

2016 Monroe County Fair—Vendor Manual & Contract

Please read all the information contained in this manual before filling out the contract at the end! We strongly encourage you to make this manual available to those persons responsible for your display.

Complete Registration

In order for to participate in the Monroe County Fair, you need to file all applicable paperwork and pay in full. Once you have done so, you will receive your vendor credentials which will allow you to set-up at the fair. We look forward to seeing you there, after you have completed the following:

- Submitted a vendor application (included in manual) with a photo or drawing of your display
- Signed & returned the contract sent to you
- Filed a correct Certificate of Insurance
- Provided a NYS Sales Tax Re-Sale Tax Number or an Exemption Certificate
- Submitted a NYS Workers Compensation Form (included in manual)
- Paid rental amount and any fees in full
- Submitted a copy of 501(c)3 certification if applying as non-profit
- Obtained food handling permits and certifications as applicable

Rates

Commercial Vendors

Outside: 10' x 10' @ \$125 -- \$150 if application received after Wednesday 7/6/2016

Vendor Tent: 10' x 10' @ \$150

Electric Hook-up: one 110v, 15A outlet @ \$45

Non-profit Vendors - Must provide copy of 501(c)3 certification

Vendor Tent: 10' x 10' @ \$125

Electric Hook-up: one 110v, 15A outlet @ \$45

Outside display space does not include any tables, chairs, etc., only the display area. Vendor Tent display space includes 1 table and 2 folding chairs. Fair management reserves the right to approve all display materials or products and remove those that may be considered objectionable.

Vendor Schedule

Contract Deadline: Monday, July 25th

Vendor Arrival & Set-up: Wednesday, August 3rd @ 9am-5pm

Vendor must arrive and check-in by 5pm on Wednesday, but there will be additional set-up time Thursday morning. All vehicles, extra personnel, and non-display materials must be off the fairgrounds by 12pm on Thursday.

Fair Hours: Thursday, 8/4 from 1:00pm - 10:00pm

Friday, 8/5 from 10:00am - 10:00pm (earlier start time due to youth group day)

Saturday, 8/6 from 11:00am - 10:00pm

Sunday, 8/7 from 11:00am - 7:00pm

Please note: the Fair is scheduled to close at the time listed for each day, but please listen for the PA

announcement that the fair is closed should the fair elect to close at a different time. Tear-down and carryout of materials is not permitted until the “fair is closed” announcement is made on Sunday. Vehicles are not allowed on fairgrounds until one hour after closing.

Vendor Take-Down: Sunday, August 7th 7pm-10pm and Monday, August 8th @ 9am-5pm
All materials must be removed & vendor space must be entirely clean by 5pm Monday.

Vendor Areas

Outdoor Vendor Space: 10' x 10' sections of ground area will be designated in the vendor area. If you need more space, you may rent additional areas that will be assigned adjacent to each other for your display. Any and all booths, trailers, signs, etc. that are part of your display must fit inside that area. Any tent must be certified as fireproof by the manufacturer. A limited amount of electrical hook-ups will be available if needed.

Inside Vendor Tent: We will have a long tent available in the vendor area with 10' x 10' sections available for rent along each side (there will be a 10' walkway down the center). Again, if you need more space for your display you may rent additional, adjacent areas. A limited amount of electrical hook-ups will be available if needed.

The Monroe County Fair and Recreation Association reserves the right to place vendors at its discretion. Once the fair has opened on opening day, no display may be moved. Display locations are assigned on a first-come, first-served basis.

Contract

Please print the contract at the end of this manual, sign it, and return to the fair with your Certificate of Insurance and a check for full payment of all rent & other fees.

We will email you confirmation when we receive the completed contract with proof of insurance and payment. If you do not complete your paperwork and pay in full by Monday, July 25th, your contract will be canceled and the space may be resold.

We reserve the right to limit the number and types of vendors at the fair. If we do not have room for your vendor presence, we will return your contract and payment to you.

We will note if the fair closes vendor acceptance on our website as promptly as possible to prevent this situation.

Payment

Total payment is due with return of signed contract. This year we are only accepting payment by check. Please make check out to Monroe County Fair & Recreation Association.

Deliveries

All delivery and vendor vehicles must be off the fairgrounds one hour before opening each day of the fair. We do not accept shipments or deliveries for any vendor.

Inspection

All vendor displays will be reviewed each year. Fair management reserves the right to approve all display materials or products and remove those that may be considered objectionable.

Vendor Booth License

All vendors are required to display the Vendor Booth License in full view of the public. The fair provides the Vendor Booth License after all paperwork, payments, and insurance have been submitted to the fair. The license will include the number of the vendor's assigned display area for set-up.

Vendor Passes

Commercial vendors are entitled to 2 weekly admission passes per booth. These passes include general admission for the full fair; general parking is free. These are intended to cover booth staffing only. Additional passes may be purchased by vendors only at the fair office for \$7.00 per weekly pass or \$3.00 for a daily pass. Non-profit exhibitors who have *displays with items for sale* will also receive 2 weekly passes with registration and can purchase additional passes if needed as well.

Non-profit exhibitors who have *information-only displays* will receive 2 weekly passes plus up to 8 additional ones if requested for registered volunteers staffing the display. Please submit volunteer names with payment so fair security know who to expect.

Parking

Parking in the general public area on the east side of Hubbell Rd is free! Anyone parked illegally or in a non-designated area may be ticketed or towed.

Security

Security will also be on 24 hour patrol during the fair. Please note: any lost items, etc. are covered by **your** insurance.

Sales Tax

All vendors should have a New York State Tax Identification Number or an Exemption Certificate unless your display is for informational only purposes. If you do not, you must obtain one from the New York State Tax Department (www.tax.state.ny.us). When we send you a contract, please write your "Certificate to Collect Sales Tax" number on it or submit a completed Sales Tax Exemption form.

Permits

Any vendor selling foods or giving away food samples must obtain any applicable permits from the Monroe County Health Department. The permit must be prominently displayed in the exhibitor's display. Persons selling perishable foods must have taken a Safe Serve or similar certification course in food handling and must show proof of certification. (Please request Food Handling Attachment A and submit a copy of certification with signed contract.) **You may not sell food unless you have received written approval from Fair Management.**

Electric Hook-Ups

A limited amount of standard 110V, 15A outlets are available for vendors. If you have other electrical needs, please contact the fair.

Non-Exclusive Privilege

All vendor contracts provide the vendor with non-exclusive selling privileges. Sponsorships which could include exclusive "*Official Product*" of the Monroe County Fair rights are possible. Please call the fair and ask to talk the Monroe County Fair Board Treasurer, Robert Colby, to discuss possible sponsorships.

Literature, Sample & Premium Distribution, Lead Generator Placement

As a vendor, along with the sale of your product or service as agreed in your contract, you may distribute literature, approved samples, and premiums **from your assigned space only**. Lead generators may be placed in your area only. Distribution of literature, samples, premiums, signage or placement of lead generators from alternate locations on the fairgrounds is prohibited.

Sound

Sound from your presentation or from your booth in general should be audible from your booth only. Sound levels are at the discretion of Fair Management.

Signage

Signage may be hung within your display area only. Sponsorships, which include signage rights in other areas of the fair, are available. Please call the fair and ask to talk the Monroe County Fair Board Treasurer, Robert Colby, to discuss possible sponsorships.

Worker's Compensation

A worker's compensation form will be included in the contract we send you. All vendors are required to complete and return this form. If you have no employees, you must still complete and return the form. Simply indicate that you have no employees. Vendors are expected to comply with all NYS labor laws.

Insurance

All vendors participating in the Monroe County Fair must provide proof of insurance by having your insurance company provide us with a certificate of insurance showing:

- Public liability limits for at least \$1,000,000 (one million dollars) for bodily injuries and property damage, including personal injuries.
- Product liability included for the same limits as public liability.
- **The Monroe County Fair and Recreation Association, Inc. is named as additional insured** (in the special remarks section) with respect to your operation at the Fair for the period of July 30th - August 9th, 2016. These dates provide for set-up, the fair, and tear down.
- The certificate must provide for a 30-day notice of cancellation or reduction in limits to the Monroe County Fair and Recreation Association, Inc.
- The Insurance carrier must be licensed to do business in New York State and an admitted New York State Carrier.

Please give this sheet to your insurance representative so the certificate of insurance is issued properly the first time.

Contract Requirements

This Privilege is accepted on the condition that all business conducted under the same shall be conducted in accordance with the laws of the State of New York, County of Monroe, Town of Ogden, the rules and regulations established by this Fair, which is attached hereto and made a part thereof, and in case of any violation of said laws, or in the case the purchaser is prevented from doing business by the State Police or other duly Constituted Authority, purchaser forfeits all further rights to this privilege without relief from any unpaid portion of the price or repayment of what has already been paid, and upon such violation agrees to immediately surrender the grounds or space occupied under this permit and cease doing business, and in Consideration of the granting of this permit the purchaser hereby releases, exonerates and discharges the above named Corporation of any and from all liability for any loss or damage which said purchaser may suffer or sustain either in property damage or personal injuries while on the grounds of the said Corporation, and the said Purchaser, by the acceptance of this Permit and in consideration of the granting thereof, covenants and agrees to assume and does hereby assume any and all risk respecting himself, his agents, servants and employees and his or their property, including all injuries, losses or damages sustained by any or all of them while on said grounds; and further, said Purchaser covenants and agrees to assume and does hereby assume all liability and responsibility for all injuries and damages sustained by other persons or firms as a result of the negligence and/or wrongdoing of himself or his agents, servants or employees or by reason of any improper or defective equipment used or the manner in which the same is used, or by reason of the distribution of any unwholesome or unfit food or beverages on the grounds, or by reason of any other act or omission where liability therefore occurs; and further, the Purchaser covenants and agrees to pay all damages, losses and expenses occurring by reason of the foregoing and to hold said Corporation harmless and free there from; and the purchasers shall provide a Certificate of liability insurance for the benefit of himself and said Corporation covering his responsibility and liability hereunder with minimum coverage of \$1,000,000.00 for bodily injuries, and property damage (Association), including personal injuries, at least (10) days prior to entering upon said grounds under this Permit.

This contract shall be void and of no effect unless the party of the second part shall keep insured during the life of this contract such employees (whether under the contract of the party of the second part or an independent or sub contractor) as are required to be covered by the provisions of the Workers' Compensation Law. The second party also agrees that he/it will operate said concessions in conformity with all laws, Federal, State and local, will save first party harmless from any and all acts of negligence committed by himself/itself and/or employees, subleases or sub-contractors and will hold first party harmless of and from any and all liability for Workers' Compensation, disability coverage and public liability insurance premiums and for Social Security and Federal and State withholding taxes or any other liability or tax imposed by law.

NOTICE TO EXHIBITORS!

MONROE COUNTY LAW PROHIBITS SMOKING IN ANY BUILDINGS OR TENTS ON THE FAIRGROUNDS.

RULES AND REGULATIONS

- Exhibitors must staff their booths all open hours of the Fair.
- Exhibitors are not permitted to leave or disassemble concessions/exhibits until "official tear-down time" has been reached for their exhibit area and "Start of Tear-down" has been announced by Fair Management.
- Changing locations is prohibited without written consent of Fair Management.
- Vendors/exhibitors must supply their own water hoses and extension cords.
- Vendor/exhibitor soliciting is limited to space rented only.
- All vehicles must be removed from fairgrounds and unauthorized parking areas 1 hour before Fair opens to the public.
- No RV hook-ups or dump station on fairgrounds, but cleaning service will be available for purchase directly from portable toilet vendor if needed.
- No alcoholic beverages are to be consumed or sold on the premises without the written consent of Fair Management.
- No private vehicles are to be parked on the Fairgrounds during public hours without written consent of Fair management.
- Purchasers are not permitted to use misleading information in securing names for "leads" or to have drawings without the written consent of Fair Management. Any article given away must have prior approval of Fair Management. If approved, a list of prizes and winners must be furnished to Fair Management.
- Absolutely no sales or distribution of any smoking paraphernalia is permitted at the Monroe County Fair.
- No gas balloons may be sold or given away on the premises without written consent of Fair Management.
- Anyone with trailers, recreational vehicles, etc., must comply with NYS Health Department Fair Association rules.
- The Association reserves the right to change the location of space leased at its absolute discretion. The tenant shall have no legal recourse as a result of said relocation.

THE ASSOCIATION: it is understood that the term "The Association" will, throughout the condition of this agreement, refer to the duly appointed representative of The Monroe County Fair and Recreation Association, Inc. The Association Board-appointed representative is the only party who are authorized to change or amend any of the terms of this agreement.

TENNANT: it is understood that the term "Tenant" will, throughout the condition of this agreement, refer to the Vendor applying for the privilege of display space the Monroe County Fair.

1) CANCELTION BY TENANT: Should Tenant cancel his space rental covered under this Agreement, no deposit refund shall be made, and the full rental guarantee as called for by this Agreement shall be payable by Tenant to the Association as liquidated damages, not as penalty, and Tenant agrees to also pay any reimbursable expenses incurred by the Association in connection with the event covered by this Agreement.

2) INSURANCE: The Tenant, commencing on the date of first occupancy under this Agreement, and thereafter continually during the period of such occupancy, shall have and maintain in full force and effect a policy or policies of Comprehensive General Liability Insurance (including but not limited to, coverage for Fire Legal Liability, Completed Operations, and for liability arising out of the Operations of Subcontractors) and of Comprehensive Automobile Liability (including, but not limited to, coverage for liability arising out of Owned, Non-Owned, and Hired vehicles) in such form as will provide it with complete coverage and protection from and against claims, actions of lawsuit brought under or pursuant to Worker's Compensation Acts, Employer Liability Acts, and any other Employee Benefit Acts; and from and against claims, actions or lawsuits for damages because of bodily injury and/or death to employees or for any other person: and from and against claims, actions or lawsuits from damages to property any and all of which may or might arise out of or result from the Tenant's Operations or occupancy under this Agreement, whether such Operations be by Tenant or by any subcontractor or anyone else directly or indirectly employed or hired by either of them.

Tenant further agrees to make certain that the insurance policy or policies which it procures and maintains in compliance with the requirements of this Agreement shall be separately and specifically endorsed so as to provide that the Association is an Additional Named Insured as to all insurance coverage provided under such policy or policies, and further agrees that such insurance shall be written for not less than the following limits of liability:

- **COMPREHENSIVE GENERAL LIABILITY:** All-Risk, combined single limit for bodily injury and property damage \$1,000,000
- **COMPREHENSIVE AUTOMOBILE LIABILITY:** All-Risk, combined single limit for bodily injury and property damage \$1,000,000

The Tenant shall secure and provide the Association with a Certificate of Insurance, which shall demonstrate compliance by Tenant with the insurance requirements, and shall be endorsed so as to provide a ten (10) day written notice of cancellation or expiration to the Association. The Certificate of Insurance shall name the Monroe County Fair as additional insured for the day of move-in through the day after the Monroe County Fair.

- A. The Tenant shall defend, indemnify and hold harmless the Association and its agents and employees from and against all claims, damages, losses and expenses, including attorney's fees arising out of or resulting from the operations of the Tenant.
- B. In any and all claims against the Association or any of its agents or employees by any employee of the Tenant, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, this indemnification obligation shall not be limited in anyway by any limitation on the amount or type of damages, compensation or benefits payable by or for the Tenant or any subcontractor under Workers' Compensation Acts, Disability Benefit Acts, or other Employee Benefits Acts.
- C. The Certificate of Insurance shall be delivered to the Association not later than ten (10) days prior to the date of initial occupancy hereunder. Each such insurance policy shall be placed with a financially sound and reputable insurer licensed to do business in New York State, and shall not contain any exclusions on the insurance coverage regarding property owned or licensed by municipalities, or the personnel, employees, invitees, licensees or agents of municipalities.

3) COMPLIANCE WITH LAWS AND REGULATIONS: Tenant will comply with all laws, ordinances and regulations adopted or established by federal, state or local governmental agencies or bodies; and by all facility rules and regulations as provided by the Association, and Tenant will require that its agents or employees likewise so comply.

- **No Smoking Rule:** It is the Tenant's responsibility to enforce the NO SMOKING ORDINANCE of Monroe County

and the Tenant will be accountable to the said County for any charges of infringement thereof.

4) LICENSES AND PERMITS. Tenant agrees to promptly pay all taxes, excise or license fees and to take out all licenses or permits for use of licensed space as required by federal, state or local laws and ordinances; and Tenant agrees to provide evidence of same to the Association on call. Tenant also agrees to advise all exhibitors offering goods for sale that applicable sales tax must be filed, designating sales were made at the Monroe County Fairgrounds, Town of Ogden, County of Monroe and State of New York.

5) INDEMNITY: Tenant agrees to defend, indemnify and hold the Association harmless from all claims, suits, actions or liabilities growing out of injuries to persons (including death) or damage to property in or about the Licensed Space during the period in which the privileges hereunder are granted, or occurring in the course of or as a result of the exercise of the privileges herein granted.

6) LIEN: Association shall have the first lien all property of the Tenant upon the premises of the Association for all unpaid rental fees, reimbursable expenses and appropriate taxes due for the event covered by this agreement. Should such unpaid charges remain ten (10) days after the termination of this agreement, the Association shall have the power to sell such property at public auction, and to apply cash proceeds from such auction to the retirement of these unpaid charges. Any other provision of the Lien law of the State of New York to the contrary notwithstanding.

7) PUBLIC SAFETY: Tenant agrees that at all times he will conduct his activities with full regard to public safety, and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with the Association to assure such safety. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways, and all ways of access to public utilities of the premises shall be kept unobstructed by the Tenant and shall not be used for any purpose other than ingress or egress to and from the premises by the Tenant.

Tenant agrees not to bring on the premises any material, substances, equipment or object which is likely to endanger the life of, or to cause bodily injury to, any person on the premises or which is likely to constitute a hazard to property thereon without the prior approval of the owner. The Association shall have the right to refuse to allow any such material, substances, equipment or object to be brought on to the premises and the further right to require its immediate removal there from if found thereon.

8) FREE SAMPLES: No free samples of food, beverage or any product maybe given away or otherwise distributed without prior written approval of the Association.

9) BROADCAST RIGHTS: The Association reserves all rights and privileges for outgoing television broadcasts originating from the Association's facilities during the term of this agreement. Should the Association grant to the Tenant such privilege, the Association has the right to require such payment in advance of any estimated related costs to the Association and may also require payment for said advance of broadcast date.

10) RECORDING: Tenant agrees that no recordings, either visual or audio, of any kind will be made of the event covered by this agreement without prior written approval from the Association. The Association has the right to require payment for such privilege.

11) COPYRIGHTS: Tenant will assume all costs arising from the use of patented trademarked, franchised or copyrighted music, materials, devices, processes or dramatic rights used on or incorporated into the event. Tenant agrees to indemnify, defend and hold harmless the Association from any claims or costs, including legal fees, which might arise from question of use of any such material described above.

A. **IMAGE RELEASE:** The tenant provides the Association with a release for the tenant's image captured by picture, video or film for use by the Association in advertising, publicity and the World Wide Web.

12) PERFORMANCE APPROVAL: The Association retains approval right of performance, exhibition or entertainment to be offered under this agreement, and the Tenant agrees that no such activity or part thereof shall be given or held if the Association files written objection on the grounds of character offensive to public morals, failure to uphold event advertising claims or violation of event content restrictions agreed to by both parties at the time of completion of this agreement.

13) UTILITY CONNECTIONS: Electrical outlets will be billed at prices on current rate sheet. No other utility connections without written permission of the Association.

14) CONTROL OF FACILITY AND RIGHT TO ENTER: In renting the said licensed space to Tenant, it is understood, the Association does not relinquish the right to control the management thereof, and to enforce all necessary laws, rules and regulations.

A. **THE ASSOCIATION'S RIGHT OF ENTRY:** in permitting the use of the space herein mentioned, the Association does not relinquish and does hereby retain the right to enforce all necessary and proper rules for the management operation of said premises. Duly authorized representatives of the Association may enter the premises to be used, and all the premises, at anytime and on any occasion without any restrictions whatsoever. All facilities, including the area which is the subject of this permit, and all parking areas shall at all times be available for inspection.

15) VENDOR ENTRANCE: All articles, exhibits, displays, etc., shall be brought into or out of facility or grounds only at such entrance and during such hours as designated by the Association.

16) STORAGE: Tenant assumes all responsibility for any goods or materials which may be placed in storage with the Association before, during and after event.

17) DEFAACEMENT OF FACILITY: Tenant shall not injure, mar or in any manner deface said premises or any equipment contained therein, and shall not cause or permit anything to be done whereby the said premises or equipment therein shall be in any manner injured, marred or defaced; and will not drive or permit to be driven nails, hooks, tacks, or screws into any part of said premises or equipment contained therein and will not make or allow to be made any alterations of any kind to said premises or equipment contained therein.

18) SIGNS AND POSTERS: Tenant will not post or allow to be posted any signs, cards or posters except upon such display area as the Association may provide. Use of such area is a non-exclusive right. All material is subject to approval by the Association. Fair Vendors may post signs in their exhibit only.

19) OCCUPANCY INTERRUPTION: In the case the said facilities or any part thereof shall be destroyed or damaged by fire or any other cause, or if any other casualty or unforeseen occurrence shall render the fulfillment of this lease by the Tenant impossible, including, without limitation thereto, the requisitioning of the leased premises by the United States Government or any arm or instrumentally thereof, then and thereupon this lease shall terminate and the Tenant shall pay rental for said premises only up to the time of such termination; at the rate herein specified, and the said Tenant waives any claim for damages or compensation should this lease be so terminated. Tenant may, with the approval of the Fair Management, leave exhibits, equipment, or show materials in the premises but Tenant assumes full responsibility in accordance with the above.

20) OBJECTIONABLE PERSONS: The Association reserves the right to eject or cause to be ejected from the premises any objectionable person or persons; and neither the Association or any of its officers, agents, or employees shall be liable to Tenant for any damage that may be sustained by Tenant through the exercise by the Association of such right.

21) ADVERTISING: Tenant agrees that all advertising of the event will be honest, true and include accurate information.

22) AGREEMENT TO QUIT PREMISES: Tenant agrees to quit licensed space no later than the end term of this agreement and further agrees to leave licensed space in condition equal to that at the commencement date of this agreement, ordinary wear and use thereof only excepted.

23) REMOVAL OF PROPERTY: Tenant agrees that all materials pertinent to the event which are not the possession of the Association will be removed from the premises before the expiration date of this agreement. The Association shall be authorized to remove, at the expense of the Tenant, all materials remaining in licensed space at the termination date of this agreement. Tenant shall be responsible for payment of storage cost for such material and Tenant agrees the Association shall in no way be responsible for loss, damage or claims against materials removed or stored under this provision. Tenant agrees that the Association will have a first lien on such materials for payment of costs accrued for removal and storage.

24) PAYMENT FOR DAMAGE: Tenant agrees to pay cost of repair or replacement for any and all damages of whatever origin or nature which may have occurred during the term of this agreement in order to restore the licensed space or other parts of the Association premises affected by the event to condition equal to that at the time this agreement went into effect.

25) LOST ARTICLES: The Association shall have the sole right to collect and have custody of articles left in the premises.

26) SUIT TO ENFORCE: Should the Association institute suit or other action against the Tenant as a result of Tenant's failure to comply with any term of this agreement, the Association shall recover all damages provided by law, all cost and disbursements provided by statute and all costs actually incurred, including reasonable attorney's fees.

27) NON-ASSIGNMENT: Tenant shall not assign, transfer or subject this agreement or its right, title or interest therein without the Association's written prior approval.

28) DEFAULT: Should the Tenant default in the performance of any of the terms and conditions of this license, the Manager, at his option, may terminate the same, Tenant shall be liable for the full amount of the rent provided herein. Any deposit made by the Tenant to the Association shall be retained by the Association and considered as liquidated damages.

29) COMPLETE AGREEMENT: All terms and conditions of this written contract shall be binding upon the parties, their heirs or representatives, and assigns, and cannot be waived by any oral representation of promise of any agent or other representative of the parties hereto unless the same be in writing and signed by the authorized agent or agents who executed this contract. Such written document must be incorporated by specific reference herein as a part of this contract.

30) CIVIL RIGHTS: Tenant agrees not to discriminate against any employee or any applicant for employment because of race, religion, or natural origin, and further agrees to likewise not discriminate for those same reasons against any person relative to admission, services, or privileges offered, to or enjoyed by the general public.

31) UNAVOIDABLE HAPPENING: if for any reason, an unforeseen event occurs, including, but not limited to fire, casualty, labor strike, or other unforeseen occurrence, which renders it impossible for the fulfillment of any term of this agreement, the Tenant shall have no right to nor claim for damages against the Association.

32) RETENTION OF ASSOCIATION PRIVILEGES: The waiver or failure of the Association to insist upon strict and prompt performance of the covenants and agreements hereunder, or any of them, and the acceptance of such performance there after shall not constitute or be constructed as a waiver or relinquishment of the Association's right thereafter to enforce the same strictly according to the tenor thereof in the event of a continuous or subsequent default on the part of the Tenant.

33) RIGHT TO CANCEL. The Association reserves the right to terminate the contract granted by this agreement for good cause. In the event the Association exercises the right retained by it hereunder, it shall refund, or, as the case may be, release Tenant from liability for payment of an amount bearing the same proportion to the total provided for. Should the Association exercise said right to terminate the contract granted by this Association and further agrees to waive any and all rights which might arise by reason of the terms of this contract; and Tenant shall have no recourse of any kind against the Association.

34) GRIEVANCES: Tenant, including tenant's employees, agents, or representatives, agrees to bring any grievances or complaints concerning the Monroe County Fair directly to the attention of the fair manager or superintendent of the tenant's area of participation in the fair. (Example, a food vendor brings any grievance to the Fair Concessions Manager). Tenant further agrees not to make any attempt to convince other fair vendors or participants to break their contract with the Association for any reason, including the Tenant's grievance with the Association.

A. Outcome of any grievance shall be under the terms of this agreement as determined by the Association. If the grievance is not identified under an existing clause of this agreement, it shall determined by the sole discretion of the Association as written in clause **38-Other Conditions** of this agreement.

35) VENDOR MANNUALS: This agreement includes the rules and regulations as cited in the 2015 Vendor Manual as determined by the nature of the Tenant's participation in the fair.

36) OTHER CONDITIONS: it is agreed that any other matters not expressly provided for in this agreement will be at the sole discretion of the Association.

2016 VENDOR CONTRACT		
Company:	Tax ID:	
Contact:	Phone:	
Address:		
City:	State:	Zip:
Email:		
Vendor Type: <input type="checkbox"/> -Commercial Outdoor <input type="checkbox"/> -Commercial Vendor Tent <input type="checkbox"/> - Nonprofit/Public Sector		
FEE SCHEDULE	AMOUNT	
Commercial Vendor - 10'x10' Outside: \$125 <i>(received after 7/6: \$150)</i>		
Commercial Vendor - 10'x10' In Vendor Tent: \$150		
Non-profit/Public Sector - 10'x10' In Vendor Tent: \$100 (Rental of more than one 10'x10' allowed if additional room is needed)		
Electric Hookup (one 110v, 15A outlet): \$45		
Misc. Charges (list):		
Total Fees Due		
Insurance Certificate Rec'd? <input type="checkbox"/> Yes Date Rec'd: _____		
<p>Terms: Total payment due with returned, completed contract. Rental process is only complete when all fees are paid in full, plus any and all required certificates, forms, and information have been filed with the Monroe County Fair by the vendor. NO FEES REFUNDED. All space allotted to the Vendor to be used for the privileges purchased only.</p> <p>This contract is subject to all exclusive concessions that may be granted by the Monroe County Fair.</p> <p>By signing this agreement, the Vendor admits receipt of a completed copy of the rules and regulations attached hereto and made a part thereof as established by the Monroe County Fair and Recreation Association, Inc. Vendor agrees to operate according to these rules & regulation and by information as cited in the 2016 Vendor Manual & Contract.</p>		
_____	_____	
Authorized Signature	Date	
_____	_____	
Monroe County Fair & Recreation Assoc.	Date	