

# Genesee County Fair

## Commercial Exhibitor/ Vendor Rules & Regulations

The following policies have been adopted by the Genesee County Agricultural Society, Inc., and will apply to all commercial exhibitors, concessions, and vending spaces at the Genesee County Fair. For the purposes of this document, the word "Fair" refers to the Genesee County Agricultural Society or Genesee County Fair, and the term "Exhibitor" refers to commercial exhibitor, concessionaire, or vendor. Likewise, the term "Exhibit" will mean commercial exhibit, concession, or vending space.

1. The Genesee County Agricultural Society, Inc. actively solicits commercial exhibitors, concessionaires, and vendors for the Genesee County Fair.
2. The Exhibitor desires to display and/or sell goods and/or services at the Fair.
3. In an effort to alleviate problems with space logistics and duplication of goods and/or services, the Fair reserves the right to refuse an Exhibitor, or items from its stated list (see contract). As such, all contracts and accompanying privileges are granted on a First Come, First Served basis, with priority given to Exhibitors returning from the previous year. However, previous year Exhibitors must respond with their contract intentions by May 31st of the current or ensuing year in order to ensure this priority. With regard to the type of Exhibit and location of other booths, the best available space will be given.
4. **Contracts and Breach of Contracts:** No exhibitor may participate in the Fair until both parties sign a contract agreement, and the Fair has received certificates of insurance as well as proof of proper NYS tax identification. In the event of a breach of contract by the Exhibitor, the Fair will be entitled to retain any and all fees paid by Exhibitor as liquidated damages. Furthermore, the Exhibitor pledges and offers to the Fair any and all structures occupied or erected by it, and all goods implements or appurtenances which are used in transacting the business to which the contract pertains, as a Guarantee for the payment of the contract fees. In the case of forfeiture of the aforementioned, the Fair shall have the privilege of offering the same at Public Auction, and apply enough of the proceeds from such sale to the discharge of any amount due. Should the Fair breach the contract, its liability is/will be limited to the amount of rental fees paid by the Exhibitor.
5. **Rules on Taxation and Finance:** New York State law requires all Exhibitors selling taxable items at the Fair to possess *and* display, at all times, their original Certificate of Authority Sales Tax Number (i.e. NYS Sales Tax ID Certificate), authorizing collection and filing of New York State sales tax. The NYS Sales Tax ID number is to be included on the contract, and a copy of the certificate must also be given to the Fair for filing purposes. If an Exhibitor does not have a Certificate of Authority Tax ID Number, then one must be applied for and received before the Fair.
6. **Rules on Insurance:** All Exhibitors are required to have Exhibitor Insurance before participating in the Fair. An Exhibitor's insurance agent must provide the Fair with a Certificate of Insurance showing the following criteria:
  - General liability limits of insurance for at least \$1,000,000 each occurrence; the certificate must include (a) both premises/operations and product/completed operations coverage, (b) General Aggregate coverage for at least \$2,000,000, and (c) vehicle coverage for at least \$1,000,000 each accident.
  - Coverage must be for the entire length of the Fair, plus allow for setup and tear down times.
  - The GENESEE COUNTY AGRICULTURAL SOCIETY, INC must be named as an additionally insured and as certificate holder.
  - The Certificate of Insurance should be a standard ACORD form providing a 30-day cancellation notice.
  - Workers' Compensation may also be shown on this same form, and is statutory if Exhibitor has employees.
  - All insurance carriers must be licensed to do business in New York State as an admitted New York carrier, with a Best's rating.
  - In all respects, Exhibitor's insurance shall be primary to any insurance carried by the Fair, and shall not look to the Fair or its insurance for any relief or contribution.
  - If you do not have insurance and would still like to be an Exhibitor, contact the Society immediately to see what options are available.
7. **Workers' Compensation:** All Exhibitors are required to complete a Workers' Compensation form as part of their contracts. Exhibitors with no employees must still comply—simply indicate "no employees" on the form.
8. **Health Regulations:** All food concessions including Exhibitors selling perishable foods and those distributing free samples of such, must obtain a Health Permit from the Genesee County Health Department, 3837 West Main, Batavia, NY 14020 (Ph. 585- 344-2580 ext. 5517). This responsibility rests solely with the Exhibitor! In addition, all Exhibitors selling perishable foods must have taken a Safe Serve or similar certification course in safe food handling, and must provide the Fair with proof of certification. The Genesee County Health Department will be on-site to inspect all food concessions/exhibits.
9. The Exhibitor agrees to operate said concession in conformity with all laws, Federal, State, and local. In addition, Exhibitor will save the Genesee County Agricultural Society, Inc., and all its Directors, employees, and volunteers, harmless from any and all acts of negligence committed by himself/herself/itself and/or his/her/its employees. Furthermore, Exhibitor will hold the Genesee County Agricultural Society, Inc., harmless of, and from, any and all liability for workers' compensation, disability coverage, public liability insurance premiums, and for Social Security and Federal and State withholding of taxes, or any liability or tax imposed by law.
10. **Lease Rates:** Rate schedules have been set according to the contract. Exhibitors' space requirements must include total footage for any awnings, tents (plus tie-downs and stakes), hitches, trailer-tongues, bumpers, tanks, overhangs, etc., if applicable. For example, an exhibitor cannot fit a 20' x 20' tent with tie-down ropes and stakes into a 20' x 20' space. An additional five (5) feet of space is needed to accommodate the tie down ropes and stakes, thus making the required space 25' x 25'. Likewise, if a concession trailer is 20' x 8' and has a 3 ft. hitch-tongue, an 8 in. rear bumper, and 2 ft. awnings on both sides and the rear, then the space needed is 25' x 12' (20+3+2=25; 2+8+2=12).
11. **Service Charges:**
  - Electricity**—Electric usage will be charged according to the schedule listed in the contract.
  - Other Services**—The Society is able to offer a limited number of opportunities to be included under the Fair's blanket insurance coverage (additional charge applies). In addition, the Society will—at cost and to the best of its ability—make arrangements for tents, tables, chairs, and/or other services that an exhibitor so desires and requests. Should an exhibitor need insurance, tents, tables, chairs, or other services, contact the Society immediately to make arrangements.
12. **Display/Sales Lists:** Exhibitors must state on the application what they intend to display and/or sell. Sales and/or distributions of any information or merchandise, including foods, drinks, souvenirs, and printed materials, except under contract and from a specific contracted space, shall be prohibited. The sale of pornographic materials, drug paraphernalia or symbols, martial arts materials, or other articles that may be offensive or portray hatred toward any ethnic group, may (or may not) be deemed offensive and objectionable by Fair management. If such is the case, an Exhibitor may be required to remove the item(s), or receive special instructions on how to handle and display them. The Fair reserves the right to refuse any item or exhibit.
13. **Setup:** Exhibitors may setup from 12:00pm until 5pm Friday and 9:00 a.m. until 8:00 p.m. on Saturday and Sunday prior to Opening Day(Monday). All set-ups must be completed and Exhibits in place by 8:00 a.m. opening day of the Fair(Monday). If additional time is needed for setup, the Exhibitor may request so, in writing, two (2) weeks prior to the Fair. **Tear Down:** Exhibits may NOT be removed UNTIL Saturday night AFTER the Fair closes at approximately 10pm. NO EARLY Tear Downs!

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14. **TEAR DOWNS**—in order to prevent early tear downs, all Exhibitors will be required to pay a *Performance Deposit, which is fully refundable* providing all conditions are met, including no early tear down. All exhibits **MUST BE** removed by 5:00p.m. on Sunday following the close of the Fair; the Fair must approve any exception to this, in writing. Exhibitors leaving property on the Fairgrounds after that Sunday may be charged an extra fee. The Fair is in no way responsible for an Exhibitor's property before, during, or after the Fair.
15. **Hours:** The Fair opens at 9:00 a.m. each day and closes between 10:00 p.m. and midnight, depending upon crowds. The Midway opens at 5:00 p.m. daily T- Th, and noon on Fri & Sat. Additional midway hours may occur. It is strongly recommended that all concessions operate during Midway hours. The Exhibition Building will be open daily from 9:00 a.m. to 10:00 p.m. (date and times of midway are subject to change depending on crowds).
16. **Passes:** Each exhibitor will be provided with two (2) weekly admission passes with their contract privileges. Additional passes will be offered at an additional charge each.
17. **Written Announcements, Raffles, Drawings, and Give-A-Ways:** Exhibitors must register with the Fair Office prior to the start of the Fair, any written announcements, raffles, drawings, and/or give-away prizes that are in conjunction with an exhibit at the Fair; article(s) and date(s) of drawing(s) shall be listed in writing. Said Exhibitors will hold all drawings before the close of the Fair, and submit a list of all winners and their winnings (i.e. description of prizes) with the Fair office before leaving the Fairgrounds at the close of the Fair.
18. **Golf Carts and Utility/Service Vehicles:** A fee per vehicle and a special permit (available at the Fair office) are required to operate golf carts or other utility/ service vehicles on the Fairgrounds. Exhibitors must present a Certificate of Insurance listing the vehicles as insured before a permit can be issued. The Fair reserves the right to revoke a permit at any time. Drivers of service vehicles need to be licensed and insured to operate the vehicles. Children are not allowed to operate any golf cart or service vehicles at any time, for any reason.
19. **Storage Units:** Storage units (including vans, trucks, trailers, etc.) requiring electricity will be charged according to their electricity requirements. Those units not requiring electricity will also incur a charge. The location of said units will be determined by Fair management.
20. **RV's:** A limited number of locations for temporarily residing on the Fairgrounds during Fair week is available on a "first come, first served" basis. Units up to and including 21 feet will be charged **\$140**; units requiring more than 21 feet will be charged **\$165**. These prices are for the entire week, from Sunday through the close of Fair on Saturday, and include basic electricity and water service. Tent sites are available at a cost of **\$60**, but do not include any hook-ups. Any units left on the Fairgrounds beyond the Sunday after the Fair closes will be disconnected by Fair staff on that Sunday at 3:00 p.m.
21. **Helium and Propane Tanks:** All helium and propane tanks must be properly secured. Persons operating propane appliances must be at least 18 years of age.
22. **Waste Disposal:** All wastes (including cooking oils, grease, sewage, litter, garbage, etc.) are to be properly disposed. Wastes shall NOT be discarded or dumped down any sanitary- or storm drains, nor shall any be dumped onto the ground. If caught, violators may be fined \$500 for each occurrence, and may be asked to leave the Fairgrounds.

### ON THE FAIRGROUND:

- NO BULK WATER BROUGHT ONTO THE FAIRGROUNDS—only bottled water permitted.
  - All water tanks must be empty upon arrival and may be checked by the Genesee County Health Dept.
  - No human waste or wastewater is to be discharged onto the grounds. Wastewater is to be dumped at specified locations.
  - No dumping of gray water—gray water is any water that is non-drinkable.
  - No liquid waste of any kind to be discharged to the ground.
  - Violators will be subject to a \$500 fine.
23. **Payments:** All contracts are to be returned within thirty (30) days with appropriate fees. **ONLY CASH, CASHIER'S CHECK, OR CERTIFIED CHECK WILL BE ACCEPTED AFTER JULY 1<sup>ST</sup>.**
  24. **Parking:** There will be no parking allowed at Exhibits. Exhibitors may use the General Parking Areas or the Exhibitor Parking Area. Exhibitors using the Exhibitor Parking Area will need to display—in full view—an exhibitor hang tag.
  25. **Restocking:** Restocking of Exhibits may occur after the Fair closes for the day and until 9:00 a.m. the following morning.
  26. No Exhibitor may sublet any portion of the space allotted under the contract.
  27. In case of an emergency, all Exhibitors are to remain on site and await further instructions from Fair officials.
  28. No contract shall be complete until the Fair receives the required forms with appropriate signatures, including that of a Fair representative. Upon signature by a Fair representative, a copy of the contract can be requested to be returned to the Exhibitor.
  29. Exhibitor will surrender possession of the premises to the Fair at the expiration of the contract, and without further notice. In addition, Exhibitor will leave premises in as good a condition as it was prior to occupancy, excepting allowances for reasonable wear or damages by fire caused without fault of the Exhibitor.
  30. The Agricultural Society reserves the right in each lease or contract issued by it to accept, reject, or cancel at any time for infraction of the attached Rules and Regulations of the Fair by those operating thereunder. And by such infractions or cancellation, the contract-holder shall forfeit all rights under the lease or contract, including monies paid, and on notice shall at once surrender the grounds occupied by him/her/it and vacate the premises.

**Each Exhibitor is required to read and understand all the rules and regulations contained herein, and agree to sign a declaration stating such.**