

**Nonprofit Exhibitor 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 "Exhibitor"). The Board and Exhibitor 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 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 Exhibitor rights for the distribution of information, to be provided during the 2011 Isle of Wight County Fair.

**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 Exhibitor, and Exhibitor accepts, the non-exclusive privilege of maintaining as a temporary Exhibitor within the Park (hereinafter the "Exhibitor Premises").
2. **Condition of Exhibitor Premises:** Use of the Exhibitor Premises by the Exhibitor shall constitute acknowledgement that such premises is in good condition and that the Exhibitor accepts the Exhibitor Premises in its presently existing condition, for which the Board shall not be required to make any alterations thereto.
3. **Use of Premises:** The Exhibitor Premises shall be used to provide temporary Exhibitor services. Exhibitor shall not use or permit the Exhibitor 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:** Exhibitor shall be solely responsible for the space and equipment that is necessary to operate the Exhibitor as more fully set forth in Exhibit A.
5. **Products:** Exhibitor is not authorized to sell any items on the park premises without permission.
6. **Hours of Operation:** Exhibitor shall operate their booth 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 Exhibitor 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 Exhibitor or between the Board and any employee or agent of Exhibitor. Exhibitor 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 Exhibitor, its employees or agents in the performance of their duties. No portion of the Exhibitor Premises shall be deemed to have been leased to the Exhibitor pursuant to this Agreement. The right of Exhibitor to occupy the Exhibitor Premises and operate the Exhibit in accordance with this Agreement shall continue only so long as the terms of this Agreement are strictly and promptly complied with by Exhibitor.
9. **Term:** The term of this Agreement shall be as set forth in Exhibit A (hereinafter referred to as the "Term").
10. **Indemnification:** Exhibitor 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 Exhibitor Premises by the Exhibitor. 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.
11. **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 Exhibitor does not meet the requirements of this Agreement, or if Exhibitor is in default of any terms of this Agreement, the Board may immediately terminate this Agreement.
12. **Assignment:** Exhibitor may not assign any right, privilege, or license conferred by this Agreement without the prior written approval of the Board.
13. **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.
14. **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.

**15. 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

Exhibitor

Approved as to Form:

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

\_\_\_\_\_

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

EXHIBIT A  
NONPROFIT EXHIBITOR AGREEMENT

Group Name: \_\_\_\_\_

Contact Name & Title: \_\_\_\_\_

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

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

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

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

Detailed Description and Photo of Exhibit: \_\_\_\_\_

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

**\*\*PLEASE INCLUDE A NON-RETURNABLE PHOTO OF SETUP WITH APPLICATION OR EMAILED TO LJESSEE@ISLEOFWIGHTUS.NET PRIOR TO APPLICATION DEADLINE!**

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

**Equipment Reservation/Rental:**

Please note that spaces are available on a first come first serve basis, and space is limited inside the tent. Each Organization is limited to one space inside the nonprofit area. Please indicate by checking beside preference.

Inside Space (10'x10') \$25 Deposit ~Space Deposit will be refunded within 30 days after the Fair if nonprofit is in attendance for the entire four days of the Fair.  Outside Space \$25 Deposit  Other Location: \_\_\_\_\_

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

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

Yes, I would like to reserve electricity. \$30.00 (fee for entire Fair; electric is limited to 10 amps maximum)

Yes, we will be having a fund raiser. \$75

**\*\*If this nonprofit organization will be having a fund raiser, include price and a detailed description of item(s) to be sold.**

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

**Total Amount Due:**

Space Rental Deposit\$ \_\_\_\_\_ + Chair Rental \$ \_\_\_\_\_ + Table Rental \$ \_\_\_\_\_ + Electricity Fee \$ \_\_\_\_\_ + Fundraiser Fee \$ \_\_\_\_\_ = **TOTAL DUE \$** \_\_\_\_\_

**\*\*Please make payment using cashier's check or money order payable to Isle of Wight County by August 1, 2011.**

**\*\*Organization will need to provide everything associated with your display area. If you request an outside space your space request must be reasonable, and you will need to supply your own shelter & electric needs if required.**

**For additional information contact Mike Perry, Nonprofit Chairman, 642-0833 or email : palspups@charter.net**

## RULES, REGULATIONS, AND OTHER INFORMATION:

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1. 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: 11:00 p.m.-6:00 p.m.
2. The Isle of Wight County Fair reserves the right to terminate this agreement and require the removal of your display for any cause deemed reasonable by the Fair Committee.
3. Raffles or fundraisers that are fee-based may require a permit.
4. All vehicles on display must have the wheels blocked. We also ask that the aisles and pathways be kept clear due to limited space.
5. Displays 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 festival grounds no later than 4pm on Thursday, September 15. All vehicles MUST be removed from the setup area an hour prior before the fair opens. Vehicles will not be permitted back into the festival area for breakdown until 6:30 p.m. on Sunday. Vendors are expected to remain open for business until closing on all days.
6. 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 that the conclusion of their sales day. All trash must be disposed of properly for consideration to participate in next year's County Fair. All displays must have table covering and skirting. (If you have a picture of your display please forward with your application.)
7. Vendors will be given a limited passes for weekend admission into the Fair. These tickets are **ONLY** for use by people working your booth. All other workers must pay the admission fee unless prior arrangements have been made with the Fair Coordinator. (*Admission fees are \$5.00.*) Passes will be distributed to you at the Fairgrounds on Wednesday, September 14<sup>th</sup>.
8. Displays may not be taken down before 6:00 p.m. on September 18, 2011 without prior authorization from the Non-Profit Chairman or Fair Manager, if area is taken down without prior authorization you may not be invited back next year and you will not receive your space deposit refund. **ALSO PLEASE NOTE** if for some reason you are unable to participate after being approved and you do not notify the Non-Profit Chairman of your cancellation you may not be allowed to participate in the Non-Profit Area during future Fairs.
9. In case of rain we suggest that you bring a sheet of plastic sufficient to cover your display, exhibits or merchandise.
10. Vehicles such as golf carts, ATV's, and the like will require approval from the Fair committee.
11. New this year is a \$75.00 fee required from all nonprofit organizations for fundraisers, raffles, etc. . If you are planning a fundraiser, all fundraisers must be pre-approved by the Fair committee prior to the start of the Fair. You will not be allowed to sell drinks of any type. If you are giving water out it must be in small cups.
12. Your Organization assumed all responsibility for damage/loss to personal and/or any property from your area. Also all handout information must be secured at all times, and unable to blow around. It is further understood that the Fair incurs no liability and/or obligations to your organization other than to provide the use of the Fair Grounds.
13. Participating Organization understands that they are limited to the booth space and are prohibited from walking around the fairgrounds handing out information. If this happens your Organization will be asked to leave the premises immediately and will not be able to return to any future fairs.
14. Any fees paid to the County Fair will not be returned unless the County Fair Committee cancels to event.
15. 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.
16. Applications must be postmarked no later than **August 1, 2011** to secure booth space in the festival.
17. 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**  
**757-357-2291**

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