



## CONCESSIONS & COMMERCIAL SPACE RULES AND REGULATIONS OF THE 2023 FAIR

- Only licensee(s) and Licensee's suppliers who have registered and been issued a permit will be allowed to make deliveries on the grounds.
- ***Vendors and commercial exhibit buildings will open and operate each day from 9 a.m. until 10 p.m.; all booths MUST be staffed from noon to 10 p.m. by Licensee or Licensee's personnel. Hours of Operation: Fri. Sept. 15: Parking at 9 a.m. and admissions at 4 p.m.; Sat. Sept. 16- Sat. Sept. 23, admission & parking, 9 a.m. to 10 p.m. Licensees must show proper credentials at gates.***
- Licensees(s), its guests, invitees and agents must present proper passes at the gate for admission to grounds. In lieu of pass(es), admission must be paid and there will be NO REFUNDS for paid admissions.
- ***The Licensee(s) under this agreement shall occupy the assigned space and shall not assign, transfer, or sublet any part thereof to any other party or parties, or move to any location without the consent of the Fair Management. Violation shall result in the cancellation of the license agreement for such space involved and dismissal from the grounds.***
- ***The Fair Management reserves the right to reassign space assignments in the event a conflict arises.***
- Concession/commercial exhibit footage space is neat measurement, and must include all awnings or all other projections, and signage.
- Concession/commercial space shall be improved, enhanced, and decorated by the Licensee(s) at the Licensee(s) expense. All structures erected on the grounds and displays in the commercial buildings must be made of substantial materials, and of neat appearance and shall be approved by Fair Management. Paper materials used for decorations must be non-flammable. Licensee(s) are not permitted to apply tape, nails or any fastening items to walls, doors, or ceilings without consent and permission of the Fair Management. Exhibits **SHALL NOT** block emergency equipment and access areas and exits.
- All tents shall be flame resistant in accordance with NFPA 701 and accompanied with a certificate showing compliance and indicating that the test complies with NFPA 701. All Licensees **SHALL** carry additional insurance on tent rentals. Smoking shall be prohibited in any tent. All compressed gas cylinders must be secured to prevent falling or knocking over. Propane cylinders shall be in date and shall not be located under any tent or inside any structure.
- ***No one shall tamper with or change any of the general illumination in any of the buildings, grounds, or facilities. Any special electrical work will be performed by the fair's designated electrical contractor. Any additional fees incurred will be paid by the Licensee(s).***
- Unless otherwise stipulated, all lights and electrical power must be paid for by the Licensee(s).
- Licensees are not permitted to make any installations which obstruct the light or occasion inconvenience to another Licensee(s). Side walls should not be over four feet high. The Licensee shall be responsible and liable for the operation, delivery, erection and removal of all displays and materials within timelines stipulated by Fair Management.
- All prices of any service or sale(s) (including food) shall be conspicuously posted in the exhibit area. Prices for each food item shall be displayed on the sign; All signage shall meet the approval of the Fair Management.

- Items being raffled during the fair shall be awarded during the last day of the fair; all winners' names and addresses must be posted, and a copy supplied to Fair Management no later than 10 p.m. on the last night of the fair. All Licensee(s) conducting raffles shall obtain proper permits from local law agencies and provide a copy of the permit to Fair Management prior to the opening of the fair.

- **All exhibits shall be removed by the Monday following the Fair. Any exhibits remaining after the Wednesday following the Fair shall be deemed abandoned and a penalty of a day's rent based on the overall commercial space fee will be charged per day until removed or is disposed of as "abandoned property" pursuant to State Law. No exhibit/concession shall be dismantled before 10 p.m. the last Saturday: Refer to CHECK OUT times for hours buildings will be unlocked.**

- **Licensee(s) shall be in place by 8 a.m. the first Saturday; after that date and time, the fair reserves the right to fill the unoccupied space.**

- Licensee(s) shall have insurance on their exhibits and supply the same at their own expense. Licensees will provide a Certificate of Liability Insurance in the amount of no less than \$500,000.00 per occurrence and listing as additional insured The Frederick County Agricultural Society, Inc. and The Great Frederick Fair, Inc. The Fair/Society shall not be held responsible for any injury that may arise to licensees, their employees, guests, invitees, or agents for the loss of, or damage to any material from any cause whatsoever. \*Refer to Sample.

- **If Licensee shall cancel this agreement after July 30, the Licensee shall forfeit all deposits and payments.**

- The distribution of any sample, gift or any article shall not be made, except with the approval of Fair Management or upon the granting of a license agreement for same. Licensee(s) shall work inside the allotted assigned space and may not work outside of the space to promote, distribute samples, literature or to make sales. The Fair prohibits any political display, politicking and marketing beyond the demised space by licensees(s), its guests, invitees, and agents. Licensee acknowledges that roaming privileges, soliciting, begging, signing or public speaking while roaming shall be strictly prohibited and the Fair reserves the right to terminate this license agreement and expel any offenders from the fairgrounds. No bells, gongs, whistles or other noise-making devices shall be used to attract attention to a concession or exhibit.

- No controlled games of any kind and "Holder" jars shall be authorized by Fair Management.

- The sale of knives and hunting knives, guns of any type, laser lights, stink bombs shall be prohibited, as well as any type of item that would be considered a weapon. Knives of any type, balloons, laser lights or stink bombs are prohibited as a prize for any type of game of chance or give away in the independent concessions/commercial space area.

- Yardsticks as giveaways shall be permitted to be given out Monday-Thursday until 5 p.m. It is strongly encouraged and recommended that yardsticks only be given to adults over the age of 18 during permitted giveaway times.

- No permanent tattooing is permitted.

- If the Fair Management in its sole discretion, determines that actions by the Licensee, its agents, guests and invitees are of a questionable or demoralizing nature or have any racial implications, then, the said actions shall not be tolerated and shall be prohibited on the Fairgrounds and the Fair shall terminate this license agreement and shall expel the offender(s) from the Fairgrounds. Any immoral, vulgar or suggestive slurs, publications, signs, and information through any type or form of media shall be strictly prohibited and any offender(s) shall be expelled from the Fairgrounds.

- Any and all illegal drugs and associated paraphernalia as defined by the State of Maryland, US Government, Frederick County and local governments and as amended, but not limited thereto, shall be strictly prohibited on the Frederick Fairgrounds and shall be strictly enforced by the Licensor.

The Licensor, in its sole discretion, reserves the right to prohibit any and all drugs and associated paraphernalia whether illegal or legal to be on the Fairgrounds or used on the Fairgrounds, such as Maryjane, CBD, weed or pot, but not limited thereto.

- Alcoholic beverages shall be allowed on the grounds subject to the sole discretion and permission of the Fair Management.

- ***\*The Fair Management reserves the right to limit the number and/or kinds of merchandise, food or exhibits on display or sold\****

- Palm reading shall not be permitted in the independent concessions/commercial space areas.
- Licensee(s) must strictly comply with all Federal, State and Local laws, including health and safety rules, and make the necessary provisions to comply therein. Failure to abide by such laws, including the handling of food and beverages, and the proper disposal of waste will result in the forfeiture of their contract. Waste must be disposed of properly in proper receptacles. Emptying of gray water and other liquids is permitted only through authorized containers as approved by the Frederick County Health Department and at the Licensee(s) cost.
- Licensee(s) handing out food samples shall receive prior authorization from the Fair's concessions committee and must follow all food sampling policies outlined by the Frederick County Health Department. Food samples shall be limited to taste size portions, not to exceed a teaspoon size portion.
- No dogs, except to assist blind or disabled persons are permitted on the grounds at any time. *(Special permission must be requested by GFF management)*
- **All deliveries must be made prior to 10 a.m. each day of the fair. No traffic or parking is permitted in commercial areas during the fair's operational hours. All fire lane designations must be abided by Licensee and Licensee's agents, guest and invitees and will be enforced.**
- Licensee(s) shall abide by all fire regulations and/or decisions of the representatives of the Fire Marshal's Office. Open flames shall not be permitted in any exhibit without the written approval of the Fire Marshal's Office.
- Licensee(s) shall comply with all local laws, rules, regulations and ordinances in force.
- Smoking tobacco and any smoking associated paraphernalia including e-cigarettes and similar devices are strictly prohibited in any of the buildings located on the fairgrounds.
- Violation of the rules and regulations herein or special rules adopted by the Fair Management by the holder of a license and privilege permit under an agreement by his or her or its employees or agents shall annul the agreement and forfeit all privileges and be subject to such penalty as the Fair Management may impose. Specifically, the Fair Management shall have the right to terminate this license agreement and to exclude the offenders from the grounds and take charge of the space occupied in which all money paid for said privilege by the offending holder of the agreement shall be forfeited to the Fair and the Fair may take charge of all property used in or about the business of such holder, sell the same and apply the proceeds to the payment of any sums due the Fair for the said privilege.

- Refunds of deposits on agreements cancelled for other reasons (reasons to be reviewed by Fair Management) will only be made by action of the Board of Directors following the fair.
- **All licensees shall be responsible for keeping their area clean during fair hours, including cleanup at the end of the fair. Limited containers are provided for concessionaires/exhibitors to empty trash.**
- Solicitation of minor’s names, addresses, or phone numbers shall not be permitted without written parental/guardian approval.
- In the event of fire, severe weather, war, civil strife or other circumstances beyond the control of The Great Frederick Fair, Inc. which causes the Fair to be closed or cancelled in whole or in part, the Licensee(s) waives any claim for damages or compensation. In no event shall the Fair/Society be liable to Licensee for any interruption or failure in the supply of any utilities to the “PREMISES.” The Fair reserves the right to interrupt service of any utilities servicing said Licensee’s space(s): when necessary by reason of accident, or repairs, alterations or improvements which in the judgement of the fair are desirable or necessary to be made until such repairs, alterations or improvements shall have been completed: and the Fair shall have no responsibility or liability for failure to supply, heat, plumbing, air conditioning, cooling and electric and sewer and water service or other service act for the benefit of Licensee, when prevented from so doing by strikes, accidents or by any other causes beyond Licensor’s reasonable control, or by orders or regulations of any Federal, State, County or municipal authority, or by any failure to receive suitable fuel supply, or inability despite exercise of reasonable diligence to obtain the regularly-used fuel or other suitable substitute: and Licensee agrees that Licensee shall have no claim for damages nor shall there be any abatement of any fees or rent in the event that any of said utility systems or services shall be discontinued or shall fail to function for any reason.
- The Fair Management reserves the right in its sole discretion to interpret, amend or add to the rules and regulations at any time.
- The Licensee is solely responsible at its cost to obtain all necessary permits and licenses.
- This license agreement shall be terminated by Fair Management with or without cause at any time.
- This license agreement shall not be assigned.
- This license agreement shall be binding on all parties, hereto, their respective guests, invitees, and agents.

X \_\_\_\_\_  
 Physical Signature and/or by typing YES in Eventhub to the question

By typing YES in Eventhub, and/or physical signature,

- General release and acceptance of rules and regulations: I (we), the licensee(s) have read the “Concessions/ Commercial Space Rules and Regulations” and agree to abide by such. I (we) the licensee(s) fully release and indemnify The Great Frederick Fair, Inc. (Fair) and The Frederick County Agricultural Society, Inc. (Society), their respective officers, directors, managers, employees and agents of and from any and all liability for any injury, loss or damage directly or indirectly to any persons or property which may arise from the occupation of said concession/commercial space by the licensee, employees, guest, agents and invitees and agree to hold and save The Great Frederick Fair, Inc. and Frederick County Agricultural Society, Inc. harmless of any damage or loss of reason therein.
- It is mutually agreed that all information shown on this license agreement, including the rules and regulations, are a part of this document, and will be binding on both parties upon acceptance of the Fair Management. If this license agreement is not accepted, it is understood that all fees will be returned to the licensee with such notification.
- The undersigned licensee *circle one* **DOES** authorize The Great Frederick Fair, Inc. to release its name, address, phone number and/or website address to commercial advertisers or exhibitors.