

**LIVINGSTON COUNTY AGRICULTURAL SOCIETY & FAIR AT CALEDONIA INC.
CONCESSION/VENDOR POLICIES 2009**

Payment

Please see contract.

Site

The commercial Exhibits committee will designate the place, location, and amount of space to be occupied under the terms of the agreement. The Fair will not provide such things as tables, chairs, and lead cords.

Vendors will conduct business only within the confines of their allotted vendor space unless the Commercial Exhibits committee has granted prior written approval. Vendors may not conduct business in the walkways adjacent to their rented areas. No exhibit/booth/vendor shall block or impede the view of adjacent booths.

All advertising for the Concession/Vendor shall be in the space allotted in their contract unless approved by the Fair Office. No posting of signs, banners, etc., will be allowed around the grounds without express, written permission from the Fair.

Laws/Rules/Regulations

Any and all business conducted under the terms of the contract shall be conducted in accordance with the laws of the State of New York and the rules and regulations established by the Society. In the case of any violation of said laws, rules or regulations, and in particular any provision of the Agricultural and Markets Law of the State of New York or in case the conduct of said business is prevented by the Division of State Police or any other duly constituted authority, the person to whom the privilege is granted shall forfeit all further rights without relief from any unpaid portion or the price or repayment of what has already been paid and upon such a violation agrees to immediately surrender the grounds or space occupied under the privilege and cease doing business therein.

Concessions/vendors who have rented space by payment or through public service must adhere to the rules provided with their contracts, in addition to the policies of the Agricultural Society.

The Fair has the right to refuse rentals the following year if it is deemed for any reason the renter did not meet the requirements set forth by the Society and the Commercial Exhibits Committee.

Smoking

Per New York State regulations there is no smoking in any building, barn, pavilion, or tent structure on the fairgrounds.

Clean-up

Vendors shall be responsible for the clean up of the area around their booths and for the proper placement of waste and trash in the containers provided.

Exclusives

There shall be no exclusive privileges granted under the terms of this agreement unless specifically designated herein in writing.

Inspection

The officers and agents of the Agricultural Society reserve the right at any and all times to enter upon and examine the premises occupied by the person to whom the privilege is granted, and said agents or officers are to be the sole judges as to the legality or morality of the said games, property or exhibitions.

Concerns/Problems/Disputes

If a concern, problem or dispute arises, it should be reported to the Commercial Exhibits Committee or the Fair Office immediately. The Commercial Exhibits Committee will make all decisions on Commercial Exhibit matters. The Fair Board reserves the right to remove any concession from the grounds base on the committee's finding.

Membrane Structures

All membrane structures (i.e. tents) are required by federal law to be certified fire retardant. A certifying label must be sewn into a seam.

Sound Equipment

Approved microphones, TV's, radios, loudspeakers, musical instruments, or other sound equipment must be kept at a reasonable volume in order not to disturb normal business transactions in nearby exhibitor space or in adjacent public space. Fair management reserves the right to revoke permission to use such equipment entirely if the provisions of this rule are not observed.

Delivery of Goods

UPS, FedEx or other package delivery service will be available at the Fair Office daily during weekdays. Vendors will be paged to the office if they have packages and they are expected to pick up their merchandise. The office staff will accept no COD's, nor will packages be held or stored for any vendor. The address label must contain the name of the individual and the company name that appears on the contract; otherwise items will be returned to the shipper.

Insurance Requirements

It is your responsibility to carry insurance to protect your business from Liability Claims. For insurance we require that you have a minimum of \$1,000,000 for each of the following: general aggregate, products, personal injury, and each occurrence.

The Certificate of Insurance must be received at the Fair Office by June 1 of the Fair year. Livingston County Agricultural Society & Fair at Caledonia Inc. must be named additional insured for the period of the Fair and must be established as such on the certificate. The certificate also needs to contain a 30-day Notice of Cancellation.

The Livingston County Agricultural Society & Fair at Caledonia Inc. is hereby released, exonerated and discharged from any and all liability for any loss or damages which the person to

whom the privilege is granted may suffer or sustain, either in property damage or personal injuries, while on the grounds of said Society; and their contract is executed and accepted in consideration of the granting thereof, and the person to whom the privilege is granted does hereby assume any and all risk respecting himself(herself), his(her) agents, servants, employers, or their property, including all injuries, losses or damages sustained by any or all of them while on the grounds of the Society.

The person, firm or corporation to whom the contract is granted, covenants and agrees to assume and does hereby assume all liability and responsibility for all injuries and damages sustained by other persons, or firms, or corporations as a result of the negligence and/or wrongdoing to himself(herself) or his(her) agents, servants or employees by reason of the distribution of any unwholesome or unfit food or beverage on the grounds of the society, or by reason of any other act or omission for liability therefore occurs; and furthermore, said person, corporation or firm to whom the privilege is granted covenants and agrees to pay all damages, losses and expenses incurring by reason of the foregoing and to indemnify and save harmless the Livingston County Agricultural Society & Fair at Caledonia Inc. free there from.

All vendors are required to submit a copy of their Workers Compensation Certificate. This contract shall be null and void unless the person to whom this privilege is granted shall keep insured during the life of this contract all employees as required to be covered by the provisions of the Workers Compensation Law.

Camping

We improved the campgrounds and have continued to address your needs in this area.

You must maintain a 10-foot distance between trailers, tip-outs or awnings. Anything closer is a violation of the New York State Camping Regulations.

There are no sewer hook-ups on the fairgrounds. Pumping will be available. You must make arrangements with the Fair Office the day prior to your requested pump-out. Anyone found to be discharging their sewer, gray or black water, or holding tanks onto the fairgrounds or adjoining property may be removed from the fairgrounds and subject to any penalties and/or fines herewith.

Gate Policy

Each vendor will be given two weekly exhibitor passes. If you require more than that, you may purchase extras at the fair office.

If vendors need to leave tickets for their employees to enter the grounds, they should leave those tickets in appropriately labeled envelopes at one of the gates and should previously notify their employees of this arrangement.

Tax Law

Due to New York State Laws, vendors collecting sales tax or selling taxable items are required to submit a copy of their NYS Sales Tax Certificate with their contract. Vendors are required by law to display their **original** (not a copy) NYS Sales Tax Certificate during the run of the Fair.

The NYS Sales Tax Department will determine items eligible for tax collection, and their rules and regulations must be abided by and strictly adhered to.

Electric

Electricity will be provided based upon your requirements as you have indicated on your contract. It is now included in your contract amount. The charge is based upon your electricity usage last year. Notify the Fair Office and the Fair electrician of any change in service requirements. Any increase in electrical usage can result in additional charges as determined by the Commercial Committee. We cannot be responsible for overload of circuit breakers, in which case our electrician will determine the appropriate action.

Any stock truck requiring plug-ins or any other extra vehicle plugging into electric will be charge a fee of \$5 per day unless amperage indicates a heavier than normal load. When you return your contract, we will need a list of all stock/tow vehicles and the license plate numbers of each unit regardless of whether or not they plug in. Put this information on a separate sheet of paper. Do not add this information to your contract.

Health Requirements

It is your responsibility to contact the Health Department and secure your permit prior to the Fair. The address is: Livingston County Public Health Dept., Livingston County Campus, Mt. Morris, NY 14510. The phone number is (585) 243-7270. The privilege granted herein shall also be subject to compliance with all provisions of the Public Health Law of the State of New York and all the Rules and Regulations adopted by the local Board of Health, Dept. of Agriculture and Markets, and Sanitary Code of the State of New York.

Set-up/Tear-down

There will be absolutely no set-ups (concessions or house trailers) prior to Saturday before Fair week unless prior arrangements have been made. Vendors must register with the Fair Office before setting up their booth/rigs on the fairgrounds. Once you are registered a staff member will show you where to set up.

All concession set-ups must be completed and in place by 11 a.m. on Tuesday of Fair week. Anyone not in place by 11 a.m. Tuesday may not be allowed to set up and all fees paid will be forfeited, unless prior arrangements are made with the Fair Office.

No one is permitted to tear down before 10 p.m. on Saturday.

If vendor property is not removed from the fairgrounds by 4 p.m. on the Sunday immediately following the close of the Fair, an extra fee will be charged. Any exhibits/vendor property left after 30 days following the close of the Fair becomes the property of the Agricultural Society.

Animals

Livingston County Agricultural Society & Fair at Caledonia, Inc. requires that all animals capable of receiving the rabies vaccine be immunized in sufficient time prior to the Fair. A certificate of rabies vaccination signed by an accredited veterinarian will be required prior to any dogs, cats, etc. being allowed onto the fairgrounds. All animals belonging to

concessions/vendors are to be housed in the camper area only. Under no circumstances are these animals allowed to be in public areas.

Trash

Vendors will be responsible for keeping the area around their booths in good order. Vendors with rigs, tents, or permanent structures are responsible for keeping the 10'-12' around their area free from trash, garbage, etc. If an item does not fit in the dumpster, do not dispose of it on the fairgrounds.

Vendor Hours

Please see contract.

Terms

The Society herein reserves the right to postpone the Fair conducted on the premises from day to day during the time same has been authorized or to cancel it in its entirety for any reason; and there shall be no repayment of any monies paid or deposited under the terms of this agreement.

The Livingston County Agricultural Society & Fair at Caledonia Inc. Board of Directors reserve the right to interpret these rules and regulations and arbitrarily settle and determine matters, questions, and differences that may arise in connection with the Fair and reserve the sole right to amend or add to these rules as they see fit.