

## **Wicomico County Fair Vendor Agreement**

Vendor agrees to all terms in this agreement and in the Vendor Application. Any violation by the Vendor gives Wicomico County, the Wicomico Farm and Home Show, Inc. ("Fair"), or their authorized agents the right to

- a) Immediately terminate this agreement;
- b) Require the Vendor, immediately upon notice of violation of this agreement, to cease operations and vacate the premises; and
- c) Forfeit all fees paid to Wicomico County to participate in the 2020 Wicomico County Fair.

Any change to this agreement must be in writing and signed by Wicomico County.

1. Wicomico County agrees to provide each Vendor of the 2020 Wicomico County Fair with either a 15' x 20' space, 10' x 15' space, or 10' x 10' space at Winterplace Park. The Vendor must provide its own tent, tables, chairs, and 100' extension cord (if electrical power is requested). If the Vendor fails to claim its reserved space by 2:00pm on Friday, August 21, the organizers may assign or resell the space to another vendor without further notice or refund to the original Vendor.
2. Vendor agrees to obey all rules and instructions given by the Fair's Vendor Coordinators. Failure to strictly adhere to the instructions may result in the immediate termination of this agreement and immediate forfeiture of all fees paid to the Fair.
3. Vendor agrees to obey all directions by the Fair related to protecting the environment and infrastructure of Winterplace Park and the safety of festival patrons. Vendor agrees to compensate the Fair for any damage to the environs and infrastructure of the park caused by Vendor, its agents, equipment, or materials.
4. Vendor agrees to only use the space within its booth and not to extend beyond 3 feet directly in front of its booth for any sales, distribution, or other solicitation by the County participant. Vendor agrees that it is strictly prohibited from "canvassing" or otherwise roaming the festival grounds in any effort to promote its booth's purpose.
5. Any amplified sound and loud noise from your booth is prohibited. Additionally, the Vendor agrees that any adult materials must be displayed in compliance with all applicable laws regarding the display of items that may be considered obscene or objectionable for view by minors.
6. The Fair may prohibit the display, advertisement, or other promotion of any business, company, or organization anywhere on the festival grounds that conflicts with a current Fair sponsor, event sponsor, or preferred vendor. Any questions concerning current sponsors or preferred vendors should be directed to the Wicomico County Fair Vendor Committee Chairman Jamie Nichols before the event.

7. Vendor must not display, offer for view, or sell any illegal items. Vendor must not display, offer for view, or sell any items that are unlicensed or copies/interpretations of licensed or registered items.
8. Vendor must not display, offer for view, take orders for, sell, or solicit for donation any items that are imprinted, emblazoned, or marked in any manner with the words "2020 Wicomico County Fair." Even when printed with other words, Vendors must not offer phrases, logos, or artwork with any variations of these words.
9. Vendors must not sublet their space to anyone.
10. Vendor understands that it is responsible for sales and use tax.
  - You MUST obtain a Maryland Sales Tax number for the purpose of reporting sales tax collected to the State of Maryland and you must obtain a Wicomico County Independent Business License from the Clerk of the Circuit Court for Wicomico County.
  - The sales tax number can be obtained at no charge on-line at [www.marylandtaxes.com](http://www.marylandtaxes.com). If you need a copy of a sales tax number that you currently have, a copy can be obtained by calling 410-974-5534.
  - After you get the sales tax number, you MUST obtain your business license at least 7 days before the festival. You should contact Donna Short at the Clerk of the Circuit Court Office for Wicomico County. Her telephone number is 410-543-1427, ext.162.
  - Exception: If you receive less than 10% of your annual gross income from your sales at this festival AND you have not participated in more than 3 events in the past year, you DO NOT have to obtain a Maryland Sales Tax Number. If this applies to you, please contact Jamie Nichols at 410-548-4900 x 108 to receive the applicable form.
11. The Fair and its representatives are not responsible for any Vendor permits. Vendor is responsible for the acts of (and all costs associated with) all its employees and volunteers. A Vendor must not hold itself out as an agent of the Fair.
12. Cancellations / Refund Policy / No Shows: A 75% refund will be given upon a written request received by July 17, 2020 only if the space can be filled from the Fair waiting list. No refunds will be given for any request received after July 31, 2020.
13. The Fair will provide limited overnight security at the festival site on Thursday, August 20 at 7:00pm; Friday, August 21 at 11:00pm; and Saturday, August 22 at 10:00pm, but the Fair accepts no responsibility for items left overnight. Vendors assume the risk of loss for all items in their booth at all times.
14. The Fair makes no representation or guarantees about actual festival attendance.

15. Vendor understands that the Fair has no control over weather, acts of God, acts of terrorism, or governmental intervention, or anything else that may prevent, alter, or interrupt the festival weekend. Participants release the Fair for any losses caused by these events. As a rain-or-shine event, no refunds will be given due to inclement weather.
16. The Fair has complete discretion in locating all Vendor booths, irrespective of the Vendor's request. The Fair makes no representation and does not guarantee any volume of "foot-traffic" of festival guests in any area of the grounds. The Fair cannot speculate upon or control the popularity of one area of the festival over the other.
17. Upon vacating its booth space, Vendor must dispose of all trash in appropriate containers and ensure that the booth space is free of trash and in the same condition as it was before Vendor's occupation. Failure of the Vendors to clean their booth site may result in the future denial of Vendor participation. Vendor will have access to the grounds until 9:00pm on August 23, 2019 to clean up and remove all materials from their location.
18. Vendor certifies that it maintains adequate liability insurance to cover all occurrences which may result in the damage or injury to anyone in Vendor participant's booth space. A certificate of liability insurance naming the Wicomico Farm and Home Show and Wicomico County as additional named insured is also required.
19. Signs, banners, tents, and similar items must be made of a fire-retardant material. Proof of a fire-retardant rating must be made available to the Wicomico County Fire Marshal upon request. Failure to have this information will result in the immediate closure of the Vendor's operation until the information is provided. Vendor waives any claim for losses or damages against the Fair caused by the failure to have this information.
20. Vendor agrees to indemnify the Fair and Wicomico County, including their officers, agents, and employees, from all liability arising out of the Vendor's participation in the festival. This obligation of indemnification applies to any negligent conduct, whether active or passive, including acts or omissions of Vendor's agents or employees.
21. Food booths are also required to display the following: a) Health Certificate; b) Fire Extinguisher.
22. Ice runners will be available throughout the festival hours selling bags of ice to Vendors. Vendors can pay cash at the point of purchase or can create a tab that will be due by the end of the festival. All applicable ice fees must be paid in full before the close of the Fair. In the event that fees are not satisfied, the Vendor will be invoiced and be subject to late fees in addition to exclusion from future festival sponsored by the Fair.
23. Grounds will open for move-in on Thursday, August 20 from 5:00-7:00 pm and Friday, August 21 from 8:00am-3:00pm. All vehicles must be off festival grounds and in designated parking areas by 3:00pm on August 21.
24. Unless given prior approval by the Fair, vendor agrees to have their booth space secured and grounds vacated by 11:30pm on August 21 & 22.