



Vendor License Agreement
April 13 – 21, 2018 (Friday through Saturday)
Theme: “Good Ole American Fair”
APPLICATION AND AGREEMENT FOR SPACE
Deadline: March 11, 2018

This agreement is made this _____ day of _____, 20__ by and between the Hernando County Fair Association, Inc., a Florida not-for-profit corporation organized under Chapter 616 of the Florida Statutes (herein after called Fair) and Concessionaire/Exhibitor (herein after called Licensee), as more fully described below, for and in consideration of the terms, provisions, conditions and mutual covenants contained herein. The Fair and Licensee agree as follows:

PLEASE PRINT ALL INFORMATION

Name of Business (Licensee Name): _____

Contact Name: _____ Drivers License # _____

FEIN#: _____ Sales Tax Dealer #: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: () _____ Fax: () _____ Cell: () _____

Email: _____

Has your business/organization been represented previously at the Hernando County Fair?
 Yes No If yes, when? _____

In which other Florida fairs will you be participating? _____

FOR HCFA USE ONLY:

Date received: _____ Application Accepted? Yes No

Insurance certificate of liability received? Yes No Fair

Space amount _____

Insurance amount _____

Electric amount _____

R.V. Site amount _____

Total balance due _____

Amount paid: _____ Cash Check Money Order

Space Assignment: Refund _____ Date Returned _____ Ck # _____

All applications must include the following: completed information pages (1 – 4), a color photograph of the exhibit/concession, and a full listing on page 4 (must be exhaustive and all-inclusive) of all products/services to be offered. All requested information MUST be returned for your application to be considered complete.

TYPE OF EXHIBIT/CONCESSION

Note that the official and exclusive beverage company is Coca-Cola, who maintains an on-site inventory.

Food Sales Direct Sales Non-Profit Exhibit only

INDOOR EXHIBIT SPACE REQUIREMENTS

Cost is \$220 per 10' X 10' booth. Depth is always 10' regardless of number of booths requested.
NO additional depth will be permitted.
Single 110 outlet included with each 10' X 10' booth.

Number of Booths Requested _____ X \$220.00 = \$ _____

OUTDOOR EXHIBIT SPACE REQUIREMENTS NON FOOD

Cost is \$27 per foot frontage (frontage serving side). Frontage request must include all awnings and hitches or tent size including stakes and tie-downs. See page 3 for an example and list actual dimensions there.

Frontage feet requested _____ X \$27 = \$ _____
Electricity requirements: \$3 per amp X _____ amps required = \$ _____

FOOD EXHIBIT SPACE REQUIREMENTS

Cost is \$30 per foot frontage (frontage serving side). Frontage request must include all awnings and hitches or tent size including stakes and tie-downs. See page 3 for an example and list actual dimensions there.

Frontage feet requested _____ X \$30 = \$ _____
Electricity requirements: \$3 per amp X _____ amps required = \$ _____

RV SITE SPACE REQUIREMENTS

Number of RV sites requested _____ Number of days all sites _____ = site days
Amount due = site days _____ X \$20 = \$ _____ Total amount due

One RV per site, please! **Reservations must be made in advance. Site charge includes water and electricity. No sewer facilities or dump facilities are available on site.** The billing period shall be from arrival on site through departure, no later than April 22, 2018. **Please note that, for your safety and insurance purposes, Licensee may not have access to the site during certain hours or during special events held in the arena. Licensee will be notified at least 4 hours prior to any period of inaccessibility.**

LIABILITY INSURANCE REQUIREMENTS

Liability insurance can be purchased through our agency at a cost of \$100 per Licensee. Please note the insurance information in the “Rules and Regulations” section of this application.

Yes, I wish to purchase insurance = \$100

No, I have my own liability insurance.

TOTAL AMOUNTS FROM REQUIREMENTS SECTIONS

Indoor space amount \$ _____
 Outdoor space amount \$ _____
 Food space amount \$ _____
 RV site(s) amount \$ _____
 Insurance amount \$ _____
 Electric amount \$ _____
 Grand Total \$ _____

Make all checks payable to HCFA.

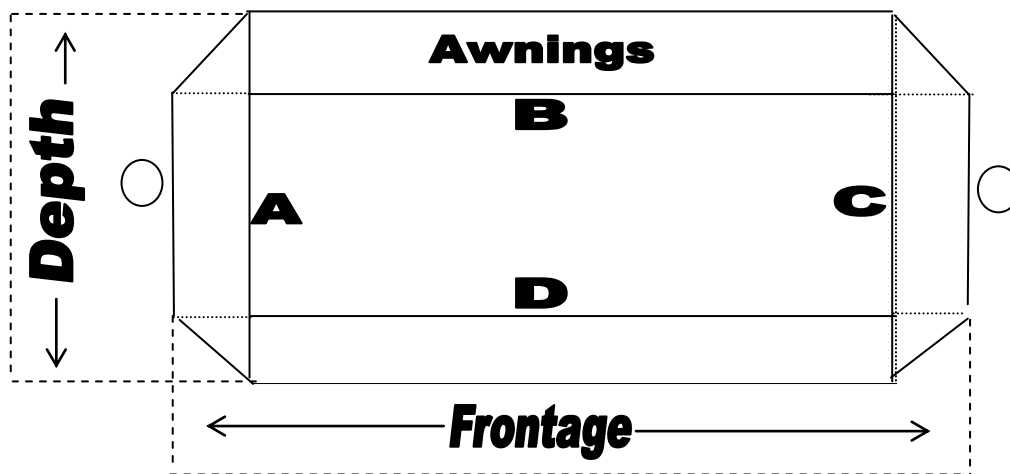
Trailer/stand/tent size **NOT** including awnings: Depth _____ X Frontage _____

Trailer/stand/tent size including all awnings: Depth _____ X Frontage _____

Do you have a stock trailer or truck? Yes/No and Do you need electric? if so ____ amps

Serving side(s): A B C D Lineup: _____ and/or Center:
 Trailer Tongue location A C Is tongue removable? Yes No

Do you have UL300 fire suppression system? Yes No



PLEASE READ AND RETAIN THESE RULES AND REGULATIONS
HERNANDO COUNTY FAIR ASSOCIATION - RULES AND REGULATIONS
KEEP PAGES 5-9 FOR YOUR RECORDS

The Licensee and the Fair hereby agree that these rules and regulations are a part of the License Agreement as express covenants and conditions. The Fair reserves the right to addend its rules and regulations and price schedule from time to time, and the Licensee agrees that such amendments shall be incorporated into the Agreement and shall be binding upon the Licensee. Any amendment to the rules and regulations or price schedule shall become effective after thirty (30) days written notice has been provided to the Licensee.

1. Payment of the total cost of this agreement is due and payable after invoicing but no later than March 11, 2018. Returning licensees are given priority when assigning space. Every effort will be given to reserve space requested. Space will be given on an availability basis after April 9, 2018.
2. Refunds after payment will only be given if the space has been resold prior to the opening day of the Fair. Every attempt will be made to do this, but it is not guaranteed.
3. Licensee must provide a Certificate of Liability Insurance for one million dollars (\$1,000,000) listing the Hernando County Fair Association, Inc. as additionally insured. The certificate must cover at least combined single limit for bodily injury and property damage, including product liability if food or beverage is offered, and must be mailed by your agent or sent with your agreement. This certificate must be received no later than March 31, 2016 and must be in full force at all times the Licensee occupies fairground property. Changes made to this certificate constitute fraud. No faxed copies of insurance certificates will be accepted.
4. Licensee set-up times will be Sunday, April 8, 2018 through Thursday, April 12, 2018, from 9:00 a.m. until 5:00 p.m. All Licensees must be in place no later than 7:00 p.m. on Thursday, April 12, 2018. If there is no activity or notice given to the fair office by this time, payment will be forfeited. Any deviation from this must be approved in writing by the General Manager.
5. While the Fair will try to limit the number of licensees offering like products or services, Licensee understands that this Agreement does not give any exclusive rights to any product or service. Licensee is responsible for supplying tables, chairs, extension cords, etc., necessary for the display.
6. Licensee will keep assigned area clean and neat and will leave it as it was found. No signs, banners, advertising matter, chairs, decorations or parts of exhibits will be permitted in the aisles. Please cover TV's, VCR's, etc. at end of each evening to prevent dust accumulation during cleaning.
7. There is no smoking in any building on the fairgrounds at any time. This will be strictly enforced. Repeat offenders will be asked to vacate fairgrounds property and no refund will be given under these circumstances.

8. Electric access is designated in this agreement. Only the Fairgrounds electrician will do any electrical work. Licensee is encouraged to bring surge protectors. Licensee is responsible for all internal wiring. Power usage will be monitored and licensee will be charged for any amperage amount above that requested and paid for with this agreement.
9. Decorations must be fire-retardant. Machinery in motion must be enclosed within a barrier placed two (2) feet in front of the moving object. All exhibits will be inspected by the County Fire Inspector.
10. Solicitation in the aisles of any Fair structure or on the grounds is strictly prohibited. This includes political activity. Licensees must stay within their assigned area. Licensees will not post or distribute any advertising or political material, including menus, outside assigned areas. This will be enforced.
11. Concession and/or exhibit is subject to all state, federal, county and city laws governing taxes, health and safety of persons and/or property.
12. Exhibits must be manned during all patron hours, rain or shine. Opening and closing times of all exhibits will be posted. Buildings will be locked at all other times and only security personnel or cleaning personnel will have access.
13. Exhibits, concessions, articles, etc., will not be removed or altered in any manner before the close of the fair on Saturday, April 21, 2018. Buildings will be open for approximately two hours after that time or articles may be removed on Sunday, April 22, 2018, between 9:00 a.m. and 4:00 p.m. Otherwise they shall be deemed abandoned and shall become the property of the Fair and be disposed of as seen fit.
14. One vehicle pass is included with this agreement and the vehicle may be parked in the designated parking area. This pass is provided for staff only. Additional vehicle passes are available for \$5. No vehicles except those appearing as part of a display will be permitted to park inside the patron area of the fair.
15. Eighteen (18) one day passes are included with this agreement. These passes are provided for staff only. Additional Licensee passes will cost \$5.00 per day, per pass. NO replacements will be made for any passes lost, stolen or misplaced. Licensee passes will not be mailed; they must be picked up at the Fair Office after you are in place and ready for inspection. Licensee passes cannot be left at any gate. Licensee is responsible for all passes and/or their exchange. No one will be admitted to the Fairgrounds without a pass or ticket.
16. Verbal agreements contrary to this agreement will not be recognized.
17. The parties agree that License shall not be construed as a lease, easement or other interest in the real property of the Fair.
18. The licensee represents and warrants that the legal name as contained in the License, along with all other information in this agreement, is accurate and correct in all respects and makes this warranty as of the date of this agreement and continuing through its duration. Licensee further represents and warrants that the representative who has signed the agreement has full,

complete and absolute authority to bind the Licensee. If the Licensee is a corporation, it warrants and represents that it is in good standing and active and, if it is not a Florida corporation, it warrants and represents that it is authorized to do business in the State of Florida. Any change in the Licensee's legal name, fictitious or trade name, address or telephone numbers shall be forwarded to the Fair in writing within three (3) days after the change. Furthermore, the individual executing this license on behalf of the Licensee absolutely, personally, unconditionally and continually warrants and guarantees Licensee's full and faithful performance and payment of all obligations under this license.

19. The Licensee agrees that the products or services provided shall be of such quality as will not detract, in the Fair's sole opinion, from the annual fair or neighboring Licensees. The Licensee agrees that in consideration of this License, the Fair is granting Licensee a revocable, limited and nonexclusive license to do business under the terms and conditions of the license. All logos, trade secrets, copyrighted materials, customer lists and supplier lists are the exclusive property of the Fair. Licensee shall not adopt or use, without the Fair's written consent, any trade names, trademarks, trade styles, copyrighted materials or service marks, which, in the sole opinion of the Fair, may be confusingly similar to the Fair's trademarks or intellectual properties. All of the Licensee's equipment shall be in good condition, clean and of first quality. The Fair has the right to inspect all equipment brought on to fairgrounds property and to reject such equipment that, in its sole judgment, does not comply with the requirements of this license. Furthermore, the Fair, in its sole and arbitrary discretion, reserves the right to locate or relocate Licensee during the fair.
20. The Fair reserves the right to review all products or services for price at any time and from time to time during the annual fair. Licensee agrees to post prices of products and services in a conspicuous place within their location. Failure to post prices and abide by such posted prices shall result in this License being immediately cancelled.
21. Licensee shall not cause or allow beer, wine or any other alcoholic beverage to be sold, given away, used or consumed on the fairgrounds during patron hours. Approved soft drinks and water may be served in paper or approved containers. No glass shall be allowed.
22. The Licensee hereby covenants and agrees to fully exonerate, indemnify, defend and hold harmless the Fair, its agents, employees, directors and officers, each severally and separately from and against all claims, suits, actions, losses, damages, fines, penalties, liabilities, judgments, and expenses including reasonable attorney's fees and costs in all administrative proceedings, at trial and appellate level, for any injury or death to persons (whether they be third persons or employees of either Fair or Licensee) and loss of (through theft, fire or otherwise) or damage to property (whether it be that of Fair, the Licensee or some third party) caused by, growing out of, or arising out of Licensee's use of the fairgrounds, including, but without limitation, its use by Licensee's agents, sub-contractors or employees exercise of any rights under the License; breach of any term, warranty or provision of their License by Licensee; the sale of products; the operation on the fairgrounds, or the carelessness, negligence or improper conduct of the Fair, its agents, employees, directors or officers, breach of the provision regarding hazardous waste and any clean-up or fines associated therewith; or any other third party; or any act or omission of Licensee, its employees, officers or agents. All such liability is hereby expressly assumed by Licensee. Such indemnification shall not apply to injury to persons or damage to property arising out of the Fair's gross negligence or willful misconduct. This provision shall expressly survive termination of this License.

23. Licensee agrees to abide by all Federal, State and local environmental laws, rules, ordinances and/or regulations, including, without limitation, all wastewater, sewer, solid waste disposal, etc. The Licensee agrees, at all times Licensee is on the Fairgrounds, not to have in its possession, collect, distribute, dispose, release or otherwise discharge any toxic or hazardous waste as defined by Florida and Federal law. In the event the Licensee shall be in possession of any hazardous or toxic waste, the Licensee shall immediately notify the Fair and the Florida Department of Environmental Resource Management, as well as the Florida Department of Environmental Protection and the Federal Environmental Protection Agency and such other governmental agency or body as may be required by law, relative to such materials. Additionally, Licensee agrees not to dispose of any refuse or empty any fluids on the Fairgrounds except in the areas designated by the Fair. In the event the Licensee or its agents or employees violate the provisions of this paragraph, the Fair will look to the Licensee and shall subject the Licensee to a fine of \$500 by the Fair for each infraction. Licensee shall also be deemed in material breach of this License and subject to immediate termination of this License and removal from the fairgrounds. Cylinders containing or used for commercial gas are prohibited inside any Fair building.
24. This License is personal between the Fair and Licensee. Licensee may not assign or sublicense any interest in the License without the Fair's prior written consent, which consent shall be within the Fair's sole discretion. Assignment shall also include a transfer or conveyance of more than fifty percent (50%) of the present ownership interest of the License.
25. The parties hereto acknowledge and agree that the majority of the Fair exhibitions are student exhibits and the majority of patrons to the Fair are minors. As such, the Fair reserves the right to remove from the fairgrounds any exhibit, show, display, concession, or any part thereof, which Fair, in its sole opinion, deems objectionable. Should the Fair exercise its rights hereof, Licensee agrees to forego any and all claims for damages against the Fair as a result of the Fair's actions.
26. Licensee assumes all responsibility for all goods, materials, exhibits, displays, articles and other tangible personal property in or on the fairgrounds before, during or after the fair and the Fair assumes no responsibility for said items. Licensee agrees to assume all risk or loss of said property and will defend, indemnify and hold the Fair harmless from any and all loss.
27. Shipments of goods and/or display equipment will not be accepted by the Fair. All shipments must be made through and coordinated with Licensee and should be made one (1) hour prior to opening during the fair. Should the Fair accept delivery of property addressed to Licensee, only as a service to Licensee, Licensee agrees to indemnify and hold harmless the Fair for any loss or damage to any personal property in the receipt, handling, care or custody of said personal property at any time whether the Fair be deemed negligent or not. The Licensee further indemnifies and holds harmless the Fair from any claims, fees or costs related to claims from any third party for loss or damage to said personal property on the fairgrounds. The Fair will not accept COD or any similar delivery.
28. No free samples of food, beverage or any other product may be given away or otherwise distributed without the prior written approval of the Fair, which may be arbitrarily withheld at the sole discretion of the Fair.

29. Licensee agrees to obtain the proper licenses and/or permits for the use of the space covered by this agreement as required by Federal, State, City or County agencies pursuant to Florida law, Hernando County ordinances and City of Brooksville ordinances and supply evidence of same to the Fair on demand. Licensee agrees to promptly pay all applicable taxes.
30. Licensee agrees not to discriminate against any employee or applicant for employment because of race, religion, national 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 and to be in compliance with the Federal and Florida Civil Rights Acts and the Americans with Disabilities Act (ADA).
31. **No domestic animals** will be permitted on Fairgrounds by Licensee or staff whether on a leash or otherwise. The only exception will be police dogs on duty, services animals or domestic animals in scheduled acts or shows. All pets in RV sites must be tied up or contained in the Licensee's RV site at all times. Pet waste must be removed immediately and disposed of properly.
32. Signs used by Licensee must relate to Licensee's name, products and services offered by Licensee. All background and side dividers must be designed so that any part exposed to view, whether inside, outside or from the rear, must have a finished appearance.
33. Any Licensee or staff in violation of these rules and regulations or any part of this agreement may be denied admission or representation to any future Fair as a Licensee. Violations may mean immediate eviction of Licensee and/or staff from the fairgrounds. NO refunds will be given in these cases.
34. The decisions of the Hernando County Fair Association, Inc. Executive Board are final in all matters.