

Commercial Vendor Agreement

Cass County Fair Pine River

June 22-25, 2023

Firm, Organization or Individual Name _____

Address _____ City, State, Zip Code _____

Person responsible for application _____

Contracts and all correspondence will be sent to this person.

Business phone _____ Home phone _____ Fax _____

E-Mail Address _____

Exhibit purpose – products or services to be displayed or sold. Attach additional sheet if needed.

*** Food items competing with carnival are not allowed.**

Indoor: Commercial Exhibit Building \$75 for each (10' x 10' space)

Number of spaces requested _____

Outside: \$100 for each (10x10 space)

Number of spaces requested _____

Size desired (frontage and depth) _____ frontage X _____ depth (minimum)

Space size must include all awnings, tie-ons, overhangs, trailer hitches, etc.

Table: \$10 each

Electricity: \$10 -

Food Vendor: \$200 including 50 amp (can't guarantee water hookup) _____ (10x10 space).

I/We have read and agree to follow the exhibitor rules and regulations as outlined by the Cass County Agricultural Society for exhibiting at the 2023 Cass County Fair.

Signature

Date

Enclosed is a check payable to the Cass County Agricultural Association in the amount of space requested above: \$ _____ (we do not accept credit cards at this time)

Return to:

Cass County Agricultural Association

P.O. Box 428

Pine River, MN 56474

Phone (218) 839-9480

Office use only: Date Received _____

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RULES AND REGULATIONS FOR COMMERCIAL EXHIBITORS

AT THE CASS COUNTY FAIR IN PINE RIVER, MINNESOTA

1. Exhibitor spaces are not transferable
2. The exhibitor accepts full responsibility for all liabilities for damages to persons or property arising out of his/her use and occupancy of these premises.
3. The Cass County Agricultural Association (Fair Board) will not be responsible for any loss by theft, fire, accident, or act of God.
4. Exhibitors will provide their own extension cords.
5. The exhibitor will not interfere with other exhibitors by activity beyond the space rented or by nuisance such as excessive volume on a public address system, musical instruments, bright lights, etc.
6. Applications for space must be paid in full. If for any reason, the designated bank returns a check; a fee of \$30.00 will be charged to the Exhibitor. Failure to comply after receiving notification will automatically cancel the contract with no refunds being made, unless the Fair has approved other arrangements. Contracts returned as "undeliverable" by the Post Office will be cancelled.
7. Refund of any amount paid the Fair by the Exhibitor will be at the Fair's sole discretion.
8. The Fair Board reserves the right to cancel or deny any application by refunding the fee and indicating the reason for the denial or cancellation of the application.
10. Exhibitors will keep their areas neat and clean.
11. **Commercial exhibit hours will be Thursday 4pm to 8:30pm, Friday from 11:00 am to 9:00 pm, Saturday will be 11:00 a.m. to 9:00pm and Sunday 10:00am to 3:00pm. All exhibit booths must be accessible during the hours the fair is open for public viewing.**
13. Exhibits may be set prior to exhibit hours.

If requiring restock of products for your booth please do so before fair operation hours or by non-motorized equipment. **Deposits are \$50 for Commercial building and Outdoor. Deposits for food vendors will be \$100. All deposits due May 1st.**

14. Exhibitors will need to fill out and send in ST19 form

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Commercial exhibit hours will be.....

Thursday from 4:00pm to 8:30pm

Friday from 11:00am to 9pm

Saturday will be 11:00 a.m. to 9 p.m.

Sunday 10:00am to 3 p.m.

Release cannot begin until after 3:00pm. You may walk items to your car after closing on Sunday. No outside vendors can leave until 3:00pm Sunday.

All exhibit booths must be accessible during the hours the fair is open for public viewing.

Exhibits may be set up on Wednesday starting at 5:00 p.m. and must be completed by 3pm Thursday; this is the official opening of the Fair. (May set up earlier by appointment) 218-839-9480. **NO Driving within fair grounds during fair operation hours.** If requiring restock of products for your booth please do so before fair operation hours or by non-motorized equipment.

**** Do to full capacity **ALL VENDORS will park between the commercial building and 371** after unloading products. Signs will be posted. Additional parking will be available south of the Don Smith Building near the horse arena.

Watch for Vendor Parking Signs

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COVID-19 WAIVER OF LIABILITY AND INDEMNIFICATION

1. I agree that I am personally responsible for my safety and actions while using the Cass County FairGrounds under agreement with the Cass County Agricultural Association (CCAA). I agree to comply with all CCAA policies and rules, including but not limited to all CCAA policies, guidelines, signage, and instructions. Because the Cass County Fairgrounds are open for use by other individuals, I recognize that I am at higher risk of contracting COVID-19. With full awareness and appreciation of the risks involved, I, for myself and on behalf of my family, spouse, estate, heirs, executors, administrators, assigns, and personal representatives, hereby forever release, waive, discharge, and covenant not to sue the CCAA, or Cass County Fairgrounds, its board members, officers, agents, servants, independent contractors, affiliates, employees, successors, and assigns (collectively the "Released Parties") from any and all liability, claims, demands, actions, and causes of action whatsoever, directly or indirectly arising out of or related to any loss, damage, or injury, including death, that may be sustained by me related to COVID-19 whether caused by the negligence of the Released Parties, any third-party using the Cass County Fairgrounds, or otherwise, while participating in any activity while in, on, or around the Cass County Fairgrounds and/or while using any CCAA facilities, tools, equipment, or materials.

2. FORCE MAJEURE. Neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy.

For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder.

In the event Force Majeure is set in motion, deposits shall be refunded, if requested, or placed towards the next year's scheduled event.

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