

**DELAWARE COUNTY FAIR®
EXHIBITOR LICENSE TERMS & CONDITIONS**

This Exhibitor License ("License") is entered into at Delaware, Ohio and is by and between the Delaware County Agricultural Society, dba Delaware County Fair® ("Society") and the Exhibitor identified on the license form attached to the cover hereof ("Licensee").

The Society and Licensee desire to provide for the Licensee to occupy a specific space or booth indicated on the Exhibitor License Form Solely for the distribution, exhibition or sale of Licensee's products, services or information identified, or for uses specified on the Exhibitor's License Form, to persons attending the 2009 Delaware County Fairgrounds ("Premises").

In consideration of the foregoing and of the mutual promises herein made, the Society and Licensee hereby agree as follows:

- A. **LIMITED RIGHT TO OCCUPY**-Subject to the terms, conditions and provisions herein and so long as the Licensee hereby accepts such limited right, all upon and covenants set forth in this license. Licensee shall have access to the Space or Booth beginning on Monday, September 14th until the expiration of the License as set forth herein. The identity and location of the Space or Booth shall be within the sole discretion of the Society. Licensee's activities shall be confined solely to the interior confines of the Space or Booth. Licensee shall not be permitted to use the aisles or walkways abutting the Space or Booth, other than for standard ingress and egress in common with other Fair participants and visitors. Licensee shall, at a minimum, occupy the Space or Booth at the days and times specified on the Exhibitor's License Form.
- B. **OCCUPANCY LICENSE FEES**-Licensee agrees to pay the Space or Booth license fee set forth in the Exhibitor License Form, which shows an amount to be due as a deposit and received by the Society on or before Thursday, May 1, 2009, and shall be nonrefundable in all cases. Licensee agrees to pay the balance of the license fee and other charges for the Space or Booth set forth on the Exhibitor License Form on or before Friday, July 31, 2009. If you fail to pay the deposit or balance due in a timely manner, your Space or Booth will be released and you will be put on the waiting list. In addition, licensee agrees to occupy and conduct business in the space or booth starting with opening day of the fair until the close of the fair. If you leave prior to the close of the Fair, you will forfeit your location for the coming year and you will be put on the waiting list.
- C. **PHOTOGRAPH and USE**-A current photograph of your "display" must accompany your Exhibitor's License Form at the time you make your down payment unless the photograph was submitted with a Vendor's Application. In addition, you must complete page two of the Exhibitor's License Form, listing all products or services being offered in order of importance. Food Vendors are to list products in order of sales. Your top seller would be No. 1, etc. The Space or Booth shall be used solely for the distribution, exhibition or sale of Licensee's products, services or information identified or for purposes specified on page 2 of the Exhibitor License Form and for no other purposes whatsoever. Securing and maintaining all local, state, and federal and other licenses, permits, etc. governing or allowing the concessionaire to participate or sell and or manufacture his product, is the sole responsibility of the concessionaire. The State of Ohio requires all

concessionaire's to have a transient vendor's license in order to sell at any Ohio event. Please call the Ohio Dept. of Taxation at 1-800-282-1782 or email www.state.oh.us/tax to obtain information and the forms.

- D. **RESTRICTIONS ON USE**-The Fair Manager's consent must be obtained before Licensee conducts or promotes any drawing for prizes, gifts or any other type of give away. No raffle tickets may be sold on the grounds per Section 1711.09 of the Ohio Revised Code. No Space or booth shall be used for human habitation on a temporary or full time basis. The Licensee shall not (i) interfere with another licensee; (ii) store any property outside a space or booth; (iii) allow any other person to use a Space or Booth; (iv) deface or damage any Space or Booth or the Premises; which includes but is not limited to curtains; (v) alter any Space or Booth other than the one assigned to; or (vi) store any flammable, combustible, explosive or other dangerous items in the Space or Booth or on the Premises without Society's written consent.
- E. **CARE of SPACE or BOOTH**-The Licensee agrees to keep the Space or Booth and adjoining areas free of trash and debris and in a well-kept condition.
- F. **TRADEMARKS**-The trade and service marks "Little Brown Jug®", "Delaware County Fair®" and "Jugette®" are registered marks of the Delaware County Agricultural Society or the Little Brown Jug Society and such marks, or any variations thereof, may not be used by Licensee in any manner without the express written consent of the owner of such mark.
- G. **UTILITIES**- All electrical hookups will be done by a Delaware County Fair Board approved electrician. The Licensee agrees to exercise good conservation practices in the use of electricity and water. The Licensee agrees to refrain from the use of electrical appliances or equipment, which are deemed a fire risk by the Fire Marshall and / or Fair Manager. The Licensee shall be liable for any damages incurred as a result of the use of such electrical appliances or equipment. The Society shall have the right to inspect all Space and Booth areas and may order the removal of any appliances, equipment or material which are considered fire hazards in the sole discretion of the Fair Manager or his designee.
- H. **REPORTING**-The Licensee shall report immediately to the Fair Manager, any condition in or about the exhibition areas regarding electrical deficiencies, waterline breaks, roof damage, etc.
- I. **SPACE or BOOTH ASSIGNMENTS**-The Fair Manager or his designee shall have the final decision on the assignment of Space and Booth locations.
- J. **CONDUCT**-Licensee and all employees, agent or invitees or the Licensee shall, while on the premises, conduct themselves at all times in a first-class, professional and business-like manner consistent with reputable standards and practices and the purpose of the Society and the Fair as set forth in the *Constitution of the Society*. In the event of any inappropriate behavior, the Society shall have the right to terminate this License.
- K. **INSURANCE**- The Licensee shall purchase and maintain a comprehensive commercial general liability insurance policy provided by a company licensed to do business in the State of Ohio that includes premises and operations, products and completed operation coverage, contractual liability and broad form property damage with per occurrence liability limits of at least \$1,000,000 and broad form property damage limits of at least \$50,000. Licensee shall provide the Society a certificate of insurance that

documents coverage is in place and provide the certificate to the Delaware County Agricultural Society prior to the opening of the fair.

- L. **INDEMNIFICATION**-The Licensee does hereby expressly stipulate and agree, in consideration of its right to occupy the facilities, to indemnify and hold forever harmless the Society and its members, officers, trustees, agents or employees from and against any and all claims, demands, liabilities, damages, judgments, orders, decrees, actions, proceedings, fines, penalties, cost and expenses, including without limitation, court cost and attorney's fees arising from or relation to any life, damage or injury to persons, property or business occurring in, about or from the Space or Booth, or directly or indirectly caused by, in connection, or relation to any violation of this License of use of the Premises, Space or Booth by, or any other act or omission of, Licensee, any other occupant of the Space or Booth, or any of their respective agents, employees, volunteers or invitees.
- M. **SECURITY**-Licensee does hereby expressly stipulate and agree that the Society shall have no obligation to provide any safety or security measures, services or programs for the Licensee or the Licensee's personal property and shall have no liability for failure to provide the same or for the inadequacy of any measures provided. The Licensee desires protection against any criminal acts or other losses to personal property.
- N. **DEFAULT**-If (a) Licensee fails to pay any amount payable to the Society when due, or (b) Licensee fails to observe, keep or perform any of the other items, covenants, agreements or conditions contained herein on its part to be observed or performed, the Licensee shall be deemed to be in default hereunder.
- O. **FORFEITURE of SPACE or BOOTH TERMINATION**-In the event of a default, the Society may at its option and without any further notice or demand, have the right at any time thereafter to give notice of termination to Licensee, and on the date and time specified in such notice this Licensee shall terminate without prejudice to any other remedy the Society may have at law or in equity. Such notice of termination need not be in writing and may be oral.
- P. **EXPIRATION**-This Exhibitor License shall expire on the last day of the Fair at 10:00 pm. The Licensee shall not vacate, abandon or dismantle the Space or Booth before the exhibitor License expires. On the day and at the time this License expires or sooner terminates, Licensee will deliver in the same condition as on the date of this License. If the Licensee does not leave a Space or Booth empty and clean, the Licensee will pay, on demand, a cleaning fee of one hundred dollars (\$100.00) per Space or Booth. The Licensee will also be responsible for and shall pay for any damage caused to Space or Booth or to any facility on the premises. The Society is not taking care, custody, control or dominion of the contents of the Space or Booth. Neither the Society nor any member, officer, director, trustee, agent or employee of the Society shall have any personal liability under this License.
- Q. **RELATIONSHIP of SOCIETY and LICENSEE**-The relationship of the parties created by this License is that of owner and licensee, not that of landlord and tenant and not that of bailee or bailer, nor is Society a warehouseman engaged in the business of storing property for hire. The Licensee's property in the Space or Booth or on the Premises will be at the Licensee's sole risk. The Society and its members, officers, director, trustee, agent or
- employee of the Society shall not have any personal liability under this License.
- R. **ADA COMPLIANCE**-Licensee agrees to conduct its activities in a manner that complies with the Americans with Disabilities Act including the exhibition or delivery of its product or services in a manner that it is accessible to disabled persons.
- S. **NON DISCRIMINATION**-Licensee agrees to conduct its activities in a non-discriminatory manner and to make its product, services and information available to all fairgoers without regard to race, color, religion, sex, national origin, handicap, ancestry or age.
- T. **GOVERNING RULES**-Licensee agrees to comply with the constitution and bylaws of the Society and all laws, rules and regulations of, or applicable to the Delaware County Fair, the Delaware County Agricultural Society or to Licensee's use of the Space, Booth or the Premises. It shall be the responsibility of the Licensee to obtain copies of and be familiar with such constitution, bylaws, rules and regulations. Copies are available upon request at the Fair Office.
- U. **NO ORAL AGREEMENT**-This License states the entire occupancy agreement between the parties and there are no other representations, promises or agreements between them, no agreement or waiver will be effective unless in writing, signed by both parties.
- V. **NO WAIVER**-The failure for the Society to act on previous occasions with this License or any rule or regulations will not prevent the Society from taking action for subsequent noncompliance. The receipt of license fees with knowledge of noncompliance is not a waiver of noncompliance.
- W. **NO ASSIGNMENT**-This License is personal to the Licensee and may not be assigned encumbered or transferred directly or indirectly by licensee without the express written consent of the Society. Any such assignment without such consent will be void and of no effect.
- X. **VEHICLES**-Personal vehicles and transportation vehicles are only permitted in designated parking areas on the fairgrounds. At no time are vehicles permitted around your unit or building. Vehicles will be towed at owner's expense.
- Y. **PETS**-Personal pets are prohibited in the Space or Booth areas during the operation of the Fair. Violators of this rule will be requested to remove pet or pets immediately and failure to do so will cause the Society to revoke the License of the Licensee. The Licensee will be required to vacate the Space or Booth and the Premises as soon as feasible.
- Z. **ICE**-All ice used is to be purchased from NorthStar American Concessions. **Failure to comply will be cause for revocation of license and withdrawal of invitation to participate in future fairs.**

Revised March 2009

To submit application please print and send to:

Delaware County Fair
236 Pennsylvania Ave.
P.O. Box 1278
Delaware, OH 43015