



# GRAHAM COUNTY FAIR

527 EAST ARMORY ROAD SAFFORD, ARIZONA 85546 (928) 428-6240 Melissa Matlock, Director  
Fax: (928) 348-0023 email: fair@graham.az.gov

## EXHIBITOR/CONCESSIONAIRE RULES, REGULATIONS AND GENERAL INFORMATION

FAIR DATES: October 10, 11, 12 & 13, 2019  
LOCATION: Graham County Fairgrounds, 3 miles South of Safford on Hwy. 191  
BOOTH COSTS: Inside Booth - \$275.00 Outside Booth - \$265.00  
DEPOSIT: \$250.00 is **REFUNDABLE**, if **ALL** requirements are met from vendor.

ALL BUILDINGS CLOSE AT 10:00 P.M. EACH NIGHT. ALL VEHICLES MUST BE PARKED IN APPROVED AREAS OTHER THAN DURING BOOTH SET-UP TIMES.

BOOTH SET UP TIMES: Wednesday, October 9, 2019 8:00 a.m. - 6:00 p.m.  
Thursday, October 10, 2019 8:00 a.m. - 3:00 p.m.  
BOOTH RESTOCKING: All Booths: Friday, October 11, 2019 10:00 a.m. - 11:00 a.m.  
Saturday, October 12, 2019 8:00 a.m. - 9:00 a.m.  
Sunday, October 13 2019 10:00 a.m. - 11:00 a.m.

**Please Do Not use  
any other space  
unless you cleared it  
with the fair office**

FAIR HOURS: Thursday 5:00 pm - 11:00 pm  
Friday 12:00 noon - 11:00pm  
Saturday 10:00 am - 11:00 pm  
Sunday 12:00 noon - 5:00 p.m.

COMMERCIAL BUILDINGS AND OUTSIDE EXHIBIT/CONCESSION BOOTHS MUST BE IN OPERATION:

Thursday 5:00 p.m. - 10:00 p.m.  
Friday 12:00 noon - 10:00 p.m.  
Saturday 10:00 am - 10:00 p.m.  
Sunday 12:00 noon - 5:00 p.m.

BOOTH ATTENDANTS: For "Display Only" booths, an attendant is not required; but, is suggested. All other booths are required to be open for business as indicated above.

CHECK IN PROCEDURES: Upon arrival, check in at the Fair Office. Do not spot yourself; a representative of the Fair will assist you in getting located. Moving of your booth or stand once it is placed by the Fair representative will be considered a violation of the contract and could result in dismissal from the Fairgrounds. **If vendors fail to check in no later than Thursday, opening of the fair by noon, vendors will FORFEIT ALL PAYMENTS and DEPOSITS for the current fair.**

**BOOTH DISMANTLING HOURS: Sunday, October 13, 2019, 5:30 p.m. - 8:00 p.m. or Monday, October 14, 2019, 8:00 a.m. - 12 noon. Vehicular traffic will not be allowed inside the Fairgrounds area, North of the Exhibit Buildings, after 9:30 a.m. on Sunday, October 13, 2019. Security will be provided Sunday evening for those who would like to dismantle their booth on Monday, October 14, 2019.**

STOCKING AND RESTOCKING: All vehicles must be off the fairgrounds prior to 5:00 p.m. on the Thursday and before 10:00 a.m. on the Friday through Sunday of the Fair. Contact the Fair Office to obtain vehicle permits for stocking purposes all vehicles must enter the OCC Gate located on Old County Club Road. **All unauthorized vehicles in the fairgrounds during business hours will be towed away at the owner's expense.**

SECURITY: Security will begin on Wednesday, October 9, 2019 and will continue through 6 A.M. Monday, October 14, 2019.

COSTS: Costs for exhibit or concession space, R.V. parking and gate passes are specified in the rate sheet enclosed with your application. The Fair will provide two (2) courtesy passes per day per space rented. No additional passes will be given and there will be no refunds made at the office should a worker have to pay at the gate. Exhibitors are responsible for issuing their workers a pass. Additional passes may be purchased from the Fair Office.

**CONTRACT PAYMENTS:** Payments must be made in full no later than September 20, 2019 failure to do so will result in forfeiture of your space. Keep a record of your payments.

**INSURANCE:** All vendors must have a Certificate of Liability Insurance in the amount of One Million Dollars (\$1,000,000.00) naming Graham County Fair as additional insured. If you are unable to get a Certificate of Liability Insurance you can purchase Insurance through the Tenant User Liability Insurance Program (TULIP), a County sponsored program. Please email the Fair office: Fair@graham.az.gov for more information on the TULIP program. Vendors must provide a copy of Insurance to the Fair Office no later than 30 days prior to the Fair. Failure to do so will forfeit your vendor space, please refer to the cancelation policy.

**EXHIBITOR RULES, REGULATIONS AND RESTRICTIONS:** In addition to the rules and regulations set forth in the contract, the Graham County Fair Association reserves the right to establish and enforce whatever rules appear necessary for the regulation of exhibits/concessions. Failure to abide by these rules/regulations will result in Exhibitor being required to immediately vacate the exhibition space. (No refund will be made and the space will be resold for the remainder of the Fair.)

1. Electrical Service is limited to five (5) amps per space.
2. Subletting - Subletting of any kind will not be allowed unless approved by the Fair Office.
3. Exhibitors shall conduct business within the area for which they have contracted. Soliciting in the aisles is not permitted. We ask all concerned to refrain from demoting any products, people or their concerns.
4. An Exhibitor shall cooperate with the adjoining spaces and not create disturbances, nuisances or interfere with the rights or enjoyment of others in any manner.
5. Exhibitor shall provide all display equipment.
6. All tables must be skirted.
7. Fair may bar items in bad taste.
8. **ITEMS PROHIBITED ON FAIRGROUNDS:** Alcoholic beverages; pets; water weenies; snap caps/blasters; sprays, liquids (check with Fair Office) or any other item which has or emits an offensive odor; smoke bombs; throwing stars; knives (any type); laser products and any other item considered to be dangerous.
9. Cleanliness - Exhibitors shall keep their booth or concession clean at all times.
10. Items - All items sold shall be listed on the contract.
11. All giveaways, sound devices, or video equipment to be used shall be cleared through the Fair office.
12. Fair reserves the right to reject any and all requests for exhibit booths.
13. Inside booths located in the center aisle may not exceed 8' in height.
14. Personal Property Protection - Each exhibitor is responsible for the safekeeping of all his properties. It is required that each exhibitor/concessionaire obtain and keep in force insurance to cover the entire value of his merchandise or personal property against theft, burglary, or vandalism.
15. Food item giveaway or sale prohibited outside of food court unless vendor has a pre-approved space, all food items must be pre-approved.
16. All sound devices must be approved by Fair Management and be kept at a conversational level.

MISCELLANEOUS:

1. Telephone Messages: Unless you are registered with the Fair Secretary in the Fair Office, messages will not be taken for you (we will not go get you to answer the telephone call; but, we will take a message for you.)
2. Reservations on your **SAME SPACE(S)** can be made for next year's Fair **at any time** with a deposit to secure the same space. The booth space you rented this year will be held for you to reserve for the next year **until 10:00 a.m. on Saturday, October 12, 2019**. NO EXCEPTIONS!! Spaces can be reserved any time after 10:00 a.m. on Saturday, October 12, 2019, with a deposit on a first come, first serve basis.
3. The Graham County Fair expects its Exhibitors to act responsibly in all respects and to ensure that no abusive, exploitative or illegal conditions exist during the Fair. Graham County Fair requires that Exhibitors comply with all applicable laws and regulations, as well as the Exhibitor Rules, Regulations and Restrictions set out in the Contract.



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## COMMERCIAL EXHIBITOR/CONCESSION SPACE AGREEMENT

ELECTRICAL SERVICE IS LIMITED TO FIVE (5) AMPS PER SPACE.

A **\$250.00-REFUNDABLE DEPOSIT MUST ACCOMPANY APPLICATION.**

Please Do Not use any other space unless you cleared it with the fair office.

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TEL: \_\_\_\_\_ E-mail: \_\_\_\_\_

THIS AGREEMENT IS MADE BETWEEN THE GRAHAM COUNTY FAIR ("FAIR") AND \_\_\_\_\_ ("EXHIBITOR").

BOTH PARTIES AGREE:

1. Fair grants Exhibitor the use of concession space to conduct activities during the Graham County Fair to be held: OCTOBER 10 – 13, 2019.
2. Exhibitor shall conduct only the following activities at the Graham County Fair, and the right to conduct these activities is not an exclusive right. **Fair reserves the right to approve or refuse the sale or exhibition of any item. List all items to be sold or exhibited:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

3. a) **ELECTRICAL SERVICE IS LIMITED TO FIVE (5) AMPS PER SPACE**

		<u>BLDG/AREA</u>	<u>SPACE NO.</u>	<u>COST</u>
b)	Indicate Area/Space Requested: See attached diagram for space locations and prices.	1st Choice	_____	_____
		2nd Choice	_____	_____

R.V. spaces are available at \$25.00 per day - contact Fair Office.

- c) Contract will not be considered valid until a signed agreement with accompanying payment is received by the Fair office. Payment need to be made in full due by 5:00 p.m. on September 20, 2019. **FAILURE TO PAY BALANCE BY 09/20/19 WILL RESULT IN LOSS OF BOOTH SPACE.**

4. Terms and Conditions: Exhibitor agrees to abide by the following conditions:

- a) Exhibitor agrees to abide by all pertinent federal, state, county, and city laws, ordinances, fire and safety codes and by all pertinent regulations for the Fair.

- b) Exhibitor shall surrender premises to the Fair at the end of the license period in the same condition as received.

- c) Exhibitor accepts total responsibility for his exhibit and its' safety in relation to fire, robbery, accident, or other destructive cause, and to injury to the pubic which might occur within the confines of the exhibit or injury to

Exhibitor or his employees or agents while on the Fairgrounds and to hold the Fair harmless there from. Insurance, which Exhibitor may desire to cover such contingencies, will be placed by Exhibitor at own expense.

- d) Exhibitor agrees he will not sublet, transfer, or assign any of the privileges of this agreement without written consent of the Fair.
- e) Fair assumes no responsibility for any property stored or placed on the premises; such property being stored or placed is at the Exhibitor's risk. This agreement releases the Fair and saves the Fair harmless from liability because of loss or damage to such property resulting from any cause whatsoever. Any property remaining on the grounds for two (2) days after contract period has expired will become property of the Fair to be removed, stored or sold at Exhibitor's expense.
- f) Exhibitor agrees to indemnify, defend, and protect the Fair against and hold and save harmless, from any and all claims, demands, suits, liability, damages, loss or costs of whatever kind of nature which might result from any action or failure to act of the Exhibitor or any of his officers, agents, employees, or other representatives, including but not limited to claim of damage or loss, harm or injury to the person or property of the Exhibitor or any of its' officers, agents, employees, or other representatives, or to any other third parties.
- g) Should acts of God, strikes, work stoppages, or any other cause not within the control of the Fair and its' Director make it impossible for the Fair to be held or the particular area to be occupied by the Exhibitor, then the Fair, and its' officers and employees are jointly released from any and all claims which may arise as a result thereof. Management shall determine and refund to the exhibitor his proportionate share of applicable payments for exhibit space received in accord with accountable expense incurred. In no event shall the Fair be liable for loss of profits, business, or any other damage to Exhibitor through Fair cancellation for such causes, and in any case not to exceed the money paid by Exhibitor to the Fair to obtain its' exhibition site.
- h) Should Exhibitor fail to comply in any material respect with terms of this agreement then payments made to the time of breach shall be retained by the Fair as liquidated damages, and management shall have the right to sell, reassign contracted space without further notice or make such use of space, as Fair deems to be in the best interest of the Fair.
- i) Fair shall have full power in interpretation and enforcement of all terms and rules contained herein and such further rules and regulations as it shall consider necessary for the proper conduct of the Fair.
- j) Cancellations of booth reservation with **30 days prior notice to opening fair date** will result in a full refund of booth payment and/or deposit, cancellation of booth reservations **with less than 30-day notice to opening fair date** will result in zero refund of booth payment and/or deposit.
- k) The Graham County Fair expects its Exhibitors to act responsibly in all respects and to ensure that no abusive, exploitative or illegal conditions exist during the Fair. Graham County Fair requires that Exhibitors comply with all applicable laws and regulations, as well as the Exhibitor Rules, Regulations and Restrictions set out in the Contract.
- l) All sound devices must be approved by Fair Management and be kept at a conversational level.

The Graham County Fair Rules, Regulations and General Information document are all made a part of this agreement and are fully incorporated herein, and the Exhibitor agrees that he has read this agreement and the conditions and stipulations and understands that they shall apply, unless amended by mutual consent in writing of parties hereto.

GRAHAM COUNTY FAIR REPRESENTATIVE

EXHIBITOR

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_