



The Afton Fair

July 6-9, 2017

www.theaftonfair.com



128th Afton Fair

CONTRACT FOR VENDOR SPACE
 AFTON FAIR
 P.O.BOX 15
 AFTON, NY 13730

Contact Rhonda at 607-437-8277 with questions.

AGREEMENT BETWEEN THE Afton Driving Park & Agricultural Association, Inc, HEREIN AFTER CALLED THE "ASSOCIATION" AND

| | | | | |
|---------------------|--|----------------------------------|--|------|
| BUSINESS NAME: | | | | |
| CONTACT PERSON: | | | | |
| ADDRESS: | | | | |
| CITY: | | STATE: | | ZIP: |
| PHONE NUMBER: | | CELL PHONE: | | |
| e-MAIL: | | | | |
| WEBSITE: | | | | |
| NYS SALES TAX ID #: | | <u>MUST POST IN BOOTH</u> | | |

Wherein it is mutually agreed as follows:

That the exhibitor hereby rents from the Association space to be designated by the Association as described in this contract during the Afton Fair dates above. This agreement is subject to the terms and conditions as attached to this agreement.

Items selling: (list all and must be approved):

| |
|--|
| |
| |

Inside Space Rent per foot Front as Follows:

| | | | |
|--------------------------------------------------------------------|--|--|----------------|
| NON-FOOD: \$25.00 per space for inside locations with locked doors | | | |
| | | | \$ |
| | | | \$ |
| | | | \$ |
| | | | \$ |
| | | | Page Total: \$ |



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| | | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------|----|
| TOTAL of Previous PAGE | | \$ |
| Outside Space Rent Follows: | | |
| NON-FOOD: – outside locations | | |
| \$2.00 a front foot for spaces with no electric or water hookup. \$4.00 a front foot for spaces with electric and water hookup. | # OF FRONT FEET | \$ |
| FOOD: \$6.00 a front foot plus electric fee. (Only gas grills and fryers for cooking). OUTSIDE FOOD SPACE REQUESTED: _____ WIDE _____ DEEP (allow for tent stakes/trailer tongues) | \$6.00 per front foot | |
| Electric (for food spaces) 110 v | \$50.00 extra | \$ |
| CAMPER SPACES with 110 v Elec & Water (no a/c ran off fair electric) | \$60.00 each | \$ |
| CAMPER SPACES w/o Electric & Water | \$25.00 each | \$ |
| <u>FOOD VENDOR MUST SUBMIT A COPY OF INSURANCE: Naming the Afton Driving Park as co-insured by July 1st, 2017 or the Association will add a \$75.00 to space rental for Association Insurance.</u> | \$75.00 for Association Insurance | \$ |
| Vendor passes \$10.00 extra (2 included with space rental) | \$10.00 each | \$ |
| | Total Due | \$ |
| 50 % DEPOSIT (non-refundable) DUE BY May 1st, 2017 to hold spot | 50% of total due | \$ |
| BALANCE DUE BY July 6, 2017 (prior to set-up) | Balance Due | \$ |
| Vendors must be set up by noon on Wednesday. | | |

Contact Rhonda at 607-437-8277 with questions.

Make checks payable to: "Afton Driving Park" and send to:
Rhonda Barriger
247 Johnston Circle
Sidney, N.Y. 13838

ANY CHECKS RETURNED FOR ANY REASON WILL BE ASSESSED A \$25.00 SERVICE FEE.

I AM IN AGREEMENT WITH ALL THE RULES AND TERMS OF THIS CONTRACT HERE IN AND ATTACHED.

Exhibitors Name Date

Concessions Manager's Name Date



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TERMS & CONDITIONS ATTACHMENT FOR AFTON FAIR

1. The concessions manager of said association will designate the place, location & amount of space to be occupied under the terms of this agreement. The exhibitor shall not sublet any part of the space.
2. Any and all business conducted under the terms of this privilege shall be conducted in accordance with the laws of New York State and the rules and regulations established by the Association, and in case of any violations of said laws, rules or regulations, and in particular any provision of the Agriculture & Markets law of the State of New York or in case conduct of said business is prevented by the division of State Police or any other duly constituted authority, the person to whom this privilege is granted shall forfeit all further rights without relief from any unpaid portion of the price or repayment of what has already been paid and upon such violation agrees to immediate surrender the grounds or space occupied under this privilege and cease doing business therein.
3. The person, firm or corporation to whom this privilege is granted covenants and agrees to assume and does hereby assume all liability and responsibility for all injuries and damages sustained by other persons, firms or corporations, as a result of the negligence and/or wrongful doing of himself or his agents, servants or employees by reason of any improper or defective equipment used or the manner in which the same is used, or by any if the distribution of any unwholesome or unfit food or beverage on the grounds of the association, or by reason of any other act or omission for liability therefore occurs, and furthermore, said person, corporation, or firm to whom this privilege is granted, covenants to pay all damages, losses and expensed incurred by reason of the foregoing and to indemnify and save harmless the Afton Driving Park and Agricultural Association, Inc. and it's representatives.
4. The officers and agents of said association reserve the right at any and all times to enter upon and examine the premises occupied by the person to whom this privilege is granted and said agents or officers at to be the sole judges as to the legality or morality of the said games or exhibitions. Exhibitor agrees to be bound by; the association's decisions on points not covered herein.
5. The privilege granted herein shall also be subject to compliance with all provisions of the Public Health Law of the State of New York. All rules and regulations adopted by the local board of health, department of Agriculture & Markets & Sanitary code of the State of New York.
6. No beverages shall be served in glass containers.
7. All vendors' vehicles **must** be parked in designated area.
8. There shall be no exclusive privilege granted under the terms of this agreement, unless specifically designated herein writing, however the space allotted to the person whom this privilege is granted shall be used only for the privilege designated herein writing.



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9. This contract shall be null and void unless, the person to whom this privilege is granted shall require compensation for the benefit of and keep insured during the life of the this contract, such employees (whether of the person, firm or corporation executing the contract or as an independent of subcontractor) as are required to be covered by the provisions of the Workmen's Compensation Law of New York State.
10. The exhibitor agrees to have his exhibit in place by noon on Thursday July 9 and the exhibitor further agrees that they will not remove any or all parts of their exhibit before 6 pm of the last day of the fair. The exhibitor further agrees that if all or any part of the exhibit is removed before 6 pm on the last day of the fair that they will pay a penalty charge for early removal. Penalty charge will be assessed at the discretion of the Fair Board and will not exceed 50% of all fees paid by exhibitor including space charges, electrical hook-ups, exhibitor passes, tent rental fees etc.
11. The use of electrical power is restricted to the discretion of the fair electrician. If you need assistance you **must** speak to the electrician or contact the gate office to have the electrician contacted.
12. All deposits and fees are non-refundable.
13. Any checks returned for any reason will be assessed a \$25.00 service fee.