



July 31st thru August 5th 2012

LICENSEE CONTRACT

NAME _____

DBA _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

PHONE _____ EMAIL _____

LOCATION: **MIDWAY** **GRANDSTAND** **ANNEX**

The above named LICENSEE acting as a Vendor or Concessionaire agrees to the following terms and conditions with the Chemung County Agricultural Society, Inc.:

It is understood that the LICENSEE will set up their concession by Tuesday, July 31, 2012; 9AM to meet the fair's scheduled opening. Release time shall not be before 10:00 PM, Sunday, August 5, 2012, the final day of the fair.

It is further understood the cost of exhibit space is computed based on \$20.00 per frontage foot of rented space. If needed, a flat rate of \$75.00 is added for electric and utilities for space rented on the Midway, and \$50.00 for under the Grandstand and Commercial Building. Each LICENSEE will also be charged a Building and Grounds Maintenance fee in the amount of \$20.00.

It is further understood that a deposit of \$100.00 is required with the return of this contract, with the balance due paid in full no later than 12:00 noon opening day.

This privilege is granted with the distinct understanding that the LICENSEE shall conform in all respects to the rules, regulations, and requirements of this Society. This LICENSEE must comply with the laws of the management of the Chemung County Agricultural Society and The State of New York, especially the laws relative to the conduct and management of the agricultural fairs.

This Society shall also have the right to hold in its possession, as collateral, any or all merchandise or articles, etc., that LICENSEE may have upon the grounds. These items shall be retained until payment is made in full, together with any cost or expense of collecting the same.

LICENSEE is required to furnish a certificate of insurance, showing evidence of the following minimum limits of insurance or as required by law, whichever is greater. All insurance shall be primary in all respects to and not look for any contribution from any insurance carried by Chemung County Agricultural Society.

1. Commercial General Liability, including contractual, products and completed operations with a minimum of \$1,000,000 single limits for bodily injury or property damage. "CHEMUNG COUNTY AGRICULTURAL SOCIETY, INC." shall be shown as the "Certificate holder" and as "additional insured." Certificates must provide for thirty (30) days notice of cancellation or non-renewal.

2. **Worker's Compensation & Disability coverage for employees.**

For all food vendors applying and or participating in the Chemung County Fair and any other county fair in New York State, this was just recently passed in New York State. No food vendors will receive a food permit without the workers comp or disability forms needed. Here's the link that will take you straight to the Temp Food Svc application:

http://www.chemungcountyhealth.org/usr/Food/TempFS_Appl.pdf

This is the link straight to the Worker's comp board to fill out Exemption form CE-200:

http://www.wcb.state.ny.us/content/ebiz/wc_db_exemptions/requestExemptionOverview.jsp

*****NOTE PLEASE SEND IN YOUR FOOD PERMIT APPLICATION PRIOR TO THE FAIR SO YOU WILL BE ABLE TO OPERATE OPENING DAY***** Chemung County Health Department will give the Concession Manager all food permits to distribute.*******

3. Business Auto if vehicles are going to be used on the Fairgrounds with a minimum of \$1,000,000 per accident.
4. Umbrella Liability may be used to meet the minimum limits for CGL and Business Auto.
5. All insurance must be with insurance companies licensed to do business in the State of New York with a Best rating of "A-" or better
6. All Certificates of Insurance shall be provided in original form to the Chemung County Agricultural Society, Inc. with a copy faxed to P. W. Wood & Son, Inc., (607) 266-9663 within five (5) business days of the signing of this agreement. Failure to meet this requirement shall suspend this license until such time as the condition is met. NO LICENSEE shall be permitted to set up until this condition is met.
7. If LICENSEE is unable to furnish Commercial General Liability insurance requirements, they can elect to purchase insurance through the Society at a cost of \$100.00 for the week. LICENSEE must notify the Chemung County Agricultural Society in writing within five (5) business days of signing of this agreement if it wishes to exercise this option.

NO EXCEPTIONS

The LICENSEE, being an independent contractor, is responsible for their own properties as well as the property of their employee's, or families, and any compensation due their employees.

LICENSEE shall be responsible for insuring their property against all risks of physical damage. LICENSEE releases from any and all liability and waives any right of recovery or subrogation against the Chemung County Agricultural Society, its officers, directors, employees and volunteers for any loss of, damage to or destruction of the LICENSEE'S property, including loss of use thereof, regardless of the cause of any loss, damage or destruction.

LICENSEE shall defend, indemnify and hold the Chemung County Agricultural Society harmless from all claims, demands, suits or liability, including reasonable attorney's fees for bodily injury, including death, or any damages to property including the loss of use thereof, arising out any negligent acts or omissions of the LICENSEE, its employees or agents and LICENSEE'S operations whether by performance, maintenance or while performing any work or services in connection with this agreement. For the purpose of this agreement operations shall include, but not limited to (1) transportation of persons, animals and equipment and all paraphernalia, (2) housing of persons, animals and equipment and paraphernalia, (3) actual performance and operations, including setting up and dismantling.

Both parties agree to the rental amount on page 4 of this contract. No money shall be rebated or refunded due to inclement weather or for any cause, with this exception: Should the Chemung County Fair be closed by Health Authorities or management due to epidemic or for any reason, rental will be charged for the number of days the fair is in operation on advertised dates and a pro-rated refund will be given.

This contract may not be altered in any way without the prior approval of the Chemung County Agricultural Society.

Concessionaires, exhibitor's agents, and employees must conduct all business from behind the counter, or within their assigned area. No person or persons shall solicit business, distribute free samples, or promote business in aisles, walks, or midways without the permission of the Chemung County Agricultural Society.

Any disputes or disagreements related to this agreement shall be resolved at the venue in Chemung County.

ANIMAL POLICY

No animals are allowed on the Midway. They are allowed in concession area but must be on a leash. All Licenses and Current Rabies Certificates must be available on site if asked to present to the onsite New York State Veterinarian.

SPECIAL RULES CONCERNING FOOD AND NOVELTY CONCESSIONS

All food concessions must carry a price card. The menu and prices on complete dinners and short orders must be posted. The price of all sandwiches and drinks sold separately must be posted. These price cards shall be of such size and type that they can be easily read from all sides of the establishments where the public is served. Grease and other liquid wastes must be placed in metal containers located in a designated area on the Fairgrounds for later removal. Vendors must comply with all rules pertaining to dumping of grey water under their food units. Any fines related to the above will be added to the vendor contract.

It is further understood that the LICENSEE will comply with the laws from the Chemung County Health Department regarding frozen desserts, food, and beverages. It is agreed that if the LICENSEE shall violate any of the Rules or laws, this society shall have the right to cancel this contract, and remove the LICENSEE'S concession from the Grounds, without prior notice to the LICENSEE. Whatever money has been paid will be forfeited to the society and the Society shall have the right to pursue recovering any balance, if any, which may be due.

Concessions shall rake and sweep around their rented space at the end of fair hours each day. Trash cans, boxes, and any other refuse must be placed in front of the concession area after closing each night for pick up. All drinks must be poured in to paper cups from cans or glass bottles. Only plastic or paper containers may be carried away from concessions.

The Chemung County Agricultural Society does not allow any novelty concessions to sell weapons such as but not limited to knives, guns and weapons of martial arts. Any vendor selling such items will be asked to leave the premises with no refund of any monies.

Beverages will be only sold by Food Concessions and not Novelty Concessions.

All concessions must operate under all safety rules including running electrical cords. All electrical cords must be no less than # 12 SO AWG and be UL Listed cord. Cords will be available for purchase if vender does not have one.

VENDOR CAMPING REGULATIONS

All vendors camping will abide by camping regulations. If a vendor is found not abiding by the regulations they will pay a monetary penalty for all violations. Fines pertaining to such penalties will be added to your vendor contract.

Below is a list of camping regulations to follow:

- No Dumping of Grey or Black water (A dumping site is on grounds)
- Recreational vehicles shall plug into receptacles that meet the code specifications for our recreational sites. The use of adapter plugs or "cheater" cords in most cases would not provide the adequate overload protection. Electric cords used for this purpose must be approved, of proper size, continuous without splices, and properly installed in the male plugs. The outer sheath should be installed in the caps and there should not be exposed individual conductors.
- All Electrical cords will be #12 SO AWG UL Listed

ADVERTISING

We are now offering our vendors the availability to advertise in our flyer and on our web site. This flyer is distributed at gates and all over the Southern & Northern Tier. Our website viewed by many to see what is happening at the Chemung County Fair. Price for advertising is \$20.00.

WEBSITE INFORMATION

<http://www.chemungcountyfair.com>

BREAKDOWN OF CONTRACT AS FOLLOWS:

MIDWAY:

FOOTAGE _____ @ \$20.00/FT _____

ELECTRICAL HOOK UP @ \$75.00 _____

ELECTRICAL 110 HOOK UP @ \$50.00 _____

BUILDING & GROUNDS MAINTENANCE _____ \$20.00

CAMPING @ \$25.00/ per night (6 nights) = \$150.00 _____

PARKING IN CAMPGROUNDS/ELECTRICAL
HOOKUPS @ 75.00 _____

GRANDSTANDS @ \$300.00 PER AREA _____

FAIR INSURANCE @100.00 _____

FAIR BROCHURE & WEBSITE ADVERTISEMENT @20.00 _____

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TOTAL CONTRACT _____

LESS DEPOSIT _____

BALANCE DUE _____

SEND PAYMENTS TO: CHEMUNG COUNTY AGRICULTURAL SOCIETY, INC.
P. O. BOX 191
HORSEHEADS, NY 14845

THE LICENSEE AND THE CHEMUNG COUNTY AGRICULTURAL SOCIETY HEREBY AGREE TO THESE RULES AND REGULATIONS.

LICENSEE NAME

DATE

APRIL L. BLAUVELT
CONCESSION MANAGER
CHEMUNG COUNTY FAIR
CHEMUNG COUNTY AGRICULTURAL SOCIETY
PHONE: H- (607) 215-0711 C-(607) 654-9619
EMAIL: alpie424@yahoo.com & alpie424@stny.rr.com

DATE