

Kosciusko County Community Fair, Inc.

July 9-14, 2018

Outdoor Vendor Application

"Barn To Be Wild"

"Exhibit A"

Business Name: _____

Address: _____ City/State/Zip Code _____

Phone Number: (_____) _____ **Indiana Sales Tax Number:** _____

Contact Person: _____ Phone/Cell# (_____) _____

E-Mail Address: _____

Certificate of Insurance Attached: YES NO (Will be required prior to set up)

Description of Services and/or Merchandise sold. _____

Please include a photo of your concession. _____

FEE SECTION: PLEASE CHECK YOUR NEEDS AS APPLICABLE
NO REFUNDS WILL BE GIVEN

All Equipment must stay within your rented space. **ALL GREY WATER NEEDS TO BE DISPOSED OF PROPERLY (see enclosed map)**

Campsite Needed: Price is for the week of the fair, beginning **Sunday night July 08th thru Saturday night July 14th, 2018.**

____ Yes ____ No If yes: ____ (30 AMP) \$145 for week or ____ (50 AMP) \$165 for week

Storage Unit(s) needed:

____ Yes ____ No If yes: ____ \$18.00 (30 AMP) per day, or ____ \$22.00 for (50 AMP) per day for ____ days

Number of Concession trailers you will be bringing that require electric hook up _____

Electricity required for Concession trailers: 110V _____ AMP _____ 220V _____ AMP _____
(SEE BELOW FOR ELECTRICAL PRICES)

Note: Electrical hook up is by the number of Concession units needing power. (Exam: You need 40' foot of frontage but are putting two units in that space, that is two hook ups, requiring two electrical hook up fees!)

Do you need water hook-up YES NO (no extra charge)

If interested in PRIME SPOTS call office for availability & cost.

All exhibit spaces are \$40.00 per frontage foot.

All Frontage space in 10 feet increments requested # of Spaces: *

***Depth requested is NOT guaranteed.**

Depth requested: * _____ # _____

Space Rental \$ _____

Comes with **TWO** vendor passes for main gate

Camping Fee \$ _____

Camping in NOT allowed in a vendor space, only in camping areas

Sales Tax (7%) \$ _____

Please figure sales tax for the amount of space rental and camping only.

Electrical Charge \$ _____

20 AMP = \$60, 30AMP = \$75, 60 AMP = \$100, 100 AMP = \$130

Per Concession trailer

Storage Unit Fee \$ _____

Additional Passes \$ _____ @ \$10.00 ea. **NOTE: It is the vendors responsibility to ensure their**

Employees have access to fair. If employees do NOT have pass

To enter fair, they will be charged admission at front gate.

NO RUFNUDS WILL BE GIVEN

Total \$ _____

Deposit paid \$ _____ **Amount Due \$ _____**

Please remit with 1/2 of Total Due as Deposit by April 4, 2018, to: Kosciusko County Community Fair, Inc.
Balance Due by June 13, 2018

P.O. Box 1093
Warsaw, IN 46581-1093

Date:

Applicant's Signature

Date

Kosciusko County Community Fair, Inc.

**Kosciusko County Community Fair, Inc.
OUTDOOR VENDOR AGREEMENT**

This Agreement made this _____ day of _____, 20 _____, by and between Kosciusko County Community Fair, Incorporated, an Indiana not for profit corporation, having its principal place of business at 1400 East Smith St., Warsaw, Indiana, (herein called "Fair"), and _____, having its principal place of business at _____, (herein called "Concessionaire"),

WITNESSETH:

WHEREAS, Fair owns and operates a county fair ground in the City of Warsaw, Kosciusko County, State of Indiana; and

WHEREAS, Concessionaire operates a business throughout Indiana and is prepared, equipped, qualified, to operate its business suitable to the ordinary needs of the Fair at prices comparable to those generally prevailing in the State of Indiana; and

WHEREAS, the operation of Concessionaire's business is a desirable service to the customers of the Fair's events; and

WHEREAS, it is the intent and desire of the Fair that its customers shall enjoy the services and/or products available through the Concessionaire;

IT IS THEREFORE AGREED AS FOLLOWS:

CONSIDERATION AND GRANT OF CONCESSION

In consideration of the mutual promises and covenants herein, Fair leases to Concessionaire and Concessionaire hires and takes from the Fair that part of the premises presently described in Exhibit "A" the application form which is attached hereto and made apart hereof together with any certain attendant privileges and rights as specifically set forth in said Exhibit "A" and in this agreement.

CONDITIONS OF THE GRANT

This grant is conditioned on the Concessionaire's obtaining licenses to operate its existing business from the proper government authorities.

CONDITIONS PRECEDENT

This agreement is conditioned upon the Concessionaire's compliance with all of the terms and conditions described in the application form marked Exhibit "A" and attached hereto.

SERVICES TO BE PERFORMED BY CONCESSIONAIRE

Concessionaire shall perform all services described in Exhibit "A" at a fair, legal, reasonable, and nondiscriminatory basis to the public at the location described in Exhibit "A". Services shall be prompt, courteous, and efficient, and shall be adequate to meet the demands of the customers of the Fair. **Concessionaire shall keep the premises in a safe, clean, orderly, and inviting condition at all times satisfactory to Fair.** All services provided by Concessionaire shall comply with all federal, state, and municipal laws and regulations. Concessionaire shall obtain and maintain continuously all necessary licenses for the operation of its business hereunder.

Concessionaire shall, in the operation of its business hereunder, maintain and make available to the Fair's customers its usual services during the operation of the Fair's activities.

PERSONNEL

Concessionaire shall at all times retain an active, qualified, competent, and experienced person to supervise the concession operations on the Fair's premises, and someone who is authorized to represent and act for the Concessionaire in all respects except to modify the terms of this Agreement.

Concessionaire shall require all its employees to be properly dressed at all times; they shall be neat and courteous at all times and shall not use improper language or act in a loud, boisterous, or other improper or illegal manner.

The performance of these personnel requirements by the Concessionaire shall be determined at the sole discretion of the Fair. Concessionaire shall replace any employee or other person under Concessionaire's control whose conduct Fair determines is detrimental to the best interest of the Fair's business.

OPERATION COST

All cost of Concessionaire's operation shall be paid by Concessionaire. Those costs shall include maintenance, repairs, utilities, liability and casualty insurance policies in which Fair shall be named as additional insured, and any and all taxes, cost of permits and license, and alterations or improvements to the Concessionaire's premises during the term required by the Fair in the operation of the Concessionaire's business on the Fair's ground.

TERM OF AGREEMENT

The term of this agreement shall be described and subject to the terms and conditions as described in Exhibit "A" attached hereto and made a part hereof.

BENEFIT AND OBLIGATION

All the terms, covenants, promises of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

MODIFICATION

No modification, release, discharge, or waiver of any provision hereof shall be of any force or effect unless it is in writing signed by both parties or their duly authorized agent, which agent shall be only an officer or officers of the respective parties and not merely an employee of the parties, except for the General Manager of the Fair, who is hereby given the authority and power to act and sign for the Fair in such matters.

ENTIRE AGREEMENT

This agreement supersedes any other agreements, either oral or written, among the parties regarding the nature of the parties relationship to each other and contains all covenants and agreements among the parties regarding their relationship.

GOVERNING LAW

This Agreement shall be governed and interpreted by and pursuant to the laws of the State of Indiana.

NOTICES

All notices to be given under this agreement by any party to the other party may be accomplished either by personal delivery in writing, or by mail, registered or certified, postage prepaid with return receipt requested.

ATTORNEY FEES

If any action at law or in equity is necessary to enforce or interpret the terms of this agreement, prevailing parties should be entitled to reasonable attorney fees, cost and necessary disbursements from the breaching party in addition to any other proper relief.

IN WITNESS WHEREOF, the parties have duly authorized and have caused the signing and sealing of this Agreement on their behalf on the day and year first above written.

Kosciusko County Community Fair, Inc.

Concessionaire

By: Jeanette Wood
Title: Office Manager

By:
Title: