.

### **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 Vendor Displays shall be the final arbiter of disputes.

### **Parking**

All vendors are required to have a gate pass for admittance to the fairgrounds and must park in designated parking areas. No parking among outdoor displays. Temporary parking for the purpose of loading or unloading merchandise or supplies is allowed.