

TIOGA COUNTY FAIR

LICENSEE CONTRACT

NAME _____

DBA _____

ADDRESS _____

CITY _____ ST _____ ZIP _____

LOCATION PREFERENCE: ___MIDWAY___ COMMERCIAL/EXHIBIT BUILDING

The above name LICENSEE acting as a Vendor or Concessionaire agrees to the following terms and conditions with the Tioga County Agricultural Society:

It is understood that the LICENSEE will set up their concession by Tuesday, August 1st, to meet the fair's scheduled opening on Wednesday August 2nd. Fair is August 2 - 5, 2017.

Release time shall not be before 10:00pm Saturday, August 5th, the final day of the fair.

Extending circumstances must be discussed with the Tioga County Agricultural Society

It is further understood the cost of exhibit space is computed based on \$15 per frontage foot of rented space. If needed, a flat rate of \$75.00 is added for electric for space rented on the Midway, and \$20.00 for electric plug-in in commercial building.

It is further understood that a deposit of \$100.00 is required with the return of this contract, with the **balance due paid in full no later than 12:00 noon on Wednesday, August 2nd.**

This privilege is granted with the distinct understanding that the LICENSEE shall conform in all respects to the rules, regulations, and requirements of this Society. This LICENSEE must comply with the laws of the management of the Tioga County Agricultural Society and The State of New York, especially the laws relative to the conduct and management of the agricultural fairs.

LIST ALL ITEMS TO BE SOLD: YOU WILL NOT BE ALLOWED TO SELL ITEMS NOT LISTED ON THIS CONTRACT. ITEMS LISTED WILL BE AT COMMERCIAL MANAGER DISCRETION.

Please mail completed application and payment to:
Tioga Co. Agricultural Society, PO Box 57 Owego, NY 13827

Eileen Selnekovic
607-972-1454

eileen@tiogacofair.com

*****NOTE: PLEASE SEND IN YOUR FOOD PERMIT APPLICATION PRIOR TO THE FAIR SO YOU WILL BE ABLE TO OPERATE OPENING DAY***** Tioga County Health Department will give the Concession Manager all food permits to distribute.*******

For all food vendors applying and or participating in the Tioga County Fair and any other county fair in New York State, this was just recently passed in New York State. No food vendors will receive a food permit without the workers comp or disability forms needed.

LICENSEE is required to furnish a certificate of insurance, showing evidence of the following minimum limits of insurance or as required by law, whichever is greater. All insurance shall be primary in all respects to and not look for any contribution from any insurance carried by Tioga County Agricultural Society.

Commercial General Liability, including contractual, products and completed operations with a minimum of \$1,000,000 single limits for bodily injury or property damage. "TIOGA COUNTY AGRICULTURAL SOCIETY, INC." shall be shown as the "Certificate Holder" and as "additional insured." Certificates must provide for thirty (30) days notice of cancellation or non-renewal.

NO EXCEPTIONS

The LICENSEE, being an independent contractor, is responsible for their own properties as well as the property of their employee's, or families, and any compensation due their employees.

LICENSEE shall be responsible for insuring their property against all risks of physical damage. LICENSEE releases from any and all liability and waives any right of recovery or subrogation against the Tioga County Agricultural Society, its officers, directors, employees and volunteers for any loss of, damage to or destruction of the LICENSEE'S property, including loss of use thereof, regardless of the cause of any loss, damage or destruction.

LICENSEE shall defend, indemnify and hold the Tioga County Agricultural Society harmless from all claims, demands, suits or liability, including reasonable attorney's fees for bodily injury, including death, or any damages to property including the loss of use thereof, arising out any negligent acts or omissions of the LICENSEE, its employees or agents and LICENSEE'S operations whether by performance, maintenance or while performing any work or services in connection with this agreement. For the purpose of this agreement operations shall include, but not limited to (1) transportation of persons, animals and equipment and all paraphernalia, (2) housing of persons, animals and equipment and paraphernalia, (3) actual performance and operations, including setting up and dismantling.

Both parties agree to the rental amount on page 4 of this contract. No money shall be rebated or refunded due to inclement weather or for any cause, with this exception: Should the Tioga County Fair be closed by Health Authorities or management due to epidemic or for any reason, rental will be charged for the number of days the fair is in operation on advertised dates and a pro-rated refund will be given.

This contract may not be altered in any way without the prior approval of the Tioga County Agricultural Society.

Concessionaires, exhibitor's agents, and employees must conduct all business from behind the counter, or within their assigned area. No person or persons shall solicit business, distribute free samples, or promote business in aisles, walks, or midways without the permission of the Tioga/County Agricultural Society.

SPECIAL RULES CONCERNING FOOD AND NOVELTY CONCESSIONS

All food concessions must carry a price card. The menu and prices on complete dinners and short orders must be posted. The price of all sandwiches and drinks sold separately must be posted. These price cards shall be of such size and type that they can be easily read from all sides of the establishments where the public is served. Grease and other liquid wastes must be placed in metal containers located in a designated area on the Fairgrounds for later removal. Vendors must comply with all rules pertaining to dumping of grey water under their food units. Any fines related to the above will be added to the vendor contract.

It is further understood that the LICENSEE will comply with the laws from the Tioga County Health Department regarding frozen desserts, food, and beverages. It is agreed that if the LICENSEE shall violate any of the rules or laws, this society shall have the

right to cancel this contract, and remove the LICENSEE'S concession from the Grounds, without prior notice to the LICENSEE. Whatever money has been paid will be forfeited to the Society and the Society shall have the right to pursue recovering any balance, if any, which may be due.

Concessions shall rake and sweep around their rented space at the end of fair hours each day. Trash cans, boxes and any other refuse must be placed in front of the concession area after closing each night for pick up. All drinks must be poured in to paper cups from cans or glass bottles. Only plastic or paper containers may be carried away from concessions.

The Tioga County Agricultural Society does not allow any novelty concessions to sell weapons such as but not limited to knives, guns and weapons of martial arts. Any vendor selling such items will be asked to leave the premises with no refund of any monies.

Beverages will be only sold by Food Concessions and not Novelty Concessions.

All concessions must operate under all safety rules including running electrical cords. All electrical cords must be no less than # 12 SO AWG and be UL Listed cord. Cords will be available for purchase from the onsite electrician if vender does not have one.

All vendors must secure their propane tanks.

VENDORS MUST LEAVE CONCESSIONS CLEAN OF ALL GARBAGE AND LITTER OR YOU WILL NOT BE ALLOWED TO RETURN!

VENDOR CAMPING REGULATIONS

All vendors camping will abide by camping regulations. If a vendor is found not abiding by the regulations they will pay a monetary penalty for all violations. Fines pertaining to such penalties will be added to your vendor contract. Below is a list of camping regulations to follow:

- No dumping of grey or black water (A dumping site is on grounds)
- Recreational vehicles shall plug into receptacles that meet the code specifications for our recreational sites. The use of adapter plus or "cheater" cords in most cases would not provide the adequate overload protection. Electric cords used for this purpose must be approved, of proper size, continuous without splices, and properly installed in the male plugs. The outer sheath should be installed in the caps and there should not be exposed individual conductors.
- All electrical cords will be #12 SO AWG UL listed