

This agreement must be **signed and returned with your deposit**. Failure by Second Party to pay sums in full on or before the agreed dates shall result in cancellation of this agreement by the MCFA without refund of monies paid by the Second Party to the MCFA. In the event of cancellation of the agreement by Second Party for any reason, it is agreed that monies paid by Second Party to the MCFA shall be retained by the MCFA. All monies due June 14, 2024, unless authorized arrangements have been made by MCFA. Final placing of vendor and measurement will be at the discretion of the MCFA. In any case of default in the provisions of this contract or **failure of Second Party to show, move in and set up, for any cause: The MCFA shall retain all monies or securities as liquidated damages** and have the right to lease said rights and privileges to other parties without notice to Second Party. **No spaces guaranteed after JUNE 14, 2024 and a \$50 LATE fee will be added there after.** The Second Party agrees to save and hold harmless all organizers, volunteers, officials, and staff of the MCFA from all claims of damages, demands and actions whatsoever in manner, because of the presence and operations of said Second Party at the Fairgrounds before, during and after the event named herein.

IT IS YOUR REPOSIBILITY TO READ AND COMPLY WITH THE PROVISIONS OF THE CONTRACT (page 1, 2 and 3) TO BE VALID; THIS CONTRACT MUST BE SIGNED AND RETURNED WITH DEPOSIT.

By signing this contract, you agree to obey and adhere to the rules and regulations listed below. Be sure to read through them carefully and contact the MCFA office with any questions.

- 1. On the Monday before the fair, check in at the office in Building D on the Fairgrounds to pick up your packet and receive your booth location. Set up time is from 9 am to 8 pm and 7 am to 11 am on Tuesday.**
- 2. A. EXHIBIT HOURS for INSIDE:** will be open to the public and staffed Tuesday, July 30th Noon to 9:00 PM, Wednesday, Thursday, from 10:00 AM to 9:00 PM Friday and Saturday from 10:00 AM to 10:00 PM and on Sunday from 10:00 AM to 7:00 PM.
B. EXHIBIT HOURS for OUTSIDE: will be open to the public and staffed Tuesday, July 30th Noon to 9:00 PM, Wednesday, Thursday, from 10:00 AM to 9:00 PM Friday and Saturday from 10:00 AM to 10:00 PM and on Sunday from 10:00 AM to 8:00 PM.
C. All Exhibits must be set up and ready for operations by 11:00 AM Tuesday and remain in full operation each day as specified above. If not in place by 11:00 am on Tuesday, there will be a \$50 fee. **NO VEHICLE MOVE-OUTS PRIOR TO YOUR DESIGNATED TIME ON SUNDAY NIGHT.** If tear down happens prior to Designated Time on Sunday, there will be a \$100 fee and you may not be invited back to future fairs on our grounds.
- 3. Tickets:** 2 season passes or 8 daily passes are included with each contract and will be in vendor packet. Packets will be available for pick up the Monday prior to Fair. Additional season passes (\$20) or Daily passes (\$5) may be purchased at time of contract. No additional passes may be purchased for the discounted price after July 14, 2024. If tickets are not purchased in advance, then tickets must be purchased at the gates at regular daily price. It is **your responsibility** to get the admission tickets to the workers for your booth.
- 4. FOOD VENDORS MUST PROVIDE THEIR OWN MCHENRY COUNTY HEALTH DEPARTMENT PERMIT.** The McHenry County Health Department phone number is (815) 334-4510.
- 5. FOOD VENDORS MUST SUPPLY A VACUUM BACK FLOW PRESSURE RELIEF VALVE WHERE REQUIRED. It is required that the gray water discharge pipe is capped.**
- 6. FOOD VENDORS may only sell the food and beverage items they have listed on their Menu List submitted with this contract.**
- 7. FOOD VENDORS must prominently display all food prices for public viewing.**
- 8. Non-Food vendors or exhibitors **MAY NOT** sell or give away any food or beverage items.**
- 9. Any material of any kind deemed objectionable by the MCFA may be removed, without liability for damage by the MCFA.**
- 10. Obstructing of visitor's passageways, use of public address systems, recorders, gongs, bells or any other objectionable devices or method of attraction attention shall not be permitted. You may not lob, fling, pitch, toss, throw, chuck, or hurl give aways or objects at fair goers to promote your booth.**
- 11. All signs, posters, literature paper, handouts, advertising materials, soliciting signatures, etc. must be displayed or distributed ONLY FROM WITHIN YOUR RENTED inside or outside SPACE. No aisle or walkway shall be obstructed by selling or promoting any article, product, or service. Any sales or promoting shall be done ONLY FROM WITHIN the rented space.**

12. Any item or structure placed upon a leased facility or area shall conform and be operated in compliance with requirements of the MCFA, Public Health agencies and all other County, State, and Federal laws, rules and regulations.
13. The MCFA will provide night security. All outside tents and trailers should be secured as best as possible by the Second Party. Items left in the tents or buildings are at the risk of the Second Party.
14. The Second Party is responsible for keeping all debris and refuse picked up in their assigned area.
15. **The Vendor Committee Chairman and the Vendor Committee shall be the final arbitrator of disputes concerning concessionaries or vendors.**
16. The MCFA shall not be responsible for any loss or damage to Second Party's person or Second Party's employees or agents from any cause whatsoever, arising from the performance of this contract, and the Second Party in signing this contract expressly releases the MCFA from all claims of such loss, damages or injuries. Any damage to the building or improvements through carelessness or negligence of Second Party's employees or agents must be paid for by Second Party.
17. All or any part of displays, stands, equipment and/or supplies used by the Second Party during the time set forth in this contract must be removed from the Fairgrounds within 24 hours from the closing day of the Fair, The Second Party must get approval from the Vendor Committee if they need more time. If items remain longer than 10 days, they will be deemed abandoned and become the property of the MCFA without notice.
18. NO PROMISES, representations, agreements, or conditions have been made or agreed to which are not stated fully herein.
19. If the Vendor Committee Chairman decides along with the Vendor Committee of the Fair Association that a Concession or Exhibit is not in keeping with the best interest of the Fair, then the Second Party may be ordered to leave the premises without refund.
20. **DELIVERIES:** Concessionaires and Vendors will receive a vehicle access pass for deliveries if needed. This will allow for Vendors in Building C or D to use Gate 1 or Vendors in Midway to use Gate 3 prior to 9:30 am and/or after 8 pm to drop off supplies at their booth. **NO PARKING IS ALLOWED ON OR NEAR THE CONCESSIONAIRES SITE. THERE ARE NO VEHICLES ALLOWED IN THE EXHIBIT AREA (BUILDING D PARKING LOT) AFTER 9:30 AM.** Deliveries to your exhibit or concession MUST BE MADE BEFORE 9:30 AM. Inform your distributors. **Parking in the exhibit areas after 9:30 AM will result in being towed at the owner of the vehicle's expense.** Free parking is offered in the main parking lot, East Gate entrance.
21. **OVERNIGHT CAMPING AND RESERVATIONS.** There are limited spaces available that include water and electric. See attached camping form. All campers will receive one camping parking permit. Campers must supply a vacuum back flow pressure relief valve at hookup. Gray water discharge pipe must be capped. Campers found to have dumped gray or black water on the fairgrounds may be ordered to leave without refund. (See camping form for information on waste disposal). **First night of camping will be Sunday July 28, 2024. No vendor camping before that date.**
22. Vendors may provide their own tables and chairs or lease them for a fee from MCFA.
23. The MCFA **WILL NOT** guarantee you are the sole vendor of a product. No vendor is guaranteed exclusivity; written, implied or verbally. Refunds will not be issues based on lack of exclusivity.
24. **All booths and exhibits must be in place BEFORE 11:00 AM on the first day of the Fair.** Please check in at the Fair Office before setting up. **IF space is not occupied by said time, the MCFA will have the right to resell the space and payment will be forfeited. No refunds will be issued.**
25. The Second Party is not allowed to sublease their space.
26. Measure outdoor space accurately. If it is not satisfactory and you leave, there will be no refund. The MCFA reserves the right to make last minute changes in commercial exhibit locations. Space is limited and MCFA may not have adequate alternative locations. If not satisfied with new location and you leave, you will not receive a refund.
27. **No live animals may be sold or given away as prizes.** No weapons will be displayed unless enclosed in a locked case or cabinet. Weapons sold or given away as prizes must be in a sealed container. No indecent items may be sold or given away as prizes, as determined by the MCFA. The MCFA will enforce all applicable Federal and State Display Laws or County ordinances.
28. *No pets or outside liquor allowed on the Fairgrounds.*
29. **A minimum of \$1,000,000 Liability Insurance is required of all commercial and non-commercial vendors. Certificate of insurance must be in the same Company name as listed on the contract. Each vendor booth must have it's own certificate of insurance. All policies must name the McHenry County Fair Association as additional insured/certificate holder on their Certificate of Insurance.** Liability Insurance can be provided through

the MCFA's Insurance Company for non-commercial vendors only for a cost of \$100 per vendor and location.

(Adding vendor into the MCFA Liability Insurance in NO WAY provides Workman's Compensation Insurance).

30. No loitering, soliciting, picketing or protesting will be allowed on the McHenry County Fairgrounds.
31. MCFA, for the safety of those attending the Fair (including the rider), prohibits the use of bicycles, scooters, skateboards, hoverboards and similar wheeled riding items on the Fairgrounds, during the Annual Fair (including set-up and take-down).
32. **If any of the above rules are violated, you may be asked to leave. No refunds will be issued.**
33. **The MCFA reserves the right to accept or reject any agreements, applications and/or contracts.**