



Gratz Fair – Sept. 19-25, 2010
Indoor/Commercial and Outdoor/Midway
Space Rental – Terms and Conditions

Contact person:

Indoor/Commercial – Robert Leitzel (570) 590-6413

mail to: Robert Leitzel, 948 E. Main St., Hegins PA 17938

Outdoor/Midway – Jack Reed (717) 365-3272

mail to: Jack Reed, PO Box 67, Gratz PA 17030

IF YOU ARE PLANNING TO PARTICIPATE AT THE 2010 FAIR, PLEASE COMPLETE & RETURN THE RESERVATION FORM & DEPOSIT

“EARLY BIRD SPECIAL” consists of a 10% discount on your deposit that is postmarked and/or received on or before June 1, 2010. This discount applies to frontage only – not electric, not extra passes, not garbage (if applicable), etc. Reminder - a minimum of 50% deposit is required with your reservation form. An example is as follows:

A vendor requires 10 feet of Indoor/Commercial space (10 x \$16) – total cost of the frontage is \$160.00.

1. Make the entire payment on or before June 1, 2010 and you will save \$16 – total cost of the frontage is \$144.00.
2. Make the minimum deposit of 50% on or before June 1, 2010 and you will save \$8.00 – total cost of the frontage is \$152.00.

UPON RECEIPT OF YOUR RESERVATION FORM & DEPOSIT, A CONFIRMATION, INVOICE AND A FAIR SCHEDULE WILL BE RETURNED

TERMINOLOGY: As used in this document the term “vendor” means any vendor, exhibitor or other person utilizing space at the Gratz Fair. “Fair” means the Gratz Fair.

SPACE ASSIGNMENTS: The Fair will attempt to accommodate requests for specific spaces or services on a first paid, first reserved basis. Previous year vendors will have preference for space assignments based on the receipt of a completed application, deposit and insurance certificate (where applicable) by June 1, 2010. However, all space assignments and services shall be made or provided at the sole discretion of the Fair.

INITIAL ARRIVAL AND SETUP: Upon arrival at the Fairgrounds – a vendor must check-in:

Indoor/Commercial & Outdoor/Midway – arrival and setup times are as follows:

Friday, September 17, 2010 and Saturday, September 18, 2010 – 9:00 AM to 5:00 PM

All exhibits must be completely setup no later than 12:00 PM (Noon) on Sunday, September 19, 2010 unless otherwise approved

TEARDOWN AND REMOVAL: After the opening of the Fair, no display, stand, or other vendor material may be dismantled or removed until 11:00 PM or the general public has departed the Fairgrounds, whichever is later, on Saturday, September 25, 2010 (additional date/time for indoor/commercial – Sunday, September 26, 2010 – 9:00AM to 5:00PM). **All vendors must vacate the grounds no later than 5:00PM on Tuesday, September 28, 2010.**

INSURANCE: The Fair requires that each vendor obtain insurance. A certificate of insurance must be received no later than two weeks prior to opening date of the Fair and meet the following requirements:

- a. The Gratz Agricultural & Horticultural Association, AKA Gratz Fair Assn., must be listed as an additional insured on the Certificate of Insurance. Physical address: 601 E. Market St., Gratz PA 17030. Mailing address: PO Box 204, Gratz PA 17030.
- b. Each vendor selling a product at the Fair must have product liability insurance in the amount of not less than one million dollars (\$1,000,000).
- c. Personal and advertising injury limit must be no less than one million dollars (\$1,000,000).
- d. If there is a General Aggregate limit, it may not be less than two million dollars (\$2,000,000).
- e. Coverage dates for insurance must be from 9:00 AM, September 17, 2010 to 5:00PM, September 28, 2010.

Obtaining insurance is the vendor’s responsibility. A vendor may satisfy the requirements for insurance by providing a valid Certificate of Insurance that complies with the requirements stated above prior to entering the Fairgrounds to set-up. All Certificates of Insurance must be approved by the Fair’s insurance provider prior to vendor set-up on the Fairgrounds. Early submission of Certificates of Insurance will allow for approval and/or corrections of the insurance coverage before arriving at the Fairgrounds.

The Fair will attempt to facilitate an insurance policy for vendors who do not have their own insurance. A vendor may request to purchase insurance at a cost of \$75 for the first location and \$40 for each additional location. Any such request is subject to the acceptance and approval by the Fair and the Fair’s insurance provider.

In the event the vendor’s insurance is canceled after providing a Certificate of Insurance, the Fair must be notified in writing within 30 days of the cancellation date. In the event that such insurance is cancelled less than 30 days before the Fair or during the Fair, the vendor shall immediately notify the Fair and purchase insurance. If a vendor’s insurance is cancelled during the Fair, the vendor may request insurance at a cost of \$85 for the first location and \$50 for each additional location. Such a request is subject to the acceptance and approval by the Fair and the Fair’s insurance provider. **In no case will a vendor be allowed to remain at the Fair without insurance described in a through e above.**

ALL VENDOR ACTIVITIES AND FACILITIES MUST BE CONFINED TO THE ASSIGNED SPACE: A vendor may erect counters and other items within the allotted space. Nothing may extend beyond the allotted space, including flip-up flaps, awnings, trailer hitches or parts. A vendor may not conduct business outside of the assigned/allotted space. A vendor shall be responsible for conducting business in a manner that will not interfere with others. The Fair reserves the right to permit a limited number of “walking vendors” (typically a clown or similar).

VENDOR FACILITIES: A Vendor must provide all facilities, materials and supplies necessary for the conduct of their business except as is jointly agreed in writing. The Fair provides:

Indoor/Commercial – space and electricity (additional electrical charge if above normal usage).

Outdoor/Midway – space only – electrical charge will be determined after inspection.

Garbage fee – included in per foot charge for food vendors – other vendors with similar quantity of trash will be assessed an additional \$3 per foot.

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OBJECTIONABLE MATERIALS AND ACTIVITIES PROHIBITED: Fair shall determine the suitability of all materials, including but not limited to displays, audio programs, pictures, videos, or similar items, used or displayed on the Fairgrounds. Any such items deemed unsuitable by the Fair, in its sole discretion, shall be removed from the Fairgrounds upon the direction by Fair personnel. Note: any types of products, such as canned string, colored hair spray, etc. is not permitted.

PRIZES AND AWARDS: Any prize or award must be outright, “no strings attached.” All prize drawings must be approved in advance by the Fair.

GAMES OF CHANCE: Games of chance for monetary prizes are prohibited. All raffles and games of chance must be conducted in accordance with all applicable laws and regulations. *A copy of all small games of chance licenses must be provided before the start of the Fair. All games of chance and raffles must be approved in advance by the Fair.*

SECURITY: The Fair will provide security during the period beginning Saturday, day prior to the Fair, at 8PM and ending Sunday, day after the Fair, at noon.

LIMITATION OF FAIR LIABILITY: A vendor may not hold the Fair responsible for any fire, theft, personal injury or property damage. A vendor may not hold the Fair responsible for any personal injury or monetary loss suffered by the vendor or exhibitor during the conduct of their exhibit. Each vendor explicitly agrees to indemnify and hold harmless the Fair against any and all loss, damage, cost and expenses which the Fair may hereafter suffer, incur, be put to, or pay by reason of personal injury or monetary loss suffered by any person of a vendor’s participation at the Fair.

MIDWAY HOURS & VEHICULAR ACCESS: During the Fair the indoor/commercial and outdoor/midway is open as indicated on the Fair Schedule. Vendors are strongly urged to maintain similar hours. No motor vehicles or trailers, are permitted on the midways during those hours.

PASSES: One (1) individual weekly pass for every 5 foot requested, or equivalent daily passes, for entrance to the Fairgrounds will be provided to each vendor without additional charge upon application in the manner and prescribed by the Fair. Additional passes may be purchased by a vendor for necessary staff:

1. Upon application in the manner and form prescribed by the Fair
2. The charge for additional vendor passes is \$3 per day or \$18 per week [reviewed/approved by Fair personnel]
3. Specially priced vendor passes may only be purchased prior to the opening of the Fair
4. Vendor passes do not include access to amusement rides

PARKING: Parking at the Fair is provided at no charge. Parking is in the Vendor/Exhibitor Lot, located on East Street (west end of the fairgrounds). The only vehicles permitted on the fairgrounds proper are those with a Delivery Pass (specified times only).

NO GLASS CONTAINERS: No food or beverage may be dispensed in glass containers.

PROHIBITED ITEMS: Alcoholic beverages and illegal drugs are prohibited on Fair property and any person using or possessing such items is subject to ejection and forfeit of any monies paid. Service animals only are permitted on the Fairgrounds.

TAXES AND LICENSES: A vendor is responsible for obtaining all necessary licenses and collecting and remitting applicable taxes. All vendors must have a license to collect PA sales tax. You may obtain an Enterprise Registration Form (PA-100) from the PA Department of Revenue or complete it online at www.revenue.state.pa.us. The number must be reported to the indoor/commercial or outdoor/midway committee before any sales can commence. Food vendors can expect to be visited by the PA Department of Agriculture to check for a license and to be inspected. Temporary licenses can be purchased by check only. Cash will not be accepted by PDA. All food vendors must have a certified food handler on site as required by the PA Department of Agriculture Bureau of Food Safety.

STORAGE AND DISPOSAL OF TRASH AND WASTE:

1. Each vendor is responsible for maintaining the cleanliness of their space.
2. All solid and liquid waste must be collected and stored in covered containers.
3. Each vendor must collect and place garbage in proper containers in front of their area for collection at the close of each day. Large items, such as large boxes, should be placed in dumpsters or recycling center, as appropriate.

TRASHCANS: Trashcans will be provided by the Fair as appropriate; however, any vendor desiring to provide trash cans for their specific business may do so.

STANDARDS FOR ELECTRICAL EQUIPMENT: Electrical equipment, cords and connections used at the Fair shall be UL approved for such use. The Fair is obligated under the terms of its insurance policy to disconnect electrical apparatus that is not approved.

GAS BOTTLES: All pressurized containers (i.e. LP gas, helium) must be secured to a supporting structure with a chain or steel cable to prevent falling. Containers not in use must be capped. Fill nozzles, such as used to fill balloons, must be removed when the container is unattended.

SUBLET PROHIBITED: No vendor, unless upon prior written approval of the Fair, may sublet or apportion any part of their allotted space.

CANCELLATIONS AND REFUNDS: Deposits will be refunded, upon written application by the vendor, up to 90 days before opening of the Fair. Between 60 and 90 days before the opening of the Fair a \$50 processing fee will be assessed on refunds. Less than 60 days before the opening of the Fair there will be no refund.

ELECTRIC FEE: The Fair endeavors to accommodate all requests for electric connections; however, connections are offered “as available” and not guaranteed. These charges apply to each connection. Actual usage will be measured by the Fair to determine charge.

A MINIMUM OF 50% DEPOSIT (less discount if applicable) AND INSURANCE CERTIFICATE IS DUE WITH THIS RESERVATION
BALANCE DUE ON OR BEFORE SEPT. 19TH

MAIL THIS RESERVATION, INSURANCE CERTIFICATE AND A CHECK, PAYABLE TO GRATZ FAIR ASSN. TO:
INDOOR/COMMERCIAL – ROBERT LEITZEL, 948 E. MAIN ST., HEGINS PA 17938
OUTDOOR/MIDWAY – JACK REED, PO BOX 67, GRATZ PA 17030

GRATZ FAIR 2010

NAME & ADDRESS _____
OF COMPANY _____

CONTACT PERSON _____ TELEPHONE _____ EMAIL _____

TYPE OF CONCESSION OR DISPLAY _____

FOOD CONCESSION ONLY Certified Food Handler on Staff? (Circle One) Exempt Yes No

NAME _____ LICENSE NO. _____ (use back if more Certified Food Handlers)

All Vendors Selling Products at the Fair Must have a PA Sales Tax Number.

PA SALES TAX NO _____ (If selling taxable products)

Garbage fee – included in per foot charge for food vendors – other vendors with similar quantity of trash will be assessed an additional \$3 per foot.

1. SPACE REQUESTED

Indoor/Commercial

IN 2009 YOU HAD _____ FEET IN BUILDING No. _____

_____ FEET REQUESTED @ \$16.00 per foot (and sides where applicable) \$ _____

Outdoor/Midway

IN 2009 YOU HAD _____ FEET

_____ FEET REQUESTED @ \$18.00 per foot (food) or \$12.50 per foot (non-food) \$ _____

or farm equipment displays @ \$6.25 per foot [and sides where applicable – include tongues, awnings, tanks, etc.]

Minus DISCOUNT (if applicable) \$ _____

2. ELECTRIC CONNECTION

Requested for space? _____ Amps _____ Volts \$ _____

Requested for supply vehicle? _____ Amps _____ Volts \$ _____

3. INSURANCE

I will provide certificate of insurance (YES) (NO) [vendor provided insurance must comply with Terms and Conditions]

If NO, add insurance fee of \$75.00 [to be added if acceptable insurance certificate is not submitted] \$ _____

4. VENDOR PASSES

Vendor passes requested in addition to those provided _____ Daily Passes times \$3.00 \$ _____

with this contract [reviewed/approved by Fair personnel] _____ Weekly Passes times \$18.00 \$ _____

5. CAMPER HOOKUP

_____ Camping – \$11.00 per day – utilities _____ water _____ 110V _____ 220V \$ _____

TOTAL CHARGES & FEES \$ _____

DEPOSIT \$ _____

I/we have read the attached terms and conditions and by affixing my/our signature to this application apply to rent space at the Gratz Fair and agree to be bound by the referenced terms and conditions.

_____ Date

_____ Authorized Signature

_____ Title

Accepted on behalf of the Gratz Fair (Your reservation is confirmed upon receipt of signed acceptance. If you have not received confirmation by August 1st, please contact the appropriate person.

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