

EXHIBITOR/VENDOR RENTAL SPACE APPLICATION

Revised 3/2021



All exhibitors/vendors (non-food) desiring rental space must have this completed application along with a non-refundable \$50 deposit and a Certificate of Insurance submitted no later than 15 days prior to the fair opening day. Non-profit groups will need to inquire about the deposit. Return requirements to: Highland County Fair, PO Box 366, Monterey VA 24465. Questions: 540-280-2028

Approval Date: _____
Contacted Group: _____
Payment: _____

Non-Food Vendors

Exhibitor/Vendor Name _____

Person Responsible for Contract _____

Mailing Address _____

Telephone (Business #) _____ (Cell) _____

E-mail _____

Exhibitor/Vendor must provide the Highland County Fair Association, Inc. (HCFA) with a current Certificate of Liability Insurance no later than 15 days prior to the fair opening day, noting Highland County Fair Association, Inc. as additional insured. The HCFA reserves the right to reject a space if insurance is not satisfactory and/or is not secured. Please see the Sample Insurance Requirements attached. Is your certificate of insurance attached?

Yes _____ No _____

List all items or services to be sold, exhibited or displayed. (Describe your space) _____

Current prices for space are as follows. Check space requested.

Inside space – Commercial Exhibitors:

___ 10' frontage x 10' deep - \$275/4 days or \$75/day

___ Size requested: _____ Fee determined by board

Inside space – Non-profit exhibitors:

___ 5' x 10' space – Fee determined by board

Outside space –Commercial exhibitors:

___ 12' frontage x 12' deep - \$200/4 days or \$75/day

___ Size requested: _____ Fee determined by board

Outside space – Non-profit exhibitors:

___ Size requested _____ – Fee determined by board

- If inside space is desired, but not available, will you take an outside space? Yes ___ No ___
- Do you plan to use a trailer or other structure for your display? Yes ___ No ___
- Do you plan to use a microphone or sound system in your rental space? Yes ___ No ___
- Do you need electricity or specific utility connection? Yes ___ No ___

Explain "yes" answers above: _____

I certify that the information stated in this application is complete and true to the best of my knowledge. I understand that a non-refundable \$50 deposit is due until the HCFA board has approved the application, and then final payment is due in full at notification of approval or no less than 15 days prior to opening of fair. I certify that I have read the rules for exhibitor/vendor attached to this form and will abide by the rules. Exhibitor/Vendor assumes all risk of damage or loss to persons or property, for any reason whatsoever, resulting from any act or omission under this agreement and exhibitor's/vendor's use of exhibitor's/vendor's space as set forth hereunder, and exhibitor/vendor agrees to indemnify and hold the Highland County Fair Association, Inc., its officers, directors, employees, volunteers, contractor and agents harmless of and from any negligent or intentional wrongful act or omission of exhibitor/vendor, its officers, directors, employees, volunteers, contractors, agents, or licensees. It is further understood and agreed that the Highland County Fair Association, Inc. shall incur no liability to exhibitor/vendor, other than its obligation to provide space as agreed upon herein. I will adhere to CDC/VDH guidelines for my display/space/service.

Signature of applicant _____ Date _____

EXHIBITOR/VENDOR RENTAL SPACE RULES

1. Exhibitors shall be required to maintain their respective area in a reasonably clean and orderly condition at all times and must adhere to CDC and VDH guidelines for the event.
2. The Highland County Fair Association, Inc. encourages all vendors to staff their exhibit during the hours of 7:00 pm-10:00 pm Wednesday and Thursday; from 5:00 pm-10:30 p.m. on Friday; and from 10 am until 9 pm on Saturday. Note: You can extend your hours; however, any time your booth is unattended, you are responsible for your own security.
3. The front of school entry gate is to be used on Tuesday only of Fair week for access to exhibit gym/grounds for set-up. No vehicles are to remain inside the fenced out area after Tuesday night. Vehicles may be towed at owner's expense if left inside grounds. Exhibitors can set up from 3 pm-10 pm on Tuesday evening. One parking pass per vendor space may be given at fair board discretion and availability.
4. Displays/merchandise may NOT be removed prior to 9 pm on Saturday. Items can be removed from 9-11 pm on Saturday (preferred) or 7:30-9:30 am on Sunday morning. On Sunday, vehicles can be driven on midway for easier access, but no blocking of doorways/roadways allowed.
5. The Highland County Fair Association, Inc. is not responsible for articles exhibited.
6. Refunds will only be given for cancellations made at least 15 days prior to fair or after written request is made to the Fair Association Board by their August meeting (typically the third Thursdays) and approval granted.
7. No equipment or decorative material may be nailed, tacked, screwed, taped or bolted to any part of the Fair Association building or school building or any of the fixtures therein.
8. The Fair Association reserves the right to charge the exhibitor/vendor for any damage caused by them.
9. Use of alcoholic beverages, drugs, abusive language, or any other abusive misconduct is prohibited.
10. No pets are allowed on fairgrounds.
11. If, in the opinion of the Rental Space Coordinator, an exhibitor/vendor willfully violates any of the rules governing the fair, he/she may be asked to remove his/her exhibit/display. NO REFUNDS WILL BE GIVEN.
12. The Board of Directors of the Highland County Fair Association reserves the right to interpret all rules and regulations and resolve any situation that may arise and is not restricted by the lack of or omission of a specific rule or regulation.
13. All tent pegs must be covered and marked and must be in the defined area of space rented.
14. Exhibitors/vendors must be confined to the specific area rented. There will be no soliciting, handing out or posting of written materials by any organization or individual outside the space that has been leased from the Fair Association.
15. No signage is to be posted or displayed outside of rented area. No handouts are to be placed on any car windshields.
16. The Rental Space Coordinator reserves the right to inspect (at any time) and approve all exhibit materials and remove those that may be considered objectionable. Management will not condone the selling of racial, pornographic, smoking devices, tobacco products (or products proved as look-alikes) or counterfeit materials of any kind.
17. All products must be sold as represented. Any brand name merchandise must be as represented. Any licensed merchandise must have a tag of authenticity.
18. No motorized or self-propelled vehicles (bicycle, moped, etc.) are allowed on the grounds.
19. No balloons to be distributed.
20. No food or beverage products may be sold or given away without written permission of the Fair Board of Directors. Another request form is required for food vendors.
21. No sub-leasing or sharing of booths is permitted.
22. No games of chance or rides allowed without the approval of the Fair Association Board of Directors.
23. No open fires—including candles.
24. No free admission to exhibitor/vendor. A season ticket is available for purchase.
25. All materials in display must comply with all Federal, State, and Local laws.
26. Inside/outside exhibitors/vendors are responsible for all needed extension cords and all cords must be NEC approved. Fair Manager or Rental Space Coordinator will locate receptacle—no changing allowed.
27. Rental space coordinator will confirm at least 15 days prior to fair if application is approved.

Sample Insurance Requirements

The requirements listed are minimum limits only and do not limit liability or obligations.

- ❑ Required minimum limits for the above coverage are as follows:

General Liability -

\$1,000,000 each occurrence

\$ 100,000 Fire Damage

\$ 10,000 Medical Expenses

\$1,000,000 Personal and Advertising Injury

\$2,000,000 General Aggregate

\$2,000,000 Products/Completed Operations Aggregate

Automobile Liability – Including Hired Auto and Non-Owned Auto

\$1,000,000 Combined Single Limit

Workers Compensation & Employers Liability Insurance -

Statutory Limits for Workers Compensation

\$1,000,000 each accident

\$1,000,000 each occurrence by disease

\$1,000,000 by disease - policy limit

Excess Liability -

\$5,000,000 Each Occurrence

An Excess Liability policy of more than \$5,000,000 on an umbrella form can be used to satisfy the above limits.

- ❑ Highland County Fair Association Inc. shall be named additional insured on the liability policies listed above (except Workers Compensation) in connection with the services to be provided.
- ❑ This insurance for the additional insured shall be as broad as and at the same limits as that of the named insured.
- ❑ Insurance shall be primary and any insurance maintained by the Additional Insured shall be excess and non-contributory until all the limits of insurance have been exhausted through the payment of claims.
- ❑ All rights of subrogation are waived for the policies listed above, including workers compensation.
- ❑ The policies listed shall provide for 30 days' advance written notice by certified mail of cancellation, termination or alteration of any policy.