



MARTIN COUNTY FAIR ASSOCIATION, INC.
 2616 S.E. Dixie Highway, Stuart, FL 34996
 PHONE: 772/220-3247
 Email: fairoffice@martincountyfair.com

Fair Use Only	
BOOTH #	_____
PARKING PASS	_____
MCFA INSURANCE PROVIDED	Y / N
INSURANCE PROVIDED	Y / N

VENDOR APPLICATION FOR EXHIBIT SPACE AT THE 2020 MARTIN COUNTY FAIR
February 12 through February 20, 2021

*Please read the "Rules & Regulations" COMPLETELY!
 This is an "application". Upon acceptance, it serves as a contract.*

Company: _____ Contact: _____

Address: _____ City: _____ St. _____ Zip _____

Phone #: _____ E-Mail Address: _____

RETAIL/COMMERCIAL VENDORS	
OUTSIDE Booth rental	\$550 _____
INSIDE Booth Rental	\$350 _____
<i>Includes: 10 wide x 12 deep space</i>	
<i>Electric</i>	
<i>Wifi (Indoor Only)</i>	
DOUBLE OUTSIDE Booth Rental	\$935 _____
DOUBLE INSIDE Booth Rental	\$595 _____
Non-Profit Booth Rental (Inside Only)	\$225 _____
MCFA Insurance, (If needed) add \$100.00	_____
Total:	_____
Less Deposit:	_____
Balance Due:	_____

OUTSIDE FOOD LINE	
_____ feet @ \$65.00 per foot =	_____
Electric Hookup \$150	_____
Water Hookup \$35	_____
Trash Pickup \$25	_____
Stock Truck Hookup \$125	_____
MCFA Insurance, add \$100.00	_____
Total:	_____
Less Deposit:	_____
Balance Due:	_____
*Approval for this Food Line based on availability.	

*****WHAT ARE YOU SELLING?*****

A non-refundable deposit of \$200.00 is due with signed contract. FULL payment must be made prior to set up. You will need to supply a Certificate of Insurance (\$1,000,000 minimum) from your insurance carrier and attach to this contract or purchase insurance through the MCFA for \$100. Exhibitors receive (4) exhibitor passes good for each day of the fair and (1) parking pass.

SIGN & RETURN form & deposit to the Martin County Fair Association, Inc.
*Checks should be made payable to "MCFA".
 ALL Credit Cards are accepted.*

The Fair Board reserves the right to decline or prohibit any activity, or part thereof, which, in its opinion, is not suitable. This agreement shall not be in force until it has been signed by a duly designated officer of the Martin County Fair Association, Inc. AND by the exhibitor or his duly authorized representative and FULL payment has been made to the Martin County Fair Association, Inc.

 Exhibitor Signature

 MCFA Signature

 Date

 Title

 Date

FOR OFFICE USE ONLY:

Amount Paid: _____ Check # _____ Date: _____

Balance Due: _____ Date Paid: _____

EXHIBITOR RULES and REGULATIONS

Booth Fees: All fees must be paid in full prior to occupying booth space. Possession of an unpaid booth space shall be construed as theft. If your application is rejected, your check will be voided.

Returned Check Fee: Checks returned by the bank will be charged against the issuer in accordance with Florida law.

Stop Payment: The issuance of a stop payment, chargeback, reversal, or cancellation of payment shall be construed as theft and may result in criminal prosecution or civil litigation to recover treble damages of fees and costs of collection.

Cancellations and Refunds: Barring dangerous or life-threatening conditions, Event will be held rain or shine. There will be no refund for inclement weather, failure to show, emergency cancellation, or any reason other than the rejection of your application. If Event is canceled for any other reason, contact the Fair Office for more info. Any and all refunds shall be subject to a \$25.00 processing fee. No refunds shall be made within 14 days of the event. Please provide a self-addressed stamped envelope to have your voided check returned. Application fees are non-refundable.

SET-UP of Exhibits: Exhibitors will be allowed (5) Days prior to the Fair's opening, to set up exhibits. All exhibits must be completed and approved by the Fair Board prior to 12:00 NOON on Opening Day.

PACK-UP of Exhibits: At the close of the fair, exhibits and structures that have been erected must be removed. **Under no circumstances will any exhibitor be permitted to close, dismantle, or move their exhibit during or prior to 12:01 AM on the last day of the fair.** Exhibitors not abiding by this regulation will be barred from the fair the following year. You are welcome to stay and pack up after the Fair closes at Midnight on the final Saturday. Vehicles will not be allowed on the fairgrounds until the last guest has left the property. All exhibit materials and equipment not removed within (1) week will be considered to have been abandoned and will be removed at the exhibitor's expense.

CLEAN-UP of Booth Space: Vendors are responsible for removal of all trash & waste from their booth. *If your Space requires cleaning by Fair Staff, a \$100 Clean-up fee will be charged to you or against your payout.* Please breakdown boxes and place in or next to the event's dumpsters or trashcans. No item(s) including but not limited to trash, boxes, displays, canopies, vehicles or trailers are to be left behind. Failure to comply may result in the issuance of a citation and the loss of future participation.

Vendor Parking: Each exhibit will be entitled to (1) parking pass only. Park only in the designated vendor parking areas. A parking pass will be issued to you that must be displayed on your dashboard in plain view from the driver's side. Do not occupy spaces that are intended for event patrons/ shoppers. This practice will benefit all booths at the event, including your own. Parking Violations will be enforced. Vehicles may enter the fairgrounds to facilitate restocking but a strictly prohibited from being driven or parked within the enclosed fenced area of the fairgrounds during the open hours of the Fair.

Booth Space Assignments: Returning vendors enjoy "first right of refusal" of past locations. All other booth spaces will be assigned by the Fair Staff. The Fair will do it's best to accommodate the "best available space" open at that time. The Fair reserves the right to move, discontinue, or limit the participation of any approved applicant at any time.

Character of Exhibits: The Martin County Fair is a family-oriented venue. As such, we reserve the right to prohibit the sale, rental or display of any item reasonably deemed objectionable from the standpoint of taste, quality or compatibility with the Fair Board. Items that will not be considered for sale, giveaway or rental include but are not limited to stun guns, switch blades, brass-knuckles, high-powered water guns, stickers, and pornographic and drug-related items.

Vendor selling items not approved on their application may be subject to one or more of the following: Confiscation of the unapproved item(s), a monetary fine of \$200.00 (payable on demand), and or your expulsion from the event without refund.

*NOTE: The Sales of Alcohol, Firearms, Tobacco, Weapons, Obscene Materials, Stolen Merchandise, and Illegal Paraphernalia are strictly forbidden.

Exclusivity: Exclusivity will not be granted to any one vendor; however, precautions will be taken to limit duplication of similar items. Sales will be restricted to those items listed on your approved application. You will be notified prior to acceptance if any of your listed items are required to be removed from your item list. Only sponsoring companies or entities may request exclusivity on certain products and services, if their request is granted; affected vendors will be notified prior to the event of their new limitations. If an affected

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vendor is not able to accept their new limitations, they may request to have their application rejected, and receive a refund in the amount of their booth fee. The vendor further agrees and understands that they are not entitled to receive any additional compensation.

EVENT HOURS: Set hours or days may be changed or adjusted due to forces of nature or occurrences beyond our reasonable control. Such changes will not be considered a breach of this agreement and will not constitute grounds for a refund.

Conduct: Customers view you as an extension of the Fair. You are required to conduct yourself in a safe, courteous, and professional manner. If you should have an issue with the event or a fellow vendor, promptly bring the matter to the attention of the Fair Manager so that we may attempt to remedy the situation. Unprofessional conduct that may be detrimental to the event including derogatory comments made to patrons or fellow vendors regarding the event, its staff, promoters and or sponsors may result in your expulsion from the event and further subject you to litigation for damages.

Dress Code: This is a Family Friendly event. Please observe Casual or Business Casual attire. NO shirtless, NO loose trousers off the waist, NO excessive revealing blouses. Violations as deemed by the Fair Management will result in being asked to leave and change clothes.

Vending: Vendors may only sell from the confines of their booth. If more space is required, please purchase additional space. Vendors shall not call out to, interfere with, harass, or solicit patrons at neighboring booths. Vendors shall not relocate, move, switch or trade booth space without the express consent of the Fair Manager. Your signage cannot be displayed anywhere within the event other than at your assigned booth. The use of amplified sound must be pre-approved by Martin County Fair and may not be disruptive to neighboring booths.

Exhibit Display & Decorations: Each exhibitor may equip his exhibit with display materials and equipment, furniture, lamps, potted plants, flowers and special set pieces provided they do not interfere with any other exhibit and may not be taller than (6) feet at sides.

Electrical Connections: Each exhibitor will be furnished (1) electrical outlet, (AC 110 Volts) for each (10) feet of exhibit space rented. Outside Food Vendors will be charged a \$100.00 Hook up fee. If you require additional outlets, or 220 Volt outlets for the operation of equipment, please bring this to our attention so that we attempt to accommodate your needs. An additional fee is required for power usage greater than 200 watts or for usage in remote locations. **NO ELECTRIC SPACE HEATERS MAY BE USED AT ANY TIME.** *Notice to all Vendors: Electrical other than 110v normal plugs will be hooked up by Martin County Fair Electrician. All water hook up will be by Martin County Plumber. Each Vendor will be charged \$25.00 Trash pick-up fee. If anyone hooks up their own utilities, they will FORFEIT their deposit & be asked to leave. All Points not covered by these rules and regulations are subject to a decision by the Fair Board. All decisions will be final.*

Security: Although 24-hour security is provided at the event, Vendors are fully responsible for their own personal property.

Give-A ways: Exhibitors will have the right to offer to the patrons any such give-away items as the exhibitor desires to offer, subject to the approval of the Fair Board, providing **that such items place no obligation on the part of the patrons.**

Audio Visual Equipment: If audio-visual equipment machines are used they must be entirely self-contained. They must run without a lecturer or speaker noise reaching beyond (10) feet of the exhibit and must be placed in the exhibit space so that spectators watching them will not block the aisle. No activities may interfere with the displays or activities of any other exhibitor.

Machinery in Motion: Machinery in motion must be located safely inside the exhibitor's leased space with sufficient safeguards and enclosures to adequately protect others. Machinery exhibitors accept full responsibility for injury or damage to the person or property of others.

LICENSES: Vendors are solely responsible for maintaining their compliance with relevant state, local, and federal health regulations, codes, licenses, and insurance.

SALES TAX: Vendors are solely responsible for collecting and reporting their own sales tax.

Insurance: Each exhibitor MUST carry general liability insurance (\$1,000,000.00 minimum) and shall submit a CERTIFICATE OF LIABILITY INSURANCE from the exhibitor's insurance agent. The Martin County Fair

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Association, Inc. will not be responsible for the loss of any exhibit or portion thereof whatsoever by reason of fire, accident, theft, damage to any goods, injury to the exhibitor, his agents or representatives or any other cause. It is recommended that the exhibitor carry insurance on his exhibit and merchandise.

Carbonated Beverages: The Martin County Fair Association, Inc. has awarded **COCA-COLA** exclusive rights to sell soft drinks, juices, bottled water and iced teas to all exhibitors on-site at The Martin County Fair. All soft drinks, juices, bottle water and iced teas must be purchased directly from Martin County Fair in the fair office. No product left over from any other event can be sold during the Martin County Fair.

Trash and Garbage: All trash and garbage must be in or adjacent to designated receptacles. Daily morning removal of trash will be provided by the Fair Association. All oil must be properly disposed of by the vendor.

Outdoor Vendors: Your canopy must fit within your booth space and be constructed to withstand inclement weather conditions. Canopies must be adequately weighted and or tied down. Vendors are solely responsible for any and all damages caused by their canopies. Failure to properly secure your canopy may result in your removal from the event, forfeiture of your booth space and or subject you to being cited or charged with causing a public safety hazard by local law enforcement. Canopies must have an attached label or tag affirming it was manufactured of flame-retardant materials.

Generators: Only pre-approved QUIET GENERATORS will be permitted. If your generator is deemed by Fair Staff to be disruptive or hazardous to your neighbors or the event, you must agree to immediately discontinue its use.

Fire Extinguishers: It is recommended that vendors have a fire extinguisher at their booth. It is however, Mandatory that All Food & Amusement Vendors have adequate fire extinguishing equipment at their booth space with current certification tags attached and ready for inspection by the Fire Marshal, this includes a Class K extinguisher if fryers are to be used.

Subletting of Space: No exhibitor will be permitted to sublet or transfer the whole or any part of the space rented him or display anything not specified on his contract.

Admissions: Exhibitors receive (4) exhibitor passes good for each day of the fair. Additional entries available for \$5.00 each. **Please buy your advance ticket on our website, or at the fair office.**

Compliance: Failure to comply with the Rules and Regulations governing this event may result in your expulsion from the event without refund in addition to being barred from future events. Respectful cooperation with local authorities is mandatory (i.e. State, County, & City Employees, Fair Staff and Volunteers).

GENERAL: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without giving effect to the principles of its conflict of law provisions. The Parties to this Agreement agree and consent to the jurisdiction of, and venue in the state or federal courts of Florida in all disputes arising out of or relating to this Agreement. If any provision of this Agreement is declared invalid or void by statute or judicial decision, any such action shall not invalidate the entire Agreement. It is the express intention of the Parties that all other provisions not declared invalid or void shall remain in full force and effect. This Agreement shall be deemed as drafted by both of the Parties and, thus, shall not be construed against any Party because that Party initially drafted any particular section, term or provision.

Signatures: Whether signed by hand or by electronic signature, and or delivered by facsimile, email of a scanned copy, or any other means of electronic transmission shall be deemed to have the same legal effect as that of an original signed copy of this Agreement delivered by hand, courier or postal service.

Enforcement of these rules and regulations: - terms and conditions are at the sole discretion of the Martin County Fair Association. Failure to enforce said terms and conditions shall not be grounds for breach of contract. The Martin County Fair Association reserves the right to make final interpretation of all event rules.

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Acknowledgement of Exhibitor Rules & Regulations and Waiver, Release and Hold Harmless Agreement

Name of event: 2021 Martin County Fair

Location: 2616 SE Dixie Hwy, Stuart FL 34996

Date(s) of event: Friday February 12th to Saturday February 20th, 2021

I agree and acknowledge as follows:

I, the undersigned, acknowledge that I have read and fully understand the agreement (Exhibitor Rules and Regulations), and that I voluntarily executed the same without inducement or promise not contained herein for myself and on behalf of my staff, employees, helpers, partners, volunteers, friends, family members and or spouse who accompany me at this event. I further understand that this agreement may affect my rights and I expressly agree that this agreement shall be construed as broadly as permitted by the law of the State of Florida, and that if any part hereof is declared invalid, the remainder shall remain in full force and effect.

Signature _____ Date: _____

Full Name _____
(Please Print)

Hold Harmless

1. **Release of Liability.** I, unconditionally waive, release, indemnify and forever discharge and hold harmless, The Martin County Fair Association, The Martin County Fair Manager and Board of Directors, The Government of Martin County, all sponsoring organizations, their directors, officers, employees, agents and volunteers, successors and assigns, and all other persons directly or indirectly liable, from all claims of legal or financial liability of any kind, including but not limited to, personal and economic injury, loss, costs, or damage arising out of or in conjunction with the above named festival or event, whether foreseeable or unforeseeable, including those resulting from negligence or fault, without regard to any hazards which may exist, whether hidden or obvious.

2. **Severability.** If any part of this Waiver and Release is found to be invalid, all other parts of this agreement shall remain binding and continue in full force and effect. I expressly agree that this agreement shall be construed as broadly as permitted by the law of the State of Florida.

3. **Acknowledgment of Voluntariness.** I have not been pressured or coerced in any way to participate in these activities. Any activities I undertake are done so voluntarily and solely for purposes of participating in or attending the above festival or event.

4. **Affirmation.** I affirm that I am an adult and legally competent to sign this release; that the terms of this release are contractual, and that this release shall be binding on me, my personal representatives, heirs, successors and assigns.

THIS IS A LEGAL DOCUMENT. BY SIGNING THIS DOCUMENT, YOU ARE GIVING UP CERTAIN LEGAL RIGHTS INCLUDING THE RIGHT TO SUE. YOU ARE ALSO ASSUMING CERTAIN OBLIGATIONS. NOTWITHSTANDING PRECAUTIONS TAKEN, ACCIDENTS AND UNFORTUNATE CIRCUMSTANCES MAY OCCUR AND THEREFORE THIS AGREEMENT MUST BE SIGNED BEFORE YOU PARTICIPATE IN THIS EVENT. IF YOU DO NOT UNDERSTAND THIS RELEASE, SEEK CLARIFICATION FROM A LEGAL ADVISOR.

I have fully read and understand the contents of this agreement and I further acknowledge that I voluntarily execute the same without inducement or promise not contained herein for myself and on behalf of my staff, employees, helpers, partners, volunteers, friends, family and or spouse who accompany me at this event.

Signature _____ Date: _____

Full Name _____
(Please Print)