

INDIANA COUNTY FAIR CONDITIONS

Both parties to this contract agree to the following conditions, viz:

- 1 Take possession of space and be ready for business by 12:00pm Sunday of fair week.
- 2 Electric fees are to be determined by the concession manager based on usage needed. The fees are subject to change annually. The Management will properly light the midway. **No gasoline, oil or vapor stoves are permitted in or within twenty (20') feet of any building.**
- 3 All wiring leading from trunk or feed lines shall be provided by the Lessee, shall be proper size conductor for load, 4 wire for 240 volt hook-ups, 3 wire for 120 volt hook-ups. All electrical installations and disconnects shall be done by Indiana County Fair Association employees. No metal rods are to be driven into ground without approval by the Fair Management.
- 4 The rental privilege is not transferable without the written consent of the Management of the Indiana County Fair Association.
- 5 Concessionaires and Vendors will be furnished one (1) weekly gate admission ticket for each \$100.00 paid for privilege price. If additional tickets are needed, they can be purchased at reduced prices.
- 6 Management of the Indiana County Fair Association reserves the right to inspect at any time the concession or exhibit occupying the space called for in the agreement, and shall be the sole judge as to whether the Lessee is conducting a business or exhibit in accordance with the laws of this Commonwealth, and with public safety in mind, shall have the unquestionable right to annul this privilege and remove the exhibit, show or concession, whatever it may be, from the grounds of the Association without any claim whatsoever for refund or damages.
- 7 The Concessionaires and Vendors shall comply with all State and/or Federal laws that may affect their business, keep the space clean and safe from hazards. **All rubbish, cooking oils, and gray water shall be disposed of in approved manner.** The Fair Management provides for the removal of rubbish. The entire Midway is under supervision of the State Board of Health.
- 8 All structures erected, all motor vehicles, merchandise and implements brought upon the grounds to be used or sold by the purchaser of this privilege, are hereby pledged to the Indiana County Fair Association to secure all deferred payments of rental. Any attempt on the part of the Lessee to remove same from the property of the fairgrounds, before satisfactory settlement has been made, shall be considered a Clandestine Removal, and the Association shall have the right to take possession and sell.
- 9 **The Fair Association shall not be liable for any damage done by the holder of this contract to any person or property, nor to himself or his property, or for any loss or damage by water, fire, theft or otherwise.** All such property is placed on the grounds of the Association at the owner's or Lessee risk.
- 10 All property belonging to the Lessee shall be removed from the grounds of the Association within two (2) days, after the closing date of the fair, unless said property falls under paragraph 8 of this contract.
- 11 Games, wheels, shows, etc. In violation of the Laws of this Commonwealth, are **NOT PERMITTED.** Space bought and paid for under a misrepresentation of facts shall be forfeited without claim for damages, or refund of any or all monies paid.
- 12 No person or organization, profit or non-profit, shall be permitted roving privileges. This includes solicitation of monetary contributions, the sale or distribution of literature, novelties, flowers or any other thing.
- 13 All displays or stands must remain on the grounds until the close of the fair, Saturday night at 11:00pm, unless released by the Concession Manager.
- 14 **FOOD CONCESSIONS MUST POST ALL PRICES.**
- 15 Failure to comply with these rules may subject the vender to forfeiture of any and/or all privileges without reimbursement of any kind and/or the right for future participation.
- 16 In the event of a breach of contract or any legal issues, the Lessee/vendor assumes any and/or all legal costs for all parties involved.