

**Newly Developed 2022 Rules & Regulations- Please review as contract info. and rules have been revised**

1. Merchants may start setting up displays/booths on Thursday, Aug. 17<sup>th</sup>, must be completely set up by Monday 10pm August 22<sup>nd</sup>. Once you have unloaded your vehicle to set up, please remove your vehicle from within the gates of the grounds.
2. Please check in with the Merchant Dept. office prior to set up to ensure your location. Merchant office follows main Fair board office hours, please check our website for detailed hours. (randolphfair.com).
3. All booths must be maintained in complete from opening day through the last day of fair, 8pm and must be adequately manned. Release time is Sunday at 8pm (August 28<sup>th</sup>). If you leave early, you will not be permitted to return in the future.
4. **Required Manned Hours: Newly Developed Manned Hours as of 2022' to assist our vendors**
  - **Tuesday, Wednesday, Thursday and Saturday: 10am – 9pm**
  - **Friday: 9am – 9pm (Senior Citizen Day)**
  - **Sunday: 11am – 8pm (Release, 8pm)**
  - Definition of Required Manned Hours- please know restroom breaks/food breaks are a given, please just do your best to ensure your booth is manned and if you need to leave the area, feel free to leave a note for us at your booth. We are also on site daily during the event from 7am – 10/11pm so feel free to come speak with us or if you have any questions.
5. Fire Inspection- Please expect the local fire department to inspect your booth area during the event dates. (Cords, lights, fans, etc.) You are responsible to ensure compliance with all Federal, State and local regulations/laws.
6. Exterior Exhibitors- Please be sure to have at least a 2A:10BC fire extinguisher that is properly tagged. Proof extinguisher has been checked by a licensed tech or receipt proving item was purchased within the last twelve months is required. Compliance is required and determines your ability to open your booth for business. Please ensure compliance.
7. All deliveries or restocking must be made before 11am daily, no trucks/private cars will be permitted through the gates due to patrons' safety. No vehicles will be permitted within the Merchant Building after opening day.
8. Subletting of space is prohibited. Merchant is only permitted to occupy their contracted booth measurements.
9. No solicitation or distribution of literature shall be permitted on the Fairgrounds except by qualified exhibitors who may use this privilege only from within the confines of their own booths.
10. Randolph Fair board reserves all rights to decline the sale of any item or revoke any contract during the fair or future application/contract requests.
11. The Merchant Department will not refund booth payments/camper or stock trailer on an executed contract.
12. An executed Merchant contract includes Merchant parking passes assigned by the Merchant office upon check in. Booth area does not include tables, chairs, cords, fans, signs or banners. Electric is available within the building and exterior poles but at a first come first serve availability. No fee for electric is free of charge.
13. **Worker passes are available for purchase, one day worker passes or weekly fair pass. Please check website for office hours and pricing. Your executed contract does not include entry tickets.**
14. No sale of drug/alcohol related items/images, confederate flag related items/images, raffle tickets, laser pointers, silly string, stink bombs, popper or similar items are strictly prohibited on the fairgrounds. An executed contract does not guarantee your business with no like sales, please be aware there may be like businesses on the grounds or near your booth. We will do our best to try and keep distance between like businesses.
15. No helium balloons are permitted in your booth as decorations or provided as handouts.
16. Merchant vendors are required to conduct themselves in a professional manner and are not permitted to conduct business outside of the contracted booth area measurements. Foul language, inappropriate behavior will NOT be accepted on the grounds or you and your business will be removed from this event and future events. Throwing items out of your booth measurements or using spot lights/PA Systems/Microphones to engage customers is not acceptable. Signature of an executed Merchant Contract provides full compliance by the business or entity. The fair board superintendent has the full right from the Society to remove and void an executed contract if rules/regulations due to non-compliance at any time.
17. All sale items are required to be within the contracted booth measurements. Please do not display items in a walk way or outside your measurements. You will be asked to remove them promptly due to safety.
18. No roving solicitation, distribution of literature, posting or displaying of signs, or the selling of, or free distribution of, merchandise shall be permitted. No signs are permitted outside of your booth measurements.
19. Aggressive sales tactics (yelling, following patrons, throwing items, etc.) are not permitted and it is up to the discretion of the department superintendent to determine.

Portage County Randolph Fair

**MERCHANT DEPARTMENT CONTRACT- 2022**

Portage County Randolph Fair c/o Merchant Dept. P.O. Box 213 Randolph, Ohio 44265

Phone: (330) 325-7476 / (330) 808-0254 FAX: (330) 325-1311

Email: cesler@randolphfair.com

20. Any and all complaints will be discussed with the executed contract point of contact and the manned associate at the time of incident for determination/resolution. Please understand we consult with the contract signatory or named individual not associates/friends/family etc. due to the acceptance of the contract rules and regulations. All personnel listed must be of legal age.

21. CAMPERS: Pre approval only and all campers must arrive by Thursday evening prior to fair (August 17<sup>th</sup>) no exception. Earlier is acceptable, please arrange with Charlie. Campers that do not arrive by this date will be turned away. Please contact Charlie 330-808-0254 to set up. Please ensure your contract includes the full payment fee/measurements and slide count for approval. Limited space is available in the Merchant area, no pumping or water available. Electric is available for no fee; you are responsible for your own extension cord though. This is a first come first serve basis, if you wish to camp in the Main Fairground camping area (with water, electric and pumping) please contact the fair office 330-325-7476 by May for details.

22. Stock Trailers: Pre approval only, please ensure your contract includes the full payment/measurements for approval. Limited space is available so please arrive earlier than later to ensure space.

23. All Merchants must provide liability insurance with your completed contract or prior to fair dates. Please do not set up unless we have your insurance on file. Minimum liability must be 1 million dollars and the Randolph Fair named as additionally insured. Full payment is required at the time of contract submission. No deposits will be accepted.

24. No refunds on executed contracts.

25. Cooking of any item is prohibited. If samples are provided, they must be in a sealed container for individual use/handouts.

26. Booths must be kept in neat and orderly condition.

27. Neither the Fair, nor any of its parent or affiliated corporations, nor any agents engaged in or visiting any exhibit, shall be held liable for damages that may be incurred to such exhibit. Applicant agrees to hold harmless and defend the Fair and its parent or affiliated corporations, against any claim arising by reason of the operation of the exhibit and the space licensed here under, or by reason of the actions of applicant or its agents or employees.

28. No spot lights, laser lights or speaker/sound systems may be used at your booth.

29. If you are fundraising/providing give-away' s for any entity this must be explained in your contract exhibit space section. Please understand your give-away' s might be other businesses goods/services.

Watchmen will be on duty constantly and all reasonable precautions will be taken against damage, loss or injury, by fire, water, storm, theft, or act of God, etc., but the Randolph Fair Board does not guarantee or insure the exhibitor against damage, loss or injury nor does it assume any liability in case of damage, loss of injury. Small and valuable exhibit material should be packed away each night.

Unless otherwise determined by the Society, the undersigned shall maintain a comprehensive commercial general liability insurance policy (including Premises Operations; Contractual Liability; Product Liability and Completed Operation; Board Form Property Damage) with liability limits of at least \$1,000,000 or greater and property damage limits of \$25,000 or more. Please ensure insurance agency includes business name. Proof of current insurance is due upon submission of contract.

Unless otherwise determined by the Society, the undersigned's insurance coverage shall be primary insurance as respects the Portage County Agricultural Society dba/Randolph Fair, it's appointed officials, employees and volunteers and that any insurance maintained by the Portage County Agricultural Society dba/Randolph Fair, it's appointed officials, employees or volunteers shall be excess to this insurance and shall not contribute to it.

Unless otherwise determined by the Society, prior to the fair, undersigned will provide the Portage County Agricultural Society dba/Randolph Fair with a certificate of insurance that confirms that the above insurance coverage is in place. The above signed merchant agrees that he will not hold harmless the Portage County Agricultural Society dba/Randolph Fair, its elected officials and appointed officials, employees, volunteers, or all others working in behalf of the Portage County Agricultural Society dba/Randolph Fair by reason of any and all claims asserted or attempted to be asserted against them and by reason of death or injury to persons or damage to property in any way connected or associated with this agreement.

The Lessee agrees to abide by and conform to all the LAWS of the STATE OF OHIO, the LAWS of the COUNTY of PORTAGE, RULES AND REGULATIONS, of the STATE OF OHIO AGRICULTURAL DEPARTMENTS (some exhibitors may be subjected to a license from the Department of Agriculture), and the RULES AND REGULATIONS of the PORTAGE COUNTY AGRICULTURE SOCIETY dba/RANDOLPH FAIR. The fair board superintendent has the full right from the Society to remove and void an executed contract if rules/regulations due to non-compliance at any time/or reason.

The rules and regulations as determined in this handout are considered final, a signed Merchant Department contract provides the Fair board your full understanding and acceptance.

If you have any questions please ask prior to your signature, we are happy to assist.