

2009 Yorktown Grange Fair Commercial Space Agreement

AGREEMENT made this _____ of _____ 200__ between YORKTOWN GRANGE FAIR ASSOCIATION, Inc. and

Exhibitor _____

Address, State & Zip _____

Telephone No. _____ Exhibitor Contact _____

Email _____

List specific products to be sold or exhibited _____

WHEREIN IT IS MUTUALLY AGREED AS FOLLOWS: That the Yorktown Grange Fair Association, Inc. will furnish **inside tent space at a rental fee of \$25.00 per foot (\$250), outside space at a rental fee of \$30.00 per foot (\$300)** - (indicate requirements below - minimum of 10 feet - space sold in multiples of 10 feet only) to the Exhibitor at the Yorktown Grange Fair to be held from **Thursday September 10 (6:00 pm to 9:30 pm), Friday September 11 & Saturday September 12 (10:00 am to 11:00 pm) and Sunday September 13 (10:00 am to 9:00 pm)** on the following terms:

1. Space _____ frontage feet. Location _____ (inside or outside)
2. Cost \$ _____ /per foot. Additional Passes (\$5 each) # _____ \$ _____ Electric \$25 _____ **Total Cost** \$ _____
3. Minimum of fifty percent (50%) of the total cost, or \$ _____, is hereby acknowledged on signing of agreement. Balance of \$ _____ is due and payable on or before **August 15, 2009 (cash, money order or certified check)**. Contracts canceled less than 30 days before Fair are non-refundable. Locations are assigned on a first come first served basis.
4. Overnight camping (trailer) is available at a rental fee of \$50.00 for the Fair week per hookup, payable upon signing of this contract. Please note this space is limited and is available on a first come first serve basis. Stickers will be issued upon receipt of this fee and must be displayed.
5. **ELECTRIC NEEDED** _____ **AMPS Required** _____ If electric connections are required for Exhibit, one outlet of 110V maximum 200W will be furnished by the Fair Association at a minimum fee of \$25.00. Additional connections for more than 200W or special hookups will be furnished at an extra charge to be determined.
6. **INSURANCE NEEDED.** Exhibitor must provide proof of insurance with minimum liability coverage in the amount of \$1,000,000 naming the Yorktown Grange Fair Association as Additional Insured. Insurance certificate must be provided at least 2 weeks prior to the start date of the Fair.
7. Exhibitor agrees to furnish all necessary equipment to set up Exhibit, provide requisite management for its operation. Exhibitor further agrees to have exhibit manned from Friday, 10:00 am and maintain operation until 9:00 pm Sunday, closing day. No static booths are allowed and are subject to closure if not manned. No soliciting, selling, politicking or campaigning by anyone is outside of your assigned booth area.
8. The Exhibitor agrees to have its display complete for the official opening day, and further agrees to have its display removed by 12 Noon on Monday, the day after the Fair closes. Please note no security is provided after 9:00 pm Sunday, closing day.
9. The Fair Association agrees to furnish a night watchman from 11:00 pm until 8:00 am each day of the Fair, but assumes no liability for damage or loss of property.
10. **ADDITIONAL FAIR ENTRY PASSES NEEDED** _____ The Fair Association will furnish each Exhibitor with ten (10) admission passes for the fair. Additional passes can be purchased for \$5 each prior to the start of the fair. **PASSES MUST BE SURRENDERED AT THE GATE.**
11. Exhibitor hereby agrees to comply with all rules and regulations (listed on reverse side of this Agreement) pertaining to the operation of the Exhibit from setup to removal of exhibit, such rules and regulations are made a part of this contract.
12. The Fair Association reserves the right to reject an Exhibit or Exhibitor, if, in the opinion of its Board of Directors, such Exhibit or Exhibitor does not conform with the established standards. Said non-conformity shall include but not be limited to content of exhibit items being offered for sale or distribution and conduct of exhibitor, its agents or employees, misrepresentation of products or services. Exhibitor agrees NOT to distribute, solicit or offer for sale any items or service outside of its designated rental area. Any deposit received will be refunded to said Exhibitor providing the rejection occurs prior to the Fair opening.
13. The Chairman and Board of Directors of the Fair Association reserve the final and absolute right to interpret the rules made by their officers or committee and to set and determine all matters, questions and differences in regard thereto, arising out of, connected with or incidental to the holding of the Fair.
14. The Fair Association assumes no responsibility for any Exhibitor required insurance, taxes or Health Department fees.

YORKTOWN GRANGE FAIR ASSOCIATION
PO Box 254
Yorktown Heights, NY 10598-0254
Fair Office: 914 962-3900
Commercial Agent: Lisa Fine 914 243-9761 (phone/fax)

Rules and Regulations are a part of this Contract.

Office Use Only
Passes _____
Extra _____

Exhibitor and/or Agent

Yorktown Grange Fair Association

YORKTOWN GRANGE FAIR VENDOR INFORMATION

The Yorktown Grange Fair includes areas for commercial vendors and exhibitors to sell their goods and services, and/or provide information to the public attending the fair. Spaces are available under tents or outside on the side of the tent facing the main fairgrounds and carnival. Each space is reserved for individual vendors/exhibitors from **Thursday September 3 (6pm - 9pm), Friday September 4 & Saturday September 5 (10am - 11pm), and Sunday September 6 (10am - 9pm).**

Rental fees for space are for the entire run of the 4-day fair.

- Inside tent space is available for commercial vendors and exhibitors at a rental fee of \$250 for a 10 foot space, with additional multiples of 10 foot spaces available.
- Outside vendor/exhibitor space is also available at a rental fee of \$300 for a 10 foot space, with additional multiples of 10 foot spaces available.

Please review your contract carefully and return it as soon as possible with your payment to insure space availability. A copy of your signed contract will be returned to you with your fair entrance passes, after your payment has been received in full. No spaces will be held after August 15th, if payment has not been paid.

Vendor passes for the fair will be sent to you prior to the Fair. Please distribute the fair passes to your workers prior to the opening of the fair, and remember that passes must be surrendered at the main gate on Friday, Saturday and Sunday. **Additional passes can be purchased PRIOR to the fair at \$5 each.** For those who do not have their passes, a policy has been established that the FULL admission price will be charged; exhibitors must then ask for a ticket and will be allowed to return to the gate THAT SAME DAY with the ticket and a pass for a refund. Passes can not be held for admission at the main gate.

YORKTOWN GRANGE FAIR RULES and REGULATIONS

1. No claim for injury to any person or property should be asserted and suit instituted and maintained against the Yorktown Grange Fair Association, its Officers and their Agents, Representatives, Servants or employees having license or privilege to exhibit on the fairgrounds or to occupy space there.
2. No alcoholic beverages permitted to be sold or consumed. No cigarettes permitted to be sold.
3. No gambling permitted.
4. There shall be no misrepresentation or fraud of the products or goods on display.
5. No pornographic materials can be displayed or sold.
6. No obscene, foul or abusive language permitted.
7. Exhibitors are subject to approval by Department Chairmen of their designated area and/or Yorktown Grange Fair Board of Directors.
8. Exhibitors are not allowed to move, adjust or change their assigned exhibit space unless approval is granted by the Fair Board.
9. Parking - Vehicles will be allowed to unload prior to Fair Opening Time. After Fair Opening, all vehicles must be parked in regulated parking areas except vehicles with special authorization from the Fair Board. The Yorktown Grange Fair does NOT have specific vendor parking areas.
10. There will be no goods or devices provided free to the public which might conflict with a concessionaire, i.e. balloons, etc.
11. Exhibitors are absolutely not allowed to solicit or sell outside of their assigned and designated booth space.
12. **POLITICAL PARTIES PLEASE NOTE:** Only Chairmen of Parties can sign a contract. Each party is limited to one rental space up to a maximum of 15 feet. There shall be no politicking or campaigning by anyone on the fairgrounds. If anyone is found politicking, they will be asked to refrain from doing so by a Yorktown Grange Fair Official. If they continue after a warning, they will be escorted off the grounds. Rented space for the political parties is provided in order to disseminate campaign literature only. The individual responsible for renting space for the political party will be responsible for enforcing the rules stated above. Failure to enforce the rules and regulations will result in expulsion of responsible political party.
13. Recycling in accordance with Westchester County regulations must be adhered to. Glass/metal containers must be washed of all food, labels may be left on, newspapers must be bundled, corrugated cardboard must be tied together and all items placed in proper recycling container.
14. Food concessionaires are required to submit a menu listing types of foods to be sold in order to avoid duplication and for approval by the Grange Fair Food Committee. This should be submitted as early in the year as possible.
15. **FOOD BOOTH VENDORS PLEASE NOTE:** Food booths must be completely cleaned, all food products and wastes are to be removed, spills are to be mopped up, and appliances are to be scrubbed. NO GREASE is to be disposed through drains. Failure to comply will result in forfeiture of escrow account.
16. All Vendors are responsible for collection & payment of any sales tax applicable to New York State and/or Westchester County.