

Randolph Fair Merchant Department
 Rules & Regulations 2024
 Fair Dates: 20 August through 25 August 2024

1. **Check In-**

- Please check in with the Merchant Department office before setting up to ensure your location and paperwork are complete.
- Merchant office hours: We follow main Fair board office hours; please check our website for detailed hours or the merchant department door posting. (randolphfair.com).

2. **Set Up -** Merchants may start setting up displays/booths as early as Thursday, August 15th.

- Booths must be fully set up by Monday, August 19th, at 9 p.m., with no exceptions, to ensure a successful event. Set-up will not be permitted later, and the contract will be void with no refunds.
- Once you have unloaded your vehicle to set up, please remove it from within the grounds' gates. This will allow for safe traffic flow.

3. **Maintained Booth Requirements-**

- All booths must be maintained in complete form from opening day through the last day of the fair, 8 pm, and must be adequately manned.
- Release time: Sunday, August is Sunday, August 25th at 8 pm.
 - You are welcome to leave your booth as is and return Monday, August 26th from 7:30 am to 3 pm to remove your booth items. ALL items must be removed by 3 pm. Any items left will be discarded, and future participation will be declined.

4. **Required Manned Booth Schedule:**

Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
10 am – 9 pm	10 am – 9 pm	10 am – 9 pm	9 am – 9 pm	10 am – 9 pm	11 am – 8 pm

- Definition of Required Manned Booth- please know restroom breaks/food breaks are given; please do your best to ensure your booth is staffed. If you need to leave your booth, feel free to leave a note for us at your booth. "We will be back" sign/note. Please understand our patrons visit the department booths to buy/look at goods/services, not simply information on a table.
- NO Pets are permitted on the fairground property for the safety of these animals. The only exception is working service animals.
- The Merchant Department Superintendent (Fair Board Member) and/or Superintendent Assistant are on-site daily during the event from 7 am – 10 pm/11 pm daily; if you need anything, please get in touch with us.
 - Christy 330-727-0042 (text or call) / cesler@randolphfair.com
 - Charlie 330-808-0254
 - If you can not reach us due to cell phone availability, please visit the Fair Board main office and ask for us to be contacted via radio or leave us a note. We will respond as soon as possible.

5. **Fire Inspection-**

- Please prepare for a fire inspection of your booth area. (Cords, lights, fans, fire extinguishers (exterior booths), refrigerators, extension cords, etc.) You are responsible for ensuring compliance with all Federal, State, and local laws/regulations.
- **Exterior Booths:** Please have at least a 2A:10BC fire extinguisher that is appropriately tagged. Proof that your extinguisher has been checked by a licensed tech or a receipt proving the item was purchased within the last twelve months is required. Compliance is required and determines your ability to participate in the event. Please ensure compliance.

6. **Deliveries/Restock-**

- All deliveries or restocking must be made before 11 a.m. daily. Due to patrons' safety, trucks and private cars will not be permitted through the gates, and no vehicles will be allowed inside the Merchant Building after opening day.

7. **Subletting-**

- Is prohibited. Merchants can only occupy their contracted booth measurements as a contracted business; no booth sharing is allowed. One company per booth.

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8. **Contract Booth Footage-**

- A booth is considered ONE contract, no matter the footage. One contract – One business.
- Exterior Booths- please be aware that your measurements may include tent stakes from neighboring booths, but we will try our best to avoid that if possible.

9. **Tent Rental-**

- Please be aware that you are renting this equipment. Do not use nails, staples, hooks, etc., in tent poles, and do not hang anything on tent sides/fronts/back. Equipment damaged during rental will be charged to the renter at the total cost price.
- Tents rented after the event opening day, Tuesday, August 20th, will be charged an emergency set-up fee of \$75.00 in addition to the tent rental fee.
 - Please plan your tent rental before the event start date by adding the fee to your contract submission.
 - Neither the Randolph Fair nor the tent contractor is responsible for any damages, accidents, or vendor items inside or outside your booth measurements.
- **Merchant-owned tents:** Pop-up/easy-up tents only
 - You can use your own pop-up/easy-up tent; we do not allow stake tents. Please stay within your booth measurements.
 - Suggestions- please remember to drop your tent halfway down at night if the weather calls for rain; this will hopefully avoid damage. You will **NEED** to anchor your pop-up tent with more than the tent's provided stakes- please use buckets full of sand, cinder blocks, etc. The summer storms **WILL** destroy your tent if not properly anchored. Please provide your own supplies.

10. **No Solicitation Outside of Booth Measurements-**

- or distribution of literature shall be permitted on the Fairgrounds property except by qualified exhibitors who may use this privilege only from within the confines of their booths. No literature, signs, or roaming representatives outside your booth measurements are permitted. This includes more than one company vehicle(s) stationed on fair property contracted by a merchant vendor. Please remain in your booth measurements.
- If you are a returning vendor and have been warned during past events, the merchant department superintendent has the right to remove your business from the event and deny future participation.

11. **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.

12. **Refunds-**

- The Merchant Department will not refund booth/camper/stock-truck trailer or gate payments on an executed contract.

13. **Contract Includes/Does Not Include:**

- An executed Merchant contract includes Merchant parking passes assigned by the Merchant's office upon check-in and electric usage.
- The booth area does not include tables, chairs, extension cords, fans, signs, tents, or banners.
- Electric is available within the building and exterior poles at no fee. Please bring your own extension cords.

14. **Entry Gate Tickets are NOT INCLUDED WITH PAID CONTRACT:**

- Worker passes, one-day worker passes, or weekly fair passes are available for purchase.
- Please check the website for office hours and pricing.
- Your executed contract does not include entry gate tickets. Please visit randolphfair.com to purchase these before the fair dates.

15. **Sale Items Not Permitted-**

- Images or items related to drugs and alcohol, foul language printed on any items for sale, confederate flag-related items/images, racially offensive text or images, sale of raffle tickets, laser pointers, silly string, stink bombs, poppers, or similar items are strictly prohibited on the fairgrounds.
- No workers may wear attire with such items, including pictures or text.
- Executed signed contract provides understanding and acknowledgment of the Randolph Fair Merchant Department Rules & Regulations for 2024 and the code of conduct requirements.

16. Executed Contract-

- 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 to keep distance between like companies.

17. Helium Balloons not Permitted-

- Not permitted in your booth as decorations or provided as handouts due to safety concerns.

18. Merchant vendors are required to conduct themselves (Code of Conduct)-

- In a professional manner at all times, you are not permitted to conduct business outside the contracted booth area measurements.
- No alcoholic beverages are allowed on the ground's property.
- Foul language and inappropriate behavior will NOT be accepted on the grounds, or you and your business will be removed from this event and future events- the code of conduct applies.
- It is unacceptable to throw items from your booth measurements or use spotlights, PA Systems, or Microphones to engage customers.
- The signature of an executed Merchant Contract provides full compliance by the business or entity. Yelling or hawking is not permitted as a sales tactic.
- The fair board superintendent has the full right from the Society to remove and void an executed contract if rules/regulations are due to non-compliance.
- Treat your neighbor vendors professionally and courteously; if you are experiencing an issue, please let us know to avoid confrontation. We will address the issue/concern with confidentiality to ensure a positive outcome.

19. All sale items are required to be within the contracted booth measurements-

- Please do not display items in a walkway or outside your measurements. You will be asked to remove them promptly due to safety and Emergency accessibility. This includes signs, flyers, or handouts. This is a safety concern.

20. 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 a path forward for your participation.

21. Complaints-

- The incident will be discussed with the executed contract point of contact and the manned associate at the time of the incident for determination/resolution. Please understand that 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.

22. CAMPERS-

- Pre-approval only and must be included on your contract. All pre-approved campers must arrive with arrangements with Charlie on or before Thursday, August 15th, with no exceptions.
- DO NOT drop off your camper without approval and coordination with Charlie.
 - Earlier may be acceptable; please arrange with Charlie. Campers who do not arrive by this date will be turned away. Please get in touch with Charlie at 330-808-0254 to set up.
 - Please ensure your contract includes the total payment fee/measurements and slide count for approval. Limited space is available in the Merchant area, and no waste or water hook-up pumping is available. Electric is free; you are responsible for your extension cord.
 - Please include a sign in your window with the Merchant Booth Number/Your business name and your Emergency Contact Number. This is for safety reasons; any unmarked campers will not be permitted to rent a space. We will have signs in the merchant office to assist.
 - For the main fairground camping area (with water, electricity, and pumping), please get in touch with the fair office at 330-325-7476 by May for details.

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23. Stock Trailers/Trucks-

- Pre-approval only; please ensure your contract includes the payment/measurements for approval. Limited space is available, so please arrive earlier than later to ensure space.

24. Liability Insurance-

- All Merchants must provide proof of **liability insurance** with their completed contract.
- Please do not set up unless we have your insurance on file. The minimum liability must be 1 million dollars, and the Randolph Fair is named as additionally insured. Full payment is required at the time of contract submission. No deposits will be accepted.

25. Packaged Food Items-

- If samples are provided, they must be in a sealed container for individual use/handouts.
- Please follow the Portage County Health Department Farmers Market requirements to participate in any food/consumer products.

26. TRASH/RECYCLE Receptacles-

- Each vendor is responsible for using provided trash receptacles.
- DO NOT tear down or pile your boxes near the inside recycle receptacles.
 - Interior Booths: At the night's end, please tear down your boxes and stack them outside the merchant building near an outside recycle receptacle. DO NOT do this during the day and place inside the building!! PLEASE help us keep our grounds presentable and free of trash/recycling.

27. Booth Housekeeping-

- Must be kept in neat and orderly condition.
- Ensure safety requirements/ regulations are adhered to. Example- tripping hazards.

28. Fundraising / Donation Requests / Giveaways-

- Must be explained in your contract exhibit space section.
- Remember, no raffle ticket sales are permitted.

29. Rain or Shine-

- We do not close due to rain or inclement weather. The Emergency Management Agency and the Portage County Sheriff's Office continuously monitor our local weather and provide public safety updates to the Fair Board. If the fairgrounds are under weather threat, we will notify you with directions to ensure everyone's safety.

30. Patron Attendance-

- We do not guarantee patron attendance at any time during the event and will not provide refunds.

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 because of the operation of the exhibit and the space licensed here or because of the actions of the applicant or its agents or employees.

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. Still, 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, or injury. Small and valuable exhibit materials 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, 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 the insurance agency includes the business name. Proof of current insurance is due upon submission of the contract.

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

Unless otherwise determined by the Society, before the fair, the undersigned will provide the Portage County Agricultural Society dba/Randolph Fair with a certificate of insurance confirming that the above 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 on behalf of the Portage County Agricultural Society dba/Randolph Fair because of any claims asserted or attempted

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to be asserted against them and because 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 with your complete understanding and acceptance. Each executed contract vendor is responsible for ensuring event workers and set up/tear down personnel are aware of the rules/regulations as agreed to.

If you have any questions, we are happy to assist.

- The Merchant Department Superintendent (Fair Board Member) and/or Superintendent Assistant are on-site daily during the event from 7 am – to 10 pm/11 pm; if you need anything, please contact us.
 - Christy 330-727-0042 / cesler@randolphfair.com
 - Charlie 330-808-0254
 - If you cannot reach us due to cell phone availability, please visit the Fair Board main office and ask for us to be contacted via radio or leave a note. We will respond as soon as possible.