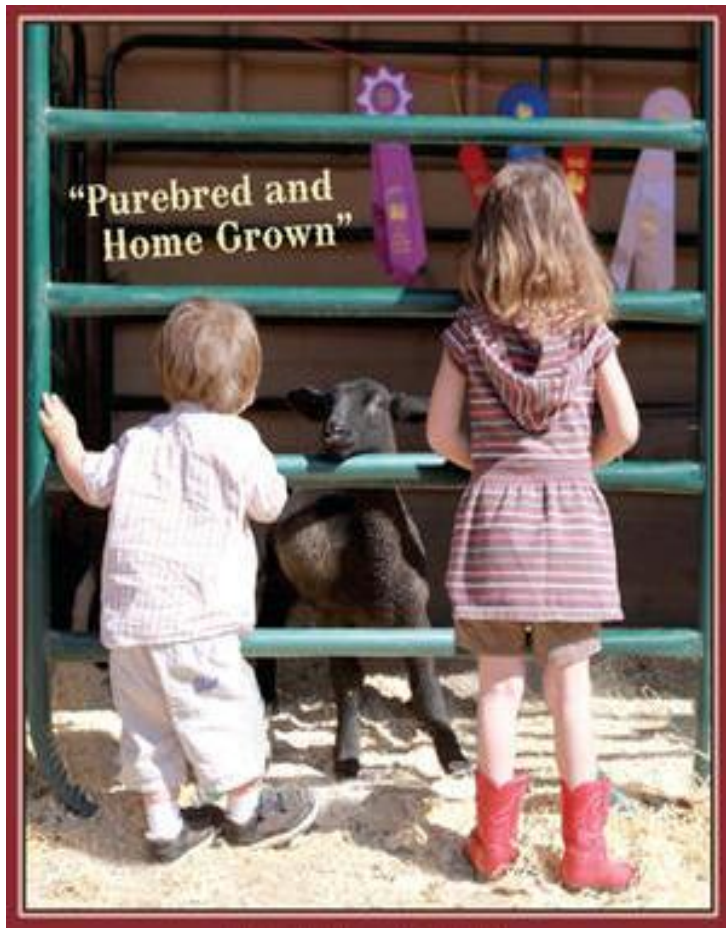


2010 Commercial Building Application

COASTAL CAROLINA AG FAIR



**Eastern Nights
& Carnival Lights**

October 14- October 23



www.cravencountyjaycees.org

2010 COASTAL CAROLINA AGRICULTURAL FAIR
October 14 – 23, 2010
Exhibit Space Packages

POLICIES

Authorized Vendor must comply with Coastal Carolina Agricultural Fair's policies to participate. Authorized Vendor understands that rental is subject to restrictions. Authorized Vendor understands booths are rented on a first-come, first-serve basis. Authorized Vendor understands that in order to reserve a booth a 50% deposit is due with application. Authorized Vendor understands that no refunds will be given after October 14, 2010.

BOOTH RENTAL OPTIONS

OPTION 1 (BOOTH RENTAL ONLY)

Commercial Building Booth Rental

- ___ \$250.00 Booth Size: 8 X 8
- ___ \$350.00 Booth Size: 8 X 16 (2 - 8 X 8's side by side)
- ___ \$400.00 Booth Size: 16 X 16 (limited Space)
- ___ \$500.00 Space provided outside commercial building
- ___ **\$20/Lineal Foot** - Space provided outside commercial building
A \$100 trash deposit from all food vendors. This will be refunded if site is left clean and trash has been Properly disposed of.

PACKAGE 1

Commercial Building Booth Rental (8 X 8) - Add Banner Advertising
\$350.00 Total
Package Components (see below)

PACKAGE 2

Commercial Building Booth Rental (8 X 16) - Add Banner Advertising
\$450.00 Total
Package Components (see below)

PACKAGE 3

Commercial Building Booth Rental (16 X 16) - Add Banner Advertising
\$500.00 Total
Package Components (see below)

PACKAGE COMPONENTS

Commercial Building Booth Rental

Expected 11-day attendance - 25,000
Commercial Building is the only entrance & exit to Midway
Designated Parking Area for Vendors
(2) Exhibitor/Vendor Weekly Passes
Electricity provided
Security provided
Booth Draping - Back wall and side curtains where appropriate

Banner Advertising

Your company's banner (which you provide) displayed in the Commercial Building or on the midway on the back of bleachers or along fence. Please bring banner when setting up booth.
Maximum banner size allowed is 3' x 8' long

2010 COASTAL CAROLINA AGRICULTURAL FAIR

Exhibitor Terms and Conditions

Effective August 23, 2001, The Craven County Jaycees "Sponsor" and the Coastal Carolina Agricultural Fair committee members, including the NC Cooperative Extension, have adopted the following policies regarding commercial building exhibit space rental at the Craven County Jaycees Fairgrounds "CCJF" during the annual Agricultural Fair.

1. **General Statement.** Please read the following terms and conditions regarding the rental of exhibit space in the Commercial Building during the Coastal Carolina Exposition to be held at the Craven County Jaycees Fairgrounds October 14 – 23, 2010. It is the intent of the Craven County Jaycees and the Fair Committee members to provide vendors and exhibitors the very best opportunity to advertise and/or sell their products during the Fair.

A certificate of insurance for \$1,000,000 liability, naming Craven County Jaycees dba. Coastal Carolina Agricultural Fair must be presented to Fair Management prior to receiving a rental assignment and is to be displayed in the rental space thereafter.

2. **Terms/Fees.** Vendor/Exhibitor agrees to pay to Sponsor an application fee (deposit) for the assigned space in two installments. The first installment equal to one-half (50%) of the total cost of the assigned space shall be paid with application and the balance shall be paid on or before October 14, 2010. Vendor/Exhibitor shall have the right and option to cancel this agreement provided that written or oral notice is delivered to Sponsor on or before October 10, 2010. From October 11, 2010 and until October 14, 2010, Sponsor shall retain one-fourth (25%) of the total cost incurred and to be incurred in connection with securing a new exhibitor for the space assigned. From and after October 14, 2010, Exhibitor shall not be entitled to cancel this agreement and all outstanding balances of fees due shall be immediately payable.

Vendor/Exhibitor acknowledges that Sponsor has made no representations or warranties to Vendor/Exhibitor with respect to the availability of any particular space at the CCJF. Whenever possible, space assignments will be made by Sponsor in keeping with preference as to location requested by Vendor/Exhibitor. However, Sponsor makes no guarantees in connection with such requests, and Sponsor reserves the right to assign all booth space.

In the event that Sponsor is prevented from conducting the Fair/Exposition for any reason beyond its reasonable control, including acts of God, fire, etc., the Sponsor shall refund to Vendor/Exhibitor the full amount of fees paid. Upon such termination neither party shall have any further rights or liabilities of one another.

3. **Assignment.** Vendor/Exhibitor's assigned exhibit space shall be for the Vendor/Exhibitor's exclusive use during the Coastal Carolina Agricultural Fair which shall run from October 14 – 23, 2010. The Craven County Jaycees and Amusements of America reserves the right, in their sole discretion, to refuse rental to any vendor or exhibitor based on the information provided. Once approved each authorized vendor or exhibitor must comply with the policies as agreed to by signing the application form. Failure to abide by these policies will result in forfeiture of booth and all rental fees. Please note the following restrictions:

No Vendors/Exhibitors selling firearms or weapons (including novelty items or collectibles) are allowed on CCJF property, including the exhibit area, during the Fair.

Any vendor/Exhibitor selling food, drinks, novelties or souvenirs must have prior approval. Please provide a list of items for sale including your selling price with the application. Sponsor reserves the right to approve all pricing. All prices are to be received prior to opening day of fair and are to remain the same throughout the fair. **The sale of beverages in glass containers is not permitted.**

Sponsor reserves the right to require the alteration or removal of any exhibit which, in Sponsor's sole discretion, detracts from the general character of the Exposition or which is objectionable due to excessive noise, safety, etc. This restriction also applies to persons, things, printed materials, actions, or anything of a character which may be deemed by Sponsor to be detrimental to the Exposition. If an authorized vendor/exhibitor fails to comply with the policies, or otherwise misrepresents the products authorized to sell, the Sponsor will notify the vendor immediately. The authorized vendor/exhibitor will be given an opportunity to correct or remove the products. Failure to comply may result in loss of rental space and loss of all rental deposits and fees.

The dispensing of and consumption of alcoholic beverages by Vendors/Exhibitors on CCJF property and in the exhibit area is prohibited. **NO SMOKING IN BUILDINGS.**

All rental locations are assigned by Sponsor and may not be changed without prior approval.

All business must be confined to the specific rental space. There will be no soliciting or distribution of written materials by any organization or individual outside of the space that has been leased from the Coastal Carolina Ag Fair without prior approval from the Fair Committee and Board of Directors of the Craven County Jaycees.

The use of a public address system, recorders, bells, music, etc. or other means of attracting attention are not allowed.

No sexually explicit, racially charged or other material deemed inconsistent with the mission of the Coastal Carolina Fair and the Craven County Jaycees is to be displayed, distributed or sold. Failure to comply with this request will result in expulsion from grounds.

Persons or organizations conducting prize drawings and/or raffles must submit a prize list to Fair Management prior to the opening of the fair and mail a verifiable name/address list of winners within two weeks of close of the contest to the Fair Office.

In the event of an emergency, Fair Management retains the right to alter any and all rules to insure safety.

4. **Occupancy.**

Commercial Building Vendors and Exhibitors will have access to the Commercial Building on Tuesday, October 12, 2010 from 8am-1pm and 4-8pm to set up their booth. Vendor/Exhibitor agrees that its display shall be fully constructed and ready for final inspection by Sponsor by Wednesday, October 13, 2010. Vendor/Exhibitor agrees that unless this agreement is sooner terminated according to the terms hereof, it shall maintain the exhibit in good condition and not dismantle such exhibit until 10pm Saturday, October 23, 2010. **All booths must be set up by 3pm on Thursday, October 14, 2010 and all vehicles removed from the building at that time, no exceptions.**

Sponsor shall furnish exhibit booths with an 8' high draped backdrop, 36" side rails (if required) and a booth identification sign.

FOOD VENDORS

ALL FOOD VENDORS MUST OBTAIN A TEMPORARY RESTAURANT PERMIT from the Craven County Health Department. These forms are available at the Fair office.

All food vendors must donate a portion of their sales to a non-profit organization of their choice or choose an organization supported by the Craven County Jaycees. A list of these organizations is available at the fair office. The name of the beneficiary is to be prominently displayed in the rental space. The beneficiary must be identified on the contract. A letter of recognition from the beneficiary must be submitted within 30 days from fair's end in order for the contract to be processed.

Food vendors may not sell popcorn, candy apples or cotton candy due to contracting with Amusements of America on the Midway.

Concessionaires cooking in deep fat fryers or ordinary fryers must have a multipurpose chemical fire extinguisher that is rated at least 2A-15BD or a CO2 extinguisher with at least a 15BC rating. High pressure CO2 cylinders must be permanently secured to a wall or partition.

INSIDE EXHIBITORS

All exhibit activities must be confined to rental space. Exhibit design may not impede the normal flow of pedestrian traffic. There is absolutely NO SMOKING in any building on the fairgrounds.

MICROPHONES are not allowed to conduct business in the commercial building.

5. **Utilities.** The Sponsor agrees to supply acceptable levels of lighting and heating. However, Sponsor shall have no obligation to Vendor/Exhibitor to provide any such utilities and failure of the Sponsor or CCJF to provide these utilities shall not entitle Vendor/Exhibitor to terminate this agreement.

Sponsor agrees to provide electricity service to Vendor/Exhibitor at no additional charge, however, vendor/exhibitor must supply extension cords when required.

6. **Damage to CCJF Property.** Exhibitor shall not deface or in any way damage any portion of the CCJF, and agrees that if the exhibit space or the CCJF is damaged by any act of the vendor/exhibitor, its agents, employees or invitees, Vendor/Exhibitor will pay to Sponsor any costs applicable to restore the CCJF to the same condition as before.
7. **Security.** The Sponsor shall provide security from 4pm Tuesday, October 12, 2010 until 1pm Monday, October 25, 2010. However, the Sponsor nor CCJF shall have liability for damage to or loss of property brought into the CCJF by Vendor/Exhibitor, its agents, employees or invitees. Exhibitor waives and releases and shall hold Sponsor, and its officers and agents harmless from all claims, liabilities, costs and expenses, including reasonable attorney's fees, for loss or damage of any property of Vendor/Exhibitor, its agents and/or invitees, regardless of whether Sponsor's negligent or wrongful acts or omission caused, contributed to loss or damage.
8. **Fair Hours.** Vendors/Exhibitors are expected to maintain or attend booth during the Fair hours posted. Sponsor is not responsible for the condition and/or appearance of any rental space. The Fair will open at 5pm on weekdays, 11am on Saturdays and 1pm on Sunday. These hours are subject to change.
9. **Advertising.** Any advertising material which contains any reference to the Fair/Exposition must first be approved by the Sponsor. Vendor/Exhibitor acknowledges that banners and other materials may be displayed in assigned exhibit space only. Additional banner advertising opportunities are available to Vendor/Exhibitor by Sponsor for an additional cost. (See Exhibit Space Packages for further details)
10. **Miscellaneous.**

Time is of the essence for submission of this application.

Vendor/Exhibitor parking is available in designated space provided. Only (1) vehicle per vendor/exhibitor is allowed. Space is limited.

Authorized Vendors and Exhibitors will receive (2) Exhibitor Passes. These passes are intended solely for entrance to the commercial building exhibit space. Any abuse of this privilege will result in loss of rental space and loss of all rental fees. *Additional passes will be issued on a per-case basis.*

11. **Waiver.** Vendor/Exhibitor hereby indemnifies and holds CCJF and Sponsor, its officers and agents, harmless from and against any and all claims, damages, losses, liabilities, and costs (including, without limitation, attorney's fees and court costs) arising out of, or in any way associated with the Fair and Exposition.

This agreement constitutes and contains the sole and entire agreement of Sponsor and Vendor/Exhibitor, and no prior oral or written representation or agreement between the parties and affecting the exhibit space shall be of any force or effect. No officer or agent of Sponsor has, or shall have, any authority to waive any provision of this agreement unless such waiver is expressly made in writing and signed by an authorized agent of Sponsor.

Inquiries. Please direct any questions relating to the rental of CCJF Commercial Building Exhibit Space to Debbie Wayne at 252/636-0303.

Mail completed Exhibit Space Application and 50% rental deposit to reserve booth to:

Coastal Carolina Agricultural Fair
Exhibit Space Rental
PO Box 3471
New Bern, NC 28564

or

Fax to: **252-633-6590**

2010 COASTAL CAROLINA AGRICULTURAL FAIR
Exhibitor Space Rental Contract

1. This Exhibitor Space Rental Contract is made between _____, Licensee and Coastal Carolina Ag Fair and Craven County Jaycees, a North Carolina Corporation, Licensor.
2. In addition to the following terms and conditions, Licensee hereby agrees to fully abide and comply with the General Rules of the Craven County Jaycees dba. Coastal Carolina Ag Fair. A copy of these rules and conditions is attached or is available at the Fair office.
3. Licensee must provide a Certificate of Insurance to Craven County Jaycees, Inc., in the Amount of \$1,000,000 Liability coverage naming Craven County Jaycees, Inc. dba. Coastal Carolina Ag Fair as additional insured, to Craven County Jaycees, prior to occupation of rental space.
4. The location of Licensee's rental space within the Fairgrounds shall be determined by Craven County Jaycees, Inc. in its sole and absolute discretion.
5. Licensee is responsible for the removal of any and all trash, refuse and equipment by 1:00pm, October 25, 2010, after which time Licensor will claim ownership of equipment and invoice Licensee for reasonable expenses for removal of trash or refuse left in Licensee's rental space.
6. Licensee is responsible for obtaining any and all necessary permits for operation of business to include but not limited to; health, building, electrical and shall insure that all structures meet current county, state and federal building code standards.
7. Licensee assumes all risk of damage or loss to persons or property, for any reason whatsoever, and specifically agrees to indemnify and hold Craven County Jaycees, Inc. and Coastal Carolina Ag Fair, its officers, directors, employees, volunteers, contractors and agents harmless of and from any and all liability, suits, judgments, costs and expenses including all attorney's fees arising from any negligent or intentional wrongful act or omission of Licensee, it's agents, members, servants, employees, volunteers, contractors or licensees. It is further understood and agreed that Craven County Jaycees, Inc. and Coastal Carolina Ag Fair, shall incur absolutely no liability to Licensee, other than to provide use of rental space for Licensees business.
8. Licensor retains the right of approval on all materials printed, displayed or sold on Craven County Jaycee, Inc. grounds and, upon request Licensee shall cease the sale and display of materials deemed offensive by the Licensor. Failure to comply with this request will be grounds for immediate expulsion of Licensee from grounds and termination of this contract without regard to refund or remuneration of potential lost earnings.
9. Licensor reserves the right to revoke this license, terminate this contract and require closure and removal of the Licensee's Booth at any time for any violation of the terms of this contract or any other case deemed reasonable by Craven County Jaycees, Inc. and in the event of such termination, Licensee shall not be entitled to any refund.
10. This contract contains the final agreement between the parties hereto, and they shall not be bound by any terms, conditions, oral statements, warranties or representations not herein contained.
11. Licensee shall not assign this Contract without Craven County Jaycee's prior written consent.
12. The invalidity or unenforceability of any particular provision of the Contract shall not affect the other provisions hereof, and this Contract shall be construed in all respects as if such invalid or unenforceable provisions were omitted.
13. No amendment or modification of this Contract shall be effective unless in writing and signed by both parties.
14. This Contract, when signed by Licensee, shall be deemed an offer and shall remain in effect, unless withdrawn until accepted by Licensor by Licensor's executions of the Contract. Upon such acceptance, the parties shall be bound by this contract.

NOW THEREFORE in consideration of the Total Amount Due, referenced below, and the agreements contained herein, Craven County Jaycees, Inc., Licensor grants Licensee named herein the license to occupy, during the Coastal Carolina Ag Fair from 5pm October 14, 2010 through 11pm October 23, 2010 a portion of the Craven County Jaycee Fairgrounds, at New Bern, North Carolina being one or more rental spaces, each measuring 8 feet by 8 feet in area (unless otherwise indicated herein), the number and use of which are designated above in the Rental Space Request, subject to all of the terms and conditions contained herein.

IN WITNESS WHEREOF, LICENSEE AND CRAVEN COUNTY JAYCEES, INC., Licensor having read all of the terms and conditions contained herein, understand and agree to be bound by them; therefore, they have executed this Contract, as follows;

Licensee

Name

By: Authorized Signature

Printed Name and Title

Date

Licensor

Craven County Jaycees, Inc.
Coastal Carolina Ag Fair

By: Authorized Signature

Printed Name and Title

Date



**2010 COASTAL CAROLINA AGRICULTURAL FAIR
TERMS OF PAYMENT AND TOTAL DUE**

TOTAL DUE:

Rental Space # _____
Total Rental \$ _____
Additional Services \$ _____
Total Due by October 14, 2010 \$ _____

TERMS OF PAYMENT:

1. A 50% deposit must accompany this contract.
2. A \$50 late fee is to be added to all monies submitted after October 14, 2010.
3. Personal/Company checks will not be accepted after October 14, 2010 and all checks are subject to a \$30 check return fee. Cash, Certified check and Cashier's check, and money orders are accepted.
4. No rental space will be assigned until all of the following items have been received:
 - ___ Full payment for rental space and additional services
 - ___ A copy of Certificate of Insurance, naming Craven County Jaycees, Inc., as additional insured.
 - ___ A letter of proof from non-profit affiliate (food vendors only)
 - ___ A \$100 refundable trash deposit from all food vendors. This will be refunded if site is left clean and trash has been properly disposed of.

Craven County Jaycees
PO Box 3471
New Bern, NC 28564
252/636-0303 fairgrounds 252-633-6590 fax