

For the purpose of this document the term **Fair** shall mean the **Hemlock Lake Union Agricultural Society** and the term **concession/concessionaire/vendor** shall mean the person or company to whom the contract or privilege is granted. It is the responsibility of the person signing the contract to read, comply with and inform all personnel associated with their rental of the Fair's rules set forth here.

## **Vendor Policy**

### **Contract:**

Contract must be completely filled out and returned. **Previous Fair Vendors are given priority for space and products provided, however said Vendor must respond with their intentions by April 15, of the same year to insure this priority.** All other Vendors will be selected on a first come first serve basis and by products being provided.

### **Site:**

The Commercial Exhibits Chairperson will assign the space and the size of space to be occupied under the terms of the "Commercial Vendor Display Contract. Vendors are responsible for their own displays, (Note: chairs & tables are not provided by the Fair).

### **Rules and Regulations:**

**The Hemlock Lake Union Agricultural Society is a privately owned corporation. We are a family friendly event. The sale of any sort of drug, including cannabis or its components in any form is prohibited. No knives or weapons are permitted on the grounds, therefore the sale of any knives or weapons is also prohibited. We reserve the right to remove you from the grounds if you are found selling or dispersing any controlled substance, and/or weapons of any sort. Subsequently you will forfeit any monies paid for your vendor space.**

Vendor will conduct business only within the confine of their allotted space unless prior approval has been granted. No business will be conducted in the walkways adjacent to their rented space.

All advertising for the Vendor shall be in the space allotted by their Contract. For advertising outside their space, Vendor must request this in advance. The Commercial Chairperson will respond in writing with the Fair's decision.

Business conducted under the terms of the Contract shall be conducted in accordance with the Law's of the State of New York and the rules and regulations established by the Fair. In case of any violation of said Law's, rules/regulations the person or company to whom the privilege is granted shall forfeit all further rights without relief from any unpaid portion of the contract and immediately surrender the grounds or space occupied under the privilege and cease doing business therein.

All type of items that you wish to sell must be listed on your contract; some items may not be allowed in order to prevent duplication.

**Prices:** Pricing on all items for sale in the Vendor's space must be posted.

**Signage:** must match the products being sold or promoted.

**Sublet:** Vendor may not **sublet** all or any portion of the space allotted in their Contract.

**Gambling:** All **Gambling** is forbidden.

**Smoking:** Per N.Y.S. regulations, there is no **smoking** in any building, pavilion or tent structure on the Fairgrounds.

Vendors are not allowed to consume alcohol in the area of their rented space during the hours of operation of the Fair.

**Behavior:** Vendors will conduct themselves in a business-like and professional manner.

**Diversity Certification: for vendors with 3 or more employees**

**Clean up:** Vendors are expected to clean up their area on a daily basis.

**Inspection:** Fair agents reserve the right at any time to enter upon and inspect the premises occupied by the person to whom the privilege is granted, and said agents are the sole judges as to the legality or morality of said property or exhibitions.

**Membrane Structures:** All membrane structures (i.e., tents) are required by federal law to be certified fire retardant. A certifying label must be sewn into the seam.

**Vendor Hours:** It is expected that all booths be staffed from 12:00 PM to 10:00 PM unless previous written approval has been granted.

**Delivery:** UPS, FedEx or other package delivery service will be available at the Main Fair office. The office staff will not accept COD's.

**Insurance:** It is the Vendors responsibility to carry sufficient insurance to protect your business from Liability claims. The Fair requires you to have a minimum of \$1,000,000. See contract for details. The certificate of insurance must be received at the Fair office no later than July 1 of the Fair year.

The Fair is hereby released, exonerated and discharged from any and all liabilities for any loss or damages which the person or company to whom the privilege is granted may suffer or sustain, either in property damage or personal injuries, while on the grounds of said Fair; and their contract is executed and excepted in consideration of the granting thereof, and the person to whom the privilege is granted does hereby assume any and all risk respecting himself, his agents, servants, employees and his or their property, including all injuries, losses or damages sustained by any or all of them while on the Fairgrounds of the Society.

The person, firm or corporation to whom the contract is granted covenants and agrees to assume and does hereby assume all liabilities and responsibilities for all injuries and damages sustained by other persons, or firms, or corporation as a result of negligence and/or wrongdoing to himself or his agents, servants or employees by reason of distribution of any unwholesome or unfit food or beverage on the grounds of the Fair, or by person of any other act or omission for liability therefore occurs; and furthermore, said person, corporation or firm to whom the privilege is granted covenants and agrees to pay all damages, losses and expenses incurred by reason of the foregoing and to indemnify and save harmless the Hemlock Lake Union Agricultural Society free there from.

**Health Requirements:** It is the responsibility of the Food Vendors to contact the Health Department and secure your permit prior to the Fair.

**Tax Law:** Due to N.Y.S. Laws, vendors collecting tax or selling taxable items are required to submit a copy of their N.Y.S. Sales Tax certificate with their contract. Vendors are required by law to display their original N.Y.S. Tax Certificate during the run of the Fair.

**Set-up:** Set up will be the Sunday and Monday prior to the Fair opening day. All setup must be completed by 11:00 AM opening day of the Fair. If additional time is required for setup the vendor must request this in writing on their original contract request, if approved this will be noted on the final signed contract, with the allotted extra time stated.

**Restocking:** Restocking may occur during Fair week, however vendor vehicles may only drive on the Fairgrounds between 6:30AM & 11:00AM.

**Camping: NO CAMPERS WILL BE ALLOWED ON THE FAIR GROUNDS.**

Camp space is available in the South parking lot area @ \$30.00 per night. Water and 110v/30amp electric included. **No dump station available on grounds.** Pump out service is available for a minimal charge.

**RULES:** 1. No gray water discharged in camping area.

2. No campfires.

3. No open fires between campsites.

4. No awnings extended (open).

5. No loud music, or parties after midnight.

6. No refunds for those who elect to leave early.

7. Campers are expected to clean their area daily and dispose of the trash in

the dumpsters at the south west side of the main parking lot.

Failure to comply with any of the rules and regulations will result in removal from the camping area and Fair grounds.

**Gate Policy:** Vendors/exhibitors are issued gate passes and a vehicle pass for entry to the Fair. If you have not received your exhibitor passes you must pick them up at the main Fair office prior to setting up.

**NOTE: The vehicle pass is not a parking permit. This is for setup/tear down and restocking only.**

**Vendors are expected to park in the (south) main parking lot.**

**Tear Down:** No vendor is permitted to tear down before 10:00 PM on Saturday, the last day of the Fair. All vendors' property must be off the Fairgrounds by 5:00 PM on Sunday following the Fair. The Commercial Vendor Coordinator must approve an exception to this. Vendors leaving their property on the Fairgrounds after Sunday will be charged an extra fee. In no way is the Fair Society responsible for Vendors property before, during or after the Fair.

**Terms:** The Hemlock Lake Union Agricultural Society Officers reserve the right to interpret these rules and settle and determine matters, questions and differences that may arise in connection with the Fair and reserve the sole right to amend or add to these rules as they see fit. The Society also reserves the right to postpone the Fair conducted on the premises from day to day during the time same has been authorized or to cancel it in its entirety for any reason; and here shall be no repayment of any monies paid or deposited under the terms of this agreement and subsequent Commercial Display Contract

