

**COMMERCIAL VENDOR SERVICE AGREEMENT  
ISLE OF WIGHT COUNTY FAIR  
SEPTEMBER 15-18, 2011**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2011, by and between the **Isle of Wight County Board of Supervisors** (hereinafter the "Board") and \_\_\_\_\_ (hereinafter the "Vendor"). The Board and Contractor may hereinafter be referred to individually as a "Party" or jointly as the "Parties".

Witnesseth:

**Whereas**, the Board owns and operates certain property in Isle of Wight County, Virginia, referred to as the Joel C. Bradshaw Fairgrounds at the Isle of Wight county Heritage Park (hereinafter the "Park"), located at 21311 Courthouse Highway, Windsor, Virginia 23487-6136; and

**Whereas**, the Board desires to grant vendor rights for the sale of items, as well as for the distribution of information, to be provided during the 2011 Isle of Wight County Fair to be held at Heritage Park.

**Now, Therefore**, in consideration of the premises and the mutual covenants and conditions herein contained, the Parties agree as follows:

1. **Grant of Use:** The Board hereby grants to Vendor, and Vendor accepts, the non-exclusive privilege of maintaining as a temporary Vendor within the Park (hereinafter the "Vendor Premises").
2. **Condition of Vendor Premises:** Use of the Vendor Premises by the Vendor shall constitute acknowledgement that such premises is in good condition and that the Vendor accepts the Vendor Premises in its presently existing condition, for which the Board shall not be required to make any alterations thereto.
3. **Use of Premises:** The Vendor Premises shall be used to provide temporary Vendor services. Vendor shall not use or permit the Vendor Premises to be used for any other purpose, without obtaining the prior written consent of the Board (which shall not be unreasonably withheld).
4. **Equipment:** Vendor shall be solely responsible to pay for the space and equipment that is necessary to operate the Vendor as more fully set forth in Exhibit A.
5. **Products:** Upon execution of this Agreement, Vendor shall provide the Board with a full and complete list of all products Vendor intends to sell on the Vendor Premises. The Board reserves the right to prohibit the sale of any item that it deems objectionable or inappropriate for sale at the Park.
6. **Hours of Operation:** Vendor shall operate the Vendor in accordance with the schedules developed for programs or events by the Board in accordance with Exhibit A or at other times, as may be agreed upon by the Parties.
7. **Prohibited Sales:** Notwithstanding anything to the contrary, the sale of liquor, beer, or other alcoholic beverages, and tobacco products, as well as any and all controlled substances, including but not limited to marijuana, is strictly prohibited on the Vendor Premises. A breach of this Section 7 shall be grounds for the immediate termination of this Agreement.
8. **Independent Contractor: No Lease:** This Agreement is not a contract of employment, nor does an expressed or implied employer-employee relationship exist between the Board and Vendor or between the Board and any employee or agent of Vendor. Vendor shall at all times be deemed an independent contractor. Vendor is not, by virtue of this Agreement, authorized to bind the Board to any agreements or obligations. The Board shall not be liable for any acts of Vendor, its employees or agents in the performance of their duties. No portion of the Vendor Premises shall be deemed to have been leased to the Vendor pursuant to this Agreement. Vendor is a licensee and not a lessee of the Vendor Premises. The right of Vendor to occupy the Vendor Premises and operate the Vendor in accordance with this Agreement shall continue only so long as the terms of this Agreement are strictly and promptly complied with by Vendor.
9. **Term:** The term of this Agreement shall be as set forth in Exhibit A (hereinafter referred to as the "Term").

**Indemnification:** Vendor shall hold the Board harmless from, and shall defend and indemnify the Board from and against, any and all liability for injuries to, or deaths of, persons or damage to property arising from activities or services provided on the Vendor Premises by the Vendor. Each Party shall give the other Party prompt notice of any claim that in any way directly or indirectly affects either Party, and both Parties shall have the right to participate in the defense of such claim.

**Termination:** Either Party may terminate this Agreement at any time by giving thirty (30) days written notice to the other. Further, in the sole discretion of the Board, if the manner of operation of the Vendor does not meet the requirements of this Agreement, or if Vendor is in default of any terms of this Agreement, the Board may immediately terminate this Agreement.

**Assignment:** Vendor may not assign any right, privilege, or license conferred by this Agreement without the prior written approval of the Board.

**Waiver:** The waiver by the Board of any breach of any term contained in this Agreement shall not be deemed to be a waiver of such term for any subsequent breach of the same or any other term.

**Entire Agreement; Modification:** This Agreement constitutes the full and complete agreement between the Parties hereto with respect to the subject matter hereof. There are no statements, agreements, understandings or representations of any kind, express or implied, concerning the subject matter which are not merged herein or superseded hereby. This Agreement may only be modified or amended by an agreement in writing executed by both Parties hereto.

**Governing Law:** The Parties agree that this Agreement shall be deemed to have been made in the commonwealth of Virginia and that the validity and construction of this Agreement shall be governed by the laws of the Commonwealth of Virginia. The Parties further agree that any legal action or proceeding arising out of this Agreement shall be commenced and tried in Circuit Court of Isle of Wight County to the express exclusion of any otherwise permissible forum.

**In Witness Whereof** the Parties have executed this Agreement in Isle of Wight County, Virginia, on the day and year first above written.

Isle of Wight County  
Board of Supervisors

Vendor

Approved as to Form:

\_\_\_\_\_  
W. Douglas Caskey,  
County Administrator

\_\_\_\_\_

\_\_\_\_\_  
A. Paul Burton  
Interim County Attorney



# ISLE OF WIGHT COUNTY FAIR

Exhibit A

## COMMERCIAL VENDOR APPLICATION

Business Name:

\_\_\_\_\_

Contact Name & Title:

\_\_\_\_\_

Address:

\_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

\_\_\_\_\_

Phone: (\_\_\_\_\_) \_\_\_\_\_ Cell Phone: (\_\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_\_) \_\_\_\_\_

Email Address: \_\_\_\_\_

Detailed Description and photo of Items to be Sold (attach separate sheet if necessary):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\*\*If a photo of your setup is available, please sent it along with your application.

### Equipment Reservation/Rental:

Vendors may reserve square areas to exhibit. Each area will be clearly marked off and identified prior to set-up.

Outside Space (20'x20'), \$260.00     Inside Space (10'x10'), \$160.00    includes electricity

Electricity [ ] Yes [ ] No (One receptacle Per Vendor)

Type of Structure to be used for Shelter (trailer, pop-up tent, etc.): \_\_\_\_\_

Yes, I would like to reserve \_\_\_\_\_ chairs. \$1.00 x 4 days=\$ \_\_\_\_\_

Yes, I would like to reserve \_\_\_\_\_ tables. \$5.00 x 4 days=\$ \_\_\_\_\_

Total Amount Due:

Vendor Space \$ \_\_\_\_\_ + Chair Rental \$ \_\_\_\_\_ + Table Rental \$ \_\_\_\_\_ = **TOTAL AMOUNT DUE \$ \_\_\_\_\_**



# ISLE OF WIGHT COUNTY FAIR

## RULES, REGULATIONS, AND OTHER INFORMATION:

Vendor agrees to supply manpower to operate the booth according to the following schedule:

Thursday, September 15, 2011: 5:00 p.m.-10:00 p.m.  
Friday, September 16, 2011: 11:00 a.m.-11:00 p.m.  
Saturday, September 17, 2011: 10:00 a.m.-11:00 p.m.  
\*Sunday, September 18, 2011: 1100 p.m.-6:00 p.m. (\*new hours)

The Board reserves the right to terminate this contract and require the removal of vendor booth or exhibit for any cause deemed reasonable by the Fair Committee.

Booths may be set up Wednesday, September 14, 2011 starting at 9:00 a.m. It is imperative that all vendors are unloaded and vehicles removed from the fair grounds no later than 4:30 p.m. on Thursday, September 15, 2011. Vehicles will not be permitted back on the fair grounds for breakdown until 6:30 p.m. on Sunday. Vendors are expected to remain open for business until closing on all event days.

Vendors are responsible for supplying, as well as, setting up and taking down their own displays, dividers, tents, overhead coverings, booth signage, booth decorations, tables and chairs. Vendors are also expected to clean up their assigned booth areas at the conclusion of their sales day. All trash must be disposed of properly for consideration to participate in next year's County Fair.

Vendors will be given limited passes for daily admission into the Fair on set-up day. These tickets are **ONLY** for use by people working your booth. Passes will be **collected each day by admissions staff**. Please get a hand stamp if you are intending to leave and return to the Fairgrounds on the same day. All other workers must pay the admission fee unless prior arrangements have been made with the Fair Coordinator. *Admission fees for Sept. 15th -18th, 2011 are \$5.00.*

There is no rain site or rain date. Events will remain open unless the Fair Chairman determines the conditions to be severe. Vendors should come prepared with suitable materials to protect their merchandise.

Vehicles such as golf carts, ATV's, and the like will require approval from the Fair committee.

An application is a commitment to show when accepted by the Fair Staff. NO REFUNDS will be made for cancellation after notification of acceptance or cancellation due to inclement weather. Booth space is nontransferable.

Applications must be postmarked no later than **August 15, 2011** to secure booth space in the Fair. All checks or money orders must be made payable to Isle of Wight County.

Please return your completed agreement, vendor applications and payment to:  
Isle of Wight County Parks and Recreation  
Attn: Fair Coordinator  
13036 Nike Park Road  
Carrollton, VA 23314  
757-365-6325 or 757-376-0316