



A Premium Service of McLean County Farm Bureau

www.mcleancountyfair.org
info@mcleancountyfair.org

309-663-6497
fax 309-402-4340

2242 Westgate Drive
Bloomington, IL 61705

March 10, 2023

Dear Commercial Exhibitor:

The McLean County Fair is home to Illinois' Largest County 4-H Fair. This youth event provides opportunities for kids to display the 4-H skills they have learned over the past year. The fair will run from **July 26 - 30** and be held at the McLean County Fairgrounds ("Interstate Center") in Bloomington.

We only have outdoor commercial vendor space. These spaces will be located along Main Street... across from the carnival, near our food court and free on-grounds entertainment.

Enclosed is a contract with space rental fees, a booth space diagram, and a fairgrounds map. Your exhibit space will be assigned to you based upon the date we receive your application and payment. You **will not** be able to reserve a space with just an email or a phone call. Payment with a check is the easiest option but credit card payment is also available. To process a credit card, call our office.

Complete the enclosed forms and return them promptly with your payment. Make your check payable to: "McLean County Fair" for the appropriate amount. I do urge you to return your contract and check as soon as possible due to the limited available space.

Sincerely,

Michael Swartz
Fair Manager



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Bloomington, IL 61705

MCLEAN COUNTY FAIR - COMMERCIAL EXHIBITOR CONTRACT 2023

THIS AGREEMENT, entered between McLean County Fair, hereinafter referred to as "MCF," and

Business Name: _____

Owner/Contact Person _____

Street Address _____

City _____ State _____ Zip _____

Office Phone _____ Fax _____ Cell _____

E-Mail Address _____

Preferred way to be contacted: Mail _____ Email _____ Cell Ph. _____ Office Ph. _____ Text _____

hereinafter referred to as "Vendor"

1. PURPOSE: To be a commercial exhibitor at the MCF, July 26 - 30, 2023.

List all merchandise items and services to be offered, sold, demonstrated, or exhibited in your space:

2. SCHEDULE OF EVENTS: MCF grants to Vendor permission to use the space designated by MCF for the following dates, and upon all of the conditions set forth herein.

Move In Dates & Times _____

Monday, July 24, 8am – 6pm
Tuesday, July 25, 8am – 6pm

Event Dates & Times _____

Wed, July 26, 10am – 9pm
Thurs, July 27, 10am – 9pm
Fri, July 28, 10am – 9pm
Sat, July 29, 10am – 9pm
Sun, July 30, 11am – 10pm

Move Out Dates & Times _____

See schedule in part C below.

- A. Vendors move in between 8 am- 6 pm on Monday, July 24, and Tuesday, July 25.
- B. Vendors will confirm setup location with the Commercial Exhibit Manager prior to setting up.
- C. Vendors in "Area A", "Area B", and "Area D" must remain in place until 10pm on Sunday, July 30. All other vendors will be released by MCF on or before 6 pm on Sunday, July 30.

3. **VENDOR SPACE:** MCF will place vendors in their Commercial Exhibit space. MCF will not place vendors until their application and payment is received. MCF will recognize vendor space requests in the order in which applications and payment are received.

Vendors must complete and return a schematic drawing of their booth space as outlined on the last page of this agreement. See "Exhibit A" (last page).

4. **SPACE CHARGES:**

A. Space includes at no additional charge:

1. One 110v / 20 amp electrical plug. **Do you need one?** Yes _____ No _____
2. 20 one-day Adult admission tickets

B. **Vendors will pay MCF according to selections below.**

1. **Exhibit Space on Main Walkway** – (See "Exhibit B" for map of Areas "A", "B", "C" and "D")

			No. of Spaces	Amount
a. <u>Area A and D</u> (10' wide x 20' deep) –	\$320	x	_____	= _____
b. <u>Area B</u> (10' wide x 10' deep) –	\$320	x	_____	= _____
c. <u>Area C</u> (10' wide x 20' deep) –	\$200	x	_____	= _____
d. Do you need a tent? (Setup, take down, and side walls):				
i. 9' x 10' frame tent – (Areas A, B,C, D)	\$245	x	_____	= _____
ii. 20' x 20' frame tent – (Areas A, C, D)	\$390	x	_____	= _____
			Subtotal	= _____

2. **Additional Admission Passes** – (20 passes already provided)

			No. of Passes	Amount
a. One-day admission pass (before July 4) –	\$6	x	_____	= _____
b. Season admission pass (wristband) –	\$18	x	_____	= _____
			Subtotal	= _____

3. **Tables, Chairs, and Additional Electricity** – (weekly rate)

			No. of items	Amount
a. Folding chair –	\$5	x	_____	= _____
b. Table – 30" x 96" (un-skirted) –	\$20	x	_____	= _____
c. Each additional 110v / 20 amp plug –	\$40	x	_____	= _____
An additional, larger 208v / 30 amp plug –	\$75	x	_____	= _____
			Subtotal	= _____

4. Camping – Includes electricity, water, and dump station privileges. If you choose to camp, you must complete and return the attached camping paperwork and include payment with this application.

	No. of Spaces	No. of Days	Amount
a. Camping (nightly fee) – \$24	x _____	x _____	= _____
Subtotal			= _____

Add Subtotals 1-4 from above for GRAND TOTAL = _____

- C. **Vendors will pay MCF full amount of Grand Total upon submission of this contract.**
- D. Cancellation by the vendor will be allowed if necessary. Refund will only be given if vendor space is resold. Any refund would be sent after the Fair. Vendor will forfeit space charge in the event vendor does not show.
- 5. **ELECTRICITY:** Vendors will provide all cords to reach the nearest electrical outlet. All electrical cords are required to be 12 gauge. All cords must be properly grounded. Outlet may be 100' from the booth. MCF has the authority to restrict use of electricity until safety compliance is met.
- 6. **SECURITY:** MCF will provide overnight security on the fairgrounds. Specific security detail for vendor's booth space is not provided or implied by this agreement. Vendors will hold MCF harmless for any damage or theft to the vendor's merchandise, equipment, or display. Security cameras may be used on the fairgrounds.
- 7. **ACCESS AND PARKING:** Access to the fairgrounds for move in and setup will be allowed through the Main gate and North gate. On event days, vendor and vendor personnel will park in general public parking and walk onto fairgrounds through any admission gate. Merchandise deliveries and display supplies may be dropped off at the main gate before being taken to booth space. **Vehicles are not allowed on Main Street after 8AM on Wednesday, July 26.**
- 8. **VENDOR PERFORMANCE:** Vendor will pay MCF as outlined in Section 4.
 - A. Any reference to alcohol, tobacco, drugs, cannabis, cannabis products, gang/hate paraphernalia, race conflicts, sex, sexuality, fireworks, firearms, or profanity is absolutely not allowed. MCF reserves the right to prohibit display and sales of any other items it deems inappropriate. Any vendor found not adhering to this rule may result in termination of contract and immediate removal from fair. If the contract is terminated, the vendor forfeits space charge and all related payments as herein agreed.
 - B. No broadcasting devices of any kind are allowed without written permission from MCF and the volume of the same will be at the discretion of the MCF.
 - C. Vendors will exhibit within rented space. No use of space outside of the vendor's booth space will be allowed without written permission from MCF. This may include but is not limited to tables, chairs, sandwich boards, registration box, flags, display equipment, benches, and plants.
 - D. Distribution or promotion of anything outside the immediate vicinity of vendor space is prohibited. MCF reserves the right to adjust or restrict vendor distributions and promotions.
 - E. All vendor trash will be bagged and/or placed in or by trash receptacles at the close of business each evening.

- F. All giveaways must be registered with MCF by 5 PM, Tuesday, July 26, 2023, and the winner determined and reported to the MCF by 9 PM Sunday, July 30, 2023.
 - G. Distribution or sale of food and drink products is prohibited without permission from MCF. If allowed, vendors may be subject to rules and regulations of McLean County Health Department.
 - H. No ground cover such as wood chips or bark is allowed without written permission of MCF.
 - I. Vendors and their assistants entering the fair must have a daily admission ticket each day to enter fairgrounds. Re-admission hand stamps will be provided for vendors and assistants leaving and re-entering fairgrounds each day.
 - J. No posts or stakes will be driven anywhere on the grounds without written permission from MCF.
 - K. MCF reserves the right to remove vendor that does not abide by any rule as outlined herein. If vendor is removed, vendor forfeits space charge and all related payments as herein agreed.
- 9. ALCOHOLIC BEVERAGES:** At no time during the term of the agreement shall alcoholic beverages be permitted, distributed or consumed on MCF property by the vendor. This shall include all dates and times in Section 2. Violation of this will result in a \$500 fine, and result in termination of contract and immediate removal from fair. If the contract is terminated vendor forfeits space charge and all related payments as herein agreed.
- 10. DAMAGE AND LIABILITY:** Vendor will provide a certificate of liability insurance naming **MCF, McLean County Farm Bureau, McLean County Ag Expo, and Birkey's Farm Store** as additional insured with policy limits of at least one million dollars (\$1,000,000). The insurance coverage must remain in force during the entire term of the events and be obtained from an insurance company licensed to transact business in the State of Illinois. **A certificate of insurance must be on file with MCF office at least ten days prior to the event.** A copy of the policy may also be required.

Vendor agrees to be responsible for any contamination or damages to vendor space and MCF equipment while under vendor's control or under the control of any independent contractor hired by them. Any independent contractor/entertainer will be responsible for providing MCF with a certificate of insurance, naming MCF, McLean County Farm Bureau, McLean County Ag Expo, and Birkey's Farm Store as additional insured and may be asked to sign waivers of liability.

MCF will not permit the affixing of anything to the MCF tent, walls, floors, or ceilings with nails, staples, tape or other substance without written approval. Any costs incurred to remove, repair, or correct any damage will be paid by the vendor.

Vendor will not do nor permit to be done anything in or upon any portion of the premises or bring or keep anything therein or thereon which will in any way conflict with the conditions of any insurance policy upon the building or any part thereon, or in any way increase any rate of insurance upon the Vendor Space. Violation of this condition will result in immediate termination of this Vendor Agreement. Additional insurance limits may be required for events of an unusual nature as determined by MCF Management and provided in writing to Vendor. If additional limits are required, Vendor has one (1) day from written notice to provide MCF with a certificate of insurance indicating the additional coverage is in force. If Vendor cannot secure additional coverage, then vendor forfeits space charge and all related payments as herein agreed.

Vendors will not hold MCF responsible for any equipment, goods and/or personal property of others while at the facility.

- 11. INDEMNIFICATION:** Vendor agrees to conduct its activities upon the premises so as not to endanger any person lawfully thereon; and to indemnify, defend, and hold harmless MCF, McLean County Farm Bureau, McLean County Ag Expo, and Birkey's Farm Store and the directors, officers, employees, and

agents of MCF, McLean County Farm Bureau, McLean County Ag Expo, and Birkey's Farm Store against any and all claims for loss, injury, or damage to the persons or property including claims of employees of vendor or any contractor or subcontractor arising out of any act, omission, or negligence by Vendor, its agents, members, invitees, or guests. MCF is also not responsible for any loss incurred through the carelessness, force majeure, pandemic, riots, terrorism, power outages or power surges.

In the event it is necessary for MCF to secure an attorney to either defend itself or prosecute any claim against Vendor, recover any unpaid balance, all attorney and court fees will be reimbursed Vendor.

- 12. CANCELLATION:** If for any reason, including but not limited to strikes, labor disputes, accidents, government requisitions, health restrictions, regulations on travel, restrictions on assembly, commodities or supplies, acts of war or acts of God, MCF is unable to perform its' obligations under this agreement, such non-performance shall be excused and MCF may terminate this agreement without liability of any nature whatsoever. MCF will keep space charges as selected in Section 4. In no event shall MCF be liable for the consequential damages of any nature for any reason whatsoever.
- 13. DEFAULT BY VENDOR:** If any default is made in the payment of rent or any part thereof at the times above specified, or if any default is made in the covenant or agreement herein contained, or if any outstanding balance still remains on a previous Function Agreement, this contract and the relationship of the parties at the option of MCF shall cease and terminate and MCF may re-enter the said vendor space and hold the same, remove all persons there from and resort to any legal proceedings to obtain such possession and vendor shall forfeit the full amount of said space rent and all related payments as herein agreed. In case suit or action is instituted by MCF to enforce compliance with this contract, MCF shall be entitled in addition to the costs and disbursements provided by statute to such additional sum in lawful money of the United States as the court may adjudge reasonable for attorney's fees to be allowed in said suit or action.
- 14. CASUALTY LOSSES:** That in case the Premises or any part thereof shall be destroyed or damaged by fire or any other cause, or if any other casualty or unforeseen occurrence, or the requisitioning of the Premises by the United States or other government of any arm or instrumentality thereof, or by reason of labor disputes shall render the fulfillment of this contract by MCF impossible, then and thereupon this contract shall terminate and vendor shall pay space charges for said vendor space only up to the time of such termination, at the rate specified in Section 4, and Vendor hereby waives any claim for damages or compensation should this contract be so terminated.
- 15. REMOVAL FROM PROPERTY:** MCF has the right to eject any person from the property who is creating a disturbance, is disrupting the peaceful use of the premises or event, is endangering any person or property, is violating any state or local law, or is failing to comply with any portion of this agreement.
- 16. SMOKING:** Smoking is not permitted except in designated areas in compliance with the Illinois Clean Indoor Air Act. In Bloomington, smoking materials must be extinguished at least 15 feet from entrances. This policy applies to all employees, customers and visitors and is in keeping with our intent to provide a safe and healthful work environment.
- 17. PUBLIC HEALTH:** It is the responsibility of Vendor to provide all precautions to protect customers, employees, volunteers and all others at your booth against COVID-19, and follow all public health guidelines regarding COVID-19 that may lead to sickness or death.
- 18. ATM:** MCF shall be the sole ATM cash service provider on the fairgrounds under this agreement.
- 19. GOVERNING LAW:** This agreement shall be governed by the laws of the State of Illinois.

- 20. ASSIGNMENT:** Vendor may assign this contract only with written consent of MCF. Such consent shall be given in MCF's sole discretion. MCF may assign this contract to an affiliated entity provided that such entity shall be responsible for all obligations imposed, and rights granted, under this contract.
- 21. COMPLIANCE WITH LAWS:** Vendor will adhere to all applicable federal, state, county, and City of Bloomington laws for all obligations imposed and actions contemplated under this contract.
- 22. ENTIRE AGREEMENT:** This contract constitutes the entire agreement between the parties and supersedes any and all previous written or oral agreements or representations between the parties. This contract may only be amended in writing signed by both parties.

Please review this agreement. If any of the information is incorrect, or if you have any questions or concerns, please contact us immediately. Otherwise, please sign where indicated and return it to us by the date stated.

This agreement is not in force until signed by both parties.

ACCEPTED BY: Authorized Representative for Business or Organization:

Signature: _____ Date: _____

Print Name: _____

AUTHORIZED McLean County Fair Representative:

Signature: _____ Date: _____

Print Name: _____

Michael Swartz, Fair Manager
McLean County Fair
2242 Westgate Drive
Bloomington, IL 61705

309-663-6497
309-402-4340 fax
swartz@mcleancountyfair.org

**“EXHIBIT A”
(for Section 3: Vendor Space)**

Vendors must complete and return a schematic drawing of their booth space with contract.

Business Name _____

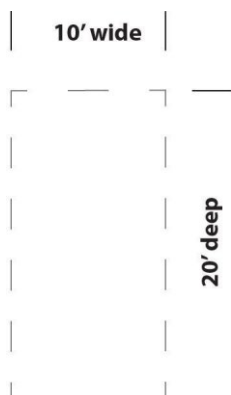
Owner/Contact Person _____

Draw your exhibit booth layout in the proper grid below:

- **Drawing must correlate to the booth size you selected in Section 4. B.**
- Include length and width of any tent and/or exhibit items. Overhead view only please.
- Each single space is 10' wide.

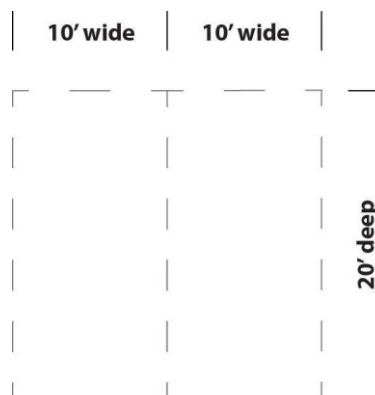
AREA “A”, “C” and “D”

Single booth space



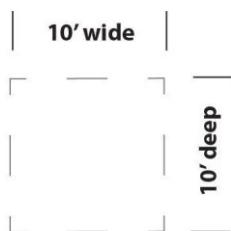
Walkway/Street

Double booth space



Walkway/Street

AREA “B”



Walkway/Street

~ RETURN A COPY OF THIS PAGE WITH CONTRACT ~