

JEFFERSON COUNTY FAIR AUTHORITY
 c/o Jim Grant, Secretary, 1709 Arch Street Ext., Brockway, PA 15824
 Phone 814-265-0640 ~ FAX 814-265-8557 ~ E-mail: jimgrant@penn.com
 Website: http://www.jeffcofair.com

----- ✎
COMMERCIAL PRIVILEGE CONTRACT 2009

This agreement and contract entered into this ____ day of _____, 2009 between the JEFFERSON COUNTY FAIR AUTHORITY and _____ of _____ and certifies that the JEFFERSON COUNTY FAIR AUTHORITY hereby agrees to sell rental privileges for display space to be used during the week of July 19-25, 2009 according to the following specifications **(Please read all pages carefully):**

VENDOR FINANCIAL RESPONSIBILITY:

1. Vendor requests ____ feet of front footage inside or under grandstand or outside **CHECK ONE!**
 2. The rental fee is \$14.00 per foot front of outside space, or \$16.00 per foot front of space under the grandstand, or \$15.00 per foot front of space inside the Expo Building. Vendor encloses \$ _____
 3. There will be a weekly charge of \$25.00 for lights/fan only, \$75.00 for cooking/refrigeration equipment up to and including 50 amps. For more than 50 amps, the charge will be \$100.00. Vendor encloses a hook-up fee of \$ _____
 4. There will be a non-refundable charge of \$25.00 to ALL vendors for services provided (restrooms, garbage, etc.). Vendor encloses \$ _____
 5. There will be a charge of \$10.00 for the use of water during the Fair for those who wish this service. Vendor encloses \$ _____
 6. These fees cover Mon-Sat, July 20-25. Some vendors may decide to be open on Sunday, July 19 for an extra \$10.00. Vendor encloses \$ _____
 7. Vendors may choose to buy extra gate or car passes. Read item 4 at the bottom of page 3 and fill in the blanks. Vendor encloses \$ _____
 8. Some vendors may wish to have a camper/motor home on the grounds for a fee of \$12.00 per night or \$60.00 per week. Vendor encloses \$ _____
 9. Some vendors left a deposit with the Fair Authority for the 2009 Fair. If this applies to your concession, you may deduct \$ _____
- TOTAL AMOUNT OF PAYMENT FOR THE 2009 FAIR \$ _____

ALL FINANCIAL OBLIGATIONS MUST BE SATISFIED PRIOR TO SETTING UP!

Total electricity used may be measured by our Fair-appointed electrician. Usage over the minimum amounts of \$25.00, \$75.00, or \$100.00 will be billed at the current tariff. Vendors will be required to make payment of any additional fees upon presentation of the amount due. Failure to make all payments in full upon presentation of the amount will result in forfeiture of future participation at the JEFFERSON COUNTY FAIR.

COMMERCIAL PRIVILEGE CONTRACT 2009 (Continued)

10. Insurance: Each vendor must provide a current, original, and properly signed certificate of insurance in the amount of \$1,000,000.00 stating ...

**“JEFFERSON COUNTY FAIR AUTHORITY, COUNTY OF JEFFERSON,
AND JEFFERSON COUNTY COMMISSIONERS
as certificate holder and additional named insured.”**

The Certificate of Insurance must show proof of liability coverage, products completed operations, and workers' compensation. Certificates **MUST BE** as written above!!!

****NOTE**** Please show this information to your insurance agent. Incorrect certificates will not be accepted and could result in delays in approving your space rental.

11. Vendor must keep area around the display tidy and attractive. Use of flowers and plants is encouraged.
12. Vendor must list all items for sale or giveaway at the bottom of this page. Items will be approved. Vendors selling or giving away items not approved will be considered as breaching the terms of the Contract.
13. List all items using electric at the bottom of this page. It is the vendor's responsibility to inform the Concession Manager of any additions or changes.
14. No glass bottles or cans will be permitted on the Fairgrounds without special permission from the Fair Authority.
15. No vendor will be permitted to sell items in the Grandstand Area or away from his designated spot without prior consent from the Concession Manager.
16. Vendors are not permitted to dispose of waste or grease in garbage cans or dumpsters either during Fair Week or when departing from the Fair. When departing the Fair, all garbage must be in the proper containers (no cardboard boxes, etc.). A common dumpster will be provided to dispose of items. Vendors are responsible for proper disposal of their own waste.
17. ABSOLUTELY NO ALCOHOLIC BEVERAGES will be permitted on the Fairgrounds. Persons violating this rule will be considered to have breached their contract and will not be permitted to remain on the grounds.
18. The Bureau of Food Safety in the Pennsylvania Department of Agriculture has been conducting an inspection of all food concessions during Fair Week. The Fair Authority assumes no responsibility or liability for this inspection. The Concession Committee has also been asked to maintain records of the registration numbers for food handlers, the name and number of the certified food handler, and the sales tax number for each vendor as applicable. Please be sure to provide all the available information for the questions on page 4.

19. PLEASE LIST ALL ITEMS FOR SALE OR GIVEAWAY:

20. PLEASE LIST ALL EQUIPMENT USING ELECTRICITY:

COMMERCIAL PRIVILEGE CONTRACT 2009 (Continued)

OTHER IMPORTANT DETAILS:

1. The Fair's electrician will be available from 8:00 a.m. until 6:00 p.m. on Saturday, July 18 and on Sunday, July 19, 2009 to hook up concessions. He will also be available for disconnects from Midnight until 2:00 a.m. on Saturday night, and from 8:00 a.m. until 1:00 p.m. on Sunday. Special times for electrical work will be available by appointment for an additional fee of \$25.00. Vendors will be responsible for payment to the electrician for other personal services not Fair related.
2. Failure to comply with payment, insurance requirements, etc. will result in refusal to the grounds and cancellation of contract with no refunds of monies paid. Non-compliance or lack of cooperation by vendors will be considered breach of contract and vendors will be asked to remove equipment with no refunds.
3. Disturbing or digging of grounds or any part of our area will result in cancellation of contract and no refunds of monies paid. Advance permission of the Concession Manager and Grounds Committee Chairman is required for any disturbance of the ground. Violations of this will result in immediate Dismissal of your unit with no refunds and will result in the removal of your name from our Concession list.
4. Space rental will be charged for any vendor who does not fill his spot and does not cancel the reservation at least one week before the opening of the Fair.
5. **Vendors should limit their travel through the Fairgrounds as much as possible** and, if it is absolutely necessary to move a vehicle during the time when crowds are present, keep to the back roads and move with extreme caution.
6. The Fair Authority has sometimes approved a traditional carnival contract which includes the exclusive rights to SNO-CONES, CANDY APPLES, COTTON CANDY, and POPCORN. If this should be true for 2009, no other food vendor would be permitted to sell these products.
7. All new food vendors for 2009 will be required to provide a non-returnable, current photo of their stand as it will appear on our midway.
8. All vendors agree to hold harmless the Jefferson County Fair Authority members, volunteers, and representatives from any and all claims and/or liability arising from the ownership, maintenance, and use of said premises, and all operations conducted thereon during the term of this agreement, and the construction and dismantling of any and all structures and appurtenances correlated with the above stated privilege.

JEFFERSON COUNTY FAIR AUTHORITY WILL:

1. Provide ice at the Fair Office for a nominal fee.
2. Provide garbage containers for the regular paper products waste and will empty these daily.
3. Provide water and electricity, as required, at the designated rates.
4. 2009 CONCESSION PASS POLICY: One (1) car pass will be made available to each vendor spot. This pass will admit one vehicle and the driver. In addition to this car pass, each vendor spot will receive three (3) weekly passes for gate admission only. One additional car pass may be purchased at regular weekly gate price of \$24.00.

Additional gate passes needed may be purchased at the advance price of \$24.00 which admits to The grounds only (rides and grandstand tickets may be purchased at the Ticket Booth) or the normal \$8.00 daily pass may be purchased. NO OTHER PASSES WILL BE AVAILABLE.

Vendor requests _____ extra gate passes @ \$24 and _____ (0 or 1 only) extra car pass @ \$24.

COMMERCIAL PRIVILEGE CONTRACT 2009 (Continued)

NOTICE

All matters related to the setting up of the concession will be subject to the approval of the Fair Authority's Concession Committee.

The JEFFERSON COUNTY FAIR AUTHORITY thanks you in advance for your cooperation and Support with our policies. We promise to do our best to grant any special considerations you may need But cannot make any guarantees. Your signature on this contract shows that you agree to abide by the Rules and policies herein posted. If you wish to join with us in these events and under these conditions, Please sign the contract, fill in the information below, include the proper insurance information, and Send to the address below.

I agree to the rules and policies of the JEFFERSON COUNTY FAIR AUTHORITY.

Signature _____

Business Name _____

Address _____

Phone _____

E-Mail _____

FAX _____

Sales Tax No. _____

MAIL TO:

Jim Grant
1709 Arch Street Ext.
Brockway, PA 15824

Please provide whatever forms
Of communication available, in
case it is necessary to contact
You concerning this contract.

Food Handler Information (If available):

Registration No. _____

Name and Number of Certified Food Handler _____

Electrical and Septic Requests:

- I can just plug into existing electric receptacles when I arrive and unplug when leaving OR
- I request the services of the electrician on _____ at _____ and _____ at _____
DAY TIME DAY TIME
- I request a special
breaker rated at _____ amps.

I would like to arrange for Ram Septic Service to pump the holding tank on my camper or motor home at \$10 per Trailer (price subject to change) ... their phone number is 371-7705 or 1-800-322-3780.

On _____ Date(s)

NOTE: As an aid to the Septic Service Provider, a brightly-colored sign will be available at the Fair Office to Mark any trailer that is to be pumped. Please request the use of this sign when needed.

ADDITIONAL COMMENTS: _____
