Kosciusko County Community Fair, Inc.
Commercial Tent Agreement
"It's 5 O'clock Some Fair"
Fair Dates: July 07-12, 2025

LESSOR AND LESSEE AGREE TO THE FOLLOWING IMPORTANT TERMS AND CONDITIONS:

1. ***A certificate of insurance for liability and property damage must be on file along, with a copy of this agreement in the Fair Office, by June 19, 2025***
2. ***All exhibits must be open for operation from Monday, 5:00 pm to 8:00 pm Thursday & Friday & Saturday, 1:00 pm to 8:00 pm, and Tuesday & Wednesday from 9:00 am to 8:00 pm.*** These times are subject to adjustment by the Commercial Tent Committee (CTC). Failure to comply will result in immediate forfeiture of the space. ***No refunds will be given.***
3. ***All exhibits must be removed Saturday evening at the closing of the Commercial Tent, BUT NOT BEFORE 8:00 p.m., Exhibitors may tear down their exhibits after 8:00 PM Saturday. The tent and draperies will be taken down first thing Sunday morning after the fair. The Kosciusko County Fair will not be responsible for any exhibits or merchandise left.***
4. *Exhibitors may pull up to the tent to unload merchandise on* ***Sunday from 10:00 AM to 2:00 PM and ONLY from 6:00 A.M. to 10:00 A.M. each morning during the Fair. Entry is required to be from the west gate for unloading purposes only. NO VEHICLES WILL BE ALLOWED THROUGH THE WEST GATE AFTER 10 am!! No vehicles will be allowed through other gates. After setup, all exhibitors must park in the public parking area.*** *Any vehicle parked inside the Fairgrounds without a special tag will be towed immediately at the owner's expense.* ***Exhibitors may gain entry to parking behind the commercial Tents with a vehicle to pick up their displays after 8:00 PM on Saturday using the East Gate.***
5. *It is the responsibility of the Lessee to pick up the necessary Entry Passes from the Fair Office on the day of set up to assure the employees working at the fair have a means of entering the fair.* ***Any Vendor employee working at the fair, who does NOT display a Pass, WILL BE charged for admission at the Main Entrance to the fair. The admittance fee will be non-refundable. This will be strictly enforced!!!***
6. Lessor shall provide TWO admission passes for each 10' space rented. Exhibitors may purchase additional passes at a discounted price for up to a total of 10 additional passes. Passes will be provided upon payment in full.
7. One copy of this contract must be signed and returned with a certificate of insurance and payment in full before the due date listed (in the "Fee Section" in the Commercial Tent Contract) to ensure having a leased space. Failure to do so may result in forfeiture of the leased space and any fees pre-paid prior to said date. If space is no longer available, pre-paid expenses will NOT be refunded. Contracts received after the due date will be filled on a first-to-arrive basis, subject to CTC approval. The lessor is not responsible for mail lost or not received.
8. The parties further agree that if the Lessee cancels this agreement or fails to use the leased space; all money paid shall be forfeited. **NO REFUNDS WILL BE GIVEN**
9. Lessor provides only a means for electrical hook-up. Lessor does not guarantee an electrical hook-up will be directly at booth space nor does it provide individual extension cords. It is suggested vendors bring their extension cords if an electrical hook-up is required.
10. Lessor **CAN NOT** guarantee transportation of items to and from the commercial tent. It is suggested vendors refer to #4 above for unloading items.
11. No subletting (Allowing persons or an organization other than the lessee to use a booth or any part thereof) is permitted without the approval of the CTC prior to setup.
12. Each exhibitor shall keep trash picked up to the center aisle in front of their booth during the Fair and shall leave their exhibit area in a clean and neat order at the close of the fair each day.
13. The display of all signs and/or pictures, the distribution of all advertising matter, and literature of any character, the installation of all decorations, and the alteration of the appearance of the premises herein leased shall be, at all times subject to the supervision and ultimate control of the Commercial Committee.
14. Any signs, banners, etc. that are hung are NOT to exceed eight (8) feet in height!
15. All selling must be conducted from inside the lessee's space. Lessee's salespeople and other employees must not block aisles or solicit from any place other than the space rented by them.
16. The use of loudspeakers or other amplified equipment must have approval prior to its use and is subject to the control of the Commercial Committee.
17. Alcoholic beverages, drugs, obscene literature, and other objectionable matters are prohibited.
18. The CTC reserves the right to make space changes to facilitate efforts for a successful fair.
19. Lessor agrees to provide reasonable security but assumes no liability for loss of or damage to any property or by reason of any claim for personal injury. The Lessee herein RELEASES AND DISCHARGES the Kosciusko County Community Fair and Fair Board Directors, Association Members, and their successors from liability of any nature and AGREES TO INDEMNIFY said parties from any and all liability by reason of injury to property and/or persons including death, which may occur upon the premises herein described in any manner connected with the use of the Lessee.
20. No animals, pets, or livestock of any kind, except for service animals for the handicapped, are allowed in the exhibit area.
21. Any violation of terms set out in this contract shall be grounds for the Lessor to declare a forfeiture of the leased space and the Lessee shall immediately remove all materials pertaining to Lessees exhibit from the Commercial Tent and the fairgrounds. The Lessee shall also forfeit any fees paid.
22. The Lessee agrees to strict compliance with Indiana Code 23-9-1-10 (section 10 of the Indiana Civil Acts) and agrees that failure to comply with said law constitutes a material breach of this contract and that any liability for violation by the Lessee,

its agents, employees, subcontractors, their agents, and/or employees shall be the responsibility of the Lessee. Further, in compliance with Indiana Code 22-9-1-2, all goods, services, and/or facilities are to be provided without regard to race, religion, color, gender, national origin, or ancestry, and failure to comply with this requirement constitutes an assumption of any and all liability for failure to comply by the Lessee, its agents, employees, subcontractors, their agents, and/or employees.

23. All decorations must be flameproof. All hangings must clear the floor. Electrical wiring must conform to the National Electrical Code Safety Rules. If the inspection indicates that any exhibitor has neglected to comply with these regulations or otherwise incurred fire hazards, the CTC has the right to reject such a display.
    A steel chain, as per State Fire Code regulations, must secure all Helium tanks. Also, no flammable liquids, such as gas, propane, etc., will be allowed in the Commercial Tent.
24. All food or drink that will be given away or sold from the exhibit area must comply with the Health Department regulations.
25. **NO SMOKING WILL BE ALLOWED IN THE COMMERCIAL TENT AT ANY TIME.**
26. Because of existing limitations on the space available for exhibits and the desire for the CTC to have a diverse and varied range of exhibitors, the Committee reserves the right to exercise its judgment in excluding from the Fair any application.
27. By accepting space at the Kosciusko County Community Fair, Inc., the Lessee agrees to the terms and conditions set forth in this contract.
28. **Please know that the wind may be/will be a factor as the tent sides will be opened each day to help with cooling and ventilation.**

This year the KCCF is calling for a $100 deposit per booth space. We are doing so because this is a group effort, and when individuals leave early or do not attend it disturbs the balance of exhibitors. In addition, the safety of Fair attendees is endangered when exhibitors enter or leave in their vehicles during regular Fair hours. This cannot be permitted. This deposit is due by **MAY 08, 2025,** with the remainder of your fee. The deposit can be picked up Saturday, July 12 after 8:30 PM when you have torn down your booth space.

Thank you!

By signing below, Lessor agrees that they have read and have received a copy of the Commercial Tent Agreement and its contents:

_____ **Date:** _____ **Date:**_____

Lessor Signature **Lessee Signature**

_____ _____

Printed Name **Printed Name**

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FEE SECTION

The spaces in the Commercial Tent will be rented in Sections with 10 feet of frontage space. The Depth may vary from 8 to 10 ft. deep, depending on tent configuration. The price is $300 plus sales tax, per each 10-ft. booth space. Additional fees will apply for additional passes as needed.

We will also allow vendors the opportunity to hang banners on the Smith Street main gate entrance fence for an **additional fee of $40.00 per banner**. Banners will not exceed four feet by fifteen feet (4' x 15") in size. Banners will not contain any obscene pictures, wording, graphics, or other objectionable matters. All banners are subject to approval by the Commercial Committee, space available, and placement on the fence. Banner space is on a first come first serve basis. Lessor shall not be responsible for damaged, lost, or stolen banners. Please submit banners by Wednesday, July 2, 2025, for the CTC approval. **********

DUE DATE: Please sign and return the Contract application along with the signed Terms Agreement by May 8, 2025. The committee will review all applications and notify you by US mail of acceptance or non-acceptance. In the case of non-acceptance, you will receive all monies that you have paid. After May 8, 2025, booths will be filled on a first-to-arrive basis.

Make checks payable to and remitted to Kosciusko County Community Fair, Inc.
PO Box 1093; Warsaw, IN 46581-1093 Phone: (574) 269-1823

The rental fee includes TWO vendor passes for the main gate.

Rental Fee $_____ We **want to reserve** _____**10' booth(s). Total footage of** _____
Sales Tax (7%) $_____
Banner Space $_____ @ $40 ea. **We will place** _____ **banners on Main gate fence (Smith St)**
Additional Passes $_____ @ **$15.00 each (Employees working but not presenting a pass at the main gate to get in will be charged regular gate admission. This admission fee will not be refunded. It is the responsibility of the vendor to ensure their employees get into the fairgrounds to work)**

Total $_____ **Amount Paid: $**_____**Amount Due: $**_____
Balance Due by June 19, 2025

Refundable Deposit $_____

Company Name: * _____ * = Required information

Contact Name: * _____

Address: * _____

_____

Phone: Day * _____ **Evening**_____

E-Mail Address: _____

Please describe briefly in the space below items to be displayed, exhibited, and/or sold. Make note of the height of your display for setup purposes.

_____

_____**Display Height from the ground (including any stand):** ____

The undersigned hereby agrees to every provision as set forth in the Commercial Tent Agreement and Commercial Tent Contract for the lease of space in the Commercial Tent.

_____ ____ _____ _____
Applicant's Signature **Date** **Kosciusko County Community Fair, Inc.** **Date**