Johnson County Fair

July 30st - August 5th, 2023

136 East Washington, Gardner KS 66030

~ BOOTH CONTRACT ~

NAME OF BOOTH/COMPANY

BOOTH CONTACT INFORMATION

Na	phone:						
	5						
	Food Booth Cost \$700 Per Space ~ Indoor/Outdoor Booth \$250 Per Space (10x10)						
How Many Spaces? What Type of Space?							
Make Checks Payable and Mailed to:							
	Johnson County Fair Association						
136 E. Washington, Gardner KS 66030							
	Will you purchase insurance from Johnson County Fair?						
	(Insurance is \$100 separate Check made payable to JoCo Fair Association)						

Booths can be set up between the hours of 9:00am-4:00pm, Sunday July 30th OR Monday July 31st between the hours of 9am-1pm. Contact Devin or Kari via Phone or Text if a problem arises.

Devin Hamilton 913-208-0434 OR Kari Hamilton 913-484-3035

*** WE ARE VOLUNTEERS – WE HAVE FULL TIME JOBS – WE HAVE FAMILIES - WE ARE FARMERS – IF YOU CALL OR TEXT LEAVE YOUR <u>FULL NAME</u> AND THE <u>NAME OF YOUR</u> BUSINESS/BOOTH ***

Booth may be taken down after 10pm on Saturday August 5^{th.} ALL booths MUST BE REMOVED from the grounds NO LATER than 9:00am, Sunday, August 6, 2022.

BOOTH MUST BE PAID FOR NO LATER THAN JUNE 30TH. Returning Vendors have the Rights to Their Original Spaces. Call Kari or Devin if different Arrangements need to be made.

Vendors/Exhibitors shall obtain and provide proof to the Johnson County Fair Association general liability coverage on an occurrence form with the following limits: \$2,000,000 aggregate, \$1,000,000 occurrence. These limits shall apply to bodily injury and property damage for both premises operations and products and completed operation. Insurance must be from an "A" rated insurance company and *must list the Johnson County Fair Association*, 136 E. Washington St., Gardner, KS 66030 as an additional insured on the Vendors/Exhibitors Insurance Policy. A certificate of insurance shall be provided to the Fair Association. Any Vendor/Exhibitor unable to meet the above requirements must purchase insurance from the Johnson County Fair Association for a fee of \$100 payable at time of reservation.

Hold Harmless/Indemnification: Contractor shall be solely responsible for any and all injuries to persons or damages of property or any other injury, claim, damage or loss of whatever nature, arising directly or indirectly from the "project." Contractor shall INDEMNIFY, SAVE AND HOLD HARMLESS Johnson County Fair Association and its employees, agents, and volunteers from and against all liability, loss, damages, claims, costs and expenses (including attorney fees) arising out of injury to person or damages to property or any other injury, claim, damage, loss, cost or expense arising from the "project."

- * The booth space and buildings will be open from 10:00am-10:00pm. No vendor/exhibitor shall permit, build, or create any exhibit which, in the opinion of the Johnson County Fair Association, will damage the leased space, structure, or surrounding environment. Further, no vendor/exhibitor shall assign or sublet in whole or in part.
- * Failure to set-up booth by 6:00pm, by July 31 shall constitute forfeiture of booth space and rent. Space will be rented to another party.
- *Once this booth contract and payment are received to reserve your booth space, refunds will not occur should a conflict come up and you cannot honor your commitment.
- * Vendors are expected to man their booth Tuesday Friday, 5pm 10:00pm and Saturday 11:00am 10:00pm. Failure to man the booth during the Required time will be basis for denying future year booth requests. WE HIGHLY ENCOURAGE VENDORS TO BE OPEN FOR AFTERNOON PATRONS.

- * The Johnson County Fair Association assumes neither liability nor responsibility for loss of equipment or materials exhibited or used by said vendor/exhibitor.
- * The Johnson County Fair Association shall have the right to stop and forbid the sale or exhibit of any commodity, merchandise, or drink which, in the judgment of the Association, is considered unwholesome, dangerous, or detrimental.
- * Vendor/exhibitor is responsible for payment of all state tax on gross sales and hereby certifies that any and all applicable sales tax returns will be filed with the State of Kansas.
- *Vendor/exhibitor is responsible for all applicable city, county, local, or other taxes that may be imposed upon Vendor/Exhibitor or the business of Vendor/Exhibitor.
- * Upon request, Vendor/Exhibitor agrees to provide evidence of the amount of payment to applicable city, county, and/or state for any and all taxes paid which are related to Vendor's/Exhibitor's operation under this agreement
- * The vendor/exhibitor does agree to abide by all of the rules of the Johnson County Fair Association, the laws and regulations of the City of Gardner, Kansas, the State of Kansas, and county of Johnson, and of the United States of America.
- * This agreement shall be binding upon the vendor/exhibitor, employees, agents, or any other persons associated with or involved in managing, setting up, or maintaining said space in any manner whatsoever.

JOHNSON COUNTY FAIR ASSOCIATION VENDOR/EXHI	BITOR	
Sign in Agreement		
	date	
Devin Hamilton, Commercial Booth Superintendent		
	date	

Devin Hamilton 913-208-0434 OR Kari Hamilton 913-484-3035

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