

Midway Vendor Contract

Langlade County Fair

Antigo Wi

This agreement is mutually agreed upon between the Langlade County Fair and

_____ of _____

to rent space on the Langlade County Fairgrounds for the period of July 25 – 29, 2018 inclusive. Consideration of \$_____ to be paid for space on the midway. Half due by May 1st of the current fair year. Second half due at arrival prior to set up of the current fair. Plus a \$200 security deposit. Due with first half of fee. * (Security deposit will be cashed to secure spot. Security deposit will be returned by mail to the primary contact of the booth 30 days of fair closing.)

Exhibitor must send two checks. One for the space fee and one for the security deposit.

This contract is subject to the following regulations:

1. Lessee is entitled to one pre-sale parking passes with paid space. Additional passes can be purchased for \$5.00 a piece at check-in or until the beginning of the fair on Wednesday. Rental space is to be paid in full before passes are issued.
2. All spaces will be assigned on a basis of acceptance of application, by choices made by the lessee and with approval of the Langlade County Fair Board. In the result of two vendors requesting the same space and forms being returned on the same day, space will be determined by seniority and past compliance of previous fairs.
3. Any lessee requesting electrical service will pay an additional \$1 per amp plug in and an additional \$25 per 110 cord plugged in, with a minimum of \$25. No extension cords are allowed outside of your selling unit. Each unit must have a direct connection to the power source. No seller will be allowed to open their selling area without meeting the electric specification.
4. All units shall be free standing, secure and weighted down. No anchoring into the ground, blacktop, or surrounding structures is permitted. The lessee agrees to cover any repairs or injuries due to failure to comply. The Lessee agrees to have the proper insurance in place to cover all damages that may occur and hold the Langlade County Fair harmless of any claims that could result.
5. Lessee shall only sell from within their selling area. No solicitation outside of that area is allowed
6. Lessee shall abide by all exclusives set forth by Langlade County Fair.
7. Lessee shall dispose of grey water and grease in designated areas only. Any lessee violating will forfeit any security deposit and may be declined from selling at future fairs.
8. Brochure racks or a similar substitute must be used in booths that are not supervised. Failure to control literature or merchandise in your booth or space will result in a \$50.00 clean up fine.
9. No live animals shall be sold or exhibited in space.
10. All vendors must check in with the fair coordinator upon arrival to the fairgrounds prior to setting up. At this time vendors should collect parking passes, pay any remaining fees, and receive space assignment.
11. Such space as may be let under this contact shall remain under the control of the Langlade County Fair, and the lessee shall not assign said space, or any portion thereof, for any purpose whatsoever without the written consent of the proper officers of the Fair. Any

violation of this provision shall immediately forfeit this lease and the privileges sold under it.

12. Default in the payment of any portion of the within specified consideration when the same shall fall due, shall void the tenure of this contract, and shall give the fair the right to repossess such space without legal process, with or without notice. All monies forfeited to the association without recourse on the part of the lessee.

13. The Langlade County Fair shall not be responsible for any breach of the law by the lessee or his servants, and the lessee agrees to fully indemnify the Youth Fair for any loss or damage resulting from negligence on the part of himself or of his employees.

14. The proper officers of the fair or person authorized by such officers shall have the right to specifically designate the space to be let under the terms of this contract.

15. The space to be occupied under the terms of this lease must be occupied by the lessee no later than 5pm on the day prior to the fair starting, and remain in place until the close of the fair, 6pm Sunday, unless specific statement in writing shall be made for the later occupancy and, in the event lessee fails to comply with this provision, all monies (including security deposit) that have been paid under the terms of this contract shall become forfeited to the Fair and the lessee may be banned from exhibiting in the future with the Langlade County Fair.

16. The lessee agrees to peaceably surrender possession of the space described in this lease in the event of failure to comply with any of its provisions upon demand of the Fair, and further agrees to waive all damages or claims in the event such demands shall be made.

17. The Fair reserves the right to cancel this contract if, in the judgment of the proper officers the business or exhibition carried on by the lessee, or the manner of conducting the same shall be objectionable to the public, or not as represented at the time this contract is signed, or does not in every way comply with state requirements. In event of cancellation, all payments previously made thereon shall become forfeited to the Youth Fair.

18. The Lessee agrees to conduct the business or exhibition described in this contract wholly within the space rented, in no instance will walking privileges be granted.

19. The Fair shall have a lien upon the goods, lumber, stand, and implements used in the operation of the privilege granted under the terms of this contract, and the same shall not be removed from the grounds until full payment of the contract is acknowledged by the proper officer of the Youth Fair. In the event of default in any payment, the proper officer of the Youth Fair may take possession of said goods, lumber, stand, and implements, and sell the same at public sale, applying the proceeds to the payment of said contract price, paying any amount received above its claim to the lessee or his agents.

20. The lessee agrees that his property will be removed from the grounds of the Fair within twelve hours after the close of the Fair, and that all accumulations as a result of his occupancy shall be disposed of under the direction of Fair Coordinators.

21. All amplification systems are to be operated under the supervisions of the Fair Coordinators and lessee agrees to observe rules and regulations in this respect which provide that sets are to be kept tuned to volume that will not annoy competitive concessions or the public. The authorized officers of the Fair shall be the sole judge as to what shall and what shall not constitute a nuisance in this respect.

22. The lessee shall hold and prove a certificate of insurance with a minimum of \$1,000,000 in liability coverage. The lessee will add Langlade County Fair as the additional insured to all liability coverage. The lessee will provide a certificate of insurance stating the above.

Accepted by:

_____ Date _____

Exhibitor/Lessee

Rhonda Klement, Fair Coordinator

Langlade County Youth Fair

Midway vendors for profit