



P.O. BOX 83, CRESCO, IA 52136
 Management by Howard County Agricultural Society
 Fair Office 563-547-3400
 Website: www.mhcfair.com
 E-mail: tbarnes@mhcfair.com

COMMERCIAL EXHIBITOR & CONCESSIONAIRE CONTRACT

FAIR DATES -- Set up: _____ Open to public: _____ YEAR CONTRACTED: _____
 CONCESSION: _____ TYPE: _____
 SIZE: _____ LOCATION: _____
 FEDERAL I.D.#: _____ IA SALES TAX #: _____ SOCIAL SECURITY #: _____
 CONTACT PERSON(S): _____
 MAILING ADDRESS: _____
 CITY: _____ STATE: _____ ZIP: _____
 HOME PHONE: _____ WORK PHONE: _____ FAX: _____
 E-MAIL ADDRESS: _____
 VOLTS: _____ AMPS: _____ WATER HOOKUP: _____
 PRODUCTS: _____

CAMPING FEE: _____ ADDITIONAL VEHICLES FEE: _____ CONCESSION FEE: _____

TOTAL CONTRACT FEE: _____ **CONTRACT RESPONSE DEADLINE:** _____

This contract is accepted upon condition that the business as stated above is to be conducted in accordance with the Rules and Regulations of the Society and the State of Iowa, and further that the Purchaser of this contract pledges and offers to the Society any and all structures occupied or erected by him or them, all goods, implements, or appurtenances which are used in transacting business to which this privilege pertains, as a Guarantee for the payment of the sum herein stated, and in the case of such forfeiture, said Society shall have the privilege of offering the same at public auction, and apply enough of the proceeds from such sale of the discharge of the amount due. The locations for said privilege to be assigned by the Secretary of the Society. Retention of this contract on the part of the purchaser will be taken as evidence of acceptance. Further the Society assumes no responsibility for the loss or damage of the Concession's property. It is also agreed as a consideration for the Howard County Agricultural Society accepting lease of stated space that the Concession will hold the Agricultural Society harmless by reason of any claims given rise to anyone patronizing the Concession's business, and the Concession does hereby release, relieve and discharge the Howard County Agricultural Society from any claims.

I, (please print) _____ as Agent for the Concession, accept this contract and agree to lease the assigned space at the Howard County Fair for the above stated year and agree to the conditions set by this contract, as stated on the back side of agreement.

Signed: _____, dated this _____ day of _____
 (Agent for Concession)

Signed: _____, dated this _____ day of _____
 (For Howard County Agricultural Society)

Please complete and return white copy of lease with appropriate space fee by the deadline stated above. Keep yellow copy for your records. Send to Mighty Howard County Fair, P.O. Box 83, Cresco, Iowa, 52136.

Questions, please call Fair Manager at 563-547-4996.

-----CONTRACT TERMS AND CONDITIONS ON REVERSE SIDE -----

Read over contract to make sure information is accurate for your concession. Make changes on contract and initial each one if needed. Especially needed are your utility demands. Please take time to return the contract and fee as soon as possible. *If for some reason you cannot exhibit this year, for courtesy sake return the contract unsigned with a note of your intention not to exhibit.* We do have a waiting list of exhibitors, so your prompt response is appreciated. **Contracts not returned by the Response Deadline date will be voided and the space will be leased to another exhibitor.**

EXPO CENTER EXHIBITORS PLEASE NOTE

- Please note exhibitors along outside walls. Due to installation of HVAC ducts, the back wall height is 6' 8" high. Please remember this when planning your booth. A layout of inside exhibitors will be sent to each one approximately one month prior to the Fair.
- All inside exhibitors are to shut off all electrical items they might have in their booth when the booth is not occupied, and when the building is closed to the public. This means fans, special lighting and other enhancements.

CONDITIONS OF CONTRACT for MIGHTY HOWARD COUNTY FAIR

1. All desiring to obtain leases for the sale of articles or for exhibitions must pay the price of such permits in advance. Contracts issued by the Fair office must be returned by the deadline date with payment in full for space fee, both as specified on the contract, or the contract will be voided and the space will be leased to another exhibitor.
2. Set up hours for commercial exhibits and concessions will be Monday from 1:00 p.m. to 6:00 p.m. and Tuesday from 8:00 a.m. to 9:00 p.m. of Fair week.
3. Space assigned and not occupied before Noon Wednesday, the first day of the Fair will be forfeited.
4. Commercial exhibit spaces must be occupied by the lessee by Noon on Wednesday of the Fair and remain in place until 7:30 p.m. on Sunday of the Fair. Inside display hours will be Wednesday, Thursday and Friday from 1:00 p.m. to 10:30 p.m.; Saturday from Noon to 10:30 p.m. and Sunday from Noon to 7:30 p.m. Outside concessions and exhibitors may open earlier and remain open later if so desired.
5. Any lessee of space leaving before designated time loses right to return to the Fair, unless expressed permission has been secured from the Fair Office. Lessee also forfeits any deposits made to Fair for the space.
- 6. No parking of vehicles, unless a part of the concession, will be allowed around the exhibit and central building complex. Vehicles may enter the area to load/unload goods or exhibits only. **No vehicles are allowed in this area from 10:30 a.m. to 11:30 p.m., unless expressed permission is received from the Fair Office. Fair Manager will determine location of additional supply vehicles.****
7. All special electrical and water hookups will be charged to exhibitor and collected for at time of hookup.
8. All food concessions must furnish the Fair with a certificate of liability insurance, naming the Howard County Fair as additional insured. Minimum liability coverage shall be \$1,000,000 per occurrence.
9. Charge for camping, electrical needs and water needs must be made with the Fair office.
10. All campers must park in the campground of the fairgrounds, and pay fees for camping as set by the Fair Office.
11. All food concessionaires shall cause to be posted in a conspicuous manner, at the front or entrance of place of business, a sign showing the price charged for meals, lunches, drinks or other articles of food offered for sale.
12. Exhibitors may advertise and distribute from their assigned concession space only.
13. No part of a commercial exhibit, inside or outside, may be in any way attached to any buildings and other property of the Fair. All exhibits must be free standing.
14. Expo Center exhibitors are prohibited from using nails, pins or other metal fasteners on walls and ceilings of Expo Center. Only approved tape may be used. At no time may any inside exhibitor hang or attach any signs, materials, banners, articles and such from light fixtures and/or any part of the ceiling.
15. Any commercial concession wanting to sell its product in the grandstand during the shows must first receive permission from the Fair office and pay any fees deemed appropriate by the office. All persons selling for vendors during the grandstand shows must pay the normal admission price to the shows.
16. A contracted concession or commercial exhibitor cannot sub-lease exhibit space to another party.
17. All concessions and exhibitors selling a product(s) or service from their leased space at the Fair must pay Iowa Sales Tax. The Fair requires a Federal ID number, Iowa Sales Tax number and Social Security number from each concession or exhibitor. If the concession or exhibitor does not have an Iowa Sales Tax number, a temporary form is available at the Fair office.
18. Concessions and Exhibitors are rented space only. All exhibitors must provide their own chairs, tables, backdrops, enclosures, equipment and such. The Fair does not supply such items.
- 19. The Society will carefully guard against extortion in any form being practiced on the patrons of the Fair. A violation of the rule will cause forfeiture of contracts, money paid, and the expulsion from the grounds.**