

Hamilton County Fair, Inc.
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www.HamiltonTN.gov/Fair



HAMILTON COUNTY FAIR, INC., VENDOR AGREEMENT

This Agreement is entered into between the Hamilton County Fair, Inc. (hereinafter "HCFI") and _____ (hereinafter "Vendor"). This Agreement and the terms herein shall apply to the Hamilton County Fair scheduled for the period of operation, as defined herein, and hours of operation, as defined herein. This Agreement shall take immediate effect upon the: (a) execution by both parties hereto; and (b) Vendor's payment and HCFI's acceptance of any required fees or charges; and (c) HCFI's approval of Vendor's application. The parties hereto agree as follows:

I. DEFINITIONS

1. **Fair** shall mean the event that takes place at the fair location and during the period of operation and hours of operation designated herein.
2. **Period of operation** shall mean the time period of:
 - A. **Friday, September 27, 2019**, which shall be the designated "Vendor Check-in and set-up day", and
 - B. **Saturday, September 28, 2019**, which shall be the designated "opening day," and
 - C. **Sunday, September 29, 2019**, which shall be the designated "closing day."
3. **Hours of operation** shall be each day during the period of operation from 10 a.m. ("opening time") until 6 p.m. ("closing time").
4. **Fair location or fairground** shall mean the area designated for the Fair inside Chester Frost Park located at 2277 Gold Point Circle, Hixson, Hamilton County, Tennessee.
5. **Vendor** shall mean any entity or individual that contracts with HCFI to promote and/or provide services or goods, items for sale, food, entertainment, etc., during the period of operation, regardless of whether such is provided through the Fair's duration or for a

limited time during the Fair's operation. In the sole discretion of HCFI, each Vendor shall be designated as one of the following:

- A. **Arts & Crafts Vendor**, which shall mean one of the following:
 - a. **Demonstrator** shall mean a vendor who makes their own craft and demonstrates their craft on site during the fair, collects information from the public, disseminates company information, and gathers order information, but **does not** sell products on site during the fair;
 - b. **Seller-Demonstrator** shall mean a vendor who makes their own craft and demonstrates their craft on site during the fair, collects information from the public, disseminates company information, gathers order information, and **sells** their craft products on site during the fair; and
 - c. **Seller** shall mean a vendor who, during the fair, offers for sale products they have handmade offsite.
- B. **Commercial Vendor**, which shall mean a vendor who has commercial-made products or commercial services being offered for sale relating to personal use, home, lawn, farm, or garden, etc.
- C. **Food Vendor**, which shall mean a vendor that either cook and/or prepares food on the premises for sale, or offers for sale food cooked and/or prepared off premises. This shall not include the resale of any commercially packaged food products such as Coca Cola, Pepsi, or any other bottled or prepackaged foods.
- D. **Animal, Entertainment, or Amusement Vendor**, which shall mean a vendor that provides animal exhibits, *i.e.*, a petting zoo, horseback rides, etc.; provides entertainment or amusement that includes rides or potentially hazardous experiences, *i.e.*, bungee jumping, go-carts, bumper cars, etc., and/or is typically included in the Children's Area.
- E. **Promotional Exhibitor**, which shall include individuals and/or organizations who wish to participate in the Fair for public demonstration, the active promotion of a social cause or who advocate for a particular standpoint shall utilize the area designated for Promotional Exhibitors at no cost and shall operate within the parameters below:
 - a. Literature, brochures or other handouts must remain with the designated booth space of each promotional exhibitor.
 - b. Amplified sound that may disturb other exhibitors or attendees will not be permitted.
 - c. Approved Exhibitors shall maintain proper behavior which coincides with the family atmosphere of the Fair.

- d. Approved Exhibitors shall furnish their own materials and displays such as tables, chairs, tents, etc., with tents being limited to 10x10 and a maximum of one space.
 - e. Water and electricity are NOT available in the designated area for Promotional Exhibitors; no other provisions will be made or are implied.
 - f. Exhibitors are required to provide their own protection in case of inclement weather. The Fair is not responsible for damages.
 - g. Promotional Exhibitors are not approved to participate until a signed agreement is submitted for review and is subject to space availability.
 - h. Non-approved exhibitors will be prohibited from solicitation within the Fairgrounds.
6. **Booth** shall mean a designated area at the fairgrounds, its location is based on vendor type and includes a minimum of fifteen foot by fifteen foot (15 x 15) space. When requested by the Vendor, and appropriate in the judgment of HCFI, a booth may include electrical and/or water hookups for the Vendor's use during the period of operation and are **subject to availability**. However, all Food Vendors shall be provided with water and electric connections.
7. **Agreement** shall mean this form supplied by HCFI, completed by a vendor and submitted with payment requesting that vendor be permitted to participate in the Fair, and subsequently approved by HCFI.
8. **Vendor** shall mean, and is hereby, designated as one or more the following types of vendors, pursuant to the applicable definition(s) above:
- A. Arts & Crafts Vendor:
 - a. Demonstrator; no cost with a minimum 15'x15' space
 - b. Seller-Demonstrator; \$50.00 with a minimum 15'x15' space
 - c. Seller; \$150.00 with a minimum 15'x15' space
 - B. Animal, Entertainment, or Amusement Vendor; (per separate Contract)
 - C. Commercial Vendor; \$250.00 with a minimum 15'x15'
 - D. Food Vendor; \$850.00 with 25' road frontage
 - E. Promotional Exhibitor; no cost with 15'x15' space

2019 County Fair – Vendor Space is limited and is subject to availability.

II. TERMS OF AGREEMENT

1. Vendor recognizes and agrees that HCFI does not guarantee exclusivity, *i.e.*, there may be other vendors at the fair who are selling similar products or services, performing similar arts or entertainment. HCFI will make a reasonable effort not to put vendors selling similar items and/or services in close proximity to one another;
2. HCFI will assign each vendor a booth number in the appropriate area of the fairground, such that vendors of the same designation shall be in the same area. However, HCFI reserves the right to make changes to booth assignments prior to opening day, if deemed necessary by HCFI. Assigned booth numbers will be noted on the vendor's submitted Agreement once approved by HCFI. The Vendor will be notified of the vendor's placement either prior to or day of Vendor Check-In;
3. During the Fair, Vendor will be providing the items and/or services specified in their Vendor Agreement. Vendor shall be limited to the items and services specified in the Agreement. Vendor expressly agrees not to sell, advertise, solicit orders for or otherwise provide items and/or services not specified in Vendor's Approved Agreement;
4. Vendor will at all times be in direct supervision of their assigned booth area, as well as any individuals, whether employees or contractors, who shall represent Vendor. Neither Vendor nor Vendor's employee's, contractors, or representatives shall solicit business outside the Vendor's assigned booth area;
5. Vendor assumes responsibility and liability for all set-up and tear-down costs associated with being a vendor including, but not limited to: set-up of booth, including tables, chairs, curtains, tents, shelves, or any other items specific to Vendor's needs; operation of booth; moving all vendor-owned vehicles and equipment; etc.;
6. HCFI may provide electricity to those vendors who have requested the same subject to availability and/or as deemed necessary by HCFI based on the Vendor's designation;
7. HCFI is not responsible for merchandise, equipment, items displayed or property belonging to said Vendor, including theft of, or damage to, said property or items. Vendor shall be solely responsible for the cost of any damage to such property, or injuries, and shall indemnify and hold HCFI harmless for same;
8. All Vendors shall comply with applicable Federal and State laws and regulations, including, but not limited to obtaining all required permits, and complying with food safety, amusement ride, and animal welfare laws and regulations. Vendor shall indemnify and hold HCFI harmless in the event Vendor's failure to so comply results in liability. Specifically:

1. **Food Vendors** shall obtain temporary food service permits from the Hamilton County Health Department (423-209-8110) and shall be solely responsible for all related costs and fees associated with said permit. The Temporary food service permit shall be prominently displayed in the Vendor's booth.
9. All vendors designated as Food, Commercial, or Animal, Entertainment, Amusement vendors, or any vendor that is incorporated as a C-Corporation under the laws of the State of Tennessee, or any other State, shall submit with their Agreement a Certificate of Insurance identifying HCFI and Hamilton County, Tennessee Government, as "additional insureds." All vendors, irrespective of designation hereby agree to indemnify and hold harmless both HCFI and Hamilton County, Tennessee Government, for any, and all, property damage or personal injuries, whether suffered by vendor, a member of vendor's staff, a member of the general public, patrons, or a member of HCFI. HCFI reserves the right to require additional insurance and certificates of insurance, over and above that noted herein, including requiring vendors designated as any category of Arts & Craft Vendors to provide proof of insurance, and to deny participation in the Fair to any vendor that fails to satisfy such additional insurance requirements. All additional insurance requirements shall be made a part of this Agreement and incorporated herein. All certificates of insurance shall be, and are hereby, incorporated into this Agreement.
10. This Agreement, along with the Vendor's certificate(s) of insurance, including any additional insurances required by HCFI, shall constitute the entirety of the Agreement between the parties;
11. Any changes to this Agreement shall be executed and implemented with the same formalities as this Agreement;
12. In all proceedings that shall arise out of, or relate to, this Agreement the laws of the State of Tennessee shall apply;
13. In the event that a court of competent jurisdiction shall strike or void any portion of this Agreement, the remaining portion(s) shall remain in effect and shall be given full effect in any proceedings arising out of, or relating to, this Agreement
14. In the event of a dispute, disagreement, conflict of interpretation or claim arising out of, or relating to, this Agreement, the parties agree to participate in non-binding arbitration, which shall be conducted in Tennessee, by a single, independent arbitrator on which the parties hereto shall agree;

Vendor Signature

Date

Print name of Vendor signatory and Business Name

Cell Phone #

**STATE OF TENNESSEE:
COUNTY OF HAMILTON**

Before me personally appeared the aforesaid party, to me personally known or satisfactorily identified, and acknowledged that their signature above was made absent any duress or coercion, and of their own free will.

Notary Public

My commission expires: _____

HAMILTON COUNTY FAIR, INC.

Tom Lamb
Hamilton County Fair, Inc., Chairman

Date