

### ATTENTION ALL CONCESSIONAIRES:

All Concessionaires must furnish liability certificate of insurance for \$1,000,000 with the Carroll County Fair as co-insured. All food concessionaires must have a temporary Carroll County Health Department Permit; otherwise the concessionaire **WILL NOT** be allowed to set up.

Food Concessionaires may only sell the food and beverage items for which they have contracted.

### ADDITIONAL PROVISIONS FOR ALL CONCESSIONAIRES AND EXHIBITORS

1. The Second Party agrees to save and hold harmless all organizers, officials and staff of the Fair from all claims of damages, demands and actions whatsoever in manner, as a result of the presence and operation of said Second Party at the Fair before, during and after the event named herein.
2. Second Party shall not reassign, sublet or apportion the whole or any part of the space allotted to any distributed or sold by the Second Party in the regular course of his business in this space.
3. Solicitation of Fair patrons by Second Party or agent of Second Party outside or away from Second Party's location(s) shall not be permitted.
4. Signs or advertising matter of any kind deemed objectionable by the Fair may be removed, without liability for damage therefore, by the Fair.
5. Obstructing of visitors passageways, use of public address systems, recorders, gong, bells, or any other objectionable devices or method of attracting attention shall not be permitted. Sides of booth shall conform to 4ft. high, at least 4' back from front of booth.
6. Any item or structure a leased facility or area shall conform and be operated in compliance with requirements of the Fair, Public Health agencies and all other County, State and Federal Laws, rules and regulations.
7. The Fair will provide night security. All outside tents and trailers should be secured as best as possible by the Second Party. Items left in the tents or buildings are at the risk of the Second Party. The Fair will do its best to see nothing is disturbed.
8. The Second Party is responsible for keeping all debris and refuse picked up in their assigned area.
9. The Concessions Manager shall be the final arbitrator of disputes concerning concessionaires or exhibitors.
10. The Fair shall not be responsible for any loss or damage to Second Party's person or persons of Second Party's employees or agents from any cause whatsoever, arising from the performance of this contract, and the Second Party in signing this contract expressly releases the Fair from any and all claims of such loss, damages or injuries. Any damage to the building due to carelessness or negligence of Second Party, Second Party employees or agents must be paid for by Second Party. Any improvements made to buildings must be pre-approved by The Carroll County Fair Board. Any structural improvements made to buildings (anything nailed, bolted, etc.) MAY NOT be removed.)
11. All or any part of buildings, stands, equipment and/or supplies used by the Second Party during the time set forth in this contract not removed from the Fair within 10 days from the closing of the Fair shall be deemed abandoned and become property of the Fair without notice.
12. Non-Food concessionaires or exhibitors **MAY give out samples** – at the discretion of the Concession Managers only. (Water is allowed without approval)
13. NO PROMISES, representations, agreements or conditions have been made or agreed to which are not stated fully herein.
14. If the Concessions Manager decides along with the President of the Fair Association that a Concession or Exhibit is not in keeping with the best interest of the Fair, party of the Second Part may be ordered to leave the premises without refund.