

**Westmoreland Agricultural Fair and Recreational Association
(Hereinafter called the “Fair”)**

2011 OFFICIAL RULES AND REGULATIONS

OPERATIONAL HOURS FOR ALL INSIDE AND OUTSIDE VENDORS:

Opening Day: 4pm to 11pm
Wednesday: Noon to 11pm

Saturday through Tuesday: 1pm to 11pm
Thursday through Saturday: 1pm to 11pm

There are no exceptions to the hours of operation; failure to strictly adhere to these hours may result in termination of all future contracts.

Insurance: All vendors must provide a certificate of general liability insurance naming the Fair as an additional insured in the minimum amount of **One Million Dollars (\$1,000,000.00)**. This insurance **MUST BE** business insurance and NOT personal or home owners insurance. If the vendor is unable to provide the appropriate certificate, then the Fair will provide insurance coverage at an additional charge of One Hundred Fifty Dollars (\$150.00), which will be added to the rent due by vendor to the Fair.

Vehicles: **No vehicles or stock vehicles are permitted on the fairgrounds or midways after 2pm and before midnight during the conduct of the Fair.**

Arrival: All new and returning vendors **MUST** report to the fair office prior to moving their booth into their location. Each vendor will be checked in and then taken to their location by a staff member. Every attempt will be made to give you the same location, but if there is a change it is easier to find out before setting up than have to tear down.

Setup: **OUTSIDE VENDORS** may enter the fairgrounds anytime after **9:00 am on the Monday** immediately preceding the fair and **INSIDE VENDORS** may enter the fairgrounds anytime after **9:00 am on the Thursday** immediately preceding the fair for the purpose of setting up vendors' stands or exhibits.

Booth Location: All vendor locations are placed at the express discretion of the Westmoreland Fair board and its directors. Every attempt will be made to keep returning vendors in the same location as prior years; if it is determined a move must occur the returning vendor will be consulted on the matter.

Dimensions: All protrusions (trailer tongue, hitch, canopies, etc) from the Vendor's stand or exhibit **MUST BE** counted towards front feet or depth. Payment is expected upon return of rental agreement. If payment is not received, payment will be expected prior to operation of business.

Inside Vendors: All inside vendors are prohibited from putting up canopy tents, pop up tents or prefab building displays. If you need these items for your display then you **MUST** be outside.

Food Vendors: All food vendors must put up signs warning the possible exposure to peanut products and peanut oil.

Vendors Selling Pepsi Products: All vendors selling Pepsi products **MUST** strictly adhere to purchasing Pepsi products from the Pepsi representative and only purchasing 20 oz. Bottles. All other sizes and post mix drinks are prohibited from being sold on the grounds. Any vendor found selling non-Pepsi products or any Pepsi product that is not in a 20 oz. Bottle will be asked to remove all Pepsi products.

Teardown: Vendors may not remove or begin to teardown their stands/exhibits prior to **midnight** on the last Saturday of the fair. All vendors must remove their stands/exhibits prior to **4pm on the Sunday** immediately following the close of the fair. **Removal of stands/exhibits prior to the close of the fair will result in termination of all future contracts.**

Last Night of Fair: No vehicles are permitted on the fair midway after 2pm and before midnight during the last night of the Fair. Closing for all vendors is 11pm on the last night of the fair. Vehicles will **NOT** be permitted on the grounds until midnight. Any vehicles located in any illegal parking spot will be towed and **owner will be charged a \$100 fine.** No exceptions.

Motor Homes/Campers: Motor homes/campers are to be parked in the designated campground area and are never permitted on the fair midways. No motor home/camper shall be permitted to enter, or remain on, the campground area without a properly issued pass. Camper pass (\$10) can be obtained at the Fair office. **Fair personnel will park all campers.** Cost per night \$10.00.

Golf Carts / Gators (other unregistered vehicles): All unregistered vehicles must be covered on vendors business liability insurance and proof of insurance must be submitted to the fair office prior to the vehicle coming onto the grounds. This must also be one million dollars (1,000,000,000) in coverage. All unregistered vehicles must also have a permit to be on the grounds, this permit can be purchased through the fair office for \$10.00 for the duration of the fair.

Law/Regulation: Vendor grants a license to Fair to view the concession area/stand of the vendor at any reasonable hour if Fair has reason to believe that vendor may be in violation of any law and/or regulation.

Alcoholic Beverages: Alcoholic beverages are not permitted within the fairgrounds property identified as being within the area of the real estate enclosed by a fence and owned by the Fair.

Rubbish: Vendor shall place all rubbish in suitable containers. All vendors are assessed a trash removal fee – **NO EXCEPTIONS.**

Passes: All vendors receive 18 one day passes for admission and 2 vendor-parking passes. Additional passes are available for purchase. Please see vendor fee schedule for pricing on additional daily and parking passes.

Security Interest: All structures, motor vehicles and other personal property placed on the fairgrounds by the vendor are hereby pledged to the Fair to secure the payment of rent. Vendor may not remove any of the said items from the fairgrounds before payment of all rents due.

Risk of Loss: The Fair assumes no responsibility for the loss of the property of the vendor and vendor is encouraged to acquire and keep in force adequate insurance coverage against any losses which may be sustained by the vendor.

Indemnity: Vendor hereby agrees to hold Fair harmless and to indemnify Fair against any claims made against the Fair resulting from any action or inaction of the vendor.

NSF Checks: The Westmoreland Fair Board will charge a \$40.00 fee for all NSF checks in addition to the outstanding balance owed to the fair. The board also reserves the right to request money orders or cashiers checks for payment from any vendor.

Violation: If a vendor is not in compliance with any law and/or regulations established by a government or government agency or a Vendor fails to comply with the terms and conditions of the rental agreement, including the within **Rules**, then the Fair has the option of immediately terminating their rental agreement and taking those actions necessary to remove the stand and/or exhibit from the fairgrounds. Vendor agrees that all rental monies paid to the Fair by the Vendor pursuant to the rental agreement and these Rules may be retained by the Fair as liquidated damages.