

Rowan County Fair

CONCESSION SPACE LICENSE AGREEMENT (Food)

THIS AGREEMENT is made this _____ between ROWAN COUNTY FAIR Authority and:

Name of Concession _____

Address: _____ E-Mail: _____

City, State & Zip: _____

Contact: _____ Phone # _____

Contact person **HEREINAFTER** referred to as "LICENSEE".

WHEREAS, Licensee desires permission to operate an exhibit or concession in space of the Authority during Authority's "Fair" subject to and upon the terms and conditions of this agreement, Authority hereby extends to Licensee, and Licensee hereby accepts and agrees to perform, a License to use the "Licensed Space" at the location described below.

NOW THEREFORE:

SPACE LICENSED, in consideration of the payment by Licensee and the reservation of the space by Authority, subject to and upon the terms and conditions of this agreement, Authority hereby extends to Licensee, and Licensee hereby accepts and accepts agrees to perform, a License to use the " Licensed Space" at the location described below.

PERMITTED USE AND TIMES OF USE. Licensee shall use the Licensed Space only during the days and the hours of the Fair and at such other times as are expressly permitted hereunder. Licensee shall use the Licensed Space for and only the Permitted Uses described below.

(A) **DATES OF FAIR:** September 16th – 21st

(B) **LOCATION:** _____

(C) **FEES** to be paid by Licensee:

(1) **Space Fee** \$ 800

(2) **Insurance** \$ _____

(3) **Total Due** \$ _____

(B) **FULL PAYMENT MUST BE RETURNED
WITH THIS CONTRACT NO EXCEPTIONS**

Make Checks Payable to: Rowan County Fair (Fed Tax ID: 56-0797945) **Rowan**

County Fair Association – P.O. Box 66 Salisbury, NC 28145-0066

PAYMENTS. Full payment is due when sending this contract. There will be no exceptions.

INDEMNITY. Licensee shall release, hold harmless and indemnify the Authority from any loss, liability or expense (including attorneys' fees) in any way arising out of or connected to Licensee's use of the Licensed Space or any other actions respecting the Fair.

INSURANCE. Unless otherwise specified in paragraph 3.0, Licensee shall procure and maintain a minimum of \$1,000,000 combined single limit bodily injury and property damage insurance coverage, including products liability, which names Licensee, its officers and employees as additional insured. The policy shall be written by an insurer authorized to transact casualty insurance in North Carolina, and the form of policy and insurer must be acceptable to Authority. The term of coverage must include all move-in and move-out times. Before receiving permission to move-in, Licensee shall tender an original certificate of insurance to Authority or other proof acceptable to Authority. In lieu of obtaining such coverage, or in addition to it, Licensee may pay the insurance fee stated on the opening page and request to be included as an insured under a user's liability policy procured by Authority. Licensee hereby absolves Licensor from act or omission in procuring such insurance. Authority does not undertake to act as risk manager, insurance agent or broker in any way. If Authority does not procure the policy, or if it be cancelled or determined not to insure Licensee, Authority shall have no further liability to Licensee except the refund of any premium paid to Authority or any portion of the insurance fee not paid for such insurance. The insurance policy may have contract liability endorsement, insuring the indemnity undertaking of Licensee to Authority. Licensee shall make its own determination as to whether the insurance which Licensee deems necessary to protect itself, Authority, and the public and to comply with its obligations under this Agreement. **If we need to add you to our insurance, it will be a fee of \$150**

UNCONTROLLABLE CIRCUMSTANCES. Neither Authority nor Licensee shall be responsible shall be responsible to the other for conditions caused by war, insurrections, riots, labor unrest, strikes, severe weather, nor the like. In such circumstances, if the Fair is not held, the Authority shall return Licensee's Deposit and Balance.

USE BY OTHERS. This license is personal to Licensee and may not be sold, transferred, assigned, used as security, or otherwise disposed of by Licensee for the exercise by others.

CHARACTER AND SAFETY. The Authority reserves the right to remove from the Fairground any exhibit, show or concession or any part thereof, which the Authority deems objectionable and/or unsafe and no refund of money paid for space or privilege will be made, it being agreed that such action is taken. Licensee waives all claims of whatever nature against the Authority, its officers, employees, and agents.

LOUD SPEAKERS. Licensee will not use or allow to be used any loud speaker without written permission of the Authority. Authority may determine, at his discretion, the proper volume decibels and failure to comply may result in contract cancellation.

DRAWING. Registrations for drawings are permissible provided they are properly conducted and in no way be constructed as a lottery or other violation of North Carolina Law.

OUTSIDE EXHIBIT SPACE. The Authority will not be responsible for the theft or vandalism of outside exhibit space.

OPERATING HOURS. The Licensee agrees to open and operate stand or exhibit space during the operating hours of the Fair.

CONCESSION PRICES. Food concessions will be within 1\$ of another vendor selling the same item. The concessions manager will have the final say in any disputes about this.

REGULATIONS. The Authority reserves the final and absolute right to interpret rules and regulations and to arbitrarily settle and determine all matters, questions or differences in regard thereto, or otherwise arising out of, connected with, or incident to the Rowan County Fairgrounds. It further reserves the right to determine unforeseen matters not covered by these rule, to amend or add to these rules as in its judgment it may determine necessary.

SETUP OF EXHIBITS & CONCESSIONS. Licensee will have exhibit space and or concession in place and completed by 12:00 PM on **Monday September 18th.**

ELECTRICITY. Outside exhibit space will be a 220V-30 or 50 Amp Receptacle. If more power is needed, a fee will be charged.

Apperance. We ask that all workers be dressed with some type of identifying logo on their shirt. Contact Randall Barger (704) 640-2326 with any questions regarding this.

GENERAL INFORMATION

The Fair will officially open Friday September the 22nd at 5pm. The gates will open at approximately 5:30 pm to begin ticket sales. Gates are planned to close at 11 pm **ALL EXHIBIT BOOTHS MUST BE MANNED WHILE THE FAIR IS OPEN.**

You will be given a set number of passes for you and your workers to enter the Fairgrounds the day you set up your booth, and your booth rental is paid in full. ALL workers will have to pay to

enter the Fairgrounds if they do not have a ticket or pass. Additional passes may be purchased at gate prices.

The Rowan County Fairgrounds are located ¼ mile East of Interstate 85 on Julian Road, Exit 74. North or South bound on I-85 will turn right onto Julian Road at the ramp light to get to the Fairgrounds,

Any questions please feel free to contact me:

- **Randall Barger 704-640-2326**
email randall.bar43@yahoo.com