

EXHIBITOR/VENDOR RENTAL SPACE AGREEMENT

Approval Date: _____
 Contacted Group: _____
 Full Payment Received: _____



All exhibitors/vendors desiring rental space must submit this completed agreement along with a current Certificate of Liability noting the Highland County Fair Association, Inc. as additional insured. These items along with the final payment are due **August 1, 2024** or immediately upon notification of application approval if after that date but no later than August 28, 2024.

Return requirements to: Highland County Fair, PO Box 366, Monterey VA 24465 or

Email: info@highlandcountyfairva.com

Questions: Holli McVeigh, Secretary 540-679-0570

Organization/Business Name _____

This **Rental Space Agreement** (the "Agreement") is made by and between the Highland County Fair Association, Inc. (the "Fair Association") and the business or organization identified above (the "Organization"). The Fair Association and Organization agree as follows:

Approval of Application and Assignment of Space:

1. Approval of the Organization's rental space application is at the Fair Association's sole discretion. Priority for spaces will be given to Highland County, Virginia 501(c)3 Non-Profit Organizations and returning vendors.
2. Once approved, this Agreement constitutes a temporary license that may be revoked by the Fair Association by notice to the Organization.
3. Assignment and location of exhibit space is at the Fair Association's sole discretion.
4. I understand the final payment for the vendor/exhibitor space is due August 1, 2024 or immediately upon notification of application approval if after that date but no later than August 28, 2024. I recognize there will be a \$25.00 service fee for any returned checks. No sub-leasing or sharing of booths is permitted.

Set-Up and Take-Down:

5. The front of school entry gate is to be used only on Tuesday of Fair week for access to exhibit gym/grounds for set-up, which should occur between 3 pm and 10pm on Tuesday. 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.
6. One parking pass per vendor space may be given at the discretion of the Fair Association Board and subject to availability.
7. The Fair Association strongly encourages all vendors to staff their exhibits during the hours of 7:00pm-10:00pm Wednesday and Thursday; from 5:00pm-10:30pm on Friday; and from 10:00am until 9:00pm on Saturday.
8. Displays/merchandise should not be removed prior to 9:00pm on Saturday. Any vendors who begin to dismantle their exhibit space before 9:00pm on Saturday may be penalized by not receiving admittance the following year. Items may be removed from 9:00pm-11:00pm on Saturday (preferred) or 7:30am-9:30am on Sunday morning. On Sunday, vehicles can be driven on midway for easier access, but do not block doorways/roadways. All vendors are responsible for dismantling their booths and vacating the exhibition areas no later than 9:30am on Sunday. Any personal property not timely removed shall be deemed to be abandoned, and the Fair Association shall have the right to remove and to dispose of any such abandoned property without incurring any liability therefore. All costs of such removal, labor, and shipping shall be charged to and paid by the vendor.

Exhibit Space and Rules:

9. You are responsible for your exhibit space at all times, even if it is unattended. The Fair Association will not be responsible for personal property that is taken from your exhibit space or damaged.
10. Exhibitors must maintain their respective area in a reasonably clean, safe, and orderly condition at all times. All exposed parts of booth display must be finished and attractive. Exhibitors allotted a 5ft frontage space may not have tables exceeding that size. Corner exhibitor space is reserved for 10ftx10ft exhibitors; only two of these locations are available indoors.
11. Cell phone coverage in Highland County is supplied by Verizon, T-Mobile (Sprint), AT&T, and U.S. Cellular and is available in Monterey only. No information technology support or wi-fi access is available to exhibitors/vendors on the grounds or in the gym.

12. The Highland County Fair is a family-friendly event. Booths and products with explicit profanity and offensive language, including overtly divisive political messaging, are not permitted.
13. I agree to only display and represent my booth space with information listed on this application. Any requests for additions or changes must be submitted to the Fair Association prior to the scheduled event.
14. 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. Vendors will be held responsible and will be required to pay the costs for repair of any damage they or their personnel cause to the facility buildings or facility equipment, including interior and exterior doors, plumbing, electrical service, grounds, floors, ceilings, and walls.
15. Vendors requesting electricity for lighting must bring LED (low-wattage) light bulbs to protect circuit breakers and conserve on energy use. Vendors may NOT use electric heaters. 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.
16. All tent pegs or stakes must be covered and marked in a safe manner and must be within the defined area of space rented. Going outside of the agreed rental area may result in an extra charge or removal of the tent as determined by the Fair Association.
17. 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. No signage is to be posted or displayed outside of rented area. No handouts are to be placed on any car windshields.
18. All products must be sold as represented. Any brand name merchandise must be as represented. Any licensed merchandise must have a tag of authenticity. No balloons may be distributed.
19. No food or beverage products may be sold or given away without written permission of the Fair Association Board of Directors. A separate request form is available for food vendors. No games of chance or rides allowed without the approval of the Fair Association Board of Directors.
20. No open fires or flames, including candles.
21. 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 or in violation of this Agreement. Management will not permit the selling of racial, pornographic, smoking devices, tobacco products (or products proved as look-alikes) or counterfeit materials of any kind.
22. I agree to manage my booth in order to maintain compliance with CDC (www.cdc.gov) and VDH (vdh.virginia.gov) guidelines regarding COVID-19, if any, that are currently in effect at the time of the Fair. This may include masks if required by public guidance and/or public schools or building owner's mandated policy. The Fair Association will provide any requirements.
23. All materials in display must comply with all Federal, State, and Local laws and regulations.
24. No motorized or self-propelled vehicles (bicycle, moped, etc.) are allowed on the grounds. Motorized chairs for disability purposes are permissible.
25. Only service dogs as defined by the ADA are permitted on the grounds; no other pets or emotional support animals are permitted.
26. Use of alcoholic beverages, drugs, abusive/offensive language, or any other abusive misconduct by the exhibitor is prohibited. Vendor complaints and grievances during set up and the show hours must be addressed to a board member of the Fair Association. Disruptive, unprofessional, or abusive vendor behavior will not be tolerated. The Fair Association reserves the right to enforce the dismissal of any vendor, employees, or guests whose actions are deemed as detrimental to the operation of the Fair.
27. Smoking is not permitted at any time inside any of the public facilities used by the vendors/exhibitors or fair-goers, including but not limited to the gyms, grandstands, and barns.

Insurance and Liability:

28. All Exhibitors/Vendors must provide the Fair Association with a current Certificate of Liability Insurance no later than August 1, 2024 or immediately upon notification of application approval if after that date but no later than August 28, 2024, showing compliance with the minimum insurance requirements attached hereto and identifying the Highland County Fair Association, Inc. as an additional insured. Please contact Michael

Botkin at michael@highlandcountyfairva.com if you have questions about the Certificate of Liability Insurance. Certificate of insurance must accompany application or your application will be denied unless requesting a waiver. Waivers are permitted only in exceptional circumstances with strict limitations. The Fair Association reserves the right to reject a space if insurance is not satisfactory and/or is not secured.

Are you requesting an insurance waiver? Yes No

If yes, why? _____

29. The Fair Association does not insure, and will not liable for damage or injury to, vendor booth contents, visitors within the confines of the organization's exhibit space, or organization's personnel. Neither the Fair Association nor its officers, directors, members, agents, or employees, shall be liable for any damage to the property of or for the loss of any business to the organization, or for any loss of the organization by theft, damage by fire, or other means, or for personal injuries to the organization, its employees, agents, or customers or guests arising from any cause or matter whatsoever. Organizations should consult their insurance brokers for proper coverage on liability and inventory. In most cases a rider can be attached to existing insurance policies.
30. Organization agrees to indemnify and hold harmless the Fair Association and its officers, directors, members, agents, and employees from and against any and all claims or damages, including but limited to reasonable attorney's fees and court costs, arising from or relating in any to organization's intentional or negligent actions, or that of its agents, volunteers, employees, or guests, in the operation of its exhibit.
31. Should an act of God, terrorism, Mother Nature, health crisis, pandemic, or community disaster occur, the Fair Association, Inc in consultation with Highland County officials including, but not limited to, the Police Department, EMS Services, Fire Departments, Highland County Public Schools, Emergency Officials, and Board of Supervisors will make all decisions regarding the Fair based on safety first. The Fair Association cannot accept the risk of disaster for everyone. Each participant and vendor agrees to accept the risk of loss of his or her entry fee in the event that the Fair Association for any reason cancels its vendor/exhibitor and food vendor portion of the festival. There will be **NO REFUNDS** in the event that the vendor/exhibitor and food vendor portion of the Fair is cancelled due to incidents as outlined above. Money paid to rent booth space is spent producing and promoting the event. The Fair Association has ordered and is liable to pay for supplies, rentals, and services needed to produce this event, regardless of the outcome. Production and promotional costs include, but are not limited to marketing, entertainment, insurance, public sanitation, and labor.

Media License:

32. I agree that the Fair Association has exclusive rights to publish, copyright, reproduce, record, and distribute media materials that will be created in perpetuity from participation in this Fair. Furthermore, I grant an irrevocable license and authorize The Fair Association and those acting pursuant to their authority to exhibit, distribute and broadcast photos, video, and audio of my booth setup, inventory, and staff to video, audio tape, film, online media, print materials or any other medium. The intention is to promote the Fair, and any other consequences are unintended.

Miscellaneous:

33. I understand that lodging is limited in Highland County. A list of Highland County Chamber of Commerce Member lodging facilities is available at <https://members.highlandcounty.org/member-directory/Search/lodging-209181>. Traditional hotels and motels can be found in neighboring counties roughly an hour drive from Monterey.
34. I understand that I am responsible for the VA State Sales Tax of 5.3% on all sales and orders where applicable. When reporting sales tax to the Department of Taxation, please use Highland County's locality code 51091 in order to allocate local sales revenue to Highland County. For more on Virginia Tax Information: www.tax.virginia.gov/retail-sales-and-use-tax or 804-367-8037.
35. The 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.

I have read and fully understand and agree to this Agreement. If my application is accepted, I agree to comply and be bound by this Agreement, as will my organization. I represent and warrant that I have authority to enter into this Agreement on behalf of my organization. I understand that failure to comply with these rules can result in my immediate expulsion from the Fair and that I will forfeit all vendor/exhibitor fees. I understand and agree that this Agreement constitutes my offer to participate in the Highland County Fair. This offer shall remain in effect during the juried review process, and if accepted, this document shall become a legally binding contract.

Printed Name of Applicant _____

Signature of Applicant _____ Date _____

HCFA President _____ Date _____

MINIMUM 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.