

# 2024 SOUTH MISSISSIPPI SUMMER FAIR VENDOR APPLICATION

FOR OFFICE USE ONLY
M
BOOTH: <span style="border: 1px solid black; display: inline-block; width: 40px; height: 15px; vertical-align: middle;"></span>

Business Name:  Contact Name:

Street Address:

City:  State:  Zip Code:

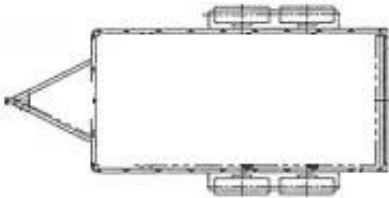
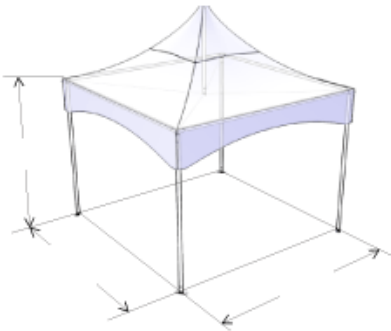
Phone Number:  E-mail Address:

### BOOTH SELECTION

Single spaces measure 10' x 10'. Vendor space may not exceed 10' in depth and 36' in length. Vendors may sell from ONE SIDE only. **Trailer size includes hitch.** Space is assigned based on the information listed below. Mississippi Coast Coliseum Commission will not be responsible if the space given is not the right size upon arrival. Stock trucks are not permitted on the FAIR grounds. Parking and electricity is available for stock trucks.

### TYPE OF BOOTH

Use drawings below to indicate selling side, length, width, etc...



### DESCRIPTION OF ITEMS SOLD

You cannot sell any items not listed

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### BOOTH RENTAL FEES

BOOTH TYPE	RATES <small>(per 10'x10' SPACE)</small>	NUMBER OF 10'x10' SPACES
<input type="checkbox"/> MERCHANDISE BOOTH	\$250	X
<input type="checkbox"/> FOOD BOOTH – SINGLE ITEM	\$400	X
<input type="checkbox"/> FOOD BOOTH – MULTIPLE ITEM	\$500	X

TOTAL BOOTH RENTAL	\$
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### ELECTRICITY MUST BRING 150' MINIMUM OF EXTENSION CORD

AMPS	RATES	SELECT ALL THAT APPLY
<input type="checkbox"/> 20 AMP	<input type="checkbox"/> \$50	<input type="checkbox"/> 120 VOLT
<input type="checkbox"/> 30 AMP	<input type="checkbox"/> \$60	<input type="checkbox"/> 240 VOLT
<input type="checkbox"/> 50 AMP	<input type="checkbox"/> \$70	<input type="checkbox"/> 1 PHASE
<input type="checkbox"/> 60 AMP	<input type="checkbox"/> \$80	<input type="checkbox"/> 3 PHASE
<input type="checkbox"/> 100 AMP	<input type="checkbox"/> \$120	<input type="checkbox"/> OTHER – SPECIFY BELOW

**STOCK TRAILERS AND CAMPERS:** No stock trailers will be allowed on FAIR grounds. Stock trailers and campers will be allowed in overflow parking. Electricity will be provided on a first come, first serve basis. Bring a minimum of 100ft extension cord. Each 20AMP plug is \$60 for the length of the FAIR. Please indicate below the number of 20AMP plugs required.

TOTAL ELECTRIC	\$
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\*Including stock trailers & campers total

### INSURANCE (COI)

VENDOR WILL:

- Provide certificate of insurance @ No Charge
- Purchase insurance from MCCC @ \$100

TOTAL INSURANCE	\$
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### VENDOR MUST BE PAID IN FULL WITH COI BY June 1, 2024

**\*\*Applications submitted after June 1, 2024 must be accompanied by the full rental amount with Certificate of Insurance or purchase insurance through the MS Coast Coliseum.**

**CASH OR CREDIT CARD ONLY. NO CHECKS, NO EXCEPTIONS.**

TOTAL FEES	\$
DEPOSIT AMOUNT PAID	\$
BALANCE DUE	\$

### ACKNOWLEDGEMENT

I \_\_\_\_\_ understand the MCCCC Vendor Manager reserves the right to reject any application. I also understand that I am responsible for reading and complying with the rules and regulations of the FAIR, as well as any applicable local, state, and federal laws and regulations. I further understand that booth fees are **non-refundable**. Submission of this application is a commitment to vend at named FAIR. I and my representative(s) hereby release and hold harmless all sponsors, promoters, and FAIR organizers from any and all claim of injury, property damages, or loss resulting from participation in this event. By signing below, I agree to abide by the rules and regulations established for this FAIR.

Printed Name of Applicant: \_\_\_\_\_ Signature of Applicant: \_\_\_\_\_ Date: \_\_\_\_\_

## MISSISSIPPI COAST COLISEUM SUMMER FAIR VENDOR RULES AND REGULATIONS 2024

Whereas Lessor, MS COAST COLISEUM SUMMER FAIR, hereinafter referred to as the "FAIR" operates the MS COAST COLISEUM SUMMER FAIR at the Mississippi Coast Coliseum, Biloxi, MS and WHEREAS the Lessee, the above-named Vendor, hereinafter referred to as the "VENDOR", desires to rent space on the grounds upon which to operate a display/exhibit/concession; NOW, THEREFORE, FAIR and VENDOR in consideration of the mutual undertakings contained herein, and intending to be legally bound, do hereby agree as follows:

### **1. APPLICATION APPROVAL**

VENDOR agrees that this application is subject to approval and acceptance by the FAIR and the terms of which shall not constitute an agreement for the lease of commercial exhibit space until approval and acceptance by the FAIR.

### **2. CONSIDERATION**

In consideration of its agreement to rent said space to VENDOR, VENDOR agrees to pay rental in-full to FAIR as per the conditions stated on this lease. FAIR agrees to return all money paid if, other than because of an act of God, or other common disaster or other factors or conditions beyond the FAIR'S control the FAIR is not held. FAIR will be held "RAIN OR SHINE". All booths will be outside on the Coliseum grounds. Lighting will be provided on grounds.

### **3. PERIOD COVERED**

VENDOR shall be allowed to set up its assigned rented space between 9:00 AM and 5:00 PM Tuesday, June 4, 2024 and between 9:00 AM and 2:00 PM on Thursday, June 6, 2024. MUST BE SET UP AND OPERATIONAL no later than 5:00 PM the same day. VENDOR shall be required to vacate its space not later than midnight June 17. The FAIR reserves the right to resell any space not occupied by 1:00 pm June 7th, and the VENDOR SHALL FORFEIT to the FAIR all money paid.

### **4. HOURS OF OPERATION**

VENDOR shall be required to be in FULL OPERATION during all hours that the FAIR is open to the public. Those hours of booth operation are:

Monday – Thursday: 5:00 PM – 10:00 PM

Friday: 5:00 PM – 11:00 PM

Saturday: 1:00 PM – 11:00 PM

Sunday: 1:00 PM – 10:00 PM

Hours of operation are subject to change at the discretion of FAIR management without prior notice.

### **5. DELIVERIES**

Deliveries onto the grounds will be only by properly permitted vehicles through Gate 2 on Beauvoir Road. Vehicles will not be allowed on the grounds during hours open to public.

### **6. LICENSES AND PERMITS**

VENDOR agrees to procure at its expense all necessary state, county, and municipal licenses which are required for its possession or use of the space rented hereunder. Food operations will fall under the authority of the Mississippi State Department of Health. An inspection will be held and a permit issued by that office. Further inspections for quality of food operations may be made by the office. The responsibility for proper food service is that of the VENDOR. It is the responsibility of the VENDOR to be knowledgeable of information regarding proper food preparation and handling, and equipment necessary to pass inspection. The VENDOR will pay the fee required for health inspection directly to the Mississippi State Board of health on the day of inspection. No refunds will be made to any VENDOR who fails to acquire the necessary licenses and permits.

### **7. INSPECTIONS**

The FAIR reserves the right to inspect any food concession AT ANY TIME WITHOUT NOTICE AND WITHOUT SEEKING CONSENT, for quality of food operations and for determining compliance with the provisions of this lease.

### **8. TRASH AND LITTER**

The FAIR will provide dumpsters. VENDOR will be required to place trash in dumpster. VENDOR shall be required to maintain its site free of all garbage and litter.

### **9. SPACE CONFINEMENT REQUIREMENT**

It is specifically agreed and understood this lease is for the space specified, or such other space or booth as the FAIR may designate and that aisles, walkways, common areas, or other parts of the FAIR grounds are not considered a part of the lease area. Further VENDOR agrees that all personnel and property used about the leased space will remain within the above-specified leased space and will not enter, occupy, use or obstruct any walkways, aisles, common ways or other parts of the FAIR grounds.

### **10. LOCATION**

Booths will be located under a covered walkway adjacent to the Coliseum, and on other sites on the grounds as determined by the FAIR. While all consideration will be made to provide specific requests for space, the FAIR cannot guarantee specific locations.

### **11. RIGHT TO FINAL SPACE ASSIGNMENT**

The FAIR reserves the right to make final space assignments to assure the interest of the FAIR is best served. If at any time in the opinion of the FAIR management, said concession or the VENDOR is found to be detrimental to the interest of the FAIR, the concession or the VENDOR shall remove or relocate on demand and at the discretion of the FAIR management at the expense of the VENDOR.

### **12. FAILURE OF VENDOR TO USE SPACE**

If VENDOR does not actually use the leased space, it is agreed that no portion of the rental already paid will be returned.

### **13. SECURITY**

FAIR will provide 24-hour security; however, the FAIR does not accept any responsibility for any lost, stolen, damaged, or other merchandise and/or VENDOR'S property. It is the responsibility of the VENDOR to make sure his/her equipment, merchandise and other personal belongings are completely covered, secured, or removed from site if they so desire. All tents must be adequately secured.

### **14. EQUIPMENT PROVIDED**

The FAIR will provide space only. The VENDOR, must bring all necessary booth materials, including tables, chairs, tablecloths, booth covering, signs, etc. Outside areas are open and susceptible to rain. Booths will be located on grass and asphalt. An outlet for fresh water will be provided on the FAIR grounds. If electricity is necessary, please pre-order as prescribed above.

**15. LIMITATIONS**

The use of the leased space for anything other than a food or merchandise concession is prohibited. FAIR has the exclusive rights to all beverage sales. VENDOR may not sell or giveaway any type of beverages whatsoever. VENDOR is prohibited from selling items FAIR considers obscene or damaging to FAIR, from selling any item referring (in words or design elements) to the Mississippi Coast Coliseum FAIR, or any part thereof, or The Mississippi Coast Coliseum without the express permission and consent of the Mississippi Coast Coliseum, from selling any and all smoking paraphernalia unless licensed to sell tobacco or such items in Mississippi, and from selling any items that may be construed as weapons of any type. Guns and knives are forbidden.

**16. SUB-LEASE FORBIDDEN**

VENDOR agrees that it will not submit or assign the above specified space or booth. It is further agreed that two or more firms may not occupy or use the same space.

**17. PASSES**

TWO vendor passes and ONE parking pass per 10 x 10 space shall be provided to the VENDOR. Additional passes may be purchased at \$5.00 each.

**18. INSURANCE**

VENDOR shall secure \$1,000,000 liability coverage; that coverage to be in the name of the VENDOR with the **Mississippi Coast Coliseum Commission named as additional insured.** (There may be some exceptions and vendors will be notified). If the vendor is unable to secure liability coverage in the required amount, the FAIR will secure adequate coverage for an additional fee as outlined in the application to vend. There are restrictions as to what vendor liability insurance will cover.

**19. INDEMNIFICATION**

VENDOR agrees to hold the FAIR and the Mississippi Coast Coliseum Commission and their officers, directors, employees and agents harmless, and to indemnify them from any claims, actions, suits or demands, which result or arise out of the FAIR'S or the VENDOR'S ownership, maintenance or use of the FAIR grounds or the space described in this lease. Further, VENDOR covenants and agrees that it will make no claims and assert no actions against the FAIR or the MS COAST COLISEUM COMMISSION and their officers, directors, employees and agents for bodily injury to any person, or the death thereof, or for injury or theft, destruction of property belonging to the VENDOR or of others where such injury, death, theft or destruction arises out of its ownership, use or maintenance of the FAIR grounds or the leased space described in this lease.

**20. LIMITATION OF LIABILITY**

It is agreed that the liability of the FAIR for any damages arising out of failure to furnish the space provided for herein is limited to the return of such money paid as liquidated damages.

**21. RIGHT TO CLOSE FOR VIOLATIONS**

For the violation of the terms of this lease, the FAIR shall have the right to declare this contract VOID and close the concession without recourse.

**22. NON-WAIVER OR PROVISIONS**

The failure of the FAIR to insist, in any one or more instances, upon the strict performance of the covenants of the lease or to exercise any option contained herein, shall not be construed as a waiver or the relinquishment of such covenant or option in the future, but the same shall continue and remain in full force and effect. The receipt by FAIR of rent shall with knowledge of any breach of any covenant hereinafter be deemed a waiver of such breach and no waiver by the FAIR of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the FAIR.

**23. VENDOR TO PAY COST OF COLLECTIONS**

VENDOR agrees to pay the FAIR all expenses that it incurs in connection with the collection of any sum due hereunder, including reasonable attorney's fees.

**24. LIEN CREATED FOR MONEY OWED**

FAIR shall have the right to retain all property belonging to VENDOR that is brought onto the FAIR grounds to secure the payment of all sums of money due. Further VENDOR agrees that the FAIR may sell or otherwise dispose, either at public or private proceedings without notice to VENDOR, any such property for satisfying any indebtedness due.

**25. NO AGREEMENTS OTHER THAN CONTAINED HEREIN**

No understanding or agreement exists except that which is specified in this lease and that it cannot be canceled except by agreement, executed in writing.

**26. CANCELLATION**

This lease is subject to cancellation without further notice and without refund if total payment is not received in full by the due date. The FAIR reserves the right to reassign the above space at its sole discretion. Once the full lease amount is paid, the VENDOR shall have the right to cancel this lease by 5:00 PM May 27, 2024, and receive all monies paid up to that time. Cancellation after this time will result in loss of all monies paid.