

**2019 NIAGARA COUNTY FAIR
WEDNESDAY, JULY 31st - SUNDAY, AUGUST 4th**

EXHIBITOR/VENDOR CONTRACT

This Agreement is made by and between the Cornell Cooperative Extension of Niagara County ("CCENC") and:

(Name of Organization/Vendor/Exhibitor)

Address: _____

Telephone: _____

Cell Phone: _____

Email: _____

Tax ID#/SS#: _____

Use of Booth: Promotion of _____

(Name of Product/Business)

Will you need handicap parking? YES or NO (Please Circle)

Sale of (provide a detailed list of products, attach additional sheet if necessary) _____

(Objectionable and/or conflicting products may be restricted at the discretion of CCENC)

The above-identified Vendor/Exhibitor (herein called the "Exhibitor") enters into this agreement for the purpose of leasing the space indicated below on the grounds of CCENC on the following terms and conditions. **Spaces are on a first come, first serve basis!! Anyone requesting a particular space, must pay in full.**

MERCHANTS BUILDING: Booth Size - Width x Depth (12' x 10')

Booth # (s)

That the Exhibitor agrees to pay CCENC the following amount for Booth Space:

EARLY BIRD RATE!! \$25.00 Discount

- \$225 per booth for all 5 days of fair. A \$100 non-refundable deposit (per booth) along with a completed contract to reserve your space. The non-refundable balance of payment **must be received in our office no later than 4:30 p.m. by March 31, 2019** to receive this reduced rate.

REGULAR RATE:

- \$250 per booth for all 5 days of fair **after March 31, 2019**. A \$100 non-refundable deposit (per booth) along with a completed contract to reserve your space. The non-refundable balance of payment **must be received in our office no later than 4:30 p.m. by July 1, 2019.** 10% Discount for 2 or more spaces. **Does not apply to Early Bird Rate.**
- An acceptable Certificate of Insurance **must be received within (15) business days of Fair.** CCE now offers insurance coverage for the 5 days of fair. Please see Tulip Policy following contract for details.

Number of Booths _____ X **\$225.00 or \$250.00** for 5 days

TOTAL: _____

Passes: Exhibitor/Vendor may receive up to (4 Weekly or 20 Daily) Free Vendor passes only for the expected number needed to operate his/her booth. Please indicate the number of passes needed to operate your booth: Vendor is responsible for picking up and distributing fair passes to manage his/her booth.

I will need: # _____ Weekly Passes **OR** # _____ Daily Passes

ADDITIONAL GENERAL ADMISSION PASSES MAY BE PURCHASED FOR HALF PRICE
TO A MAXIMUM OF TEN (10) FOR DAILY AND (5) FOR WEEKLY.

LOST OR MISPLACED PASSES WILL NOT BE REFUNDED

OUTDOOR CONCESSIONS:

Space # (s)

Location #1: Grass Area (South of Entertainment Stage and close to Midway)

That the Exhibitor agrees to pay CCENC the following amount for Outside Space: **Width x Depth (15' x 15')**

EARLY BIRD RATE!! \$25.00 Discount

- \$150 per space for all 5 days of fair. A \$50 non-refundable deposit (per space) along with a completed contract to reserve your space. The non-refundable balance of payment **must be received in our office no later than 4:30 p.m. by March 31, 2019** to receive this reduced rate.

REGULAR RATE:

- \$175 per space for all 5 days of fair after **March 31, 2019**. A \$50 non-refundable deposit (per space) along with a completed contract to reserve your space. The non-refundable balance of payment **must be received in our office no later than 4:30 p.m. by July 1, 2019**. **10% Discount for 2 or more spaces. Does not apply to Early Bird Rate.**
- An acceptable Certificate of Insurance **must be received within (15) business days of Fair**. CCE now offers insurance coverage for the 5 days of fair. Please see Tulip Policy following contract for details.

Number of Spaces _____ X **\$150.00 or \$175.00** for 5 days TOTAL: _____

Passes: Exhibitor/Vendor may receive up to (3 Weekly or 15 Daily) Free Vendor passes only for the expected number needed to operate his/her booth. Please indicate the number of passes needed to operate your booth. Vendor is responsible for picking up and distributing fair passes to manage his/her booth.

I will need: # _____ Weekly Passes **OR** # _____ Daily Passes

ADDITIONAL GENERAL ADMISSION PASSES MAY BE PURCHASED FOR HALF PRICE TO A MAXIMUM OF TEN (10) FOR DAILY AND (5) FOR WEEKLY.

LOST OR MISPLACED PASSES WILL NOT BE REFUNDED

Location #2: Paved Area (Next to Administration Building)

Space # (s)

That the Exhibitor agrees to pay CCENC the following amount for Outside Space: **Width x Depth (12' x 12')**

EARLY BIRD RATE!! \$10.00 Discount

- \$90 per space for all 5 days of fair. A \$30 non-refundable deposit (per space) along with a completed contract to reserve your space. The non-refundable balance of payment **must be received in our office no later than 4:30 p.m. by March 31, 2019** to receive this reduced rate.

REGULAR RATE:

- \$100 per space for all 5 days of fair after **March 31, 2019**. A \$30 non-refundable deposit (per space) along with a completed contract to reserve your space. The non-refundable balance of payment **must be received in our office no later than 4:30 p.m. by July 1, 2019**. **10% Discount for 2 or more spaces. Does not apply to Early Bird Rate.**
- An acceptable Certificate of Insurance **must be received within (15) business days of Fair**. CCE now offers insurance coverage for the 5 days of fair. Please see Tulip Policy following contract for details.

Number of Spaces _____ X **\$90.00 or \$100.00** for 5 days TOTAL: _____

Passes: Exhibitor/Vendor may receive up to (2 Weekly or 10 Daily) Free Vendor passes only for the expected number needed to operate his/her booth. Please indicate the number of passes needed to operate your booth. Vendor is responsible for picking up and distributing fair passes to manage his/her booth.

I will need: # _____ Weekly Passes **OR** # _____ Daily Passes

ADDITIONAL GENERAL ADMISSION PASSES MAY BE PURCHASED FOR HALF PRICE TO A MAXIMUM OF TEN (10) FOR DAILY AND (5) FOR WEEKLY.

LOST OR MISPLACED PASSES WILL NOT BE REUNDED

Food Concessions: That the Exhibitor agrees to pay CCENC the following amount for Outside Space:

EARLY BIRD RATE!! \$50.00 Discount

- \$500 per space for all 5 days of fair. A \$200 non-refundable deposit (per space) along with a completed contract to reserve your space. The non-refundable balance of payment must be received in our office no later than 4:30 p.m. by March 31, 2019 to receive this reduced rate.

REGULAR RATE:

- \$550 per space for all 5 days of fair after March 31, 2019. A \$200 non-refundable deposit (per space) along with a completed contract to reserve your space. The non-refundable balance of payment must be received in our office no later than 4:30 p.m. by July 1, 2019. 10% Discount for 2 or more spaces. Does not apply to Early Bird Rate.
- An acceptable Certificate of Insurance must be received within (15) business days of Fair. CCE now offers insurance coverage for the 5 days of fair. Please see Tulip Policy following contract for details.

Number of Spaces _____ X \$500.00 or \$550.00 for 5 days TOTAL: _____

Passes: Food Vendors may receive FREE Vendor passes only for the expected number needed to operate his/her booth up to a maximum of (6 Weekly or 25 Daily). Please indicate the number of passes needed to operate your stand: Vendor is responsible for picking up and distributing fair passes to manage his/her booth.

I will need: # _____ Weekly Passes OR # _____ Daily Passes

ADDITIONAL GENERAL ADMISSION PASSES MAY BE PURCHASED FOR HALF PRICE TO A MAXIMUM OF TEN (10) FOR DAILY AND (5) FOR WEEKLY.

LOST OR MISPLACED PASSES WILL NOT BE REFUNDED

Please remember to include a list of food items with prices.

Specialty Areas (Areas other than regular designated spaces)

That the Exhibitor agrees to pay CCENC the following amount for Outside Space:

Location: _____ (At the sole discretion of CCENC)

RATE: (Depends on Area)

- \$ _____ for all 5 days of fair. A \$100 non-refundable deposit (per space) along with a completed contract to reserve your space. The non-refundable balance of payment must be received in our office no later than 4:30 p.m. by July 1, 2019.
- An acceptable Certificate of Insurance must be received within (15) business days of Fair. CCE now offers insurance coverage for the 5 days of fair. Please see Tulip Policy following contract for details.

TOTAL: _____

Passes: Exhibitor/Vendor may receive Free Vendor passes only for the expected number needed to operate his/her booth. Passes will be decided on the amount of outside space. Vendor is responsible for picking up and distributing of the fair passes to manage his/her booth.

ADDITIONAL GENERAL ADMISSION PASSES MAY BE PURCHASED FOR HALF PRICE TO A MAXIMUM OF TEN (10) FOR DAILY AND (5) FOR WEEKLY.

LOST OR MISPLACED PASSES WILL NOT BE REFUNDED

*****IMPORTANT – MUST READ*****

Set-up is Tuesday, July 30 from 9:00 a.m. to 10:00 p.m. (unless prior arrangements have been made.) ALL vendors/exhibitors must be set-up by *Wednesday, July 31st at 9:00am. Vehicles are not permitted on the fairgrounds once the fair is in progress. Deliveries must be made by 10:00am each day and UPS, FedEx or other package delivery service will be available at the Main office. The Office Staff will not accept COD's. Tear down is Sunday, August 4, 6:00pm – 9:00pm and Monday, August 5, 8:00 – 10:00 a.m.

***ANY VENDOR/EXHIBITOR WHO IS NOT SET UP BY 9:00AM ON WEDNESDAY, July 31st WILL FORFEIT THEIR SPACE AND NO REFUND WILL BE PROVIDED. THE SPACE WILL BE FILLED WITH ANOTHER VENDOR OR DISPLAY AT CCENC'S DISCRETION.**

Rules & Regulations – Vendor/Exhibitors must read and abide by all rules and regulations outlined in the 2019 Niagara County Fair Vendor/Exhibitor Rules and Regulations which are incorporated herein. Exhibitors are responsible for obtaining a copy of the rules and regulations if one is not attached to their contract.

Rules on Taxation & Finance: The Exhibitor is required to possess and display his/her original Certificate of Authority authorizing the collection and filing of New York State Sales Tax (this provision applies only if Exhibitor is selling taxable items during the Fair).

Electrical: one duplex outlet included with booth. Please note: we do not supply extension cords.

Please specify voltage needed: 110-120___ *220-230 outlet available for cost, please specify

List items drawing power: _____

Total load if known: _____ *An additional charge of \$10.00 levied for each extra outlet. An extra charge will be levied for high voltage requirements.

Additional Electric: 110 volt (15 amp min.) req. amp _____ x \$1.40 = _____
220 volt (20 amp min.) req. amp _____ x \$2.40 = _____
TOTAL: _____

Mail Contract to: Cornell Cooperative Extension, Niagara County

Attention: Darlene

4487 Lake Avenue, Lockport, NY 14094

(716) 433-8839 ext. 224 FAX: (716) 438-0275 email: djf18@cornell.edu

Payment options: PayPal at cceniagaracounty.org

Cash, Money Order, Credit Card, Check

Please make check payable to: CCE, Niagara County

(\$25.00 charge for all returned checks, non-payment will result in loss of assigned location.)

CANCELLATIONS: REFUND (MINUS THE NON-REFUNDABLE DEPOSIT) WILL ONLY BE GIVEN IF CANCELLATION IS DONE BEFORE JULY 1ST.

INSURANCE & INDEMNIFICATION REQUIREMENTS

1. VENDOR shall indemnify, hold harmless and defend the CCENC, its officers, directors, employees, agents and volunteers from and against any and all claims, demands or causes of action brought against any or all of them for any actual or alleged injury to any person or persons, including death, or damage to or destruction of property arising out of any act or omission on the part of VENDOR, its employees, agents or subcontractors and its participation in, work or services performed at the Fair and/or on behalf of the CCENC by VENDOR.
2. VENDOR shall provide an **ACORD form 25 (2014 or 2016) Certificate of Insurance, with Cornell Cooperative Extension of Niagara County** as the certificate holder, showing proof of the following minimum limits of insurance, or as required by law, whichever is greater: CORNELL COOPERATIVE EXTENSION OF NIAGARA COUNTY shall be added as an **additional insured on the General Liability**. Vendor insurance is primary to CCENC insurance.
 - a) **General Liability**, including contractual, products/completed operations, independent contractors
 Each Occurrence \$1,000,000/General Aggregate \$2,000,000
 If horses involved, must show "No Exclusion for Injury to Riders or Participants"
Workers Compensation- Initial if not required by law to have this _____
Auto Liability – If a business, \$1,000,000/If an individual \$500,000
Liquor Legal Liability, if alcohol is provided by Vendor- \$1,000,000
 Certificate must include description of what Vendor is doing
 - b) All insurance shall be placed with insurance companies licensed to do business in the State of New York, with a "Best's" rating of "A", or better. Vendor's Insurance shall be primary in all respects to any insurance carried by Extension. Certificates of Insurance shall contain a provision for at least fifteen (15) days notice to the certificate holder of cancellation or non-renewal of the insurance indicated in the certificate. Certificate must be received within five business days of the execution of this contract and on each subsequent renewal of said insurance. No work or services shall be commenced until these conditions are met. PW Wood & Son Inc. will review for approval.

IMPORTANT: THIS CONTRACT IS NOT VALID UNLESS A COMPLETED AND SIGNED COPY, ALONG WITH YOUR APPROVED CERTIFICATE OF INSURANCE MEETING THE REQUIREMENTS SET FORTH ABOVE, IS ON FILE WITH CCENC. IF YOU DO NOT HAVE THE REQUIRED CERTIFICATE OF INSURANCE, PLEASE SEE THE TULIP APPLICATION FOR MORE DETAILS.

(Date)	(Exhibitor)	SIGN HERE
		PRINT NAME
(Date)	(CCENC Executive Director)	
<i>Office Use Only</i>		
(Date)	(Extension Employee)	(Amount of Deposit)
(Date)	(Extension Employee)	(Balance Paid)