



Erie County Agricultural Society

3110 Columbus Avenue, P.O. Box 2436, Sandusky, Ohio 44870

secretary@eriefair.com www.eriefair.com

419-625-1000

Greetings from the Erie County Fair,

We hope this letter finds you well. While the winter's cold is still in full swing, we are actively planning for the 2024 Erie County Fair!

We have several new and exciting things coming to the fair this year which we believe will make your business even more successful. In addition to the usual fair staples like the Rodeo, NTPA Tractor Pull, and Demolition Derby, our new attractions include the Cincinnati Circus, new and improved rides, and several additional outdoor games for families.

Of note, our fair will have a slight change in dates this year. We will begin the fair on **Monday, August 5th with the last full day of fair activities ending on Saturday, August 10th**. The fairgrounds will be open on **August 11th** as well for animal/project release. If you are able and would like to stay open Sunday morning for our exhibitors and workers that is your option. However, if you need to leave before Sunday, you may do so after 11:59 pm on Saturday night.

At the close of the fair, we collect your daily totals for the week. To help us make the fair better for everyone, this year we will have new paper so we can collect your daily gross sale totals, each night. Upon checking into the fair, we will have a fair packet with all your paper work you need for the week. We still ask that before leaving for the week that you submit any final paperwork and commission to the fair office.

Please find the attached Vendor Agreement and Hold Harmless Clause and return them, along with a copy of your insurance, at your earliest convenience to reserve your spot at the fair this year. The grounds are already filling up quickly! The deadline to return the Vendor Agreement is May 1, 2024. Your full deposit is required with the return of your Vendor Agreement.

With Best Regards,

Jennifer Gast
Secretary, Erie County Agricultural Society



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FOOD VENDOR AGREEMENT

Fair Dates: August 5 - 11, 2024 **Please make note that the fair starts on Monday, August 5, 2024**

Date Received: _____

Contract #:

Company:

Phone #:

Name:

Address:

Email Address (REQUIRED): _____

PRINT CLEARLY

NOTE: PLEASE COMPLETE THIS DOCUMENT AND RETURN WITH A COPY OF YOUR CURRENT INSURANCE, AND THE HOLD HARMLESS CLAUSE. A NON-REFUNDABLE DEPOSIT OF \$300.00 IS REQUIRED FOR EACH SPACE RESERVED. IF NEEDED, MAKE A COPY FOR YOUR RECORDS BEFORE RETURNING. **NO REFUNDS WILL BE GIVEN FOR DEPOSITS.**

Pricing for Concessions: \$300 non-refundable deposit + 15% commission on your daily gross sale totals.	POP-UP TENTS ARE ALLOWED AT YOUR OWN RISK. They must be properly secured and you are responsible for any damage they may cause.	Space required: Front x Depth _____ (PRINT CLEARLY)
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YOU MUST CARRY YOUR OWN LIABILITY INSURANCE OF AT LEAST \$1,000,000.00

Non-refundable deposit \$ _____

Stock Trailers – non-electric \$30, electric \$60 \$ _____

Total Amount Due \$ _____

Daily totals need to be turned in each night to the fair office. The 15% commission is due before leaving on Sunday night, unless other arrangements are made prior to the start of the fair.

ITEMS TO BE SOLD OR ADVERTISED MUST BE LISTED HEREIN, ONLY THOSE ITEMS LISTED WILL BE PERMITTED. IF ADDITIONAL WRITING SPACE IS REQUIRED, PLEASE ATTACH A LIST TO THIS DOCUMENT.

This privilege is accepted upon condition that the business above stated is to be conducted in accordance with the Rules and Regulations of the Society, and further that the Purchaser of this Agreement pledges and offers to the aforesaid Society any and all structures occupied or erected by him or them, all goods, implements or appurtenances which are used in transacting the business to which this privilege pertains, as a Guarantee for payment of the sum herein stated, and in the case of such forfeiture, said Society shall have the privilege of offering the same at Public Auction, and apply enough of the proceeds from such sale to the discharge of the debt conducted to the satisfaction of the Society. Retention of this agreement on the part of the purchaser will be taken as evidence of acceptance. Society assumes no responsibility for the loss or damage of Lessee's Property. This agreement is subject to Lessee securing a license from the Department of Agriculture of this state (if required).

I understand that by signing this agreement I am acknowledging that I have read and understand that Guidelines for Food Vendors. I agree to abide by the Rules and Regulations governing midway activities at Ohio Agricultural Fairs as previously set forth by the Ohio Department of Agriculture and adopted as the official rules governing vendors for the Erie County Fair by the Board of Directors of the Erie County Agricultural Society.

Signed _____ Date _____
Vendor

Signed _____ Date _____
Erie County Agricultural Society

Make Checks Payable to: Erie County Agricultural Society

If you want to pay with a credit card, there is a 3.5% fee added to your total. Please call the office at 419-625-1000 to submit payment.

Deadline for returning this agreement and your deposit is **May 1, 2024**. After this date, space will be available on first come, first serve basis. Return this signed agreement and all documents to: Erie County Agricultural Society P.O. Box 2436, Sandusky, OH 44870.



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2024 Guidelines for Food Vendors

1. Food Vendors must describe the nature of their display or activity on the "Vendors' contract". Items to be sold or handed out must be listed. All display items: handouts and demonstrations are subject to approval by fair directors. Items or activities not listed will not be permitted. If you need additional space, please use a separate paper.
2. All Vendors must supply the Erie County Agricultural Society with a **CURRENT** certificate of public liability listing the Erie County Agricultural Society as the additional insured prior to setting up displays. Your insurance coverage must provide at least \$1,000,000.00 of general liability. Insurance coverage is also available from the Erie County Agricultural Society for \$100.00 per space.
3. Food Exhibitor spots **MUST** be manned between the hours of 10:00 a.m. and 10:00 p.m. Your vendor spot needs to set up and ready by Monday at 10:00am.
4. Food Vendors may begin setting up on the Saturday before the fair. **YOU MUST LEAVE YOUR VENDOR SPOT IN PLACE UNTIL 11:59 P.M. ON SATURDAY, NO EXCEPTIONS!!**
5. Daily Gross Sale totals will need to be submitted to the fair office each night.
6. The 15% commission will be based of total gross sales during the week of fair
7. Vendors may not actively solicit contracts for goods or services from or make philosophical presentations to persons less than eighteen years of age without a parent or guardian present.
8. Vendors wishing to bring in supplies by vehicle may do so each morning. Supplies must be in and vehicles off the grounds by 10:00 a.m. This also applies to deliveries made by suppliers. Please inform any suppliers making deliveries of this deadline. Supplies will have to be carted in by hand after 10:00 a.m. If your vehicle is not out by 10:00 a.m. we reserve the right to tow your vehicle at your expense. **NO EXCEPTIONS!!**
9. Vendors may not sell, give away, or use laser lights as prizes.
10. Vendors of soft drinks may not sell drinks in glass bottles. Only soft drink vending machines operated by the Erie County Agricultural Society are permitted on the fairgrounds.
11. No vans, trucks, cars, campers or motor homes, used as living quarters during the week of the fair, will be allowed on the fairgrounds. They must be in the campgrounds. If a campsite is needed, please contact the Fair Secretary for a contract and payment amount.
12. All Vendors must put trash in the three (3) yard containers located on the grounds – NOT in the trash totes.
13. Further, by the signing of this contract offered by the Erie County Agricultural Society, Vendors agree to abide by the Rules and Regulations Governing Midway Activities at Ohio Agricultural Fairs, as set forth by the Ohio Department of Agricultural and adopted by the Erie County Agricultural Society as the official rules governing all Vendors at the Erie County Fair.
14. All concession stands using deep fryers will be required to have a minimum of one K-Class portable fire extinguisher within easy access for their cooking operation, in addition to the dry extinguisher currently required to control surface type fires involving grease. You will be required to dispose of your grease properly, or you will be billed.
15. **You must request authorization to sell drinks in the grandstands. Only authorized Vendors will be allowed.**
16. As instituted in 2007, the proper plug ends are required. Erie County Fairgrounds is wired for 60-amp plugs. No hard wiring- ENFORCED. Please see the fair office if you need assistance in obtaining a plug.
17. Any remaining Vendor deposits must be paid by **JUNE 1ST** of the current year's fair. Payment arrangements can be made please contact the Secretary at 419-625-1000 or email the Secretary at **SECRETARY@ERIEFAIR.COM**.

I _____ hereby acknowledge that I have read and will comply with the foregoing.
(Print name CLEARLY)

Date: _____

Signature



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HOLD HARMLESS CLAUSE

"To the fullest extent permitted by law, the _____ (company name) agrees to defend, pay in behalf of, and hold harmless the Erie County Agricultural Society against any and all claims, demands, suits, losses, including all costs connected therewith, for any damage which may be asserted, claimed or recovered against or from the Erie County Agricultural Society, its elected and appointed officials, employees, volunteers or all others working on behalf of the Erie County Agricultural Society by reason of personal injury, including bodily injury and death, and/or property damage, including loss of use thereof, which arises out of the alleged negligence of _____ (company name) and/or in any way connected or associated with this contract".

Authorized Agent of Entity (Please Print CLEARLY)

User Signature

Date _____

LIABILITY WAIVER

The Erie County Agricultural Society is not responsible for any damage done by the holder of a concession permit, or by his, her or its employees or agents, to any person or property.

Concessionaires shall hold Erie County Agricultural Society harmless and waive their right of subrogation against the Erie County Agricultural Society. They shall carry their own liability insurance and present a CERTIFICATE OF INSURANCE as part of the reservation process and at time of check in.

The Erie County Agricultural Society assumes no responsibility for accidents to any person, property or loss of damages by theft, fire, water, wind, storm, or acts of third party, or for any other causes; and all concessionaires, exhibitors and their agents agree to abide by all rules and regulations of the Erie County Agricultural Society and to indemnify the Erie County Agricultural Society and its directors, officers, employees, and volunteers thereto.

The violation of any of the above-mentioned conditions by the holder of a concession or privilege permit, or by his, her or their agent or employees, shall annul the permit and the Erie County Agricultural Society, which may take charge of all property used in or about the business of the Concessionaire and sell same and apply the proceeds to payments of any sums due to the Erie County Agricultural Society for the privilege.

I AGREE TO ABIDE BY ALL THE RULES AND REGULATIONS OF THE ERIE COUNTY AGRICULTURAL SOCIETY AND ITS DIRECTORS, OFFICERS, EMPLOYEES AND VOLUNTEERS THERETO.

Signature _____ Name _____
(Please Print CLEARLY)

Name of Concession (Please Print CLEARLY) _____

Date _____