



2024 ELIZABETHTOWN FAIR CONCESSIONS CONTRACT

August 19th – August 24th

The ELIZABETHTOWN FAIR, (the Lessor), hereby conveys to \_\_\_\_\_ (the Lessee), an area for the sole purpose of operating a food, game, or commercial stand (please indicate one) by the Lessee and is subject to the conditions set forth below:

Table with 3 columns: # of spaces, Before June 1, After June 1. Rows include Outside Food Stand, Inside space, and Outside space with pricing details.

(NOTE: spaces are 10' deep unless by express permission.)

\*NEW FOR 2024, outdoor spaces sold in 10' increments

The Lessee shall pay the Lessor a sum of \$ \_\_\_\_\_ for space, \$ \_\_\_\_\_ for electric, \$ \_\_\_\_\_ Water connection, \$ \_\_\_\_\_ 10% discount, and \$ \_\_\_\_\_ Total.

Description of stand, products sold, electrical appliances (food stands), voltage/amps, needed, etc. MUST BE COMPLETED for Lessor approval.

CONTRACT AND FULL PAYMENT MUST BE POSTMARKED BY JUNE 1, 2024 to qualify for Early Bird discount.

Checks should be made payable to ELIZABETHTOWN FAIR.

Agreeing to the above, we set our signatures hereto:

Business/Organization: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Contact person (required): \_\_\_\_\_ PA Tax License # \_\_\_\_\_

Phone: \_\_\_\_\_ (Cell) \_\_\_\_\_

Email: \_\_\_\_\_

By signing and returning this page of contract you agree that you have read, understand, and agree to all terms set forth in all pages of this contract.

Authorized Signature: \_\_\_\_\_ DATE: \_\_\_\_\_

Please return to: Elizabethtown Fair Concessions Committee, P.O. Box 285 Elizabethtown PA 17022, OR Elizabethtownfairconcessions@gmail.com

### **PRE PAY SPACE RESERVATION**

If stand is paid in full for 2024 by August 26, 2023 you will be guaranteed a location at or near the space you currently have for 2024. After August 26, 2023, spots will be selected as they are paid for at discretion of the Fair Committee.

### **INSURANCE REQUIREMENT**

All concessions/exhibitors **MUST** provide an adequate (minimum of \$500,000 per occurrence) liability insurance certificate with

**Elizabethtown Community Fair, Inc.  
P.O. Box 285  
Elizabethtown PA**

as the certificate holder, and

**Elizabethtown Area School District  
600 East High Street  
Elizabethtown PA**

as an additional insured.

### **NON-PROFIT DISCOUNT**

There will be a 10% discount for nonprofit stands (must provide a 501c).

### **ADDITIONAL TERMS AND CONDITIONS**

**No refunds after August 1, 2024**

**There will be no guarantee of exclusiveness.**

The Fair reserves the right to eject any standholder and/or associate for unprofessional conduct or business practices. The standholder must contain all displays, signs, trailers (to include hitches and extremities) within its allotted space. The basic rate is \$75 for each 15 amps/110 volt usage and \$115 for each 30 amp/ 220 volt usage. **The standholder must specify all electrical devices to be used. Once the fair is officially opened, additional electrical equipment may not be added unless authorized. The Lessor must approve the electricity usage. Use of any electrical devices not listed on the contract and not approved by the Lessor is prohibited. All standholders must supply their own extensions. All outside standholders desiring to use electricity must provide at least one 100 ft. extension. No extension of less than 10-3 wire may be used by food stands, and no extension of less than 12-3 wire may be used by any standholder. All electrical systems must be grounded.**

The Lessee shall be responsible for the erection of any stand or other structure on the rented area and for the removal of any such structure, and any and all paraphernalia, properties, waste or any other materials incident thereto. **The erection of any such structure shall not start before August 16, 2024, and must be FULLY in place by 2:00 p.m. on August 19, 2024. Failure to occupy the space by this deadline may result in the space being resold without refund. The office hours for check in and set-up are - Friday, Saturday, & Sunday: 10:00 a.m. to 7:00 p.m. and Monday: 7 A.M. to 2 P.M.** All stands will be inspected by the Lessor for any safety violations. Any vendor using propane must have its use and the connections approved by the local Fire Company.

The Fairgrounds will open to the public Monday, August 19 at 5:00 P.M. The Fairgrounds are open to the public from 10:00 A.M. to 11:00 P.M. Aug. 19 - Aug. 24, such hours subject to change at the discretion of the Lessor. **All standholders are strongly encouraged to be fully operational by 3:00 P.M. daily and 10 A.M. on Wednesday & Saturday. VEHICLES WILL NOT BE PERMITTED ON THE FAIRGROUNDS AFTER 10 AM AUGUST 19-24.** The dismantling and removal of any concession or exhibit shall not commence before 11:00 P.M. on August 24 or at the end of the fireworks, whichever is later. Any materials, supplies or other articles remaining on the Fairgrounds after 5:00 P.M. 3 days after the Fair closes, shall become the property of the Elizabethtown Fair, who may charge for any removal costs to the Lessee.

The trash in the stand and immediate area shall be removed nightly by the Lessee and placed in the dumpster. Dumping of all oil, grease, refuse, or soapy water in other than the containers provided is prohibited. The following are PROHIBITED at all times: firearms, the sale of knives or the use of knives as prizes, the use of animals as prizes (goldfish excepted), consumption of alcohol, the use of drugs or paraphernalia, and any immoral or vulgar displays or actions. The use of public address systems, including music systems and radios, is prohibited except by written approval by the Lessor. Any items deemed inappropriate by the Lessor must be removed. Games, wheels, shows, etc., in violation of State or local laws are not permitted. Space bought and paid for under false pretenses or a misrepresentation of facts shall be forfeited without claim for damages or refund of money paid. Vendors shall not permit the offering for sale, or the sale, of Confederate battle flag merchandise. The Lessor reserves the right to ask any vendor to leave the premises at any time.

**Vehicles are permitted on the grounds only for loading and unloading supplies and equipment until 10 AM daily. There will be no camping on the Fairgrounds available for standholders. If any items are to be sold, the Lessee must possess a valid Pennsylvania Sales Tax License and provide license number on contract. Food stands are subject to an PA Department of Ag of Health inspection and license.**

#### WAIVER OF LIABILITY

This agreement to rent space is made upon the express condition that the Elizabethtown Community Fair, Inc. and its board of directors and volunteers, hereinafter referred to as the Lessor, shall be free from all liabilities and claims for damages and/or suits for or by reason of any injury or injuries to any person or persons or property of any kind whatsoever, whether the person or property of Lessee, its agents or employees, or third persons, from any cause or causes whatsoever while in or upon said premises or any part thereof during the term of this agreement or occasioned by any occupancy or use of said premises or any activity carried on by Lessee in connection therewith. The Lessee hereby covenants and agrees to indemnify and save harmless the Lessor from all liabilities, charges, expenses (including counsel fees) and costs on account of or by reason of any such injuries, liabilities, claims suits or losses however occurring or damages growing out of same.

The Lessee warrants and guarantees the Lessee is properly insured for all time periods and places covered by this agreement. The Lessee agrees to assume all risks of loss, injury or damage of any kind or nature whatsoever to the contents of any building or structures, or to any goods, merchandise, chattels, or any other property or may hereafter be upon said leased premises, whether belonging to the Lessee or others, and whether such loss, injury from fire or other agency, and whether the same be caused by the negligence of the Lessor, or any of its volunteers or agents, or otherwise, and to save and keep harmless the Lessor from all claims and suits growing out of such loss, injury or damage.

By signing this application, I attest that I have read the vendor information and terms of rental and have executed the Waiver of Liability. I understand that once my contract is accepted, the terms listed on the aforementioned will constitute a rental agreement, and I agree to be bound by those terms. I understand that non-compliance with any of the terms may result in the cancellation of my registration as a vendor and the forfeiture of my fees. By signing on behalf of a business or organization, I certify that I am authorized to enter into a contractual agreement on behalf of the said business or organization. I understand that Fair organizers reserve the right to reject any contract.