

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 and any additional electrical services required for inside must be approved by the Director in Charge. Electrical service required for outside concession space will be the responsibility of the concessionaire and must be approved by the Director in Charge.**
- 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.**
- 8. 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.**
- 9. 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 provided prior to set-up at the event. Contact your insurance broker/agent to ensure that you have the appropriate coverage.**
- 10. 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.**
- 11. 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.**

12. 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.
13. 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.
14. Vendor Space Rental fees not paid in full by September 1, 2008 will be resold and monies on deposit will be forfeited to the Society and any contract/agreement will be deemed null and void.
15. The building will be open for setting up on Thursday September 11th, 2008 from 1:00 to 6:00 p.m. and Friday September 12th, 2008 from 9:00 a.m. The person in charge of Vendor Space Rentals will be available.
16. 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

Name of Insurance Company _____

Policy Number _____ **Expiry Date** _____