

1) DEFINITIONS

- a) FAIR: The Clay County Fair
- b) 4-H: Clay County Missouri 4-H, the sponsoring organization of the FAIR
- c) VENDOR(S): The organization, person, or entity contracting with to participate as a vendor at the FAIR and their agents, employees, and volunteers.

2) INTERPRETATION AND ENFORCEMENT OF RULES

Each VENDOR shall comply with the following rules and regulations, in addition to complying with any and all statutes and ordinances of the State of Missouri, County of Clay, and City of Smithville pertinent to the VENDORS participation in the FAIR, including, but not limited to, statutes and maintenance, and fire safety. 4-H shall have the right to interpret the following rules and regulations; to amend or add such rules and regulations as in its discretion. Any violation shall result in immediate forfeiture of all rights of participation in the FAIR and any monies paid to secure participation.

3) LIABILITY INSURANCE ALL VENDORS are required to present a \$1,000,000 liability insurance certificate or pay the add'l fee to be included under the FAIR policy. All certificates must list The City of Smithville, and 4-H as an add'l insured. INSURANCE IS A SPECTATOR LIABILITY COVERAGE, NOT PROPERTY COVERAGE. 4-H and City of Smithville shall NOT be liable for any loss or damage to any merchandise or personal property in or about VENDORS booth.

4) SALES TAX PAYMENTS All VENDORS shall be responsible for all sales tax obligations to the State of Missouri and/or the City of Smithville.

5) RETURNED CHECKS AS UNPAID VENDORS will be charged a \$30 returned check fee and may result in the application being denied.

6) FOOD VENDORS

\$25 deposit is required at the time of application, in a separate form of payment (Check or Cash only). Any grease, charcoal or trash not disposed of properly will result in the deposit not being returned. ALL FOOD VENDOR APPLICATIONS MUST INCLUDE A COMPLETE MENU. Food permits are required from the Clay County Health Dept., 800 Haines Dr., Liberty, MO 64068. 816-595-4200. Food permits must be displayed at all times. PERMITS MUST BE OBTAINED AT LEAST 14 DAYS IN ADVANCE PER CCHD.

7) COMMERCIAL/POLITICAL VENDORS DS, jewelry, clothing, household items, siding OR solicitation of business services, such who wish to promote their business or political party/candidate. The FAIR will only allow two booths that advertise/sell the same products brand/ line, such as: Mary Kay, Discovery Toys, Avon, etc. If your company only allows for ONE representative per venue, you must notify us in writing.

8) CRAFT VENDOR Items that are handmade by the VENDOR. This does not include items that are handmade but purchased for resale.

9) NON-PROFIT VENDORS Defined as any organization that has a 501C(3) tax-exempt letter. THIS MUST ACCOMPANY ALL APPLICATIONS.

10) APPLICATION PROCESS VENDOR applications must include a list of product items offered in booth – no other items will be allowed in the booth space. If your application is approved

you will receive information with your tentative booth space information. However, if your application is declined, your application and payment will be returned to you. 4-H reserves the right to assign spaces and alter map layout as deemed necessary at anytime.

11) MERCHANDISE No VENDOR should display for sale or otherwise materials which shall be deemed obscene, dangerous, or unlawful. Prohibited are items including, but not limited to, the following: drug paraphernalia and related items, butterfly knives, all knives, throwing stars, guns and brass knuckles. 4-H will notify VENDOR of violation of this provision and permit removal of said items from the grounds.

12) ELECTRICITY Access to electricity may be available by not guaranteed. Vendors are encouraged to bring their own generators. All VENDORS are responsible for supplying heavy weight, three conductor grounded extension cords an appropriate length to reach generators and outlets.

13) BOOTH SPACE/CONSTRUCTION Dimensions – Booths are 10' deep x 10' wide. Food Booths are 10' deep x 20' wide. In the event a trailer is used as a booth, it must fit, including tongue, within booth space. Tables and tents are NOT provided. If a tent is being used, it may not be staked to the ground; sandbags are permitted. 4-H reserves the right to remove a booth from the FAIR if the booth is constructed in an unsafe manner.

14) VENDOR CHECK-IN/SETUP/BREAK DOWN VENDORS setup begins an hour before each time slot. AFTER THEY HAVE CHECKED IN AND RECEIVED THE VENDOR PACKET AND VEHICLE TAGS. Vendors should stay until the latest time listed on their time slot. These times may be adjusted by Police and FAIR should crowd conditions warrant it.

15) BOOTH CONDUCT VENDORS will confine their operations to the booth and shall not solicit business outside their booth. Subleasing of all, or any of the assigned booth space by the VENDOR is prohibited. VENDORS cannot permit another party to exhibit, promote in any manner, or take orders in the booth. No Smoking is permitted within the booths. It is recommended that any items of value be removed from the festival grounds each evening. Any VENDORS found not complying with the rules and regulations listed within this application/contract will be billed a compliance penalty in the amount of \$100. Compliance penalties must be paid to 4-H within 30 days of being notified and risk not being accepted in future events.

16) ACCESS TO THE FAIR Vendors shall check in at the information table by the Senior Citizens Center. Information will be given to allow entry of vehicle(s) through the barricaded boundaries of the FAIR. All vehicles should be outside barricades one hour prior to their assigned times. Police and FAIR security may limit access earlier if crowd conditions warrant. There is not a designated parking area for VENDORS.

17) CLEANUP & TRASH DISPOSAL VENDOR booths must be kept clean at all times. All refuse, rubbish, and garbage must be deposited in dumpsters provided.

18) CANCELLATION & LATE FEES VENDOR shall notify 4-H in writing of intent to cancel this contract no later than July 1, 2019, in order to receive a 50% refund. No refunds are available after July 1, 2019. A late fee of \$50 will be charged for all applications postmarked at a USPO after June 30, 2019. Late applications will not be processed until the late fee is paid.