

# **LORAIN COUNTY FAIR**

# 23000 Fairgrounds Road, Wellington, OH 44090 (440) 647-2781

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loraincountyfair.com • info@loraincountyfair.com

### 2025 Concession/Vendor Information Sheet

#### If you wish to guarantee your space, you must:

- 1. Sign and return the yellow contract as soon as possible (the blue copy is for your records), even if you have already made a deposit. March 15 is the deadline to guarantee space for returning vendors; new vendors have fifteen days to commit to their contract. The contract is void if not committed to by the date at the bottom of the contract. Any contracts/deposits received after March 15 will be reassigned if that space is no longer available. The top line of the contract must be a name you can cash a check in. If it is not, you must correct it on the signed yellow contract when you return it. Should we have to issue you a refund check, that name will be used and, if it needs to be reissued, there will be a \$25 replacement fee. Complete the reverse side of the yellow contract if your tent/trailer requires electrical hook-up over 120v/20 amp or if you need special tent placement.
- 2. A non-refundable minimum deposit of \$150 per space or 20%, whichever is greater, is due with the signed contract. Call to use a credit card. A deposit must be made by March 15 to guarantee space. By sending a deposit, you agree to the terms and conditions on the contract and this sheet. The balance of the privilege fees MUST be paid no later than JULY 18 OR A LATE FEE OF \$100 PER SPACE OR 10%, WHICHEVER IS GREATER, WILL BE ASSESSED AND THERE IS NO GUARANTEE YOUR SPACE WILL BE HELD (except for food concessions grandfathered in to pay during fair week). Any orders for tents will not be placed if not paid for in full by July 18. There is a \$40 NSF fee or 5%, whichever is greater, for returned checks.
- 3. No part of this contract may be sub-leased or transferred. No item may be added to be sold or promoted.
- 4. **Every entity needs insurance.** Be sure your insurance company sends us an updated certificate of liability, naming Lorain County Agricultural Society as an additional insured, to include fair week.
- 5. Force Majeure Provision In the event of a force majeure, or the threat of a force majeure, including but not limited to continuation of the Coronavirus Pandemic (COVID-19), epidemics, uncontrolled viruses causing mass closures, civil disturbances, acts of God, or a federal, state, or county governmental ordered closure of the Lorain County Fair by the Governor of the State of Ohio, Director of the Ohio Department of Health, Lorain County Health Commissioner, President of the United States, or any other duly authorized federal authority, not within the control of the Lorain County Fair, all vendors, exhibitors, and concessionaires acknowledge and agree the Lorain County Fair shall be relieved of all obligations under this contract and the Lorain County Fair may terminate this contract. All vendors, exhibitors, and concessionaires further acknowledge and agree the Lorain County Fair shall not be responsible for any damages or monetary compensation to them in the event this contract must be canceled due to a force majeure.

# \*\*THIS IS THE ONLY MAILING YOU WILL RECEIVE!\*\* Once you have a contract, you need to know:

- CONTRACT: The contract is for space only you must provide your own table and chairs. The only items you are permitted to sell or exhibit are those listed on your contract. Any request for changes to your contract (including change in location) should be in written form and mailed with your signed contract. If any changes are approved, you will receive a revised contract by April 10 or within three weeks if sent after April 10. No changes to contracts (including canceling camper and storage tags) will be made after July 18. Any cancellation of space must be submitted in writing by July 18 or you will be responsible for the balance of the contract. As an existing vendor, you will receive a contract for the same space next year the beginning of February.
- FAIR DATES: Our fair dates reflect Sunday Sunday due to harness racing but there is no gate admission Sunday, August 17, and vendors only need to open August 18-24. Food concessions can open at their discretion on August 17.
- GATE TICKETS: Your contract includes 14 admission tickets and two concession parking passes for your workers. ALL BOOTH WORKERS NEED ADMISSION TICKETS (even if camping inside the grounds). Violations may result in non-renewal of your contract. For all vendors (not food and game concessions), your tickets will be mailed to the address on the contract the first week of August, if your contract is paid in full. Should you need them sent to another address or prefer to pick up, you must let us know by July 1. If you do not receive your tickets, you must let us know no later than August 12 (no packets will be replaced after this date); if we replace them, they will not be mailed in the future. Food and game concessions, with contracts paid in full, may pick up their tickets at the Secretary's Office during office hours (listed on the reverse side of this sheet) beginning August 6. Tickets will not be given without payment of the contract in full. If you need additional tickets for workers, you can purchase sets of 7 tickets for \$40 during the month of August and through Thursday of fair week, up to a maximum of 35 per space unless a written request is received for approval by the Concessions Director prior to July 18. Admission at the gate is \$10.
- CAMPING & STORAGE: Concession camping is first come, first serve and spaces are not reserved or assigned. Tags are available for \$165 and storage tags for \$50 until August 17 and then will increase to \$215 for camping tags and \$100 for storage tags beginning August 18. Campers that take up more than one plug must pay an additional \$50 per extra plug, which will be noted on your camping tag. No gray water is to be discharged on the ground it must be hooked to our system or you must use a buddy or tote. Camping begins on Wednesday before fair and there is an additional \$50 fee for campers that are on our property prior to that. No campers are to be set up prior to Monday before fair without permission. Campers and storage units will be checked and, if you do not have your tag displayed, we will leave you a notice giving you 24 hours to comply and a \$100 penalty will be assessed. Please buy your tags in advance by writing your needs on the yellow copy of the contract.
- **SET-UP TIMES:** Set-up is Thursday Sunday prior to fair from 9:00 am 5:00 pm. Tents and drapes are put up Tuesday & Wednesday prior to fair week. Deadline for set-up is Monday, August 18, by 10:00 am. Outside New Vendors: The first number of your contract is generally the gate you are closest to on the fairgrounds. Buildings will open at 9:30 am during fair week. There will be a \$50 fee for Concessions plugging in prior to Wednesday before fair. **Due to harness racing on Sunday, YOU WILL NOT BE ABLE TO ENTER THE SPEED GATE between the hours of 10:00 am and 9:00 pm on Sunday, August 17, for set-up.**
- RELEASE TIME: Release time is Sunday at 6:00 pm. ABSOLUTELY NO VEHICLES WILL BE ALLOWED ON THE GROUNDS UNTIL 9:00 pm. THIS WILL BE STRICTLY ENFORCED. Bringing your vehicle on the midway prior to this may result in towing of your vehicle and cancellation of your contract. Booths can be broken down on Monday but should be removed as soon as possible since there will be no security on the grounds. Gates are open and buildings accessible by 8:00 am on Monday.
- YOU ARE REQUIRED TO MAN YOUR BOOTH THE FULL SEVEN DAYS OF FAIR: Displays MUST be open every day 10:00 am until 10:00 pm, except Sunday evening when the release time is 6:00 pm. The exhibit area should be kept clean at all times.
- FIRE CODES AND FIRE SAFETY INSPECTION GUIDELINES: It is your responsibility to be in compliance with the enclosed Fire Safety Inspection Guidelines.
- **DEDICATED INTERNET CONNECTION:** Please call NorthCoast Wireless at 1-877-647-5622, no later than the Wednesday prior to fair, and they can set you up with a dedicated internet connection for \$165 (includes a router).
- **TRANSIENT VENDOR'S LICENSE:** Per House Bill 612 all vendors that do not have a permanent place of business in the county where the event is held are required to have a **Transient Vendor's License**. If you don't have a vendor's license and plan to sell merchandise at the fair or for any further questions about this license, visit <a href="http://tax.ohio.gov">http://tax.ohio.gov</a> for information.

<sup>\*\*</sup> Please check our website and/or follow us on Facebook for any updates or changes to this information \*\*

# **LORAIN COUNTY FAIR**





# 2025 Concession/Vendor Regulation Sheet

#### 1. General Rules

The Lorain County Agricultural Society, through its authorized agent who shall be known as Concessions Chairman, shall have the letting of all such privileges as are required to furnish the necessary wants of its patrons or that may add to their comfort, convenience, and pleasure. Under no circumstances will privileges or concessions of questionable nature be sold or in any manner tolerated on the grounds or in the buildings. The Society further reserves the right to deny space to any concessionaire at its discretion.

No privileges or concessions will be sold or permitted which are conducted in any way other than a legitimate manner satisfactory to the Board of Directors.

The Society reserves the right to close any privilege or concession at any time and order its removal from the Fairgrounds and may, if it so desires, declare any concession or privilege fee which may have been paid as a forfeit.

The abuse by any concessionaire of any privilege granted, by

extortion, sale of impure or unwholesome food or dishonest goods, or untidy or unsanitary appearance of booths or of their helpers, or other acts or practices objectionable to the Directors of the Lorain County Agricultural Society, will forfeit all rights and privileges without

No immoral shows, lottery devices, games of chance or gambling of any kind, including pool selling and paddle wheels, will be allowed.

#### 2. Deliveries and Parking

All deliveries of supplies must be made before 10:30 a.m. No trucks or private cars will be permitted on the midway or by the vendor buildings after 10:30 a.m.

All vehicles belonging to concessionaires must enter and leave the Fairgrounds at the "Concession Gate." When not in use, these vehicles must be parked in a designated concession parking area.

#### **Health Department**

All dining halls, lunch booths, luncheon counters, and other stands shall be substantial in structure and, when serving or dispensing foods, drinks, confections, etc., shall be subject to supervision of the Dairy and Food Division of the Ohio Department of Agriculture, in cooperation with the Lorain County Health Department.

#### Payment of Fees

When a deposit has been made on a concession/vendor fee, the final installment must be paid no later than July 18 or a late fee of \$100 per space or 10%, whichever is greater, will be assessed. The first \$150 per space or 20%, whichever is greater, of the deposit is non-refundable after March 15. NO REFUNDS will be made after July 18. All vendor rental and privilege fees must be paid in advance.

# 5. Soliciting

No commercial advertising signs, placards or stickers, no slogans or political signs or stickers may be attached in any manner to any vehicle, tree, pole, wall, or any other structure within the limits of the Fairgrounds not immediately concerned with the distribution of the product or service advertised.

No roving solicitation or distribution of literature, or posting or display of signs, or the selling of, or free distribution of, merchandise shall be permitted on the fairgrounds except by qualified exhibitors who may use this privilege only from within the confines of their own contracted concession or commercial rented spaces.

**6. Public Address Systems**No public address system or amplifiers are allowed inside of buildings. In outside areas, they must be regulated as not to interfere with neighboring concessionaires.

## 7. Beverage Regulations

Beverages in glass bottles cannot be sold or given away. Concessionaires must provide closed containers for their ice storage. No alcoholic beverages are allowed on the fairgrounds during the fair.

# Handouts, Drawings, and Promotional Giveaways

Free handouts, drawings, and promotional giveaways are permitted. Use of helium tanks and live giveaways must be **approved.** Selling tickets for raffles of any kind, immoral shows, lottery devices, games of chance, or gambling of any kind is not permitted per the ODA Redbook.

# 9. Sale Items

All items for sale in commercial spaces must be approved by the Concessions Committee by listing it on your vendor application and/or contract. No vaping products or products containing THC allowed.

#### 10. Dogs

There will be no dogs, except service dogs, allowed on the fairgrounds during the fair.

#### 11. Insurance

Lessee is required to carry Public Liability Insurance in the minimum limits of Bodily Injury \$1,000,000 and Property Damage \$100,000, evidence of insurance provided to us by a Certificate of Insurance with Lorain County Agricultural Society listed as additional insured, issued by the insuring company. The Lessee agrees to indemnify and hold harmless the Lorain County Agricultural Society for any claims, demands, liabilities, cost, or attorney fees arising from, or in any way connected with, Lessee's concession at the Lorain County Fair.

#### 12. Cancellation

It is mutually understood and agreed that, in the event of fire, windstorm, disaster, Act of God, Act of War or Public Authority, riot, accident, strikes, scarcity of energy or fuel, or any act beyond the control or power of either party, preventing the holding of the Lorain County Fair in full or part, neither party shall hold the other liable for any damages of any kind.

#### 13. Laws and Regulations

Lessee shall comply with both State and Federal minimum wage and hour laws, child labor laws, and agrees to hold harmless the Lorain County Agricultural Society from any claim presented by any person entitled to benefits under these laws.

The Lessee agrees to abide by and conform to all Laws of the State of Ohio; and the Laws, Rules, and Regulations of the State of Ohio Agricultural Department; and the Rules and Regulations of the Lorain County Agricultural Society.

# 14. Outside Vendors - Tents

You must stay within your space. Please take the time to secure the sidewalls and leave your tent in the upright position. If there is a surcharge for soiled sidewalls, it may be passed onto those that leave their tents in an improper manner.

# 15. Inside Vendors - Space

Inside space is <u>approximately</u> 10' wide by 10' deep in buildings 17 and 19 and 8' deep in Building 23. Drapes will be furnished in the buildings. You must stay within your space. The buildings will open at 9:30 am during fair week. NO TAPE ON FLOORS IN BUILDINGS.

16. Clean-Up, Garbage & Trash Handling
All food trailers MUST properly dispose of all wastewater in either sewer lines or holding tanks. Cooking grease must be poured into grease containers provided. Improper disposal of grease will result in fees being assessed or cancellation of contract. Garbage must be put in garbage bags, tied shut, and placed next to a trash barrel. All boxes need to be broken down and set next to a trash barrel. Palettes and fire rings must be properly disposed of or a \$100 fee  $\overline{\text{will}}$  be assessed.

## 17. Water Supply

In order to hook up to the water supply, you must have a 1024/1012 Back Flow preventor on your unit.

## 18. Electrical Hookup

All booths/spaces are provided electric. Any vendor/exhibitor that requires hardwiring <u>must</u> contact the fair electrician for hook-up. Failure to do so will be considered a breach of this agreement and may result in dismissal from the fair. The Lorain County Agricultural Society, dba Lorain County Fair, assumes no liability or responsibility for accidents or injuries that occur as a result of a violation of this policy. All hook-ups will be checked for proper grounding by the fair electrician. You must note, on the back of your signed contract, any electrical needs over 120v/20 amp. There will be a \$100 fee for anything over 120v/20 amp. If you are hardwired, our electrician will unplug you by 11:00 am on Monday after fair. ANYTHING PLUGGED IN TUESDAY AFTER FAIR @ 8:00 AM WILL INCUR A \$35 PER DAY **ELECTRIC FEE.** 

The Concessions window is open year-round at the Secretary's Office on the fairgrounds from 9:00 am - 3:00 pm, Monday - Friday, with the following extended hours in August (please check this page on our website in August for any changes to this information):

9:00 am - 1:00 pm & 2:00 pm - 5:00 pm, Monday - Saturday August 1 - 15

August 16 9:00 am - 4:00 pm

August 17 9:00 am - noon & 1:30 pm - 4:30 pm August 18 & 19 9:00 am - noon & 2:00 pm - 5:00 pm 9:00 am - 11:00 am & 4:00 pm - 6:00 pm August 20 August 21 - 24 9:00 am - 3:00 pm & 6:00 - 8:00 pm

Please plan your check-in accordingly. Call Charisse at (440) 647-2781, ext. 221, or email cnikel@loraincountyfair.com if you have any questions. We are here to help you have a successful fair experience. Thank you for being a vendor at the Lorain County Fair!