

TERMS AND CONDITIONS

1. The signed Exhibit/Concession Contract is an Agreement between Kimberton Community Fair, Inc. ("the Fair") and the Exhibitor.
2. The Agreement is effective during the Fair dates of **Monday, July 25 through and including Saturday, July 30, 2011.**
3. The Exhibitor must obtain permission from the Fair to share their exhibit/concession space during Fair week with any other entities other than those listed in the contract.
4. Any posted advertisement for the exhibitor/concession must be restricted to the rented space.
5. The Fair reserves the right to void this written Agreement and remove any exhibit due to non-payment of required fees, unprofessional conduct, failure to follow the Contract Terms and Conditions, and/or any misrepresentation on the part of the Exhibitor.
6. The Exhibitor is responsible for notifying the Fair of any changes or cancellations at least fourteen (14) calendar days prior to the start of the Fair on Monday, July 25, 2011.
7. The Fair reserves the right to assign the final location of any exhibit or commercial concession on its fairgrounds.
8. The Exhibitor must submit the following to the Fair prior to being allowed to set up the Exhibit:
 - Current certificate of insurance naming "Kimberton Community Fair, Inc." as additional insured (or signed Waiver – see attached)
 - Sales Tax I.D. Number
 - Temporary Food Handler's License from Chester County Health Department (*food vendors only*)
 - Payment for space
9. All Fees are due by the deadline as noted on the Contract Form and are to be made payable to "**Kimberton Community Fair, Inc.**"
10. The Fair will provide the Exhibit with reasonable protection against damage and theft when the Fair is normally closed; however, the Fair is not, in any way, to be held responsible for accidents, loss or damage by water, fire, theft, or other causes of damage or loss.
11. Indoor Exhibitors are entitled to one (1) 8-foot table and 2 chairs supplied by the Fair. All outside Exhibitors must supply their own tables and chairs. No tables/chairs can be supplied to outside Exhibitors due to weather/security reasons. All Exhibitors must supply their own materials, equipment, and decorations for the Exhibit including tents, ladders, extension cords, etc.
12. Operating Hours: The Exhibit must remain open and be staffed during the Fair's midway operating hours – **6:00 pm until closing Monday, July 25 through and including Friday, July 29, 2011, and 12:00 noon until closing on Saturday, July 30, 2011.** Failure to comply with this condition will forfeit the Exhibitor's "first right of return" privilege for the next Fair year.
13. All exhibitor activities must be confined to within the assigned space.
14. Exhibit Set Up Hours:
 - Sunday, July 24, 2011 from 8:00 am - 10:00 pm
 - Monday, July 25, 2011 from 7:00 am – 3:00 pm.The Fair's Concession Manager must approve any other set up times/dates.
Exhibitor must check in with the Concession Manager upon arrival to receive his/her assigned location and any related parking passes.
15. Exhibit must be set up and ready for business by 4:00 pm on Monday, July 25, 2011.

KIMBERTON COMMUNITY FAIR

Phone: 610-933-4566 Ans Service

Mailing Address: PO Box 272,
Kimberton, PA 19442

EXHIBITOR/CONCESSION CONTRACT

Physical Location: Route 113,
1 mile S. of Phoenixville
Chester County, Pennsylvania

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16. Exhibit Tear Down Hours:

All Exhibit materials, equipment, furniture and decorations that the Exhibitors brought onto the Fairgrounds are to be removed from the Fairgrounds by the Exhibitor:

Saturday, July 30, 2011 after 11:00 pm

Sunday, July 31, 2011 from 8:00 am – 1:00 pm

The Fair's Concession Manager must approve any other tear down times/dates.

17. All trash and unwanted debris is to be placed neatly in trash receptacles provided by the Fair.

18. Recycling is mandatory per Township requirements. The Fair will provide single stream collection dumpsters for **Plastics #1-#7, Cardboard (flattened), Steel, Tin and Aluminum Cans; Paper, Magazines, Mail (except paper plates and napkins contaminated with food); and Glass bottles and glass jars** for **recycling**. Exhibitors are asked to separate these materials from regular trash, and place them in the proper receptacles provided by the Fair.

NOTE¹: Exhibitor may submit an **Announcement Request** for broadcast over the Fair's public address system (*Announcement Form will be provided with Contract*)

NOTE²: Exhibitor is encouraged to conduct a **free raffle drawing** for an item(s) to be chanced off the last night of the fair. All participating Exhibitors will be recognized at the Closing Ceremony.