

## Kiwanis Ogeechee Fair Vendor Agreement

The Kiwanis Ogeechee Fair is an annual agricultural fair which draws in excess of 50,000 attendees during the six-day event. The Kiwanis Ogeechee Fair present an excellent opportunity for business and advertising exposure to potential customers from the multi-county area for which Fair attendees reside. The Kiwanis Ogeechee Fair is put on by the Kiwanis Club of Statesboro, a non-profit civic organization, as a way to raise funds for numerous worthwhile causes supporting our local community. We hope you will consider joining us for the 2017 Kiwanis Ogeechee Fair. The 2017 event will take place October 16th - 21st.

**Contact: John Banter**  
**Section Chairman - Vendors & Booths**  
**(912) 421-8592 john.banter@hotmail.com**

Vendors are allowed to show a video or slides and display products (family oriented please). However,

- No raffle tickets may be sold
- No games of chance allowed
- No product promoting or glorifying any illegal substance or product allowed.
- No alcohol may be sold or distributed on the fairgrounds.

**Outdoor Vendors ONLY:** Outdoor vendor space is based on a standard front foot of \$55.00 per foot with a standard depth of 10'. Frontage foot includes awnings, displays, and trailer hitches. Outdoor vendors will be assigned a set space (see Space Confinement Requirements below). Vendors from previous year will have first right of refusal to return. Outdoor Vendors will be supplied with three (3) vendor ID badges for use during the fair, which will grant access through the Vendor's Gate (Gate 3). Vendor ID Badges are to be worn at all times on the grounds. Additional ID badges may be purchased for \$30.00 each or day passes may be purchased for \$5.00 each. The Chairman of Outdoor Commercial Booths will issue passes when booth setup is complete.

**Food Alley Vendors ONLY:** Vendor space in Food Alley is based on one unit space. Food Alley units with access to cooking space are \$600.00 and food alley units without access to cooking space are \$250.00. Each unit is an individual vendor space, but multiple units may be rented. No vendor can re-sell or sub-lease their space without written permission from fair management. Vendors from previous year will have first right of refusal to return. No alcohol may be sold on the premises. Food Alley Vendors will be supplied with four (4) Vendor ID badges for use during the fair, which will grant access through the Vendor's Gate (Gate 3). Vendor ID Badges are to be worn at all times on the grounds. Additional ID badges may be purchased for \$30.00 each or day passes may be purchased for \$5.00 each. The Chairman of Outdoor Commercial Booths will issue passes when booth setup is complete.

**Space Confinement Requirements:** It is specifically agreed and understood the lease is for the space specified by the Chairman of Outdoor Commercial Booths and that aisles, walkways, common ways and other parts of the fairgrounds are not considered a part of the lease areas. Further, *Vendor agrees that all personnel and property used in connection with the lease space will be kept within in specified space. No "roving" sales or subleasing of space will be allowed. Vendors must wear Vendor ID Badge while working within the lease space.*

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**Insurance:** Vendor are required to maintain liability insurance for the entirety of the event. Vendors may submit a Certification of Insurance (ACORD) that indicates the Kiwanis Club of Statesboro, Inc. is additional insured for \$1,000,000 to cover the event. That Certificate of Insurance must state the following specifically: Kiwanis Club of Statesboro, Georgia, INC DBA Statesboro Kiwanis Ogeechee Fair is Additionally Insured. Dates - 10/16/17 - 10/21/17. This **MUST BE RECEIVED NO LATER THAN SEPTEMBER 1, 2017 and MUST COME DIRECTLY FROM YOUR INSURANCE COMPANY OR AGENT.** If you do not have a certificate of insurance (ACORD), an fee of \$\_\_ will be added to your rental fee. We will not be accepting deposits, security deposits, nor any refundable funds. Vendor shall be responsible for providing insurance for damages to their own equipment and/or food items.

**Payment:** Full payment is due at the time the Vendor receives the invoice and no later than September 1, 2017. Rental payments can be made to:

Kiwanis Club of Statesboro

P.O. Box 472

Statesboro, GA 30459

Booth spaces will be marked as processed when full payment, including insurance certificate is received.

**Cancellation:** This lease is subject to cancellation without further notice and without refund if total payment is not received in full on or before the deadline of September 1, 2017. LESSOR reserves the right to reassign the space at its sole discretion.

**Deliveries:** Properly permitted vehicles may make deliveries through the designated Vendor gate; however, no vehicles will be allowed inside the fairgrounds *two hours before* opening time each day of the fair. **NO** delivery vehicles will be allowed to enter the fairgrounds while the fair is in session.

**Inspection:** The Kiwanis Ogeechee Fair reserves the right to inspect any goods for sale or service delivery activity *at any time without notice and without seeking consent.* The Chairman of Outdoor Commercial Booths and/or the Fair Chairman are designated as the Kiwanis personnel authorized to conduct these inspections. The Fair Chairman has the full right to stop sales by vendors of any product unsafe or not appropriate to sell on the fairgrounds. The first infraction will result in a warning. The second infraction will result in closure without refund.

**Electrical Service:** Electrical Service will be provided to vendor if available in the section the vendor has rented. Vendor is responsible for determining power requirements. Vendor is responsible and will be held liable for any overload, misuse or damage which results from inadequate power supply.

**Security:** The Kiwanis Ogeechee Fair makes no guarantee against theft. To avoid theft or damage to property, booths should be manned during all hours the Fair is open.

**Trash & Cleanliness:** Vendors (both outdoor and food) agree to maintain a clean area around their space. Any trash or debris resulting from your booth or space will be disposed of daily in

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the supplied dumpsters located outside the Vendor Gate. Food Vendors disposing of grease may use the grease trap, but must keep grease trap area clean. Failure to do so may result in vendor no longer being able to use grease trap.

**Use for Other Purposes:** The use of the space for anything other than agreed by both parties is strictly prohibited.

**Vendor Set-Up:** October 14th 9 a.m. to 5 p.m. and October 15th from 2 p.m. to 5 p.m.

**Take Down:** All items must be removed and Vendors must vacate the leased space no earlier than 12 a.m. (Saturday midnight of the Fair) and no later than 5:00 p.m. Sunday, Oct 22, 2017. The Kiwanis Club of Statesboro is absolved of all responsibilities for any thing left after this time. During take down, vendor space must be returned to original condition. Food Alley booths must be cleaned and ALL trash taken to the dumpster. No trash can be left in Food Alley trash receptacles. **Items remaining on the Fairgrounds for 30 days after the Fair become the property of the Fair.** Security is no longer provided after 5:00 p.m. on Sunday, October 22nd.

**Modification:** This Agreement shall not be altered or modified except in writing and signed by both Parties.

**Relationship Between Parties:** This Agreement shall not be deemed to be, nor is it intended to give rise to, a partnership or joint venture relationship.

**Governing Law:** This Agreement shall be governed by and construed in accordance with Georgia law, without regard to conflict of laws principles.

**Venue:** In the event of any dispute arising pursuant to the terms of this Agreement, the Parties consent to sole and exclusive jurisdiction in the Superior Court of Bulloch County, Georgia. Each party waives any objection to improper jurisdiction or venue in said court.

**Indemnification:** Vendor release and discharges the Kiwanis Club of Statesboro, Inc. and its directors, officers, employees, agents, and members ("Kiwanis") from any and all liabilities for all personal injury or death or property damage arising out of or related to any action or inaction of Vendor or in connection with Vendor's exercise of this Agreement. Vendor will indemnify and hold harmless Kiwanis from any and all claims of any and all kinds arising out of or related to Vendor's action or inaction to include attorney's fees and all cost of defense.

**I, the undersigned, agree to these conditions as stated in this Vendor Agreement.**

**Vendor's Name** \_\_\_\_\_ **DBA** \_\_\_\_\_

**Date** \_\_\_\_\_

**Ogeechee Kiwanis Fair Representative** \_\_\_\_\_ **Date** \_\_\_\_\_