



# TERMS AND CONDITIONS

1. **CONCESSION HOURS** – Management shall determine and publicize the hours the Fair Grounds will be open to the public during each day of the Fair.
2. **MERCHANDISE REMOVAL** – No concessions or any part of a concession may be removed until 8:00PM of the last day of the Fair. At this time, all concessions should be fully dismantled and removed from the Fair Grounds.
3. **RULES FOR CONCESSIONAIRES:**
  - a. **DISPLAYS** – No signs, partitions, apparatus, shelving, etc. may extend more than ten feet above the ground except by written approval by Management.
  - b. **LIABILITY** – The Concessionaire is entirely responsible for the space leased by him and shall not injure, mar or deface the premises. The Concessionaire agrees to reimburse the Management for any loss occurring to the premises or any equipment.
  - c. **AISLES** – The aisles and passageways remain under the control of the Management and no signs, decorations, banners, advertising matter or displays will be permitted in those areas except by written permission of the Management. All displays and their personnel must remain within the confines of their own spaces and no Concessionaires will be permitted to erect signs or display products obstructing the view, occasion injury or disadvantageously affect the display of other Concessionaires.
  - d. **SPACE** – The space contracted for is to be used solely by the Concessionaire whose names appears on the Contract and no portion can be subletted or assigned. The Concessionaire shall forfeit his right to the space, all prepaid rentals and upon demand pay any rent balance owing to Management if he fails to occupy or use his space or to have his display completed and in place by the opening of the Fair. At expiration of this lease, Concessionaire agrees to leave the space 'broom clean'.
  - e. **ALCOHOLIC BEVERAGES** – Concessionaires and their employees, agents and guests shall not consume any alcoholic beverages in Concessionaire's space. Violation shall be grounds for removing Concessionaire and his concession from Fair immediately without refund.
  - f. **LOTTERIES** – Concessionaires shall not engage in any raffle, chance, drawing, lottery, or other games of chance without written consent of Management.
  - g. **RESTRICTIONS** – The Management reserves the right to restrict or remove displays, without refund, which have been falsely entered or are deemed by the Management unsuitable or objectionable. This restriction applies to but is not limited to noise, P.A. systems, persons, animals, birds, things, conduct, printed matter, or anything of a character that might be objectionable to Management.
  - h. **MANAGEMENT** – reserves the right to duplicate any food items it deems necessary, without notice or consent by any vendor or vendors.
4. **ALL CONCESSIONS MUST COMPLY WITH TOWN ORDINANCES, REGULATIONS AND FIRE MARSHAL INSTRUCTIONS. FOR ANY INFORMATION, CONTACT THE FIRE MARSHAL'S OFFICE.**
5. **RUNNING OF ENGINES** – Oil, gas or gasoline engines may be operated only with the consent of Management and must conform to Town Ordinances, Regulations and Fire Marshal's instructions.
6. **PATENTED, TRADEMARKED OR COPYRIGHTED MATERIAL** – Each Concessionaire shall assume all fee costs or other charges from the use of patented, trademarked, franchised or copyrighted music, materials, devices, processes or dramatic rights used or incorporated in the Fair.
7. **Non-Compete** – Wolcott Lions Agricultural Society/Wolcott Lions Club has exclusive sale of the following items: Hot Dogs, Hamburgers, Cheese Burgers, Carbonated and non-Carbonated Sodas, Sport Drinks and Apple Cider. Any sale of these items is prohibited by any food or commercial vendor.
8. **ELECTRICITY** – It is specifically understood between the parties that the Management shall only be required to provide lighting in the tent area and general maintenance. If electrical hookup is required by a Concessionaire, there will be an additional charge per hookup. Said amount will be immediately due and payable upon the request for the same by Concessionaire. An electrical requirement form is part of this agreement and must be filled out by Concessionaire. We will acknowledge our acceptance of your electrical needs by returning to you a copy of this form signed by the Wolcott Lions Agricultural Society. All electrical connections shall be equipped with an Electrical Ground Conductor.
9. **MISCELLANEOUS TERMS OF AGREEMENT**
  - a. **CANCELLATION** – If this agreement is cancelled by Concessionaire for any reason, or by Management because of the Concessionaire's default or violation of this agreement, the following schedule of cancellation charges shall prevail:
    - i. If cancellation occurs more than 60 days before the start of the Fair, Concessionaire shall forfeit to Management 30% of the total contract rental.
    - ii. If cancellation occurs less than 60 days but more than 30 days before the start of the Fair, Concessionaire shall forfeit to Management 50% of the total contract rental.
    - iii. If cancellation occurs less than 30 days before the start of the Fair, Concessionaire shall forfeit to Management 100% of the total contract rental. The retained rental shall be liquidated damages for the direct and indirect costs incurred by Management for organizing, publicizing, setting up and providing space for Concessionaire, together with losses and additional expenses caused by the Concessionaire's withdrawal, including Management's costs of reletting of the space. Cancellation by Concessionaire or by Management must be by written notice to the other delivered to the address shown in this agreement. All cancellations must be in writing.
  - b. **RIGHTS OF THE MANAGEMENT IN EVENT EXHIBITION IS NOT HELD** – Management shall not be liable for any damages or expense incurred by Concessionaire in the event the Fair is delayed, interrupted or not held as scheduled or if for any reason beyond the control of Management the Fair is not held. Management may retain so much of the amount paid by Concessionaire as is necessary to defray expenses already incurred by Management.
  - c. **SECURITY FOR RENTAL** – Failure of the Concessionaire to pay rental as specified herein shall entitle Management to take possession of all merchandise, materials and the Exhibit displayed by Concessionaire and to retain the same as security for such unpaid rental. Management shall have the right to dispose of same without notice to Concessionaire in such manner as it deems appropriate whether by sale or otherwise. Any sale proceeds shall be retained by Management in payment of expenses incurred in disposing of such property and in payment of unpaid rental. Any excess shall be distributed to Concessionaire.
  - d. **INDEMNIFICATION** – Concessionaire shall indemnify and hold harmless the Management from and against any and all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the activities of the Concessionaire or the officers, contractors, licensees, agents, servants, employees, guests, invites, or visitors of Concessionaire. The parties signing this agreement convenient and agree that they have full authority to sign on behalf of the organization which they represent and agree to be personally responsible under the terms of this agreement in the event their agency is denied.
  - e. **INSURANCE** – Concessionaire shall purchase and maintain such insurance naming the Management as additional insured as will protect him from claims which may arise out of or result from the activities of the Concessionaire. Management shall not be responsible for the loss or damage occurring to the display or sustained by the Concessionaire from any cause. The Concessionaire shall provide the Wolcott Lions Agricultural Society with a certificate of insurance providing for a minimum of \$100,000 public liability coverage in the aggregate. Said certificate shall name the Wolcott Lions Agricultural Society as a named insured and shall be delivered to said club prior to occupancy.
  - f. **ATTORNEY FEES** – If a civil action arises between the parties out of this agreement or to enforce any of its provisions, the losing party shall pay the attorney's fees of the prevailing party as trial court may adjudge reasonable and if an appeal is taken from any judgment of the trial court, the losing party shall pay the amount the appellate court shall adjudge reasonable as the prevailing party's attorney's fees on appeal.
  - g. **LICENSES** – Any and all Town, State or Federal licenses, inspections or permits required by law of any Concessionaire in the installation or operation of his display shall be obtained by the Concessionaire at his own expense prior to the opening of the Fair.
  - h. **ASSIGNMENT** – Management may sell, assign, or transfer any or all of its rights, privileges, obligations, or duties under this agreement.
10. **COMPLETE AGREEMENT** – This agreement contains all the terms and conditions agreed on by the parties hereto and no other agreements, oral or otherwise regarding the subject matter of this contract shall be deemed to exist or to bind any of the parties hereto.