

January 27- February 5, 2023
CHARLOTTE COUNTY FAIR
EXHIBITORS CONTRACT

This is an agreement between Charlotte County Fair Association, Inc., whose address is 2333 El Jobean Road, Port Charlotte, Florida 33948- 1129, telephone 941- 629-4252, ("Fair Association"), and

(Please Print) Complete name of person, company or organization

Mailing Address City State Zip Code

=====

Phone No. Contact Person

hereinafter "Exhibitor", for space at the Charlotte County Fair:

Space Size _____ Booth No. _____
Copy of Exhibitor's Booth Identification Sign (inside space only)

1. Fair Association leases to Exhibitor and Exhibitor rents from Fair Association the above-described space at that Charlotte County

Fair located at 2333 El Jobean Road, Port Charlotte, Florida 33948-1 129,

2. Exhibitor shall pay to Fair Association the sum of \$40 per front foot 15' minimum , 5' increments (base rental), plus \$175 stock truck space where applicable. One hundred percent (100% of the said sum shall be paid by Exhibitor to Fair Association by opening day. Exhibitors executing this agreement on or after the said opening date shall pay the total sum in full upon execution and delivery. All payments made on or after the said opening date shall be by cash, money order or cashier's check. In the event that any sums remain due at the commencement of the term of occupancy as set forth below, then Exhibitor shall not be entitled to occupancy or to participation and all sums previously paid shall be forfeited as liquidated damages and this contract shall be deemed terminated.

3. The term of the Fair is January 27- February 5, 2023 inclusive. The fair provides the Exhibitor 2 days before and after the Fair for setup and clean up.

4. The booth shall be used and occupied by Exhibitor as follows: (please print a concise narrative.)

and for no other purpose.

5. This contract may not be assigned by Exhibitor without the written approval of Fair Association and any unauthorized attempted assignment shall be void. Exhibitor shall not sublet any portion of the booth and any attempted subletting shall be void.

6. Exhibitor shall indemnify and hold Fair Association harmless from and against any and all liability, damage, injury, actions or causes of action whatsoever resulting from the operation, conduct and use of the Booth by Exhibitor, its employees, agents, guests, patrons or customers.

7. Exhibitor shall provide insurance protection and coverage in either of the following manners:

A. Exhibitor, at its own cost, shall obtain and maintain during the continuance of its occupancy of the booth liability insurance written by an insurance company or companies approved by Fair Association, licensed to do business in the State of Florida. The insurance policy shall name the Fair Association as an additional insured. The policy shall be in the amount of at least \$500,000. A certificate of insurance shall be provided to the Fair Association prior to opening day _____ or at the time of execution of this contract for those executed after _____ or _____.

B. Exhibitor shall pay Fair Association \$200.00 (NON FOOD) which Fair Association shall use to pay an additional premium to add Exhibitor to Fair Association's liability insurance policy. Said payment shall be made on or before opening day or at the time of entering this contract for those entered after the said date.

8. Fair Association shall provide the booth space to Exhibitor unfurnished. Only common overhead lighting and access to a duplex 110- volt single phase electrical outlet for each ten front feet of booth space will be provided. Outside concession areas and Exhibitors will be furnished access to 110 volt or 220 volt current. Indoor/Outdoor Exhibitors will be charged according to need (see enclosed chart) for hook-up and will be charged for the cost of electrical current used. No electricity shall be used for heating purposes. Any extra lighting or electrical connections shall be at the expense of Exhibitor.

9. Exhibitor does not have any exclusive right to its product or exhibit at the Fair as a result of this agreement.

10. Exhibitor is subject to all federal, state and county laws and ordinances and promises to abide thereby.

11. The Rules and Regulations of the Charlotte County Fair are incorporated into this contract by reference (see attachment) and Exhibitor shall abide by the said Rules and Regulations. The Rules and Regulations may be amended at the sole discretion of the Fair Association and all such additional regulations shall bind Exhibitor as fully as if herein set forth.

12. Violation of any Rule or Regulation or any covenant of this contract shall be a breach of this contract. Upon breach of this contract by Exhibitor, Fair Association may, at its sole discretion, retake possession of the booth space and remove Exhibitor's exhibit and personal from the fairgrounds. Upon any breach of this contract by Exhibitor all money paid by Exhibitor to Fair Association shall be forfeited as liquidated damages.

13. Florida law shall control concerning the interpretation and enforcement of this contract. Venue for any proceeding concerning this contract shall be Charlotte County, Florida.

14. This contract shall not be binding upon the Fair Association until approved and executed by a duly authorized officer or manager of the Fair Association. The sales person with whom you have negotiated concerning this agreement has no authority to bind the Fair Association.

IN WITNESS WHEREOF, the parties hereto have, individually and through their properly authorized officers or agents caused these presents

to be executed at _____ the day and year first above set forth.

EXHIBITOR Base Rental \$ _____ RV Space \$35 per day _____
Insurance \$ _____ Electric \$ _____ Tax \$ _____ N/A _____ Total \$ _____

Deposit \$ _____

Balance Due \$ _____

Balance Amount paid in full \$ _____

By _____ Title _____

PLEASE DO NOT WRITE BELOW THESE LINE

Payment of \$ _____ under terms of the foregoing contract is hereby acknowledged (If check, subject to clearance.)

Accepted by CHARLOTTE COUNTY FAIR ASSOCIATION, INC.

By _____, Exhibits Coordinator

RULES AND REGULATIONS

PLEASE BE SURE YOUR EMPLOYEES ARE FAMILIAR WITH THESE

RULES AND REGULATIONS.

1. EXHIBITOR PARKING. Free parking is available in the Exhibitor's parking lot on a first come first serve basis, with proper parking permit only.

2. CHARACTER OF EXHIBITS. The Fair reserves the right to decline or prohibit any exhibit or part or element thereof which in its sole opinion is not suitable. This reservation concerns persons, things, conduct, printed material, souvenirs, catalogs and all other things. Exhibitors only have the right to distribute catalogs, souvenirs, and other matter approved by the Fair from the space occupied by them, but in no other way.

3. CONCESSION SIGNS. Concessions selling food or drinks must have price signs posted in prominent locations when the fair opens officially and they must remain on display throughout the duration listing all prices in letters and numbers no less than 2" high.

4. EXHIBIT DISPLAYS AND DECORATIONS. All Exhibitors may equip their exhibits with display materials and equipment, furniture, lamps, potted plants, flowers and special set pieces, provided they are not over eight (8') feet high in the area four (4') feet from background and in keeping with the general decorative scheme. The exhibitor will not permit his exhibit to obstruct the view of an exhibit in an adjoining exhibitor's space, nor permit such exhibit to be placed or operated in any manner objectionable in the opinion of the Exhibit Committee, or its duly authorized agent. to adjacent or surrounding exhibitors.

5. PICTURE MACHINES AND LOUD Speakers. If picture machines are used they must run without lecture or speaker noise reaching beyond ten (10') feet of exhibit and must be placed in exhibit space so that spectators watching them will not block the aisle.

6. TV AND RADIO SHOWS. Any Exhibitor who desires to have his regular or special radio or TV show broadcast or televised directly from his exhibit space shall have the right to do so, at his own expense with the Exhibit Committee's approval.

7. GIVE-AWAYS. Exhibitors will have the right to offer to the patrons any such give away items as the exhibitor desire to offer providing that such give-away items have no obligation on the part of the patrons and have been approved by the Exhibitors Committee. Drawings for gifts or premiums conducted by exhibitors must be made prior to the close of the Fair and the names and addresses of all winners delivered to the Exhibits Director. In no case may the exhibitor use the name of the Charlotte County Fair or the name of any fair visitor in any "you have won absolutely free" type mail-out program. Premiums or gifts won by fair visitors must be absolutely free with no additional payment of money or conditions attached. Drawings or plans that constitute a lottery in violation of the laws of Florida will not be permitted.

Promiscuous handing out of literature or promotional materials is not permitted even from within your exhibit area. Such literature may be available on your counter and distributed only upon request. Solicitation of donations is not permitted.

8. INSTALLATION AND REMOVAL OF EXHIBITS. Exhibitors will be allowed at least two (2) days prior to the show opening to set up. All exhibits must be completed and approved by the Fair before 12:00 p.m. the afternoon before opening day. All space not occupied at that time will revert to the Fair and all payments forfeited. Under no circumstances will goods or equipment be permitted to be moved out until after the closing hour of the Fair.

9. EXHIBIT MAINTENANCE. Exhibitors are required to keep their exhibit spaces free of trash, paper or refuse of any kind to be disposed of in a manner indicated or designated by the Health Department and/or the Fair each night. After Fair closing all trash is to be brought to dumpsters.

10. EMPLOYEE RESPONSIBILITY. The Exhibitor is hereby considered responsible for the conduct of any employees and shall see to it

that each employee is familiar with all regulations, and any person operating any exhibit shall be considered an employee of the Exhibitor.

11. No alcoholic beverages are permitted to be brought on the Fairgrounds.

12. Only vinyl removable adhesive stickers shall be brought for sale or give-away.

13. Exhibitors shall not deface walls with nails, screws, tape, etc. No tape may be used on floors.

14. During the operation of the Fair deliveries by truck on the grounds may be made before 11:30 a.m.

15. All decisions of the Fair Management are final. Rules and regulations will be enforced.

16. ABSOLUTELY DO NOT OFFER FOR SALE, GIFT OR PRIZE ANY ITEM(S) which law enforcement may consider as a weapon (knife, sword, razor, Chinese star, etc.)

17. No act or exhibit may come on the Fairgrounds without Fair Board approval.

18. Exhibitor's passes are not transferable and shall be forfeited if misused. No Exhibitor passes will be mailed, but the passes must be picked up at the Fair Association office.

19. The Fair will contract certain food and beverage wholesalers to have their products available on the grounds to furnish supplies to the Concessionaires.

CHARLOTTE COUNTY FAIR ASSOCIATION, INC.



THE PREMIER SHOWCASE OF CHARLOTTE COUNTY

CHARLOTTE COUNTY FAIR ELECTRICAL HOOK-UP FORM

Check the service that you need to do business safely and effectively.

Name of Business _____

Name of Owner _____

110 - 120 Volt Single Phase Service

20 Amp Service _____ \$75.00 Per Hook-Up \$ _____

30 Amp Service _____ \$85.00 Per

Hook-Up \$ _____

220 – 240 Volt Single Phase Service

30 Amp Service _____ \$95.00 Per

Hook-Up \$ _____

50 Amp Service _____ \$150.00 Per

Hook-Up \$ _____

60 Amp Service _____ \$185.00 Per Hook-Up

\$ _____

70 Amp Service _____ \$225.00 Per Hook-Up

\$ _____

100 Amp Service _____ \$275.00 Per Hook-Up

\$ _____

Stock Trucks Service

120 Volt Single Phase Service _____ \$75.00 Per Hook-Up

\$ _____

240 Volt Single Phase Service _____ \$125.00 Per Hook-Up

\$ _____

Camper Area \$35.00 a day Per RV
(Water, electric 30 amp, sewage included)