

Noble County Community Fair Corporation

Vendor Contract

2017 Fair July 10-15

Contact
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Kendallville, IN 46755
Cell: 260-318-2405



Contract for Lease of Exhibit Space

Set Up Dates and Time:

Friday, July 7th, 2017 –4pm- 8pm
Saturday, July 8th, 2017 –9am-8pm

Dismantle Date and Times:

Saturday, July 15th, 2017 after 10pm
Sunday, July 16th, 2017—10am-2pm

Building Hours of Operation:

10am-10pm
Everyday July 10th-15th 2017

Booths DO NOT have to be manned at all hours.

The Noble County Community Fair Corporation has hereby, on the above date, leased to:

Name: _____

Address: _____

Phone: _____ Email: _____

Number of exhibit space(s) required: _____

Please give description of your booth (i.e. what you will be selling, or promoting, electrical needs, etc) _____

For individual and exclusive use, space described as: 10x10' booth, in the Merchant's Building for the period of time indicated above as fair dates (July 10th-15th, 2017). The agreed rental or lease of this space is supplied with no pipe and drape, you are not promised a wall, but you are allowed to bring dividers if you so choose (see rules). Your booth does NOT have to be manned at all open hours but NCCFC is NOT liable for stolen merchandise.

**This contract must be signed and returned to the Noble County Community Fair Corporation at the contact address listed above, along with your liability insurance, on or before June 1, 2017, or the space will be considered released. Vendor must have both contract and insurance before set up will be allowed.

Merchant Building Rules-

- **Shall you choose to NOT man your booth; NCCFC will not be responsible for stolen merchandise.**

1. No sub-letting is permitted without the approval of the Noble County Community Fair Corporation (NCCFC).
2. The display of all signs, pictures, the distribution of all advertising matter and literature of any character, the installation of all decorations and the alteration of the appearance of the space herein leased shall be, at all times, subject to the supervision and ultimate control of the NCCFC.
3. All selling must be conducted from inside Lessee's space. Lessee's salesman and other employees must not block aisles or solicit from any place other than the space they rented (unless approved by NCCFC). The use of loudspeakers and other amplified equipment shall be subject to control by the NCCFC.
4. Total enclosure of the partitions between booths is not permitted above a standardized height of 51". Wings (full height) are permissible up to 4' from the back wall.
5. In the event of a mistake in space contracted for, the NCCFC reserves the right to make a change in space, as they deem necessary.
6. Each Exhibitor will be furnished one (1) weekly gate pass for each space leased. Any others needed, will have to be purchased.
7. We ask that each vendor not dismantle his or her booth until the dismantle time (Saturday, July 15th after closing {10pm} or Sunday, July 16th, 10am-2pm). If you choose to do so you will forfeit your location and possible rental of a booth for next year. (If for some reason you would like to dismantle early, please contact the Committee chairman at least 24 hours in advance so that arrangements can be made.)
8. **MERCHANT VENDORS** - All electrical hook-ups and installations must be approved and acceptable to the NCCFC electrician and electrical load must also be approved and acceptable to the NCCFC electrician. Any additional wiring cost will be charged as determined by him.

9. Lessee agrees that all exhibits, displays, materials, products, and sales shall be consistent with the advancement of the purposes of the Fair and if not, shall be removed and subject to settlement at the exclusive determination of the Noble County Fair Corporation.

Vendors are NOT PERMITTED to sell guns and knives including air soft.

10. The NCCFC assumes no liability for loss to property or reason of any claim for personal injury. The Lessee herein releases and discharges the NCCFC, its Board, its component members and their successors, from liability of any character and aggress indemnify said parties from any and all liability by reason of injury to property and/or persons, including death, which may occur within or upon the premises herein described in any manner connected with use thereof by Lessee.
11. Certificate of Insurance of liability and property damage in an amount acceptable to the NCCFC **must** accompany this contract.

The Lessee hereby agrees to strict compliance with I.C. 22-9-1-10 (Section 10 of the Indiana Civil Rights Act) and further agrees that to comply with said law will constitute a material breach of this contract and that any liability for violation by you, your agents, employees, subcontractors, their agents and/or employees, shall be answered for by you.

Further, in compliance with I.C. 22-9-1-2, all goods, services and/or facilities are to be provided without regard to race, religion, color, sex, national origin or ancestry, and failure to comply with this requirement constitutes an assumption of any and all liability for failure to comply by yourself, your agents, employees, subcontractors, their agents and/or employees.

It is further understood and agreed by and between the parties hereto that in the event that either NCCFC or lessee shall default in any of the Convents by them to be herein kept, then in the event, the defaulting party shall be liable to the non-defaulting party for all court costs including attorney's fees expanded to enforce the terms of this agreement by the non-defaulting party.

The undersigned hereby agrees to each and every provision set forth in the above contract for lease of space:

NCCFC By: _____

Lessee By: _____

Date: _____

Date: _____