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VENDOR'S RULES & REGULATIONS

FAILURE TO ABIDE BY THE FOLLOWING RULES & REGULATIONS MAY RESULT IN REMOVAL OF A VENDOR FROM FAIRGROUNDS, AND OR RESULT IN DENIAL OF FUTURE SPACE.

1. All parties to this agreement shall comply with laws and pertinent rules of the State of Ohio, all pertinent ordinances of the County of Trumbull and the township of Bazetta, as well as the rules and regulations governing the Trumbull County Agricultural Society. Such laws, ordinances, rules and regulations are expressly made a part of this agreement.
2. Vendor is required to return signed agreement and the minimum deposit stated on contract on or before **Friday, April 16, 2010 by 4:00 p.m. at the Society's Office** to reserve site(s) listed on agreement. **If agreement and deposit are not postmarked or received by this date this agreement becomes void.**
3. On **April 17, 2010** all site(s) not reserved become available for reassignment by the Society's Concession Manager to those on the waiting list.
4. **NO writing on agreement other than the required signatures and the office portion, or this agreement becomes null and void.**
5. ALL reserved Vendor contracts **must be paid in FULL on or before JUNE 12, 2010 by 4:00 p.m. at the Society's Office or the space(s) revert back to the Society, with NO REFUND of monies paid.**
6. Prior to set-up all Vendors must report to Society's Office located at Gate C. **Vendor's may start setting up on their designated locations on Saturday, June 26, 2010** anyone needing to arrive before this date MUST notify office and will be placed in a holding area. If parking the following items behind site(s) [vehicles \$50, campers \$125, stock units \$50, and refrigerated units \$75] the appropriate permit(s) must be purchased and displayed on item or unit at all times. Society will have FREE parking available to all those interested in a specific designated area upon request. Golf cart permits will be available for a fee of \$100 plus proof of insurance.
7. All Vendors' must purchase daily tickets for themselves and workers at \$3.00 each for admission. Society also has a weekly Exhibitor/ Vendor Pass available for \$12.00 each.
8. Vendor space contracted is **NOT TRANSFERABLE**. Vendors agree not to sub-lease any part of space herein stated. **Violation may result in cancellation of contract and result in denial of future consideration.**
9. **All Food Vendors must meet state and local health codes, if not met, the Society's Concession Manager has the right to have Vendor removed from grounds and NO REFUND of monies paid will be made.**
10. All Vendors will be **required to carry a million dollar Liability Insurance coverage naming the Trumbull County Agricultural Society and the County of Trumbull as additional insured**, the proper paper work **must** be provided to the Society's Office to be kept with contract.
11. **NO ALCOHOLIC BEVERAGES** will be permitted on Fairgrounds.
12. All Vendors must be in place and ready by 12:00 noon Tuesday June 29, 2010. If this is not possible, please notify fair board office so arrangements can be made.
13. All Vendor site(s) **must be manned from 12:00 noon to 11:00 p.m.** for duration of fair. Unless stated by Society's Concession Manager.
14. **NO** movement of vehicles on grounds between the hours of 10:00 a.m. to 11:00 p.m. during the week of fair. If Vendor needs supplies delivered, make arrangements for them to be in and out of grounds by 10:00 a.m., or they MUST enter at GATE A (off of Bazetta Rd.) and proceed to the "Special Event Gate" to report in and receive further instructions. The Sheriff's Department will announce that your delivery can be picked-up on the east side of grandstand. Please notify your delivery carrier of these procedures.
15. Gate operation is as follows: **Gate C** OPEN from 12:00 midnight to 11:00 a.m. and CLOSED from 11:00 a.m. to 12:00 midnight. **Gate D** OPEN One hour ONLY from 11:00 p.m. to midnight.

16. Society's Concession Manager reserves the right to remove, or demand removal, of any items not approved and listed on contract.
17. **NO Vendor has exclusive rights to sell an item during the week of fair.**
18. **All Vendor sites are to have a clean attractive appearance** and are required to stay within their contracted space(s) – outdoor vendors are to be lined up evenly behind blacktop. **ABSOLUTELY NO HOLES OF ANY KIND ARE TO BE MADE IN THE BLACKTOP.** It is the responsibility of each Vendor to have their spaces clean at all times **keeping sites free of trash, paper or refuse** and to take the garbage refuses to the nearest garbage barrel for removal.
19. **Food Vendors are required to deposit cooking oil in marked black containers placed through out the fairgrounds for that purpose. Cooking oil must NOT be put in or near the garbage cans or in the storm drains!!! A \$500 fine will be assessed if you do not abide by this rule!**
20. All Vendors must have ABC (multi-purpose) fire extinguishers and abide by the local fire department's inspection procedures, all food vendors are required to pay Bazetta Fire Dept. for permit.
21. Tents and materials used for decorations must be of flame-retardant material and tents should be marked when last fireproofed.
22. All fire lanes and fire hydrants shall be maintained free of obstructions.
23. **Vendors' game rules & merchandise price list shall be large enough for proper visibility for the publics viewing.**
24. Vendors may advertise, display, and distribute information from **within** Vendor's space only. Oral and visual advertising, solicitation and distributed materials must be in good taste, must be neutral or positive and may not be defamatory, derogatory, promiscuous, pornographic, obscene, profane, vulgar, or dangerous. Society's Concession Manager reserves the right to decide what material might be offensive. Vendors may promote their own product or activity, but may not discredit others.
25. **All property taken into the fairgrounds by Vendor is taken there at the Vendor's own risk.** Society shall not be responsible for any loss due to damage from fire, theft, windstorm, repossession, or from any other cause whatsoever not for failure upon its part to perform this agreement, should Officers of the law seize, stop or prevent Vendor from operating under this contract.
26. Vendor may conduct NO scheme or game of chance. "Scheme of chance" means a lottery, numbers game, pool, raffles, or other scheme in which a participant gives a valuable consideration for a chance to win a prize.
27. All materials, equipment, and units belonging to Vendors must be removed from the grounds by the Wednesday directly after the last day of fair at 4:00 p.m. Those items not removed by then may be assessed a \$5 storage fee per day until removal or will be considered abandoned and become the property of the **Society's**, who shall dispose of items in any manner deemed necessary.
28. Unbecoming conduct, to include use of profane, obscene and/ or abusive of threatening language by the Vendor, may well be grounds for termination of Vendors agreement and eviction from fairgrounds.
29. Vendors wanting to use voice or sound amplification **must not exceed 90db spl at 40 ft and decrease from this distance outward.** Any levels above that stated shall be subject to penalties, up to and including eviction enforceable by the Fair Board. **This rule must be observed throughout the day so fair goers may enjoy the fair.**
30. NO use of generators or self contained refrigeration units allowed on fairgrounds without permission from the Concession Manager.
31. Vendor expressly waives any recourse for damages against Society in the event this agreement is revoked or cancelled by Society for violation of any of the provisions hereof.
32. Society reserves the right to cancel this contract if just cause is provided.
33. In the case of acts of God, acts of war, emergencies, or weather conditions necessitating the canceling of subject contract even for the date herein named, the Society may revoke this contract and refund any monies paid in advance.
34. **Society reserves the right to remove from the fairgrounds any vendor, or any part thereof, which Society deems objective and refund of monies paid will be made. It is agreed if such action is taken, Vendor waives all claims of whatsoever nature against the Society, its Officers, Employees, or agents.**

* Please note shaded areas are changes or add-ons.

Revised 2/10