

Fredericksburg Agricultural Fair, Inc.

2400 Airport Avenue, Fredericksburg, VA 22401

P.O. Box 7585, Fredericksburg, VA 22404

540-373-1294 – Office

540-373-2232 – Fax

www.fredericksburgfair.org

_____ Dep.

_____ Due

2023 Fredericksburg Agricultural Fair
July 28 to August 6 , 2023

This agreement made and entered into this _____ day of _____ 2023 by and between the Fredericksburg Agricultural Fair, Inc., hereinafter called the “LESSOR”, party of the first part, and hereinafter called “LESSEE”, party of the second part.

Business Name: _____

Name: _____

Address: _____

Cell Phone: _____ Email: _____

Total vendor fee due: \$395.00

Product Description: _____

- 1) Signed contract and minimum deposit of \$150.00 for all vendors must be received in the Fair Office or at the above address no later than **April 1, 2023**. The remaining balance is to be paid in full no later than **May 15, 2023** or the deposit is forfeited, and the exhibit space will not be guaranteed. There are limited spaces available.

- 2) This contract for the space and privileges granted herein or any part thereof cannot be assigned, sublet, or otherwise disposed of without the express written consent of the Lessor. The Lessee hereby agrees to have the exhibit concession in place and ready for inspection not later than 2:00 p.m. opening day of the annual Fair. A food stand Lessee is responsible for any health permits and inspections required by the Fredericksburg Health Department and Fredericksburg Fire Department. Said exhibit or concession shall be open to the public during all regular Fair exhibit hours and shall be removed no earlier than 10:00 p.m. closing day of the Fair without written consent of the Lessor. Early removal without Lessor’s consent MAY result in a monetary penalty and forfeiture of future exhibit privileges. Lessee is strongly encouraged to have the exhibit manned by at least one person during Fair hours. Lessee may install concession two days prior to opening day and must have concession removed and area cleaned no later than two days after Fair closes unless prior approval for exception is granted by Lessor. After this time period, if the exhibit is not removed and area cleaned, Lessor may, at its exclusive option, charge storage and/or penalty fees which Lessor deems reasonable and appropriate. Concessions will be opened at least 30 minutes before ticket sales begin at the main gate each day. The exhibit building will be open at least 30 minutes before ticket sales begin at the main gate each day and closed no later than 10:00 p.m. each night. Exhibit buildings will be locked at all other times. The items left in the exhibit are the sole responsibility of the exhibitor. Lessor will have reasonable access to exhibit building at all times.

- 3) The Lessee agrees to hold harmless the Lessor from any and all legal claims or suits by reason of injury or damage to the persons or personal property of Lessee's employees or associates of Lessee while on the fairgrounds. Lessee further agrees to hold harmless the Lessor from any and all legal claims or suits by reason of injury or damage to the persons or personal property of others caused by Lessee, its agents or assigns. Lessee shall be required and shall be solely responsible to provide a liability insurance policy for a minimum of One Hundred Thousand Dollars (\$100,000.00) and worker's compensation insurance required by Lessee's specific activities. If Lessee is selling any food products, then the liability policy minimum shall be One Million Dollars (\$1,000,000.00). The liability policy shall show the Fredericksburg Agricultural Fair, Inc. as an additional insured, and a copy of the certificate of insurability shall be provided to Lessor at least thirty (30) business days before opening of the Fair.
- 4) It is further mutually understood and agreed by all parties to this agreement that in addition to the express terms and conditions herein stated, the Lessee shall be bound by all the rules, regulations and requirements of the Fredericksburg Agricultural Fair, Inc. as published in its catalog or premium list, which are hereby made an integral part of this contract as set forth at length herein.
- 5) Upon payment of all lease fees, the Lessee shall be entitled to two (2) fair gate passes and one (1) vendor parking space. Additional fair gate passes are \$5.00 each. Passes are good only for admission to the fairgrounds. Ride passes must be purchased for an additional fee. No personal checks will be accepted later than 30 calendar days prior to the Fair opening day. During this period, any payments may be made in cash, certified funds or by money order.
- 6) This agreement must be approved and signed by the Fair Manager to confirm the reservation of a specific location or space. The Fair Manager will resolve conflicts regarding specific space reservations after conferring with the commercial space supervisor, and his decision shall be final.
- 7) The parties to this AGREEMENT agree mutually that it shall be binding upon them, and that this AGREEMENT, unless amended in writing, contains the final and entire AGREEMENT between the parties hereto, and they shall not be bound by any terms, conditions, oral statements, or representations not contained herein.
- 8) Fredericksburg Agricultural Fair, Inc. has the right to refuse any and all vendors.

Signed and agreed to this _____ day of _____, 2023.

Lessee Printed Name: _____

Lessee Signature: _____

Date: _____ Phone: _____

Lessor/FAF Inc. Printed Name: _____

Lessor/FAF Inc. Signature: _____

Date: _____ Phone: _____

VENDOR INFORMATION SHEET

**This sheet MUST be filled out completely or
contract may not be accepted.**

Company Name: _____

Company Address: _____

Company Phone: _____

E-Mail Address: _____

Contact Name: _____

Contact Phone: _____

Company Website: _____

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America's Oldest Fair – Est. 1738

fredfair123@gmail.com