



2022 MARTIN COUNTY FAIR

FEBRUARY 11-19, 2022

APPLICATION FOR SPACE

robin@martincountyfair.com

772-220-3247

NEW APPLICANTS PLEASE NOTE:

Applications are required to have a photo ID with photo of display in its entry.

Please Check: New Applicant Returning Applicant

PLEASE PRINT

NAME OF BUSINESS: _____

CONTACT NAME: _____ FEIN#: _____

SALES TAX DEALER#: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PHONE: _____ FAX: _____

EMAIL: _____ CELL: _____

TYPE OF EXHIBIT

Food Sales _____ Direct Sales _____

Target Market age? _____

PRODUCT: List **ALL** items you would like to sell or display. If selling, give price range

\$ _____

Fair Use Only

BOOTH # _____

PARKING PASS _____

MCFA INSURANCE YES / NO

CERTIFICATE OF INSURANCE _____



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INDOOR SPACE REQUIREMENTS

10 x 10 or 15 x 10 increments

Booth size requested _____ x _____ Do you need pipe & drape _____ Yes _____ No

What is the largest space you can attractively fill: _____ x _____ What is the smallest: _____ x _____

OUTDOOR SPACE REQUIREMENTS

Cost is \$ _____ per foot with centers measured by long and short footage. Corners are measured by the longest side. Size must include awnings, non-removable hitches, doors, tent stakes.

Do you have: _____ Tent _____ Other _____

Front Footage: _____ Depth: _____ Center _____ x _____

REFERENCES

Have you ever exhibited at the Martin County Fair: Yes _____ No _____

If yes, when: _____

List name of company at that time: _____

Please check organizations you are a member of: _____

How many years has your business been in operation? _____

For your application to be considered, all parts of this form must be filled out completely. This is an application for space. Application does not guarantee space. Deposits are expected with application is approved only. If contract is offered and approved deposits are due immediately.

IMPORTANT!!

NEW VENDORS: This application **MUST** include a recent photo of your set up. Applications without photo will not be considered. **RETURNING VENDORS:** Please include pictures of booth(s). Any changes in products sold or booth appearance must be included in your application.

- For your application to be considered, all parts of this form must be filled out completely – This is an application for space. Application does not guarantee space.
- Deposits will **NOT** be accepted with applications. **IF** a contract is offered, deposits are due immediately.
- **Proof of Insurance** should be filled out entirely and up to date.



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- 1. INCORPORATION INTO AGREEMENT:** These rules, as amended from time to time, ("Rules") are incorporated by reference. Upon execution of the Agreement, Exhibitor agrees to abide by all Rules as stated. It is the responsibility of the Exhibitor to be apprised of all Rules and to educate all employees, agents, servants, guests, invitees, etc. of them as well.
- 2. STATUS OF NAME, ADDRESS, ETC.:** The Exhibitor represents the legal name as on the Agreement as well as the address, telephone number and name of authorized agent(s) is accurate and correct in all respects and makes this as of the date of the agreement and absolute authority to legally bind the Exhibitor. Exhibitor must be in good standing and active. If not a Florida business legal name, fictitious name, address, telephone number, or authorized Agent, which is forwarded to the fair, in writing, no later than three (3) days after the change.
- 3. PAYMENTS:** Payments are due when contract has signed and approved by MCFA management. Martin County Fair will only except cash, certified or cashier's check or credit card prior to one month before opening day. No space can be occupied until full payment is complete. If exhibitor fails to pay at time of application, no set up will be aloud.
- 4. MAIL & DELIVERIES:** The Martin County Fair will accept deliveries on behalf of exhibitors. The Exhibitor(s), always, assume the risk of loss of all shipments delivered to the fair and releases the fair of all responsibility for the receipt and storage of all shipments. The exhibitor waives all liability and responsibility for loss and damage caused to any shipment against the fair regardless of the care or, or lack of care, exercised by the fair or its officers, agents or employees in handling, storage, or delivery of the shipment. No shipment will be accepted after the event is over. All shipments shall be returned to carrier which remains unclaimed as of the close of the event.
- 5. EXHIBITOR CREDENTIALS:** Each exhibitor and any personal must have an exhibitor pass and parking pass while entering and on the fairgrounds during the event. Car pass must be visible when parking for the event.
- 6. STOCK TRUCKS:** All stock trucks kept on the fairgrounds during the event must have a parking pass visible in front windshield. One stock truck per exhibitor will be permitted. Additional charges for extra needed stocks trucks on premises will be charged accordingly.
- 7. MOTORIZED CARTS:** No motorized carts or vehicles are permitted on fairgrounds except for fair manager and employees.
- 8. EXHIBIT SPACE:** Exhibitor agrees that the exhibit and concession space is revocable, limited, and non-exclusive. The parties hereto agree that exhibitor's rights are not to be construed as a lease, easement, or other interest in property of the fair. The fair reserves the right, to accept, reject or to move, reposition or exclude any exhibit or as necessary during the term of agreement.



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9. **EXHIBIT(S) CHARACTER:** All exhibitors must acknowledge the reputation of the fair in the community. The fair recognizes the production and presentation of wholesome, family entertainment. Exhibitors shall not exhibit, sell, and display any product or good contrary to the described in the agreement. Concessions or exhibitors are permitted to roam the fairgrounds as part of the exhibit or concession. The sale and or exhibit of any live animal must be approved by the fair. No tip jars shall be allowed.
10. **CONCESSION SIGNAGE:** Exhibitors selling food, drinks or merchandise must have price signs posted in prominent locations when the event opens and them must remain on display throughout the duration listing all prices in letters and numbers no less than 2" high. All items of food, drinks and merchandise and the pricing shall be approved in writing by the fair no less than thirty (30) days prior to the start of the event.
11. **BACKDROPS/DIVIDERS:** Backdrops no higher than eight (8) feet in height are permitted. All backdrops and side dividers must be designed that any part exposed to view, inside, outside or from the rear, must have a finished appearance. All materials must comply with the requirements of law, rule and ordinance of any governmental agency having authority over such matters.
12. **LOUDSPEAKERS/AUDIO:** If audio or video equipment is used no lecture or speaker noise reaching beyond ten (10) feet of exhibit space and video screens must be placed in the exhibit space so that the spectators watching them will not block the aisle. No sound can be amplified by exhibitor which can be heard clearly more than ten (10) feet from exhibit space.
13. **TV/RADIO SHOW:** Any exhibitor who desire to have a regular or special radio or TV broadcast or televise directly from an exhibit or concession space, shall first obtain the fair's written approval, which approval may be arbitrarily withheld or conditioned.
14. **FREE SAMPLES AND DRAWINGS:** NO free samples of food, beverage or any other product may be given away or otherwise distributed without prior written approval of the fair, which approval may be arbitrarily withheld in the sole discretion of the fair. Drawings that constitute a lottery in violation of the laws of Florida will not be permitted. Solicitation of donations of the gathering of signatures or other personal information is not permitted from anywhere outside the exhibit space.
15. **INSTALLATION AND REMOVAL OF EXHIBITS:** All exhibits set-up, must be completed and approved by the fair before 3:00 pm the evening before opening day of the event. All space not occupied by that time can be forfeited. All indoor exhibits must remain open the last day of the event until closing.
16. **EXHIBIT HOURS:** Exhibit must be open and staffed each day at published opening and closing times during the annual event. The fair reserves the right to adjust the closing time based on certain conditions. (i.e., attendance, weather, crowd size, etc.)



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17. **EXHIBIT PERSONNEL:** All exhibitors are obligated to ensure that all personnel working in the exhibit be appropriately dressed, clean and neat, with their hair neat and clean and clean shaven except for mustaches and beards that are neatly trimmed, deal courteously its patrons of the event, and not use rough or profane language, or drink alcoholic beverages while on the fairgrounds. Smoking is not permitted by any of the exhibit personnel who may be visible to the public, nor in any building. The use of ear and body rings should be discouraged and if used, should be done minimally and tastefully. Personnel with excessive, obscene, or lewd tattoos shall not be permitted to work on the fairgrounds by exhibitor.
18. **ALCOHOLIC BEVERAGES/TOBACCO PRODUCTS:** No alcoholic beverages or illegal substances as defined by the Florida of Federal Law, are permitted to be brought, consumed, or distributed on the fairgrounds by any exhibitor. No tobacco products are allowed to be sold on the fairgrounds, unless authorized by the fair in writing.
19. **DEFACEMENT OF FACILITY/PROPERTY:** Exhibitor shall not injure, mar, nor in any manner, deface said fairgrounds or any equipment contained and shall not cause or permit anything to be done on the fairgrounds property or equipment there should be in any manner injured, marred or defaced; and exhibitor shall not drive or attachment and will not make, nor allow to be made, any alterations of any kind to any of the fairgrounds buildings, property or equipment.
20. **HAZARDOUS AND TOXIC SUBSTANCES:** The exhibitor always agrees on the fairgrounds, not to have in its possession, collect, distribute, dispose, release or otherwise discharge any toxic or hazardous waste as defined by Florida and Federal law. In the event the exhibitor shall be in possession of such hazardous or toxic waste, the exhibitor shall immediately notify the fair management. Exhibitor agrees not to throw away refuse or empty any fluids on the ground. Grease barrels are provided for exhibitors in a location on the fairgrounds and must be used. If any exhibitor dumps grease at a location not authorized by the fair, they will be subject to a fine of \$1,000.00 for each infraction by the fair, plus any fine imposed by any governmental entity, and shall be deemed in material breach of the agreement and subject to immediate removal from the fairgrounds.
21. **FIRE EXTINGUISHERS:** All concessionaries cooking in deep fat fryers or ordinary fryers must have, at a minimum, a multipurpose dry chemical extinguisher rated at least 2A-15BC, or a CO2 extinguisher with at least a 15C rating and comply with the requirements of law, rule and ordinance of any governmental agency having authority over such matters. If applicable, high-pressure CO2 cylinders should be secured t a permanent wall or partition.
22. **HOLDING TANKS:** The fairgrounds does not supply holding tanks at any time. Holding tanks must be pumped as needed. Any water standing on the ground shall not be permitted.
23. **INSURANCE:** Exhibitors must provide commercial general liability insurance in the amount of \$1,000,000.00 with a \$250.00 per occurrence deductible naming the fair as an "additional named insured" in form and with an insurer acceptable to the fair. All insurance certificates and the declarations page must be provided to the fair no later than thirty (30) days prior to the event. Coverage must be through the event. Exhibitors failing to timely meet the obligations of this



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paragraph may lose its exhibit space, and under no circumstances will an exhibitor be allowed to set up, camp or otherwise enter on to the fairgrounds unless the above insurance is in place as of the opening of the event.

24. **CANCELLATIONS AND TERMINATION:** This agreement may be terminated at any time by the fair if the exhibitor utilizes the fairgrounds for a purpose or use different that listed on page one of the license agreement. Exhibitor expressly waives all damages against fair by reason of its termination of Agreement or disapproval of any performance, exhibit, etc. pursuant to this provision.
25. **SECURITY:** The fair agrees to provide general security for the fairgrounds, which is approximately 9 acres. The fair also agrees to lock and secure the building in which the exhibitor will exhibit their specific items. Fair does not warrant or insure against theft, vandalism, or any loss due to natural consequences such as hurricane, flooding, etc. or any other loss such as fire, to an exhibitor and the exhibitor shall obtain insurance to provide for any such loss and waives any claims for loss or damages against the fair. Exhibitor agrees that it shall be solely responsible for the safety and security of its own tangible personal property or tangible personal property owned by a third party but within exhibitor's possession, custody, or control. Exhibitor expressly waives any claim against fair, its officers, trustees, directors, employees and agents for any loss or damage by theft, fire or otherwise to such tangible personal property regardless of whether the fair, its officer, trustees, directors, employees, or agents are deemed negligent or not.
26. **OVERNIGHT CAMPING:** Exhibitor shall not cause or allow overnight camping, tent camping, sleeping or any such act on the fairgrounds or in any building or in any other area controlled by the fair without the written consent of the fair, which approval may be withheld in the sole discretion of the fair. Exhibitor shall not allow or permit any open fires on the fairgrounds.
27. **CANCELLATION BY THE FAIR:** The fair reserves the right to cancel this event for economic reasons or for the public good, or for events including, but not limited to acts of God, fire, flood, natural disaster, a threat of or a tropical storm, a threat of or a hurricane, inclement weather, war or threat of war, acts of threats of terrorism, civil disorder, unauthorized strikes, governmental regulation or advisory, recognized health threats as determined by the World Health Organization, Centers for Disease Control, or local government authority or health agencies (including but not limited to the health threats of COVID-19, H1N1, or similar infectious diseases), a pandemic, curtailment of transportation facilities, or other similar occurrence beyond the control of the parties. The exhibitor also agrees to forego and all claims for damages against the fair and further agrees to waive all rights which might arise by reason of the terms of this agreement and the participant shall have no recourse of any kind against the fair.
28. **OCCUPANCY INTERRUPTION:** Exhibitor waives all claims for compensation for all loss or damage sustained by reasons of any defect, deficiency, or impairment of the electrical, computer systems, telephone, plumbing and air conditioning installations or, any part thereof, furnished for the event on the fairgrounds or for any loss or damage sustained resulting from fire, black-out, water, wind, civil commotion riot, labor strikes, or act of God.



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- 29. PAYMENT FOR DAMAGES:** Exhibitor agrees to pay all costs and expenses, as determined in the judgment of the fair, of repair or replacement for all damages of whatever origin or nature which may have occurred during the term of agreement to restore the damaged property, fixtures and equipment or other parts of the fairgrounds to a condition equal to that at the time of this agreement went in effect.
- 30. COMPLAINTS:** All complaints by exhibitor or its employees, agents, including, without limitation, those relating to this agreement, the fair's policies, the fair's officers, trustees, directors, employees, or personnel, or the fair's other licensees, shall be dated and in writing and promptly and immediately sent to the exhibits or concessions managers at the fair office either by hand delivery or by email to the aforesaid staff member's email address.
- 31. EFFECTIVE DATE:** The effective date of this agreement shall be the date on which the last one of the fair's representative and the exhibitor's representative executes this agreement.
- 32. RENEWAL:** This agreement is only for the dates as set forth in this agreement. Exhibitor agrees that the fact that it has been granted space during the event in the past shall not entitle the exhibitor to any right to use the fairgrounds in the future. The fact that the exhibitor has been granted a particular space in the past does not create any right to such space in the future it being understood and agreed that the fair reserves the right to allocate space in its sole and arbitrary discretion. Additionally, nothing shall prevent the fair from granting an agreement to an entity which is competitive to the exhibitor.
- 33. SUCCESS:** The exhibitor agrees that it is solely responsible for its success. Exhibitor has not and will not rely on any advice or direction from any employee, officer, Trustee, Director, or agent of the fair, except as may be required under this agreement, in planning and carrying out its operation. The fact the exhibitor is restricted by and subject to the terms and conditions of this agreement or is moved to another location from previous years is a risk that exhibitor freely assumes. The exhibitor assumes no warranty or representation as to historic or anticipated attendance, or revenue, from the event.
- 34. BINDING EFFECT:** This agreement shall be binding upon and inure to the benefits of the parties and their respective successors in interest and/or assigns.



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INSURANCE REQUIREMENT INFORMATION

As per the Martin County Fair rules and regulations to exhibit and concession space license agreement included in Page 5 of this agreement for each exhibitor shall provide Commercial general liability insurance in the amount of \$1,000,000.00 with a \$250.00 per occurrence deductible naming the Martin County Fair Association, Inc. as an “additional named insured” in form and with an insurer acceptable to the fair. The policy shall contain a standard thirty (30) day cancellation provision and which policy is deemed primary and non-contributory.

It is very important the Martin County Fair Association is listed as “**Additional Insured**”. The policy must list the fair in the following manner: **The Martin County Fair Association, Inc.** A copy of Workmen’s Compensation coverage should be provided.

All vendors will be required to show proof of insurance upon acceptance of application. Policies will be reviewed to ensure accuracy on wording, dates, and coverage amounts; therefore, proof of insurance must be received by the fair no later than **thirty (30) days prior to the event.**

Please be advised, if insurance forms are not received by January 15, 2021, for review, it may result in loss of location. Vendors arriving without proof of insurance will not be permitted to set up.

We are available to answer any questions you may have and can be reached at 772.220.3247.

Sincerely,

Jay Spicer / Martin County Fair Executive Director



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R.V. DEALERS

Florida Outdoors RV Center	772-288-2221
Copley's	772-546-6416
La Mesa RV Center	833-891-7131
Grander RV & Outdoors	844-975-2003
Al's RV & Trailer Service	772-872-6124

LOCAL SERVICES

Downtown Stuart Laundry 736 SW Federal Hwy. Stuart	772-600-7924
Martin County Cleaners & Laundry 695 S. Colorado Avenue Stuart	772-287-1166
Helix Urgent Care 6515 S. Kanner Hwy. Stuart	772-463-1123
Powerhouse Gym Wedgewood Cmns. Shopping Ctr.	772-221-2121
Planet Fitness 41 SW. Monterey Rd. Stuart	772-242-0152
Pet Supermarket 2595 SE Federal Hwy. Stuart	772-781-1201
Petsmart 2435 NW. Federal Hwy. Stuart	772-781-1201

Dump Stations

Phipps Park 2175 Locks Road Stuart	772-287-6565
Flying J Travel Plaza 100 N. Kings Hwy. Ft. Pierce	772-461-0091