



Port Hope and District Agricultural Society

PO Box 283, Port Hope, ON L1A 3W4

905-396-FAIR (3247)

PortHopeFair.com

2011 PORT HOPE FALL FAIR September 16, 17 18, 2011

DEAR CONCESSIONAIRE:

This year we will be celebrating our 180th Annual Fair and are extending an invitation to Vendors to come and participate. This year's theme is "Celebrating 180 Years".

- Please fill in the "type of operation" as clearly as possible to avoid any potential problems later on relating to the type of goods/services/wares to be sold.
- Please read all the terms and conditions carefully, as there have been additions and changes.
- Proof of Insurance is required to be submitted as outlined in item 10 of the Terms and Conditions attached hereto. Only Vendors that provide the appropriate certificate of insurance will be permitted to set-up.
- Please return signed contract to: **Port Hope and District Agricultural Society, P.O. Box 283, PORT HOPE, ON L1A 3W4 with a cheque or money order payable to the Port Hope and District Agricultural Society.** Amount to be submitted must include the vendor space rental fee along with payment for additional passes if they are required. Passes are \$6.00 each, per person, per day or a weekend pass can be purchased by Friday night for \$15.00 per person.
- You may request preferred space(s) but approval is on a first come first serve basis and the Fair Board reserves the right to locate, relocate or alter the space assigned. Please indicate your 1st, 2nd, 3rd, choices.
- Please retain one copy of the space rental contract and Terms and Conditions for your records.
- Minimum size booth is 10 feet (sizes are approximate). Tables are not supplied, Concessionaires must bring their own.
- Limited outdoor space is also available, please call to discuss arrangements.

If you have any questions pertaining to inside vendor space, please call Jenny Davidson at 905-372-3607; for outside vendor space, please call Jay Sherwin at 905-372-3895; or leave a message with our Secretary-Treasurer Kerry McDonald at 905-396-FAIR (3247)

We look forward to seeing you in September!!

PORT HOPE AND DISTRICT AGRICULTURAL SOCIETY

CONCESSION CONTRACT AGREEMENT

TERMS AND CONDITIONS

- 1. If for any reason it is necessary to cancel this contract the Port Hope and District Agricultural Society must be notified thirty (30) days prior to the opening day for the Fair or the total amount will be assessed and be considered due and owing.**
- 2. A standard electrical outlet will be available at each inside concession space. Cost of additional electrical services required for inside concession space will be the responsibility of the concessionaire and must be approved by the Director in Charge. As there is limited availability for outside electrical power, outside concession booth vendors will not be guaranteed an electrical power source and are ultimately responsible for ensuring they have made suitable arrangements prior to set-up.**
- 3. Public address systems will not be allowed by any concessionaire unless authorized in writing by the Society.**
- 4. Selling of raffle tickets on the Fair grounds is not permitted unless application is made to the Board of Directors of the Society and authorization has been received from the Board. In addition the licensee shall ensure that all license Terms and Conditions are complied with and that a copy of the licensee is provided to the Port Hope and District Agricultural Society.**
- 5. It is acknowledged and understood that all displays are placed at the owner's risk.**
- 6. Only approved (as listed under type of operation) goods or services are allowed. The Fair Board reserves the right to demand removal of any item(s) or services not approved or clearly described under "Type of operation/goods or services". Furthermore, any goods or services being offered or items being offered for sale which are deemed unacceptable by Officers of the Fair Board or any items deemed to be offensive, inappropriate, hazardous, risqué or obscene or pose a health or safety factor shall be immediately removed by the Vendor upon verbal notification being provided by any Officer of the Fair Board, and if necessary, the Vendor may be required to vacate the premises, with no entitlement to a refund of the Vendor Space Rental fee. Furthermore, all goods and wares may be inspected by any Police Officer at any time during the fair weekend.**
- 7. Food Vendors – All food vendors are subject to the provisions of Ontario Regulation 562/90 (Food Premises Regulation) and approval from the Health Unit must be obtained a minimum of 10 days prior to set-up. Upon receipt of your Concession Contract an information package will be provided to you. The Vendor Space Rental Fee for all Food Vendors will be set by the Board or their designated representative. Vendors are prohibited from selling candy floss, caramel corn, candy apples, snow cones and slush as the Midway provider has exclusive rights for the sale of these items within the midway area.**
- 8. Vendor tents and similar structures must be in compliance with all requirements of the Ontario Building Code and Ontario Fire Code and will be inspected by Municipal Building Official's and Fire Department Official's as well as any other regulatory authority.**
- 9. Risk Factors – the onus is on the vendor to eliminate and/or remove potential risk factors including potential hazards such as slips, falls and other trip-ups associated with their display. Vendors are asked to ensure that electrical cords are not located within pedestrian traffic areas or properly covered up. Outside Vendors need to take precautions to eliminate hazards posed by tent guide wires.**

10. **Insurance – All vendors must carry appropriate insurance with a minimum limit of \$1,000,000.00. A certificate of insurance adding the Port Hope and District Agricultural Society must be submitted with this contract and prior to set-up at the event. Contact your insurance broker/agent to ensure that you have the appropriate coverage.**
11. **Alcohol is prohibited on the premises. Vendors under the influence of alcohol will be asked to vacate the premises, with no entitlement to a refund of the Vendor Space Rental fee.**
12. **Should any dispute arise not provided for in the terms and conditions of the contract, the decision of the Fair Board or its Officers shall be final.**
13. **Passes will be issued on the basis of one (1) exhibitor pass per day for each five (5) feet of space rented inside and one (1) per day for each ten (10) feet of space rented outside. There will be no additional free passes issued.**
14. **The Fair Board reserves the rights to cancel this contract and/or refuse space rentals to vendors in subsequent years that do not comply with the terms and conditions.**
15. **Vendor Space Rental fees not paid in full by September 1, 2011 will be resold and monies on deposit will be forfeited to the Society and any contract/agreement will be deemed null and void.**
16. **Inside and outside vendors will be permitted to set up on Thursday September 15th, 2011 from 4:00 to 8:00 p.m. and on Friday September 16th, 2011 from 9:00 a.m. The person in charge of Vendor Space Rentals will be available.**
17. **Information provided in this contract is considered private. I hereby give the Port Hope and District Agricultural Society permission to collect this information for its use only.**

THE CONCESSIONAIRE HEREBY ACKNOWLEDGES THAT HE/SHE HAS READ AND AGREES TO THE TERMS AND CONDITIONS OF THIS CONTRACT.

Concessionaire Signature

Date