



Gratz Fair – September 17 through 23, 2023

Indoor/Commercial Space Rental

Contract Terms and Conditions

PLEASE READ THESE TERMS AND CONDITIONS BEFORE COMPLETING AND RETURNING THE CONTRACT

For questions please Contact: Tim Leitzel Phone: 717-756-5882 Email: patim1@comcast.net

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, 2023. 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, vendors must check-in [arrival/setup times noted below unless otherwise approved]:

- 9:00 AM to 5:00 PM - Friday and Saturday, September 15 and 16
- 8:00 AM to 10:00 AM - Sunday, September 17 [Fair opens at 11:00 AM. All vehicles must be off midway one hour prior to gate opening]

NOTE: Notify Fair Indoor Contact person no later than 1:00 PM on Saturday, September 16 if your space is not set up; otherwise, it may be released.

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 23.
- 9:00 AM to 5:00 PM - Sunday through Tuesday, September 24 to 26.

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 and 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 the day of your setup through the day of your teardown.

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 \$85 for the first location and \$50 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 cancelled 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 \$95 for the first location and \$60 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). The Fair does not grant “roaming rights” to food or novelty vendors.

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.

Indoor/Commercial – The Fair provides space (\$18/front foot [and sides where applicable]) and electricity (additional electrical charge if above normal usage).

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, for use or display 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. Weapons being sold or offered as prizes on the grounds may not be furnished to minors. No novelties or other such materials which may cause damage, danger or harm to the livestock are permitted in those areas and appropriate notice of such must be made by the vendor to the public. Any types of products, such as canned string, colored hair spray, etc. is not permitted. Failure to comply with such requests or directives may result in the vendor being ejected from the grounds.

CONDUCT OF VENDOR: All employees, agents and representatives of the vendor are expected to conduct themselves in a manner appropriate for that of a family environment. Lewd, vulgar or otherwise offensive behavior will not be tolerated and may result in removal from the fairgrounds. Fair shall determine the suitability of any challenged conduct or personnel.

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 to the Fair before the start of the Fair. A copy of the SGO License must also be on display at the vendor's assigned space. All games of chance and raffles must be approved in advance by Fair.*

SECURITY: The Fair will provide security during the period beginning Friday evening prior to the Fair and ending Sunday morning after the Fair. The Fair, nor the Fair's security provider, shall be held responsible for damage or loss to vendor property.

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.

PASSES: As needed, one (1) individual weekly pass for every 5 feet 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 \$5 per day or \$30 per week [reviewed/approved by Fair]
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

Each member of a vendor's staff must present a vendor pass at the admission gate to the fairgrounds; otherwise, will not be admitted.

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.

MIDWAY HOURS AND VEHICULAR ACCESS: During the Fair the indoor/commercial and outdoor/midway is open as indicated on the Fair Schedule. Motor vehicles or trailers are not permitted on the midways beginning one hour prior to the day's opening through the time the general public leaves for the day. Vendors are strongly urged to maintain similar hours.

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

PROHIBITED ITEMS: Alcoholic beverages and controlled substances are prohibited for sale by vendors unless authorized by the Fair. For other prohibited items see "Objectionable Materials" section above. Service animals only are permitted on the Fairgrounds. Vendors traveling with pets must keep them within their assigned camping area and clean up after them.

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 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.

TRASH FEE –Vendors generating trash, comparable to food vendors, will be assessed an additional \$6 per foot.

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.

Gratz Fair - 2023 Indoor Space Rental Contract

ORGANIZATION NAME: _____

ORGANIZATION ADDRESS: _____

ORGANIZATION CONTACT PERSON: _____ TELEPHONE: _____ EMAIL: _____

PERSON(S) RESPONSIBLE FOR DISPLAY SET UP: _____

WHICH DAY(S) WILL YOU SET UP YOUR DISPLAY: _____

PERSON(S) RESPONSIBLE FOR DISPLAY REMOVAL: _____

WHICH DAY(S) WILL YOU REMOVE YOUR DISPLAY: _____

WHICH DAYS WILL YOU BE AVAILABLE AT YOUR LOCATION: _____

BRIEF DESCRIPTION OF THE PURPOSE OF YOUR DISPLAY: _____

BRIEF DESCRIPTION OF ITEMS YOU WILL BE SELLING: _____

If your space is used for sales, you must attach a copy of your complete menu or complete list of items to be sold. The Fair reserves the right to limit food sales items or prohibited items that do not comply with published policies.

*** FOOD CONCESSION ONLY - Certified Food Handler on Staff?:** _____

* NAME: _____ LICENSE NO.: _____ (use back of Contract 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)

REQUESTED ITEM	UNIT PRICE PER FRONTAGE FOOT	QTY	QTY TOTAL
BUILDING: #2 _____ #3 _____	\$18.00		
INSURANCE (\$85 first location, \$50 each additional location)			
CAMPING WITH ELECTRIC	\$31.25/day		
CAMPING WITHOUT ELECTRIC	\$15/day		
VENDOR DAY PASS	\$5.00		
VENDOR WEEK PASS	\$30.00		
GRAND TOTAL			
Minimum 50% due by June 1st to retain previous year's location		DEPOSIT	

If requesting a specific Building and/or location within a Building, please specify:

Did you:

- ___ read the Contract Terms and Conditions
- ___ complete, sign, and date the Contract
- ___ provide a deposit:
 - A Minimum 50% Deposit must be submitted with this Contract
 - Balance Due must be received on or before September 15
- ___ provide an Insurance Certificate
- ___ Mail this Contract, Insurance Certificate, and a Check payable to Gratz Fair Association to:
Tim Leitzel, 1625 State Route 209, Millersburg PA 17061

I/we have read the attached Terms and Conditions and by affixing my/our signature to this Contract, I/we are applying to rent space at the Gratz Fair and agree to be bound by the referenced Terms and Conditions.

Authorized Signature and Title Date Authorized Signature and Title Date

*** Your reservation is contingent upon your cancelled check or upon receiving a requested receipt.**

For Fair Use Only:

Date Received: _____ By: _____ Deposit Amt: \$ _____ Check #: _____

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