

## HENDRICKS COUNTY 4-H FAIR NORTH/SOUTH HALL POLICIES

### COMMERCIAL EXHIBITORS

**Set Up Times:** Saturday, July 17, 2021 – 11:00am until 3:00pm

Sunday, July 20, 2021 – 9:00am until 12:00pm

**Vendors must clear the building at Set Up end times!**

**Tear Down Time:** Saturday, July 24, 2021 – 5:00pm

1. All Exhibitors must meet State Fire Marshall and Hendricks County Board of Health Codes.
2. Each Exhibitor will receive twenty-one (21) admission passes which will admit participants to the Hendricks County 4-H Fairgrounds and Conference Complex for Fair Week. These passes will be distributed at setup. Additional passes per person will be \$3.00 prior to July 1 and \$4 after July 1. Tickets at the gate will be \$5 per person.
3. The Hendricks County 4-H Fair Board has planned a great 4-H Fair and wants to give our visitors what they have asked for – activities and exhibits throughout the Fair Week. We continue to add entertainment for guests to enjoy throughout the Fair. **By reserving a booth space and signing the contract, the vendor is agreeing to the hours of set-up, hours of tear-down, and hours of operation.** The vendor will be expected to participate as an exhibitor until the posted, designated tear down hours. Late tear downs will not be allowed as the North/South hall is reserved for further events immediately following.
4. If you decide to tear down and leave early, without prior permission and authorization from the Director in charge, you will not be invited back as a vendor to the 2022 Hendricks County 4-H Fair.
5. Exhibitor parking during the 4-H Fair will be identified on a first-come basis.
6. Drink sales are NOT permitted in the North/South Hall.
7. All helium tanks must be properly anchored and identified upon set-up.
8. Animals (except for service/guide dogs) are NOT permitted in the North/South Hall.
9. **Americans with Disabilities Act (ADA):** The Americans with Disabilities Act (ADA) contains certain guidelines regarding public and private facilities, and their accessibility to persons with disabilities. These guidelines are part of State and Federal law. We want to make ALL visitors feel welcome at the Hendricks County 4-H Fair and need your cooperation.

Please familiarize yourself with the ADA and how it impacts your operation. Please make every reasonable alteration(s) to your facilities, stands, equipment, etc., so that they are accessible to people with disabilities. Please provide ADA training to your employees.

If you have any questions about the ADA, please contact the Indiana Great Lakes ADA Center at 1-800-949-4232.

10. Abusive language, harassment, and actual or threatened physical harm directed against a Fair visitor are prohibited.
11. **Signs:** Only professional-looking signs for posting prices, listing products and other operational functions will be permitted. Handwritten signs are prohibited. All signs and advertising must be displayed within the contracted location.
12. The Hendricks County 4-H & Agricultural Fair Association, Inc. is not responsible for theft or damaged property.
13. During set-up, vendors setting up must keep all adults and children in their designated space, and respect other people's property that has been set up.
14. Any foreign material placed as part of your exhibit i.e.: (bark, sand, etc.) must be cleaned up at tear-down time. If you leave debris for us to clean up, you will not be allowed to exhibit at next year's fair.
15. No roving vendor or solicitor, acting for either a profit, or a non-profit organization or on his own behalf shall be permitted on the fairgrounds. All solicitations for either contributions or sale must be made from within the confines of the booth space. The activities of advertising, canvassing, soliciting and/or disseminating of written materials for political, commercial, educational, or religious purposes on the Hendricks County 4-H Fairgrounds, buildings, lots or any other areas used in association with the Fair are not permitted, subject to compliance with the following conditions:
  - a. Parking lot entrances, exits and travel lanes must not be obstructed. Interference with traffic flow, either pedestrian or vehicular, or with the functions of traffic and/or parking attendants is prohibited.
  - b. The use of land vehicles as platforms or other temporary or permanent structures is prohibited unless specifically approved by the Hendricks County Fair Board.
  - c. A person or persons conducting such activity shall not place pamphlets, leaflets, or other material in or on vehicles without consent of the driver or owner of the vehicle. Such activity must be conducted with the pedestrians only, after vehicles have been parked or exited.
  - d. Loudspeakers and other sound devices are prohibited unless permission is given in writing the by Hendricks County Fair Board.

- e. Activity causing a crowd to gather is prohibited if such crowd obstructs or impedes pedestrian or vehicular traffic.
  - f. Activity conducted within twenty (20) feet of an admission gate or ticket booth is prohibited.
  - g. Active obstruction of a Fair visitor's line of travel or active detention of a Fair visitor against his will is prohibited.
  - h. All activities of any canvasser, solicitor, commercial or carnival exhibitor will be surveyed by members of the Hendricks County Fair Board, and any activities found to be in violation of these regulations will result in expulsion from the grounds.
16. Indemnification and Defense: To the fullest extent permitted by Indiana law, Exhibitor hereby agrees to indemnify, defend, and save and hold harmless the Hendricks County 4-H & Ag Fair Association, Inc. and the other Insured Parties from and against any and all claims, demands, suits, losses, costs, attorney fees, expenses, obligations, liens, liabilities, actions and causes of action, whether threatened or actual, arising directly or indirectly out of or related to the Contract, the move-in for the Hendricks County 4-H Fair, the Hendricks County 4-H Fair or the move-out after the Hendricks County 4-H Fair, occurring in or about the Fairgrounds, including but not limited to the Hendricks County 4-H Fair, parking areas, the entrances, lobbies, and exits thereof, the sidewalks, streets and approaches adjoining the Fairgrounds or any other portion of the Fairgrounds used by the Exhibitor hereunder.

This duty by Exhibitor to indemnify and defend exists regardless of whether the liability alleged against the Hendricks County 4-H & Ag Fair Association or any of the other Insured Parties is by their concurrent negligence. The defense owed by Exhibitor to the Insured Parties shall be provided by counsel approved by the Hendricks County 4-H & Ag Fair Association, Inc. or the applicable Insured Party, and the defense shall include all reasonable attorneys' fees, paralegals' fees, expert witness' fees, court costs, and reasonable charges associated with the defense of the claim, suit, or proceeding.

It is the intent of the parties that the duty of the Exhibitor to indemnify and defend extends only to those occurrences in which the Exhibitor's acts or omissions are the predominant cause of the occurrence. In the event the parties are unable to agree whether the occurrence results predominantly from the Exhibitor's acts or omissions or from activities that are primarily the responsibility of the Hendricks County 4-H & Ag Fair Association, Inc. or the other Insured Parties, then the parties agree to submit only that question to arbitration under the Indiana Uniform Arbitration Act.