

CUMBERLAND COUNTY COOPERATION FAIR ASSOCIATION

Mailing Address: P.O. Box 1423, Millville, N.J. 08332

Physical Address: 3001 Carmel Rd., Millville, N.J. 08332

Telephone Number: (856) 825-3820

Fax Number: (856) 765-7123

Website: www.cumberlandco.fair.com

EXHIBITOR/VENDOR CONTRACT FOR

This agreement made between the **Cumberland County Co-Operative Fair Association, Inc.**, herein called the **‘Fair’** for the year _____ with:

Name: _____
Address: _____
Phone #: _____ Email: _____

hereinafter called **“Exhibitor/Vendor”** offering the following products/services:

_____.

If the Exhibitor/Vendor is a Food Vender it is the Exhibitor/Vendor’s responsibility to contact the Cumberland County Health Department **at least 2 weeks prior to the fair opening**. The contact information for the Cumberland County Health Department is as follows:

309 Buck Street
Millville, N.J. 08332
(856) 327-7602 (ask for Nina)

If paying by check, checks MUST be received no later than May 31, NO EXCEPTIONS. All payments received after May 31 must be paid by cash or money order.

1. The **Exhibitor/Vendor** hereby rents/hires _____ # of spaces (location of spaces to be determined by the **Fair**), to be held at the Cumberland County Fair Grounds in the City of Millville, County of Cumberland, State of New Jersey, for the following:

Dates: July 4 – 8, 2017

Times:

Tuesday 4:00 p.m. - 11:00 p.m.;
Wednesday: 1:00 p.m. - 11:00 p.m.;
Thursday: 4:00 p.m. - 11:00 p.m.;
Friday: 4:00 p.m. - 12:00 p.m.; and
Saturday: 11:00 a.m. - 12:00 p.m.

inclusive, hereinafter referred to as the “**Fair Season**”, and agrees to exhibit the said products/services; and the **Fair** hereby agrees to hold and reserve the number of spaces referenced herein above for said **Exhibitor/Vendor** during the **Fair Season**.

2. This **Exhibitor/Vendor** shall pay the Fair for said space(s) the sum of \$ _____ per space, as follows: **The fee shall be paid and included with the return of this signed Contract/Agreement and also MUST include your Insurance Certificate. CHECKS ARE PAYABLE TO: CUMBERLAND COUNTY FAIR ASSOCIATION.**

3. If the **Exhibitor/Vendor** fails to comply in any way with respect to the terms of this Contract/Agreement, the **Fair** shall have the right, without further notice to **Exhibitor/Vendor**, to rent or offer for sale, at public or private sale, the space hereby leased, and the **Exhibitor/Vendor** shall be liable for any deficiency, loss or damage suffered by the **Fair** by reason thereof, which loss, deficient or damage the **Exhibitor/Vendor** agrees to pay to the **Fair**, upon demand, together with any reasonable expenses incurred by reason thereof.

Actual occupation of the said space by a properly attended exhibit is of the essence hereof and should the **Fair** be unable to effect a sale of the space herein provided, then and in such an event the **Fair** is expressly authorized to occupy, or cause such space to be occupied in such a manner as it may deem best for the interest of the said **Cumberland County Fair**, without any rebate or allowance whatsoever therefore to the **Exhibitor/Vendor**, and without, in any way releasing the **Exhibitor/Vendor** from any liability hereunder, the **Exhibitor/Vendor** agrees to pay the **Fair** the full sum herein above set forth.

4. If the **Fair** shall consider it inadvisable to hold the said **Cumberland County Fair** at the time and place herein provided, the **Fair** shall the right to change the date when and the place where the same shall be held, by giving the **Exhibitor/Vendor** written notice hereof by mail, addressed to the address given above as early as may be practical.

5. The **Exhibitor/Vendor** agrees to the following:

- (a) No part of the space covered by this Contract/Agreement can be assigned, sub-let or otherwise disposed of without the written consent of the **Fair**;
- (b) Shall not engage in any activity forbidden by State, Federal or Municipal Law and shall obtain proper licenses, inspections and/or certifications for any activity **Exhibitor/Vendor** engages in;
- (c) Will not sponsor, engage in, or in any way permit questionable shows, or the sale of intoxicating liquors, substances or paraphernalia on or about the entire Fairgrounds;

- (d) Will keep their space in a sanitary condition by removing all filth and refuse and placing same in a garbage can to be provided by **Exhibitor/Vendor** and said garbage cans shall be placed where they can be procured with ease at such time or times as the **Fair** may direct. Do NOT dump any oil on the ground. Oil must be put in a container and taken with **Exhibitor/Vendor**, or left by your space on Saturday night, after 11:00 p.m. Bottle/Can recycling containers are also provided.
- (e) **Exhibitor/Vendor** and Exhibits shall be confined to their contracted space. The distribution of any printed matter, souvenirs, or other articles, must also be confined to the space occupied by **Exhibitor/Vendor** unless otherwise expressly provided for.
- (f) Insurance shall be carried in the **Exhibitor/Vendor's** name, at their own cost and expense and must name the **Cumberland County Co-Operative Fair Association and its Board of Directors, Cumberland County Freeholders and the City of Millville, as additional insureds under the policy,** in the amount of **One Million Dollars**. The **Fair** assumes no risk, and by the acceptance of this Contract/Agreement, the **Exhibitor/Vendor** expressly releases and holds harmless the **Fair and its Board of Directors** of and from any and all liability for any damage, injury or loss to any person(s) or goods from any cause whatsoever. A copy of the Insurance Policy/Coverage must be filed with the **Fair**, prior to **Exhibitor/Vendor** occupying the space(s) referenced herein on the fairgrounds.
- (g) All goods, displays, wares, decorations and advertising material must be removed from the buildings and grounds on the last day of the fair, after closing.
- (h) No **loud** music shall be played from your space (acceptable volume shall be determined by the **Fair**).

6. The **Fair** agrees that it will be open (in the absence of unforeseen circumstances) as follows:

Tuesday 4:00 p.m. - 11:00 p.m.
Wednesday 1:00 p.m. - 11:00 p.m.
Thursday 4:00 p.m. - 11:00 p.m.
Friday 4:00 p.m. - 12:00 p.m.
Saturday 11:00 a.m. - 12:00 p.m.

All employee passes or badges will be issued after full payment has been made for the space(s) and upon completion and receipt of a written application from the **Exhibitor/Vendor**, giving the names and duties for all employees constantly employed in the **Exhibitor/Vendor's** space.

7. No agreement respecting the matters herein shall become a part of this Contract/Agreement unless duly endorsed (in writing) by both the **Fair** and **Exhibitor/Vendor**.

8. This Contract/Agreement contains all the understandings between the parties and the terms

hereof shall be binding upon the heirs, successors and assigns of the parties hereto.

9. NO personal vehicles are permitted within the fairgrounds during operation. (There is reserved Vendor Parking. Enter at Gate 3). You must obtain a Reserved **Exhibitor/Vendor** parking pass for entry into reserved parking area.

10. Loading and/or Unloading of Wares: You must have your vehicle off the midway at least 1 hour prior to the gates opening.

IN WITNESS WHEREOF, the respective parties hereto have caused this Contract/Agreement to be duly executed this _____ day of _____, 20_____.

Signature of **Exhibitor/Vendor**

Printed Name of Person Signing Contract

Signature of **Fair** Representative

Printed Name of **Fair** Representative/Title

Office use: Payment \$ _____ on ____/____/20____ By: _____ Passes issued: _____