

March 7, 2023

To: Hendricks County 4-H Fair Vendors

We are pleased to share information regarding the 2023 Hendricks County 4-H Fair. The exhibition dates for this year's Fair are Sunday, July 16<sup>th</sup> through Saturday, July 22<sup>nd</sup>, 2023.

We have made some exciting changes for our exhibitors and guests this year!

There will be approximately 45 booths available for commercial vendors for Sunday through Saturday in The North/South Hall of the Conference Center. See the attached document for the price of the booths.

The Hendricks Power Exposition Hall schedule will have 4-H Exhibits and special events. The special events scheduled are as follows:

- Sunday: Chopped Challenge benefiting Family Promise
- Monday: 4-H Robotics
- Tuesday: Trades Fair
- Wednesday: Little Critters Show
- Thursday: Hendricks Power Annual Meeting
- Friday: Hendricks Regional Health Day at the Fair
- Saturday: Warrior Wrestling

The Extension Homemakers displays will be in the North/South Hall this year. We hope to draw more people into the area with these exhibits being part of the vendor space.

Specific booth information, including pricing and set-up and tear-down information will be included on the Rental Agreement for that group. Please make sure you use the correct agreement when sending in your application. Space will be available on a first form-in for the spaces!

We look forward to making you a part of our new format at the 2023 Hendricks County 4-H Fair. If you have any questions, please contact Steve Patterson at <u>spatterson@4hcomplex.org</u> or Pattie Sherrill at <u>psherrill@4hcomplex.org</u>.

## HENDRICKS COUNTY NORTH/SOUTH HALL COMMERCIAL EXHIBITOR RENTAL FORM

DEADLINE: Reservations before May 15 \$250 - after May 15 \$275.00	
PAYMENT: Must be received to confirm your reservation. Make checks payable to Hendricks County 4-H & A	.g. Fair Assoc., Inc.
MAIL FORM AND PAYMENT(S) TO: Hendricks Co. 4-H Fair, Attn: Vendor Coordinator, PO Box 7 Danville, IN 4	5122
NAME OF EXHIBITOR/COMPANY:	
CONTACT PERSON:	
ADDRESS:	
CITY, STATE, ZIP:	
TEL: Day Cell Evening Cell	
EMAIL ADDRESS:	
LIABILITY INSURANCE CARRIER:	
ELECTRIC REQUIRED (fee applicable): TYPE OF EXHIBIT:	
<b># OF SPACE(S) DESIRED:</b> 8'x8' space(s) \$ (Sold in 8'x8' increments only.)	
Rental Fee: \$250 per booth before May 15 or \$275 after May 15 (Limited Space Available)	\$
Extra 2 Feet across of vendor Space (\$75 per booth)	
Electricity for Booth Space (\$50 per booth)	
Certificate of Insurance* Submission / Enclosed: 📮 OR Insurance Application and Fee (\$125) Enclosed:	
Admission Tickets \$3.00 per person prior to July 1 (Tickets at gate will be \$5 per person) (No Parking Fee)	
TOTAL DUE/ENCLOSED: Make checks payable to Hendricks County 4-H & Ag. Fair Assoc., Inc.	

\*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.

This Rental Agreement is not assignable, and Exhibitor may not sublet the Space. Failure to comply with the terms and conditions in the *Exhibitor Policies* may subject this Rental Agreement to immediate termination upon delivery of written notice to the Exhibitor 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** *Exhibitor Policies*, a copy of which is provided to the Exhibitor with this Rental **Agreement. All provisions of the** *Exhibitor 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 Exhibitor or a properly-authorized representative of the Exhibitor, and that the Exhibitor has not entered into or offered to enter into 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.

The undersigned agrees to and acknowledges receipt of the Hendricks County 4-H Fair Exhibitor Policies:

Name:	Accepted by: Hendricks County 4-H & Ag. Fair Assoc., Inc.
Title:	Signature:
Signature:	Title:
Date:	Date:



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

## COMMERCIAL EXHIBITORS

**Set Up Times**: Saturday, July 15, 2023 – 12:00 pm until 4:00 pm

Sunday, July 16, 2023 – 9:00 am until 11:00 am

Tear Down Time: Saturday, July 22, 2023 – 7:00pm (No Exceptions)

- 1. All Exhibitors must meet State Fire Marshall and Hendricks County Board of Health Codes.
- 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 until 5:00 pm on Saturday, July 15. 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 2024 Hendricks County 4-H Fair.
- 5. Exhibitor parking during the 4-H Fair will be identified on a first-come basis.
- 6. Vendors will be set-up 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 teardown 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. Loudspeakers and other sound devices are prohibited unless permission is given in writing the by Hendricks County Fair Board.
  - d. Activity causing a crowd to gather is prohibited if such crowd obstructs or impedes pedestrian or vehicular traffic.
  - e. Activity conducted within twenty (20) feet of an admission gate or ticket booth is prohibited.



- Active obstruction of a Fair visitor's line of travel or active detention of a Fair visitor against his will is prohibited.
- g. 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.