#### **Johnson County Fair**

#### **July 27<sup>th</sup> – August 2<sup>th</sup>, 2025**

### 136 East Washington, Gardner KS 66030

~ BOOTH CONTRACT ~

NAME OF BOOTH/COMPANY

#### **BOOTH CONTACT INFORMATION**

Name(s)\_\_\_\_\_

Phone(s):\_\_\_\_\_

Food Booth Cost \$700 Per Space

Indoor/Outdoor Booth \$250 Per Space (10x10)

Circle one: Indoor/Outdoor

How Many Spaces? \_\_\_\_\_

Water (circle one)? YES NO

Electricity (circle one)? YES NO

Will you purchase insurance from Johnson County Fair?

YES NO

Make Checks Payable and Mailed to:

### Johnson County Fair Association

### 136 E. Washington, Gardner KS 66030

(if you would like to be added to the Johnson County Fair Insurance it is \$100 and a separate Check made payable to JoCo Fair Association)

\*\*\* 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> <u>BUSINESS/BOOTH</u> \*\*\*

## **BOOTH SET UP TIME:**

## Sunday July 27th 9:00am-4:00pm

### OR

## Monday July 28st 9am-1pm

\*\* Contact Devin or Kari via Phone or Text if you cannot make those times work and we will make arrangements to help get you in and set up.

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

Booth may be taken down after 10pm on Saturday August 2<sup>th.</sup>

# ALL booths MUST BE REMOVED from the grounds

# NO LATER than 8:00am Sunday, August 3rd

BOOTH MUST BE PAID FOR NO LATER THAN JUNE 30<sup>TH</sup>. 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."

\* Pride shall have executive rights on all rides, motorized or otherwise, shows and game concessions (no free or for-a-fee games) no booths that are giving away or selling inflatable's, stuffed animals. During the lifetime of this contract pride shall have executive rights on cotton candy, candy apples, corn dogs, and funnel cake sales within 200 feet of the carnival during the life of this contract agreement. It is further agreed that Johnson county will not have any food or drinks within 150 feet of the carnival. It is further agreed that pride reserves the right to cancel this agreement in the event Any other tented attraction, namely, carnivals show on the above mentioned site prior to the fulfillment of this agreement, except as specifically set forth, Johnson County retains the exclusive rights to all live entertainment, vendors, including, but not limited to two food, vendors, craft, vendors and novelty vendors, and displays provided by sponsors .

\* 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 July 28th 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/LUNCH TIME 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 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/EXHIBITOR

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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