

# WARREN COUNTY FARMERS' FAIR ASSOCIATION, INC.

## 2023 Concessionaire/Exhibitor Contract – July 29 – August 5

1. Complete this contract and return a signed copy to me along with payment. I also accept credit cards.
2. Send a certificate of Liability Insurance to GS Newborn & Assoc. (See attached document.) Please call them directly if you have any questions pertaining to insurance. (908-788-9080)

~~INSIDE SPACE:~~ ~~Inside space is located in a commercial building.~~ **INSIDE SPOTS ARE FULL**

10 X 10 booth – \$100.00 for the week TOTAL \$ \_\_\_\_\_  
20 X 10 booth – \$200.00 for the week TOTAL \$ \_\_\_\_\_

**OUTSIDE SPACE:** Sold in 5' increments with a 10' frontage being the minimum.  
The weekly cost is \$100.00 for every 5' of frontage taken. Depth varies.  
Indicate size requested: Width: \_\_\_\_\_ ft x Depth \_\_\_\_\_ ft TOTAL \$ \_\_\_\_\_

**TENTS:** Tents are available for rent in addition to the cost for the space. You will need to **add an additional 10'** onto the size of your space to allow for stakes and ropes.  
16 X 16 tent = \$300.00 (add .85 per foot if you need sidewalls) TOTAL \$ \_\_\_\_\_  
20 X 20 tent = \$385.00 (add .85 per foot if you need sidewalls) TOTAL \$ \_\_\_\_\_  
20 X 30 tent = \$510.00 (add .85 per foot if you need sidewalls) \* TOTAL \$ \_\_\_\_\_  
\*For the 20X30 tent, indicate if you want 20' frontage or 30' frontage

**ELECTRICITY:** Each vendor will be supplied with one 110V – 24 amp electrical outlet.  
There is a charge of \$50.00 for each additional outlet used.  
You will need to supply your own extension cord and lights if needed.  
Number of outlets requested \_\_\_\_\_ \$50.00 for each additional outlet TOTAL \$ \_\_\_\_\_

**PASSES:** Each vendor receives eight (8) weekly passes into the fair. Each weekly pass is equivalent to eight one day passes. You may mix and match weekly passes with one day passes. (For example, 2 weekly passes and 48 one day passes)  
Number of all week passes \_\_\_\_\_ Number of one day passes \_\_\_\_\_  
Price for additional all week passes is \$17.50 each TOTAL \$ \_\_\_\_\_  
Price for additional one day passes is \$3.50 each TOTAL \$ \_\_\_\_\_

Send with check made payable to Warren County Farmers Fair to the address below. TOTAL DUE \$ \_\_\_\_\_

**Do not write in this area**

The balance and certificate of liability insurance is due by July 1<sup>st</sup> or your deposit and/or space may be forfeited. A late fee of 10% on the remaining balance for your space will be charged after this date if payment is not received. Personal checks will not be accepted after July 1<sup>st</sup> and payment must be in the form of cash, money order or certified check. A \$25.00 service fee will be charged for all returned checks. No refunds.

Business Name: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Mailing address: \_\_\_\_\_

City, State & Zip Code: \_\_\_\_\_

Phone #: \_\_\_\_\_ e-mail: \_\_\_\_\_

List all products and/or services: \_\_\_\_\_

Use reverse side if more space is needed

I have read and agreed to all the above mentioned and attached contract stipulations.

Signed by: \_\_\_\_\_ Date: \_\_\_\_\_

Mary Beth Castimore, 103 Linaberry Rd., Columbia, NJ 07832  
908-459-4360 [wcff37@gmail.com](mailto:wcff37@gmail.com)  
[www.warrencountyfarmersfair.org](http://www.warrencountyfarmersfair.org)

# WARREN COUNTY FARMERS' FAIR ASSOCIATION, INC.

## July 29 – August 5, 2023

Please take a moment to review these instructions. Many of your questions will be answered below. We are looking forward to another enjoyable and successful Fair season.

- FAIR HOURS:** 3:00pm – 10:00pm during the weekdays and 12:00pm to 10:00pm during the weekends. Vendors need to be opened during the hours of the fair.
- LOCATION:** Return completed contract with at least a 50% deposit and the tent rental fee (if applicable) to reserve a space at the fair. If you are a returning vendor and wish to reserve the same space you had last year or in the general area, I need to receive the contract along with payment by April 15<sup>th</sup>. I start assigning spaces after April 15<sup>th</sup> to new vendors or to those vendors that request to move so if you want to be in or near your same spot, make sure I receive your contract by this date. Balances for spaces are due by July 1<sup>st</sup>. A late fee of 10% on the cost of your space will be charged after this date. Personal checks are not accepted after July 1<sup>st</sup>. Payment will then need to be by money order, certified check or cash. A letter to confirm your acceptance as a vendor will be sent to you upon receipt of your contract and deposit. Spaces are not permitted to be subcontracted. All fees are non-refundable.
- TENTS:** If you are supplying your own tent, please make sure that it fits in the space you have requested. (i.e. If you have a tent that takes up 11 feet you will need to rent a 15-foot space). Please remember that you may have a vendor directly next to you. Your display needs to be set-up at least **3 feet back** from the walkway – including overhangs. You will be asked to move if you do not conform to this request. If you are renting a tent from us, please add on an additional 10 feet of space to allow for stakes and ropes.
- INSURANCE:** You must send a Certificate of Insurance OR a completed Insurance Request Form which is enclosed to G.S. Newborn & Associates, Inc., PO Box 2507, Flemington, NJ 08822. (fax 908-788-9371) If sending a certificate, please be sure you conform to the following rules:
  - Send the certificate to G.S. Newborn & Associates by mail, e-mail [stacey@newborninsurance.com](mailto:stacey@newborninsurance.com) or fax to 908-788-9371.
  - Specify the certificate holder to be: Warren County Farmers' Fair Association, Inc.
  - Be sure the effective dates cover the period of the Fair.
  - Do not send a copy of your policy, application or binder. Only a Certificate of Insurance with a current date is acceptable.For additional information, please see paragraph #1 of Terms and Conditions of Contract (enclosed).  
If you do not provide a Certificate of Insurance or the Insurance Request Form prior to Fair set-up time, you will not be admitted to the Fair and your contract will be voided. All fees are NON-REFUNDABLE. **If you have any questions in regards to the insurance stipulations, please call G.S. Newborn directly at 908-788-9080.**
- PASSES:** Complimentary passes for entry into the fair will either be mailed with your confirmation letter or given to you when you arrive for set-up. Additional one-day passes may be purchased at ½ price for our vendors at \$3.50 each. If you do not have a pass, you will be charged full admission price into the Fair. You can also exchange your “all week” passes for “one day” passes. Each “all week” pass is equivalent to 8 “one days”. This needs to be done by July 15<sup>th</sup>. We also have season passes available to our vendors at half price of \$17.50 each. Each pass allows one person into the fair. Please make sure the people working your booth are supplied passes or they will be charged at the gate.
- ITEMS NOT ALLOWED:** Exploding devices, smoke bombs, bag bombs, knives of any kind, blow darts, weapons or items that cause litter or odor on the fairgrounds are not permitted. The sale of CBD and related products are not permitted.
- ELECTRICITY:** One 110V – 24 amp electrical outlet is included per vendor. There will be a charge of \$50.00 for each additional outlet used. You will need to supply your own extension cord and lights if needed. Electricity to the fairgrounds will be turned off one week after the fair ends. You are responsible for removing all items from the fairgrounds by that time.
- VEHICLES:** Please be advised that cars are not permitted on the fairgrounds during fair hours. If you plan on leaving your vehicle on the fairgrounds, it must be on the spot that is assigned to you. You will have to pay an additional fee if you do not abide by this.

# WARREN COUNTY FARMERS' FAIR ASSOCIATION, INC.

Cooperating Organizations: Warren County Board of Agriculture and Warren Pomona Grange #10

## TERMS AND CONDITIONS OF CONTRACT

1. The concessionaire, at his own cost and expense, shall procure and maintain insurance as follows: (1) Workers Compensation Insurance coverage for statutory coverage as required. (2) General Liability Insurance for Bodily Injury, Property Damage, and Personal Injury Liability with a limit of no less than \$1,000,000 per occurrence and with a General Aggregate of no less than \$2,000,000. Warren County Farmers' Fair Association, Inc., 165 County Route 519 South, Belvidere, New Jersey 07823 shall be named as Additional Insured and Certificate Holder for ongoing and completed operations, on a primary and non-contributory basis. A waiver of subrogation in favor of the Warren County Farmer' Fair Association, Inc. shall be included on the General Liability insurance policy. A certificate of insurance showing evidence of this coverage must be submitted prior to arrival for set-up at the fairgrounds. The certificate must show evidence of additional insured status, primary and non-contributory coverage for the additional insured, and a waiver of subrogation. Note: Insurance Certificates shall be received prior to July 1<sup>st</sup>. Certificates are to be either e-mailed – [stacey@newborninsurance.com](mailto:stacey@newborninsurance.com); faxed directly to our insurance consultants (908-788-9371) or mailed to G. S. Newborn & Associates, Inc., PO Box 2507, Flemington, NJ 08822. Telephone 908-788-9080. Please do not make our insurance agent the certificate holder.
2. The concessionaire shall defend, indemnify, and hold harmless the Warren County Farmers' Fair Association, Inc., its Directors, Employees, Agents, and Volunteers against all loss, cost, and damages on account of injury to persons or property occurring in the performance of this agreement, together with all attorney's fees incurred by the Warren County Farmers' Fair, its Directors, Employees, Agents, and Volunteers, or upon their account. The concessionaire waives all rights of recovery against the Warren County Farmers' Fair Association, Inc. for all property or casualty losses. The concessionaire further waives any claim against the Warren County Farmers' Fair, Inc. arising from a communicable disease of any nature including but not limited to the virus severe acute respiratory syndrome coronavirus 2 (SARS-Co-V-2), which is responsible for Coronavirus Disease (COVID-19), and/or any mutation or variation thereof.
3. Concessionaires and exhibitors must keep their locations in a neat and sanitary condition. Personnel shall be neat and presentable. The Warren County Farmers' Fair, it's Directors and employees, has the right to have removed any offensive literature or articles. Concession stands provided by the concessionaire must be neat and professional in appearance, (not of "makeshift" variety). The Warren County Farmers' Fair, it's Directors and employees reserve the right of approval.
4. No advertising signs other than those pertaining to the particular concession for which space is used shall be displayed on any stand or booth and signs thus permitted shall be placed so as not to interfere or obstruct the view to or from other booths. No public address systems permitted.
5. All requests for space must be made on forms furnished by the Warren County Farmers' Fair, it's Directors and employees. The right to reject any and all requests is reserved. If the Warren County Farmers' Fair, it's Directors and employees cancels its Fair or Exhibit or does not sponsor a Fair or Exhibit for any reason whatsoever, the money paid on this contract shall be returned and the Warren County Farmers' Fair, it's Directors and employees shall not be obligated to sponsor any Fair or Exhibit, not shall it be liable to the exhibitors or concessionaires in any manner whatsoever.
6. All buildings to be occupied and fixtures of any types attached to such buildings, are the sole property of the Warren County Farmers' Fair, it's Directors and employees, and any improvements and/or additions made by the concessionaire to the building and/or fixtures, may not be removed upon the expiration of the agreement, but shall become the sole property of the Warren County Farmers' Fair, it's Directors and employees.
7. The concessionaire and its successors shall not assign or underlet this agreement or any part thereof or make any alterations to the buildings and/or fixtures without the Warren County Farmers' Fair, its Directors and employee's written consent.

8. The payment of any and all sales taxes imposed by Federal, State and/or local governments upon the operation of the concession, and the keeping of the records therefore, shall be sole responsibility of the concessionaire.
9. All food and beverages shall be purchased, stored, displayed and sold in strict compliance with the regulations of the State, County and local Board of Health. **Please contact the Warren County Health Department for a temporary food establishment permit application. They can be reached at 908-475-7960.**
10. There shall be no gambling nor holding lotteries of any type by the concessionaire, and in the event the concessionaire deviates from this regulation, then the concessionaire shall indemnify and hold harmless the Warren County Farmers' Fair, it's Directors and employees for any and all damaged incurred by the Warren County Farmers' Fair, it's Directors and employees by reason of such deviation.
11. The Warren County Farmers' Fair, it's Directors and employees shall have no liability whatsoever for any loss resulting to the concessionaire, directly and indirectly, from strikes, labor disturbances, fire, defaults of supplies, repairs made by the Warren County Farmers' Fair, it's Directors and employees and its agents on the premises, weather, and other uncontrollable events, and there shall be no rebate or refund of the rental fee herein because of such loss.
12. Failure of either party to exercise any right contained herein shall not be construed as a waiver of the exercise of such right by either party at some subsequent date.
13. No dogs shall be allowed at large on the grounds. You must clean up after your dog on all public areas of the fairgrounds.