



Alachua County Fair Association, Inc.

P O Box 5726, Gainesville, FL 32627

(352) 359-2196 or (352) 222-1676

Alachua County Fair Mailing Address: P O Box 5726, Gainesville, FL 32627 Fairgrounds Address: 3100 NE 39th St, Gainesville FL 32609

Email: AlachuaCountyFair@yahoo.com www.alachuacountyfair.com

OUTDOOR VENDOR SPACE APPLICATION / AGREEMENT Exhibitor:

Contact Name:

Address:

City:

State:

Zip:

Telephone:

Fax:

Cellular:

EMAIL:

Front linear feet needed:

Depth needed other than 20ft:

AMPs and voltage needed:

Whereas, Lessor, Alachua Co Fair Association, Inc., herein referred to as the "Fair" operates the rental during the Alachua Co Fair on the fairgrounds located at 3100 NE 39th Ave, Gainesville, FL 32609 and whereas the Lessee, the above named Exhibitor, hereinafter referred to as the "Exhibitor" desires to rent space on the fairgrounds, for the days of this year's Fair only, upon which to operate an Exhibit, the Fair and Exhibitor in consideration of the mutual undertakings contained herein and intending to be legally bound, do hereby agree as follows: All items to be displayed and/or sold must be listed and only listed items may be displayed and/or sold:

1. FEE: Total due is required upon the execution of this contract. Space location is not guaranteed until receipt of total amount due. All payments are to be made payable to " Alachua County Fair". If

payment is made with personal or company check, this agreement will only be valid once check has cleared the bank. If check does not clear the bank the booth may be resold.

2. The fee for food vendors is to be \$35/linear frontage foot and the fee for non-food vendors is to be \$25.00/linear frontage foot. Non food vendors may NOT sell ANY consumable items including water and beverages
3. 2. OUTSIDE SPECIFICATIONS: Space requirements should be listed in 1 foot increments in width and depth and should include tie down ropes, hitches, etc. Multiple tents and trailers must be approved by the Fair.
4. 3. ELECTRICAL SERVICE: Cords must meet NEC and minimum requirements of Alachua County. Concession must provide cords. Please make sure you fill in the amount of AMPS needed at top. Low voltage electrical service Fee is \$30. High voltage Electrical service fee is \$150.
5. ACCESS TO GROUNDS: The grounds shall be opened to exhibitors two hours before the scheduled opening time of the fair to the public. Exhibitors must open on time and close at schedule closing times. Not following this rule will be subject to not be invited back for the next year's fair. Exhibitor must be set up and ready to open by 2:00 p.m. Oct. 20
6. INSURANCE: Exhibitor shall furnish proof of liability insurance with at least a one million dollar (\$1,000,000.00) limit upon submission of this contract. The policy must name the Alachua County Fair and Alachua County as additional insured. Insurance coverage to begin at the time the Exhibitor arrives on the Fairgrounds for setup and continue until the Exhibitor leaves the grounds after the fair. Exhibitor must furnish proof of insurance prior to setting up any equipment on the fairgrounds. No refunds will be given if exhibitor cannot set up due to not providing proof of insurance as required.
7. LICENSES/PERMITS: Exhibitor agrees to procure at its expense all necessary state, county and municipal licenses/permits which are required for its possession or use of the space.
8. INSPECTION: The Fair reserves the right to inspect any exhibit at any time, without notice and without seeking consent, for determining compliance with the provisions of this lease and the law.
9. SUBLETTING: Exhibitor agrees that it will not sublease or assign the above specified space. It is further agreed that two or more firms may not occupy or use the same space. The use of the leased space for anything other than displaying and/or selling the items listed above is strictly prohibited.
10. OPERATIONAL HOURS: Exhibitor shall be required to be in full operation during all hours that the Fair is open to the public, without regard to weather. Operational hours of the fair will be set by Fair management and are subject to change at the discretion of Fair management without prior notice.
11. ROVING SALES: Roving sales are prohibited. It is specifically agreed and understood that this lease is for the space specified herein and that the aisles, walkways, common areas, or other parts of the fairgrounds are not considered a part of this contract.
12. SET-UP: Exhibitor shall be allowed to set up in its assigned space no sooner than 6:00 a.m. on Saturday Oct. 16 and must be set up and operational no later than 1:00 pm on Friday, October 19. Failure of Exhibitor to be set up or to not use the leased space will result in a breach of this contract and the Fair may resell the space. Exhibitor will forfeit any money paid.
13. MOVE-OUT: Exhibitor may not tear down or remove any portion of the leased area before the closing time of the fair, Saturday, October 27th, but everything must be removed from the Fairgrounds by 8:00 p.m. on Sunday October 28th, the day after the fair closes. Any items left on the

Fairgrounds after 8:00 p.m. on the 28th will be considered abandoned and will be disposed of by Fair and if applicable, the expense billed to Exhibitor.

14. EXCLUSIVES: The Fair maintains the right to grant exclusive agreements to exhibitors. An exclusive sales agreement must be set out in an addendum to this lease. The Fair reserves the right to stop sales by exhibitors of any product that violates such an exclusive agreement.
15. The Alachua County Fair Association and/or its management reserve the right to remove any vendor and/or a vendors employee/volunteer that is conducting them self in any manor at the discretion the fair is not conducive for the overall good of the fair. Any refund shall be at the sole discretion of the fair.
16. PROHIBITED ITEMS: Fair management has the right, at its sole discretion, to require Exhibitor to remove any item, article or any part thereof, including banners, signs, gongs, bells, balloons or other materials which it deems unsafe, unsuitable, objectionable, unattractive, distracting, obnoxious or otherwise in violation of this agreement at Exhibitor's expense. Prohibited items include, but are not limited to nails, staples, tacks or pins on any Fair property surface, paper stickers inside fairgrounds buildings, laser pointers/pens, fireworks of any nature, knives, weapons, mace, pepper spray, or any other item which in the sole judgment of the Fair may be a public danger or create a public hazard or would be detrimental to the premises. Any items that Fair management consider profanity, sexually explicit, illegal or "boot leg copies of copy righted material. Any items or materials that do not uphold the Family values standards of the Alachua County Fair.
17. SOUND LEVELS: Fair management maintains the absolute right to control sound levels.
18. VEHICLES: Deliveries onto the grounds will be allowed only by properly permitted vehicles. No vehicles will be allowed onto the fairgrounds later than one hour prior to opening on any operational day of the fair. In addition, all vehicles must be removed to the parking lots at least one hour prior to opening. Any vehicle in violation of this provision will be towed away and stored at the expense of the Exhibitor. No vehicle will be allowed back onto grounds until one hour after closing or the all clear is giving by security.
19. PASSES: 4 passes per space will be provided to Exhibitor according to the pass policy of the Fair in effect at the time of the fair.
20. SPACE ASSIGNMENT: The Fair reserves the right to make final space assignments to assure the best interests of the Fair, are served. If at any time, in the opinion of the Fair management, said exhibit or the Exhibitor is found to be detrimental to the interests of the Fair, the exhibit shall be removed or shall be relocated on demand at the discretion of the Fair management and at the expense of the Exhibitor.
21. FAILURE OF EXHIBITOR TO USE SPACE: In the event the Exhibitor does not actually use the leased space, it is agreed that no portion of the rental already paid will be returned and shall be considered liquidated damages for breach of the lease contract.
22. LIEN CREATED FOR MONEY OWED: The Fair shall have the right to retain all property belonging to Exhibitor which is brought onto the Fairgrounds in order to secure the payment of any and all sums of money due hereunder. Further, Exhibitor agrees that the Fair may sell or otherwise dispose of, either at public or private proceedings without notice to Exhibitor any such property for the purpose of satisfying any indebtedness due hereunder.

23. **NONWAIVER OF PROVISIONS:** The failure of the Fair in any one or more instances, to insist upon the strict performance of the covenants of this lease, or to exercise any option contained herein, shall not be construed as a waiver or the relinquishment of such covenant or option in the future, but the same shall continue and remain in full force and effect. The receipt by the Fair of rent with knowledge of any breach of any covenant herein shall not be deemed a waiver of such breach and no waiver by the Fair of any provision hereof shall be deemed to have been made unless expressed in writing and signed by Fair management.
24. **NO AGREEMENTS MADE OTHER THAN CONTAINED HEREIN:** No understanding or agreement exists except that which is specified in this lease and it cannot be cancelled except by mutual agreement in writing. **EXHIBITOR TO PAY COST OF COLLECTION:** Exhibitor agrees to pay the Fair all expenses which it incurs in connection with the collection of any sum due hereunder, including a reasonable attorney's fee.
25. **RIGHT TO CLOSE FOR VIOLATION:** For the violation of the terms of this lease or the local, state or federal law, the Fair shall have the right to declare this contract VOID and close the exhibit without recourse.
26. **APPLICATION APPROVAL:** Exhibitor agrees that this application is subject to approval and acceptance by the Fair's management and the terms of which shall not constitute an agreement for the lease of exhibit space until approval and acceptance by said management; **SUBJECT TO THE TERMS AND CONDITIONS LISTED AND MADE A PART OF THIS LEASE, THE UNDERSIGNED, AS LESSEE, HEREBY LEASES THE LOCATION(S) LISTED ABOVE FROM THE ALACHUA CO. FAIR, AS LESSOR, AND WILL PAY THE SUM AGREED TO AS RENTAL FOR SAID EXHIBIT SPACE.**

Alachua County Fair

Name:

Print Name:

Date:

PLEASE EMAIL SIGNED APPLICATION TO RESERVE YOUR SPACE MAIL ORIGINAL SIGNED DOCUMENT WITH PAYMENT TO MAILING ADDRESS: P O Box 5726, Gainesville, FL 32627 SPACE WILL NOT BE GUARANTEED UNTIL PAYMENT IN FULL HAS BEEN RECEIVED

All payments made after October 1 must be by Certified Check, Money Order or Credit Card.