

HENDRICKS COUNTY 4-H & AGRICULTURAL FAIR ASSOCIATION, INC.
DANVILLE, INDIANA 46122

As Directors of Concessions/Vendors for the Hendricks County 4-H & Agricultural Fair Association, we are sending you information regarding outside space for the 2023 4-H Fair. The Fair dates are July 16th through July 22nd. We expect you to be on-site and set up by 9:00 AM July 16th.

Reservations and payments for exhibitor space at the Hendricks County 4-H Fair must be made in advance through the Fair Directors in charge. LOCATION WILL BE DETERMIND BY THE DIRECTOR.

All vendors/exhibitors must meet the State Fire Marshall code. Please contact the Director in charge to coordinate a tent rental for your Exhibitor space. Please note: We have established a Smoking Policy and smoking is NOT permitted in vendor areas. Smoking (Including e-cigarettes) will be permitted in outdoor designated "smoking stations" areas only located throughout the Fairgrounds.

Set-up time will be only as designated, **THURSDAY, JULY 13th: 4:00-9:00 PM and FRIDAY, JULY 14th: 9:00 AM-4:00 PM.** **Please Note: NO campers, vendor stands, trailers or equipment may arrive any earlier than THURSDAY, July 13th. Any special exceptions MUST be pre-approved. If permission is granted, additional camping/storage fees will apply.**

Hook-ups are available for temporary living quarters at \$20.00 per day. Space is limited and reservations must be made in advance through the Fair Directors in charge. Storage/stock trailer space is available on a temporary basis at \$10.00 per day, if electrical or water is needed.

Space is sold in 10'x10' increments. Exhibitor space up to 500' will be charged at \$2.50 per sq ft. For Exhibitor space over 500', the charge will be \$2.00 per sq ft.

The Fair Association is not responsible for theft, damage to property or any accidents. Proof of Liability Insurance is required with your reservation. The Certificate of Insurance must include the 2023 Fair dates and must name the Hendricks County 4-H and Agricultural Fair Association as an additional insured. The Certificate of Insurance **MUST BE INCLUDED** with your booth reservation payment. If you cannot obtain the appropriate Certificate of Insurance, coverage can be provided through the Fair Association's policy for an additional fee of \$125.

Please return the enclosed Rental Form agreement, outside commercial exhibitor/vendor fee payment and required insurance fee payment to the address below. **Checks should be made to Hendricks County 4-H & Agricultural Fair Association. Exhibitor Rental Agreements and payments in full must be received by no later than June 14, 2023.** If you have questions, please contact Steve Patterson at 317-718-6156 or by email at director@4hcomplex.org

Please mail your completed Rental Form Agreement and required paperwork to:

Hendricks County 4-H & Ag Fair Assoc.

Concessions

P.O. Box 7

Danville, IN 46122

**HENDRICKS COUNTY 4-H & AGRICULTURAL FAIR
ASSOCIATION, INC.**

DANVILLE, INDIANA 46122

DATES: JULY 16 THROUGH JULY 22, 2023

OUTSIDE COMMERCIAL EXHIBITOR RENTAL FORM

NAME OF EXHIBITOR _____

CONTACT PERSON: _____

ADDRESS _____

TOWN, STATE & ZIP _____

TELEPHONE # _____ CELL# _____

EMAIL ADDRESS: _____

LIABILITY INSURANCE CARRIER: _____

TYPE OF PRODUCT: _____

AMOUNT OF SPACE NEEDED WHICH INCLUDES STAKE SPACE FOR TENT ETC: _____

EXPECTED DATE AND TIME OF ARRIVAL FOR SET-UP: _____

This Rental Agreement is not assignable, and the Outdoor Vendor may not sub-let the space. Failure to comply with the terms and conditions in the *Outdoor Vendor Policies* may subject this Rental Agreement to immediate termination upon delivery if written notice to the Outdoor Vendor at the space. No refunds will be made for early termination by the Fair Association of this Rental Agreement.

This Rental Agreement is subject to, and conditioned upon full compliance with, the terms and conditions set forth in the 2023 Outdoor Vendor Policies, a copy of which is provided to the Outdoor Vendor with this Rental Agreement. All provisions of the Outdoor Vendor Policies are fully incorporated by reference into this Rental Agreement.

The person signing this Rental Agreement affirms, subject to the penalties for perjury, that he/she is the Outdoor Vendor or a properly-authorized representative of the Outdoor Vendor, and that the Outdoor Vendor has not entered or offered to enter any combination, collusion, or agreement to receive or pay, and has not received or paid, any sum of money or other consideration for the execution of this Rental Agreement other than that which appears upon the face hereof. Smoking (including e-cigarettes) will be permitted in outdoor designated "smoking stations" area only located throughout the Fairgrounds.

Reservations must be received by no later than June 14th, 2023.

Fees:

Amount of Space Desired _____ Feet X _____ Feet = _____ X _____ (\$2.50 per foot if less than 500 Square Feet or \$2.00 per foot if greater than 500 square feet = \$_____ Amount Due

AMPS OF ELECTRICITY NEEDED: _____ Electric @ \$7.50 per day for 7 days = \$52.50

CAMPING (water, sewage & electrical) @ \$ 20.00 PER DAY

OF DAYS NEEDED: _____ \$ _____

STORAGE (electrical) @ \$10.00 PER DAY

OF DAYS NEEDED: _____ \$ _____

CAMPING AND STORAGE SPACE(S) MUST BE PAID IN ADVANCE

Admission Tickets \$3.00 per person prior to July 1 at 4-H Fair fee is \$5 per person (No Parking Fee)

OF TICKETS NEEDED: _____ \$ _____

Check payable to "Hendricks County 4-H & Ag. Fair Assoc." Total \$ _____

*The Fair Association is not responsible for theft, damage to property or any accidents. Proof of Liability Insurance is required with your reservation. The Certificate of Insurance must include the 2023 Fair dates and must name the Hendricks County 4-H and Agricultural Fair Association as an additional insured. If you cannot obtain the appropriate Certificate of Insurance, coverage can be provided through the Fair Association's policy for an additional fee of \$125.

Check Payable to "Hendricks County 4-H & Ag. Fair Assoc." for Insurance Fees: Total \$125

Agreed to and Receipt of 2023 Hendricks County 4-H Fair Outdoor Vendors Policies acknowledged:

Signature: _____ Date: _____

Name & Title, printed: _____

Accepted by Hendricks County 4-H & Ag Fair Assoc:

Signature: _____ Date: _____

**HENDRICKS COUNTY 4-H & AGRICULTURAL FAIR ASSOCIATION, INC.
DANVILLE, INDIANA 46122**

2023 Hendricks County 4-H Fair Policies - Outdoor Vendors

1. All Exhibitors must meet State Fire Marshall and County Board of Health Codes.
2. Please contact the Director in charge to coordinate a tent rental for your vendor space.
3. Each outdoor vendor will receive 20 admission tickets that admits you to the fairgrounds complex for 4-H fair week. These passes will be given at setup. If you need additional tickets, you may purchase them prior to July 1 for \$3 per ticket at the gate admission will be \$5 per person. All individuals above the age of eight (8) will require a ticket for admission
4. You may have personal golf cart for transportation of goods from camping area or designated parking area. If you wish to rent a golf cart, please find the name, and contact number of our golf cart vendor enclosed. These carts are for transportation of goods only. The hours of use will be limited on Hendricks Regional Health promenade until 11:00 A.M. each day and after 11:00 P.M. at night. You must adhere to these designated hours. Drivers must be at least 18 years old, and you must show proof of insurance whether using your cart or renting a golf cart. Absolutely no ATV'S, four wheelers or vehicles of this type are permitted.
5. There will be absolutely NO motorized vehicles (trucks, vans, or storage trailers, etc.), parked in exhibitor area. Vehicles must be parked in camping spaces or parked in area designated by fair officials (especially if electrical power is needed). No Vehicles, including storage trailers can be parked at your exhibitor space.
6. Outside storage space including inventory/storage of goods, etc. must be **SCREENED** appropriately, (vinyl lattice rails or similar), and approved by Fair Directors. Outside storage space at exhibitor trailer/booth that is approved by the Fair Directors will be evaluated and any applicable charges will be assessed and collected during the fair week.
7. We expect you to adhere to the Fair dates, set up and tear down times unless prior arrangements are made with the Fair Directors.
8. The Hendricks County Fair Board plans to host a great Fair and wants to give our visitors what they have asked for – activities and exhibits throughout the Fair week and weekend. 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 operation and will be expected to NOT tear down until the Fair concludes on Saturday evening, July 22nd at approximately 9:30pm.**
9. 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 returning vendor.
10. Smoking Policy: For the health of all visitors, smoking is permitted in outdoor designated “smoking stations” areas only - located throughout the Fairgrounds. Vendors must comply with this smoking policy and NOT smoke in their vendor areas.
11. Abusive language, harassment, and actual or threatened physical harm directed against a Fair visitor are prohibited.

12. 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.
13. There are a limited number of hook-ups to utilities for living quarters in designated area. The current rate structure will be charged. The space will be assigned, and fees will be collected by the Director in charge. Reservations are highly recommended.
14. Signs: Only professional-looking signs for posting prices, listing products and other operational functions will be permitted. Hand-written signs are prohibited. All signs and advertising must be displayed within the contracted location.
15. The Hendricks County 4-H & Agricultural Fair Association is not responsible for theft or damaged property.
16. There is no reserved parking for vendors - parking is on a first come, first serve basis.
17. During setup vendors setting up must keep all adults and children in their designated space, and respect other peoples' property that has been set up.
18. 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.
19. Any "samples" or "specials" during the Fair must be approved by the Fair Directors in charge.
20. 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 trailer or tent space provided. However, an Exhibitor or agent may work in front of his exhibit space, but not more than two (2) feet from such exhibit space. The activities of advertising, canvassing, or soliciting and dissemination 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 Fair are not permitted, subject to compliance with the following conditions:
 - A. Parking lot entrance, 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 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.
21. In the event of severe weather impacting the Fairgrounds, such as a severe thunderstorm or tornado, Exhibitors will receive instructions through the Fairgrounds PA notification system. Exhibitors may be asked to close stands and/or secure items inside and outside stands (i.e. Umbrellas, tables/chairs, displays, etc.). If it becomes necessary to evacuate an area and move to a safe location, permanent barns and buildings will be used for shelter-in-place (points of refuge) to allow Exhibitors to seek shelter. Please become familiar with the area around your stand to identify the closest permanent structure for shelter.
22. 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 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 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 or the other Insured Parties, then the parties agree to submit only that question to arbitration under the Indiana Uniform Arbitration Act.