

JOHNSON COUNTY FAIR ASSOCIATION

1. PURPOSE

The Johnson County Fair Association provides the Marketplace as a supplement to JoCo Fair events to provide a showcase for products and services that appeal to vendors and spectators.

2. GENERAL

The JoCo Fair shall have full authority of interpretation of these regulations. All commercial exhibit contracts, when executed properly, shall be considered a binding agreement. Vendors shall abide by Federal, State, and City ordinances and regulations.

3. APPLICATION APPROVAL

The JoCo Fair strives to provide visitors with a specific and targeted selection of popular and quality products. All applications will be reviewed for relevance and duplication, and all vendor approvals are at the discretion of the JoCo Fair. If your application is not accepted, your vendor fee will be refunded.

4. LIABILITY

The Vendor agrees that the JoCo Fair assumes no responsibility for damage, or theft to property, or any accident, injury, or mishap that may befall Vendor, its employees, and/or members of the public. The Vendor agrees to be responsible for, to hold harmless, indemnify and to defend the JoCo Fair, the City of Gardner, Johnson, County Missouri, and their directors, officers agents, employees and sponsors (collectively, the "Indemnified Parties"), from all claims, losses, costs, damages or expenses resulting or arising from any and all injuries to or death of any person or damage to any property caused by any act, omission or neglect of Vendor, its agents, employees, invitees, contractors, sub-contractors, or guests which occurs on the grounds of the Johnson County Fair Grounds (136 E Washington, Gardner, KS 66031), or any default or breach of this Agreement. The Vendor's obligations hereunder to defend shall extend to claims alleging the sole negligence, willful misconduct or violation of law of an Indemnified Party when combined with other claims triggering the obligation to indemnify, provided however that upon the final adjudication by a court of competent jurisdiction or written settlement between the parties, the Vendor shall be reimbursed for the portion of fees or losses so adjudicated as the responsibility of an Indemnified Party. The Indemnified Parties shall have the right to retain their own counsel, in which case those reasonable attorney's fees shall be covered by the Agreement to indemnify such parties for such fees set forth immediately above in this paragraph. This paragraph shall survive the termination or expiration of this Agreement. The JoCo Fair will NOT be responsible for any damage incurred if you request JoCo Fair equipment and/or employees to move your property during set-up or tear down of Vendor space.

5. CODE OF CONDUCT

All vendors, agents, employees, and independent contractors are expected to conduct themselves in proper fashion. Any disorderly conduct, theft, loud, profane language, material or disturbances of any nature may be cause for disqualification from all JoCo Fair events and shows and banishment from the premises. Show Management will not allow argumentative, confrontational, and hostile disregard for the show or Show Management personnel.

6. INSURANCE

Vendors must provide a certificate of insurance **30 DAYS PRIOR TO MOVE-IN** with a minimum of \$1,000,000 combined single limit bodily injury and property damage, including product liability, which names the JoCo Fair Association and the City of Gardner, Kansas as additional insured with the term of coverage to include move-in and move-out dates. The certificate must provide for a thirty (30) day written notice of cancellation and reduction in limits to the JoCo Fair. The certificates must be emailed to vendor@jocokansasfair.com or mailed to the JoCo Fair no less than 30 days prior to the show. Vendors may be included as an Additional Insured on the JoCo liability policy for a fee of **\$150** – payable in advance with the initial vendor payment. This insurance cannot be provided if requested less than two weeks prior to move-in. VENDORS CANNOT MOVE IN WITHOUT A CURRENT CERTIFICATE OF INSURANCE ON FILE.

7. ASSIGNMENT OF SPACE

Considerations will be given to the date a contract is received and the amount of space requested. The JoCo Fair establishes the boundaries for all booth spaces. Every effort has been made to ensure the accuracy of all information concerning floor plans; however no warranties, expressed or implied, are made with respect to the floor plan. If Vendor uses more space than allotted and paid for, Vendor will be expected to move inside space allotment or pay for the additional 10'x10' of space. If the location of building columns, utilities, or other architectural components of the facility is a consideration in the construction or usage of an exhibit, it is the sole responsibility of the Vendor to inquire concerning the location of its space. The JoCo Fair reserves the right, in its sole discretion, to assign booth space, and will have the right to re-assign booth locations for overall betterment and appearance of the show. The JoCo Fair reviews its floor plan annually. Therefore, requests for booth space similar to past locations may not be feasible. However, every effort is made to consider location requests. Vendors must be registered through the JoCo Fair and only sell items out of their assigned space(s). Anyone found selling items without permission of the JoCo or outside an assigned space may be fined in an amount two times the cost of a standard booth space and asked to leave the property.

8. PAYMENT

Payment is due in full 30 days prior to the event, if it is not your spot will be sold to another vendor. If you need to discuss your payment, please contact Travis Hutton at 913-710-5771. Credit card payments are subject to a 4% convenience fee.

9. CANCELLATION

In case of cancellation of the contest or unavailability of the event due to any causes that are beyond the JoCo Fair control, including, without limitation, such causes as war, governmental action or order, act of God, fire, flood, severe storm, strike, labor disputes, or other similar causes ("Force Majeure Event"), this Agreement shall terminate, and the vendor shall be entitled to the return of the fees for the registration, less the prorated share allocated to the JoCo Fair of the expenses incurred by the JoCo Fair in connection with the event as of the date of the Force Majeure Event. Refund of the Fees as provided in this section shall be the exclusive remedy of the vendor against the JoCo Fair in case the vendor is cancelled or rescheduled through a Force Majeure Event. In the event of cancellation or unavailability for reasons beyond the control of the JoCo Fair, vendor releases and holds all claims for damage and agrees that the JoCo shall have no obligation except the above stated refund.

10. REFUND POLICY

There are no refunds. This event is held rain or shine. Please notify JoCo Fair if you do not plan to attend.

11. BOOTH EQUIPMENT

If Vendor opts to drape their space, they must be draped with an 8 ft. back drape and 3 ft. side drapes. Vendors cannot exceed the 8 ft. height limit of the booth. Displays, signs and products must stay 4 ft. or below in the front 5 ft. of the booth to allow maximum view of all Vendors.

Vendors are not allowed to set up any tents of any size in Commercial Building.

12. CARE OF BOOTH SPACE

The JoCo Fair will arrange for the sweeping of aisles. Vendors will be responsible for the cleanliness of booth space. All signage must be professionally made and fit within booth dimensions without blocking the view of any other Vendor. Vendor MAY NOT use nails, staples, hooks, tacks, or screws to erect any decorations, or adhesives, including tape, that would deface the walls, ceilings, floors, facilities and equipment contained within the Complex. Vendors may not place anything in the aisles during the show. Vendor will be expected to leave booth space in the usable condition as it was when moving in.

13. SIGNAGE AND DECORATIONS

There is no signage allowed outside of the assigned vendor booth space. This includes barns, walls, doors, windows, etc. Approved tape 3M 9589 (double side adhesive), 3M 471 (single side adhesive) and Gaffers tapes are the only approved products for booth markings. Applied tapes and any residue must be removed from all surfaces prior to move-out. Paint, shoe polish and unapproved tapes are not allowed to be used in the facility. No drilling of the

structure is allowed. Any means of attachment must be non-destructive to the structure. All labor requirements for move-in/out, setup of display areas, etc. shall be the responsibility of the "contractor" not the "organizer".

14. BOOTH ATTENDANTS

Each booth must be occupied by a representative during official show hours. If you are unable to staff your booth during show hours you must receive prior approval from the JoCo Fair.

15. MOVE-IN/MOVE-OUT

A move-in/move-out schedule will be provided prior to the event and upon request. Vendors are responsible for moving in and out within the timeframe outlined on the schedule unless prior approval has been given by the JoCo Fair. Vendors are responsible for move-in and move-out without the assistance of the JoCo Fair. Vendors are not permitted to move out earlier than the specified time, or additional fees will be incurred, and the vendor will lose their right of first refusal for the next year.

16. ELECTRICAL Vendor must supply their own extension cord. No more than 200ft long.

17. INTERNET

Wi-Fi is not provided for Vendors during JoCo Fair events and cell phone service may be limited. The JoCo Fair recommends bringing your own personal hotspot, as the free Wi-Fi has limited speeds and capacity.

18. TAXES

A list of all Vendors at the JoCo Fair shall be furnished to the City of Gardner and the State of Kansas upon their request. It is the Vendor's responsibility to complete the appropriate procedures for reporting and submitting all taxes due. Vendors are responsible for completion and submission of all necessary tax documentation. If requested must be submitted to JoCo Fair..

19. WEAPONS

No weapons are allowed on the property, including weapons carried by individuals with valid conceal and carry permits. City of Gardner, Johnson County Sheriff and JoCo Fair adheres to a zero-tolerance policy regarding violence. Any person or persons engaged in violent acts will be removed from the property immediately.

20. PROHIBITED ITEMS

The selling of firearms, weapons, any service or good with reference to a political stance, alcohol, tobacco, drugs, and hazardous materials are prohibited at all our events. As well as any unwholesome material, defined at the discretion of the management of the JoCo Fair. Upon registration the vendor will provide a list of the services/products sold by the vendor. The final discretion of items being sold at JoCo Fair events is up to the JoCo Fair. The JoCo Fair has the right to ask a vendor to stop selling an item if it is seen in violation of this term.

21. ANIMAL PERMITS

The presence of animals on the grounds must be within enclosure or on leash or lead. Any aggressive animals will be removed.

22. PHOTO RELEASE

Please be aware that by participating in an JoCo Fair event, you consent to your voice, name, and/or likeness being used, without compensation, in any and all media or any other purposes by the JoCo Fair, its affiliates and representatives. You hereby hold harmless and release and forever discharge the JoCo Fair from all claims and demands related to the use of these images. This term can be modified upon written request of the JoCo Fair.

23. USE OF LOGO

The JoCo Fair has sole and exclusive right to produce, sell or give away products bearing its logo(s) and only its designated licensees may distribute such products.

24. RECOMMENDATIONS

Vendors are asked to follow all health and safety guidelines. By participating or attending the event, you are acknowledging that an inherent risk of exposure to

contagious illnesses exists in any public place where people are present. You and any guests voluntarily assume all risks and agree to not hold the JoCo Fair, City of Gardner, Kansas; or any of their affiliates, directors, officers, employees, agents, contractors, or volunteers liable for any illness or injury.

25. If the terms and conditions are updated, the vendor will be notified and required to review, sign, and abide by updated terms prior to being able to participate.

26. *PRIDE Amusement 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 inflatables or stuffed animals.

AGREED BY:

Vendor Name: _____ Date: _____

Name and Title _____

Signature _____