

Albemarle County Fair
July 27, 28 & 29, 2023

Vendor & Exhibitor Information

*All contracts, including required documentation,
DUE on or before June 12, 2023*

Introduction

1. Albemarle County Fair, Inc. (“ACF”) provides a venue for civic, educational, and commercial organizations to lease booth space for the sale of products and/or the dissemination of information.
2. ACF attracts several thousand visitors annually from the Charlottesville/Albemarle region.
3. These rules apply to all entities renting space at the Albemarle County Fair, regardless of activity undertaken or tax exempt status. The terms “vendor” and “exhibitor,” and similar terms are used interchangeably where the context requires.
4. All exhibitors are required to comply with the Albemarle County Fair General Rules.

Please refer to the payment terms in the enclosed Rental/Service Request & Contract Terms document.

Return all completed applications, certificates of insurance, signed contracts, deposits, and/or space rental fees to:

SUZANNE TOMS
c/o Albemarle County Fair, Inc.,
Attn: Commercial Contract,
Post Office Box 44, Greenwood, VA 22943

Additional information regarding the document can be obtained by contacting: Suzanne Toms call or text **434-409-7829** after 3pm or send an email Suzanne.toms15@gmail.com

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Vendor/Exhibitor Rules - General

1. Upon arrival for set up, Vendors and Exhibitors must report to the Commercial Office to receive assigned rental space and to confirm fee payment.
2. Rental spaces are to be set-up according to the following schedule. Please request the time and date of your choice. All choices are on a first come basis. All set-ups must be complete at least one hour prior to daily opening (N/A for wine event):

Set-Up Times

Thursday, July 27	10am–3pm
Friday, July 28	8am–9am
Saturday, July 29	8am–9am

Daily Operating Hours

Thursday, July 27	4pm–9pm
Friday, July 28	10am–9pm
Saturday, July 29	10am–9pm

3. All Exhibitors and Vendors must present a Space Rental Agreement, signed by ACF management, prior to setting up at the Fair and must retain a copy of such agreement in their rental spaces throughout the duration of the Fair.
4. All required certificates of insurance (as set forth in “Insurance Requirements” below) must be presented to ACF management before receiving a rental assignment. Thereafter, the certificate(s) must be displayed in the rental space.
5. Exhibits and vending booths may **NOT be removed prior to 9pm on July 29, 2023** without written permission by ACF management. Violators of this rule will not be allowed to return the following year.
6. Outdoor Exhibitors and Vendors are responsible for providing their own building structures as specified in the space rental contract. Outside Exhibitors and Vendors may erect a white canopy over their spaces, but the use of tarps is strictly forbidden during fair operating hours.
7. All rental locations are assigned by ACF management and may not be changed without the approval of the same.
8. The use of a public address system, recorders, bells, music, etc., or other means of attracting attention is prohibited.
9. All business must be confined to the assigned rental space. Solicitation or distribution of written materials by any organization or individual outside of such space without prior approval from the ACF Board of Directors is prohibited. Failure to comply with this request will be grounds for immediate expulsion from ACF grounds.
10. All signage must be neat, clear, concise and professional in appearance and is subject to approval by ACF management.
11. Display or sale of sexually explicit, racially charged, or other materials deemed inconsistent with the mission of ACF is prohibited. Failure to comply with this request will result in expulsion from the grounds.

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12. ACF management reserves the right to approve all pricing. All prices must be submitted with the application on or before the due date. Pricing must stay the same throughout the entire fair.
13. A sign must be posted in a conspicuous location at the entrance or front of the assigned rental space prior to the Fair opening noting the prices of goods and services to be sold.
14. Persons or companies conducting prize drawings and/or raffles must submit a prize list to ACF management by **July 1, 2023** prior to the opening of the Fair and mail a verifiable name/address list of winners within two weeks of close of the contest to the Fair office.
15. The sale of beverages in glass containers is prohibited.
16. Styrofoam is NOT ALLOWED on fairgrounds.
17. Intoxicating liquors may not be sold, given away or consumed at any time on fairgrounds except in specially designated areas.
18. Bicycles are prohibited on the fairgrounds, with exception of police security.
19. Exhibitors and Vendors must keep rental space clean and free of trash at all times and remove all trash and waste materials at closing each night to provided receptacles. Additional guidelines will be provided upon arrival.
20. Exhibitors and Vendors must contact ACF management to disconnect electrical service and inspect the rental space for cleanliness at checkout following the Fair. Failure to do so may result in refusal to grant renewal contract in successive years, and additional fees. All vendors must have their areas completely cleaned and broken down by **12pm on Sunday, July 29, 2023** and vacate premises. Failure to do so could result in additional fees.
21. Parking is prohibited within the fairgrounds and may result in towing.
22. Restocking and deliveries must be completed one hour prior to opening. Vehicles for these purposes will not be permitted on the grounds within one hour prior to opening or one-half hour after closing.
23. Exhibitors and Vendors must provide their own internal wiring and 100 ft of cable to reach ACF electrical outlets.
24. In the event of an emergency, ACF management retains the right to alter any and all rules to insure safety.
25. In fairness to all, ACF will not accept requests for exclusives.
26. Smoking is prohibited in all fairground tents and rental spaces.
27. Vendors can only sell Pepsi products.

Food Vendors

1. **ALL FOOD VENDORS MUST OBTAIN A TEMPORARY RESTAURANT PERMIT** from the Charlottesville Health Department to be eligible to participate in the Fair. Applications are available by calling 434-972-6259.
2. Food vendors cooking in deep fat fryers or ordinary fryers must have a multipurpose chemical fire extinguisher that is rated at least 2A-15BD or a CO2 extinguisher with at least a 15BC rating.
3. High-pressure CO2 cylinders located in food vendor areas must be permanently secured to a wall or partition.

Exhibitors

1. All exhibit activities must be confined to your rental space.
2. Exhibit design may not impede the normal flow of pedestrian traffic in the tent/around the display.
3. Microphone use by vendors to conduct business is prohibited.

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Insurance Requirements

All exhibitors and food vendors, regardless of type, tax status, or Fair activity, must obtain a \$1,000,000 liability insurance policy naming Albemarle County Fair, Inc. and James Monroe's Highland as an additional insured. Please be aware that a **certificate of proof of insurance must be presented to the Albemarle County Fair prior to opening your vendor space.**

Tickets

Exhibitors and Vendors will be provided with a set amount of daily tickets for individuals manning a vendor/exhibitor booth.

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PLEASE TYPE OR PRINT LEGIBLY

****NOTE: Food vendors must submit proof of a Commonwealth of Virginia Department of Health permit/license before this Contract will be processed and before any rental space will be assigned.**

Company/Organization Name: _____

Address: _____

Name of Authorized Contact: _____

Telephone: _____ **Fax:** _____ **E-Mail:** _____

Display Description: _____

Raffle/Drawing Description: _____

Description of all equipment requiring electricity and required voltage:

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Rental/Service Request & Contract Terms

Daily Operating Hours
Thursday, July 27, 4–9pm

Friday, July 28, 10am–9pm
Saturday, July 29, 10am–9pm

**ALL EXHIBITS AND CONCESSIONS ARE EXPECTED TO BE OPEN DURING THESE HOURS.
ALL EXHIBIT AND VENDOR ITEMS, INCLUDING TRAILERS, HITCHES,
PERSONAL ITEMS, ETC., MUST BE CONTAINED WITHIN ASSIGNED SPACES.**

Vending & Exhibitor Space

Vendor spaces with one (1) 110-volt for 10 amp capacity duplex outlet included:

Commercial or Non-Profit Sales of Food & Beverages	Total
_____ 10x10 Space @ \$200	_____
_____ 10x20 Space @ \$350	_____

Exhibitor Space

Commercial or Non-Profit (Non-food)		Total
_____ 10x10 Space @ \$200		_____
_____ 20x10 Space @ \$300		_____

ELECTRICAL SERVICE IS ONLY PROVIDED DURING FAIR HOURS. Additional electrical service is your responsibility and must be ordered by July 1, 2023 to guarantee availability.

Number	Total
_____ 110Volt/10Amp @ \$75 each	_____
_____ 220Volt/20Amp @ \$150 each	_____

Total Due and Terms Of Payment

Rental Space: _____

Additional Electrical Service: _____

Total Amount Due: _____

No rental space will be assigned until all of the following items have been received:

- Full payment for Rental space and additional electrical service.
- A copy of Certificate of Insurance.
- A signed Space Rental Contract.
- A completed Information and Equipment Sheet.
- Proof of Health Department license (food vendors)

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2023 ALBEMARLE COUNTY FAIR
SPACE RENTAL CONTRACT

This Space Rental Contract (the “Contract”) is made between _____ (hereafter “LICENSEE”), and Albemarle County Fair, Inc. (ACF, Inc.), a Virginia Corporation (hereafter “LICENSOR”).

LICENSEE and LICENSOR agree as follows:

1. In addition to the following terms and conditions, LICENSEE agrees to fully abide by and comply with the Albemarle County Fair General Rules and Regulations as published in the 2023 Catalog (the “Rules”), a copy of which is available in LICENSOR’s office. The Rules are incorporated into this Contract by this reference.
2. The location of LICENSEE’s rental space (“Licensee’s Space”) within the Fairgrounds shall be determined by LICENSOR in its sole and absolute discretion.
3. Prior to occupying Licensee’s Space, LICENSEE must provide a Certificate of Insurance to LICENSOR in the amount of \$1,000,000 Liability coverage naming LICENSOR as additional insured.
4. LICENSEE is responsible for removing from Licensee’s Space all trash, refuse, equipment and other items by **12pm, July 30, 2023**, after which time LICENSOR will claim ownership of equipment and invoice LICENSEE for reasonable expenses for removal of remaining trash, refuse, equipment and other items left in Licensee’s Space.
5. LICENSEE is responsible for providing all equipment and display fixtures to be used in Licensee’s Space and shall submit written specifications of fixtures to be erected to LICENSOR a minimum of 14 days prior to Fair opening.
6. LICENSEE is responsible for obtaining any and all necessary permits for operation of business, including, but not limited to, health, building, and electrical permits, and shall insure that all structures meet current county, state, and federal building code standards.
7. LICENSEE assumes all risk of damage or loss to persons or property, for any reason whatsoever, resulting from any act or omission under this Contract and LICENSEE’s use of Licensee’s Space as set forth hereunder, and LICENSEE agrees to indemnify and hold LICENSOR, its officers, directors, employees, volunteers, contractors and agents harmless of and from any and all liability, suits, judgments, costs and expenses, including all attorney’s fees arising from any negligent or intentional wrongful act or omission of LICENSEE, its officers, directors, employees, volunteers, contractors, agents, or licensees. It is further understood and agreed that LICENSOR shall incur no liability to LICENSEE, other than its obligation to provide Licensee’s Space as agreed upon herein.
8. LICENSOR retains the right to approve all materials printed, displayed or sold on the Fairgrounds, and upon request LICENSEE shall cease the sale and display of materials deemed offensive by LICENSOR. Failure to comply with this request will be grounds for immediate expulsion of LICENSEE from grounds and termination of this Contract with no right of LICENSEE to a refund under this agreement or remuneration for potential lost earnings or reputational harm.
9. LICENSOR reserves the right to terminate this Contract and require closure of and removal of all buildings, booths, equipment and other materials from Licensee’s Space at any time if LICENSEE violates the terms or spirit of this Contract, including the General Rules of ACF, Inc.

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In the event of such termination, LICENSEE shall not be entitled to any refund under this agreement or remuneration for potential lost earnings or reputational harm.

10. This Contract contains the final agreement between the parties hereto, and they shall not be bound by any terms, conditions, oral statements, warranties or representations not herein contained.
11. LICENSEE shall not assign this Contract without LICENSOR's prior written consent.
12. The invalidity or unenforceability of any particular provision of the Contract shall not affect the other validity of any other provision hereof, and this Contract shall be construed in all respects as if such invalid or unenforceable provisions were omitted.
13. No amendment or modification of this Contract shall be effective unless in writing and signed by both parties.
14. This Contract, when signed by LICENSEE, shall be deemed an offer and shall remain in effect, unless withdrawn in writing, until accepted by LICENSOR by LICENSOR's execution of this Contract. Upon such acceptance, the parties shall be bound by this Contract.

NOW THEREFORE, in consideration of the Total Amount Due, referenced above, and the agreements contained herein, LICENSOR grants LICENSEE the license to occupy, during the **Albemarle County Fair, from 4pm, July 27, 2023, through 9pm, July 29, 2023** a portion of the fairgrounds at James Monroe's Highland being one or more rental spaces, the number, size, and use of which are designated above in the Rental Space Request, subject to all of the terms and conditions contained herein.

IN WITNESS WHEREOF, LICENSEE and LICENSOR, having read all of the terms and conditions contained herein, understand and agree to be bound by them, and hereby execute this Contract:

Licensee

Name of Entity: _____

By (Authorized Signature): _____

Date: _____

Its (Printed Name and Title): _____

Licensor: Albemarle County Fair, Inc.,

By: _____

Title: _____

Date: _____