

## **2023 KIWANIS OGEECHEE FAIR VENDOR AGREEMENT**

The Kiwanis Ogeechee Fair is an annual agricultural fair which draws in excess of 50,000 attendees during the six-day event. The Kiwanis Ogeechee Fair presents an excellent opportunity for business and advertising exposure to potential customers from the multi-county area for which Fair attendees reside. The Kiwanis Ogeechee Fair is put on by the Kiwanis Club of Statesboro, a non-profit civic organization, as a way to raise funds for numerous worthwhile causes supporting our local community. We hope you will consider joining us for the 2023 Kiwanis Ogeechee Fair. The 2023 Kiwanis Ogeechee Fair will take place October 16-21. Please note that we have extended our hours of operation to stay open until 12:00, midnight, all nights, except Friday, when we will be open until 1:00 AM.

**COVID-19 REQUIREMENTS:** The understanding of COVID-19 / Coronavirus is constantly changing. At all times, Kiwanis Ogeechee Fair personnel, Amusements of America personnel, affiliated vendors, and entertainers will follow all federal, state, and local guidelines in effect at the time of the event. A current copy of these guidelines will be provided at the time of check-in.

**Contact:**

For Food Alley: Carlos Brown Jr. (912) 481-8914 e-mail: [carlosbrownjr@gmail.com](mailto:carlosbrownjr@gmail.com)

For all other vendors: Bobby Turner (731) 819-7376 e-mail: [sgtrat68@yahoo.com](mailto:sgtrat68@yahoo.com)

or: [vendors.kiwanisogeecheefair@gmail.com](mailto:vendors.kiwanisogeecheefair@gmail.com)

Vendors are allowed to show a video or slides and display products (family oriented please) However,

- No raffle tickets may be sold
- No games of chance allowed
- No product promoting or glorifying any illegal substance or product allowed.
- No alcohol may be sold, consumed, or distributed on the fairgrounds.

**Outdoor Vendors ONLY:**

Outdoor vendor space is based on a standard frontage of \$75.00 per foot with a standard depth of 10'. This includes awnings, displays, and trailer hitches. Outdoor vendors will be assigned a set space (see Space Confinement Requirements below).

Vendors from previous year will have first right of refusal to return.

Outdoor Vendors will be supplied with three (3) vendor ID badges for use during the fair, which will grant access through the Vendor's Gate. Vendor ID Badges are to be worn at all times on the grounds. Additional ID badges for the week may be purchased for \$30.00 each or day passes may be purchased for \$5.00 each. The Outdoor Vendor Coordinator will issue passes when booth setup is complete.

**Food Alley Vendors ONLY:**

Vendor space in Food Alley is based on one unit space.

All Food Alley units are \$630.00. Each unit is an individual vendor space, but multiple units may be rented. No vendor can re-sell or sub-lease their space without written permission from fair management.

Vendors from previous year will have first right of refusal to return.

No alcohol may be sold or consumed on the premises.

Food Alley Vendors will be supplied with four (4) Vendor ID badges for use during the fair, which will grant access through the Vendor's Gate. Vendor ID Badges are to be worn at all times on the grounds. Additional ID badges for the week may be purchased for \$30.00 each or day passes may be purchased for \$5.00 each. The Outdoor Vendor Coordinator will issue passes when booth setup is complete.

**Space Confinement Requirements:**

It is specifically agreed and understood the lease is for the space specified by the Chairman of Outdoor Commercial Booths and that aisles, walkways, common ways and other parts of the fairgrounds are not considered a part of the lease areas. Further, Vendor agrees that all personnel and property used in connection with the lease space will be kept within the specified space. No "roving" sales or subleasing of space will be allowed. Vendors must wear Vendor ID Badge while working within the lease space.

**Insurance:**

Vendors are required to maintain liability insurance for the entirety of the event. Vendors may submit a Certification of Insurance (ACORD) that indicates the Kiwanis Club of Statesboro, Inc. is additionally insured for \$1,000,000 to cover the event. That Certificate of Insurance must state the following specifically: Kiwanis Club of Statesboro, Georgia, INC DBA Statesboro Kiwanis Ogeechee Fair is Additionally Insured. Dates - 10/16/2023 - 10/23/2023. This MUST BE RECEIVED NO LATER THAN SEPTEMBER 1, 2023 and MUST COME DIRECTLY FROM YOUR INSURANCE COMPANY OR AGENT. If you do not have a certificate of insurance (ACORD), a fee of \$65.00 will be added to your rental fee. We will not be accepting deposits, security deposits, or any refundable funds. Vendor shall be responsible for providing insurance for damages to their own equipment and/or food items.

**Payment:**

Full payment is due at the time the Vendor receives the invoice and no later than September 1, 2023. Rental payments can be made to: Kiwanis Club of Statesboro P.O. Box 472 Statesboro, GA 30459 Booth spaces will be marked as processed when full payment, including insurance certificate is received. Cancellation: This lease is subject to cancellation without further notice and without refund if total payment is not received in full on or before the deadline of September 1, 2023. LESSOR reserves the right to reassign the space at its sole discretion.

**Parking & Deliveries:**

Properly permitted vehicles may make deliveries through the designated Vendor gate; however, no vehicles will be allowed inside the fairgrounds 45 minutes before opening time each day of the fair. NO delivery vehicles will be allowed to enter the fairgrounds while the fair is in session. There is designated special parking available to Vendors. Vendors must park in available parking spaces as directed by parking lot officials.

**Electrical Service:**

Electrical Service will be provided to vendor if available in the section the vendor has rented. Vendor is responsible for determining power requirements. Vendor is responsible and will be held liable for any overload, misuse or damage which results from inadequate power supply. No alterations of power supply may be made by the Vendor - doing so may result in closure without refund or loss of Vendor space for the following year.

**Inspection:**

The Kiwanis Ogeechee Fair reserves the right to inspect any goods for sale or service delivery activity at any time without notice and without seeking consent. The Outdoor Vendor Coordinator and/or the Fair Chairman are designated as the Kiwanis personnel authorized to conduct these inspections. The Fair Chairman has the full right to stop sales by vendors of any product unsafe or not appropriate to sell on the fairgrounds. The first infraction will result in a warning. The second infraction will result in closure without refund.

**Security:**

The Kiwanis Ogeechee Fair makes no guarantee against theft. To avoid theft or damage to property, booths should be manned during all hours the Fair is open.

**Trash & Cleanliness:**

Vendors (both outdoor and Food Alley) agree to maintain a clean area around their space. Any trash or debris resulting from your booth or space will be disposed of daily in the supplied dumpsters located outside the Vendor Gate. Vendors WILL NOT place garbage generated by their activities into trash cans intended for fair attendees at any time, including during set-up, and tear-down, doing so may result in closure without refund or loss of Vendor space for the following year.

Food Vendors disposing of grease may use the grease traps located adjacent to the General Store, or the Pancake House, but must keep grease trap area clean. Failure to do so may result in vendor no longer being able to use grease trap. Dumping of grease, or grease related material in areas other than the grease traps may result in closure without refund or loss of Vendor space for the following year.

**Use for Other Purposes:**

The use of the leased vendor space for anything other than agreed by both parties is strictly prohibited.

**Vendor Set-Up:**

October 14th 8 a.m. to 4 p.m. and October 15th from 1 p.m. to 4 p.m. Please contact the Outdoor Vendor Coordinator for any set-up requirements outside of these parameters. Vendors are permitted to drive their vehicle into the fairgrounds for unloading, and set-up. All vehicles must exit to the parking lot no later than 1 hour prior to the opening of the fair. These times are 3:00 Monday through Friday, and 11:00 Saturday.

**Take Down:**

All items must be removed and Vendors must vacate the leased space no earlier than 12 a.m. (Saturday, midnight of the Fair) and no later than 4:00 p.m. Sunday, Oct 22, 2023. The Kiwanis Club of Statesboro is absolved of all responsibilities for anything left after this time. During take down, all vendor spaces must be cleaned, and returned to original condition and ALL trash taken to the **dumpster**. No trash may be left in trash receptacles intended for fair attendees. Leased space will be inspected by the Vendor Coordinator, or designated representative for cleanliness prior to Vendors departure. Leased space not returned to original, clean condition will result in a cleaning fee of \$100.00 being invoiced to the Vendor at that time, and possible forfeiture of that leased space for future fair events. Items remaining on the Fairgrounds for 30 days after the Fair become the property of the Fair. Security is no longer provided after 5:00 p.m. on Sunday, October 22nd.

**Modification:**

This Agreement shall not be altered or modified except in writing and signed by both Parties. Relationship Between Parties: This Agreement shall not be deemed to be, nor is it intended to give rise to, a partnership or joint venture relationship.

**Governing Law:**

This Agreement shall be governed by and construed in accordance with Georgia law, without regard to conflict of laws principles.

**Venue:**

In the event of any dispute arising pursuant to the terms of this Agreement, the Parties consent to sole and exclusive jurisdiction in the Superior Court of Bulloch County, Georgia. Each party waives any objection to improper jurisdiction or venue in said court.

**Indemnification:**

Vendor releases and discharges the Kiwanis Club of Statesboro, Inc. and its directors, officers, employees, agents, and members (“Kiwanis”) from any and all liabilities for all personal injury or death or property damage arising out of or related to any action or inaction of Vendor or in connection with Vendor’s exercise of this Agreement. Vendor will indemnify and hold harmless Kiwanis from any and all claims of any and all kinds arising out of or related to Vendor’s action or inaction to include attorney’s fees and all cost of defense.

I, the undersigned, the designated representative of the Vendor, agree to these conditions as stated in this Vendor Agreement.

Vendor’s Name \_\_\_\_\_ DBA \_\_\_\_\_  
PRINT

Vendor’s Signature \_\_\_\_\_ Date \_\_\_\_\_

Kiwanis Ogeechee Fair Representative’s Name \_\_\_\_\_ Date \_\_\_\_\_  
PRINT

Kiwanis Ogeechee Fair Representative’s Signature \_\_\_\_\_