

# 2020 McHenry County Fiber Fest/Fair Vendor Contract

PO Box 375 Woodstock, IL 60098  
 info@mchenrycountyfair.com  
 (815)338-5315

**NOTE:** To secure your space, please mark your business calendar for due dates, as no notices will be sent.

THIS AGREEMENT, made between the McHenry County Fair Association, here by listed as MCFA and

\_\_\_\_\_ (Business Name) \_\_\_\_\_ (Contact Name)

Address: \_\_\_\_\_ Town: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code \_\_\_\_\_

Work Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

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

WHEREAS, the MCFA has possession of certain facilities known as the Fairgrounds and conducts thereon the McHenry County Fair and Second Party is desirous of leasing a certain area and privileges attached thereto during the Fair to be held **August 4, 2020 at noon through August 9, 2020** inclusive. NOW THEREFORE, it is agreed by and between the Parties hereto, the MCFA hereby grants and sells to Second Party the following rights and privileges only, to sell, display, advertise and demonstrate as identified below and none other:

- A detailed list of products **MUST** be submitted with contract. Contract will not be accepted without list.
- Certificate of Liability Insurance **MUST** be furnished to Fair Office or MCFA provided insurance must be paid for **BY June 19, 2020**.
- The signed contract and a deposit of 50% is due before **April 1, 2020**. If contracting after this date, the down payment is required within 10 days after contract is received. The remaining balance is due before **June 19, 2020**. If contracting after this date balance is due in full when contract is submitted.
- Set up times: **Monday, August 3, 2020, from 9:00 am - 8:00 pm**

**Booth information: All booths will be in a Fiber Fest Tent**

- Tuesday/Wednesday/Thursday **10X10 booth..... \$75 each** \$ \_\_\_\_\_
- Friday/Saturday/Sunday **10X10 booth..... \$100 each** \$ \_\_\_\_\_
- Save – All 6 days, Tuesday - Sunday **10X10 booth..... \$150 each** \$ \_\_\_\_\_

**Utilities:** Each booth includes one (1) 110 Volt, 20 amp outlet. You must furnish your own cords and bulbs.

**Please fill out below if extra power is needed, this will be at an additional cost to vendor.**

- \_\_\_\_\_ Additional 110 volt outlet.....**\$50 each** \$ \_\_\_\_\_

**Insurance (see #24):** Liability Insurance through MCFA (non-commercial vendors only).....\$100 \$ \_\_\_\_\_

**Tables or Chairs (see #22):** # of tables: \_\_\_\_\_ .....\$20 each # of chairs: \_\_\_\_\_ .....\$5 each \$ \_\_\_\_\_

**Tickets (see # 3):** Each exhibitor receives two season passes per contract. You may purchase additional season passes for \$20 each or daily tickets for \$5 at the time the contract is submitted or at Fair Check-in ONLY. \$ \_\_\_\_\_

**Advertising (See enclosed document):** \$ \_\_\_\_\_

**TOTAL COST:** \$ \_\_\_\_\_

This agreement must be **signed and returned with your deposit**. Failure by Second Party to pay sums in full on or before the agreed dates shall result in cancellation of this agreement by the MCFA without refund of monies paid by the Second Party to the MCFA. In the event of cancellation of the agreement by Second Party for any reason, it is agreed that monies paid by Second Party to the MCFA shall be retained by the MCFA. All monies due June 19, 2020, unless authorized arrangements have been made by MCFA. Final placing of vendor and measurement will be at the discretion of the MCFA. In any case of default in the provisions of this contract or **failure of Second Party to show, move in and set up, for any cause: The MCFA shall retain all monies or securities as liquidated damages** and have the right to lease said rights and privileges to other parties without notice to Second Party. **No spaces guaranteed after JUNE 19, 2020 and a \$25 LATE fee will be added after JUNE 19, 2020.** The Second Party agrees to save and hold harmless all organizers, volunteers, officials and staff of the MCFA from all claims of damages, demands and actions whatsoever in manner, because of the presence and operations of said Second Party at the Fairgrounds before, during and after the event named herein. **IT IS YOUR REPOSIBILITY TO READ AND COMPLY WITH THE PROVISIONS OF THE CONTRACT (page 1, 2 and 3) TO BE VALID; THIS CONTRACT MUST BE SIGNED AND RETURNED WITH DEPOSIT.**

**By signing this contract, you agree to obey and adhere to the rules and regulations listed below. Be sure to read through them carefully and contact the MCFA office with any questions.**

1. For **Tuesday, Wednesday, Thursday Vendors will check in on the Monday** before the fair at the office in Building D on the Fairgrounds to pick up your packet and receive your booth location. Set up time is from 9 am to 8 pm ON Monday and from 8 am to 11:30 am on Tuesday. **NO VEHICLE MOVE-OUTS UNTIL 9:00 PM THURSDAY NIGHT.** If tear down happens prior to 8:00 PM Thursday, there will be a \$100 fee and you may not be invited back to future fairs on our grounds.  
For **Friday, Saturday, Sunday Vendors will check in on Friday** am at the office in Building D on the Fairgrounds to pick up your packet and receive your booth location. Set up time is from 7 am to 10 am on Friday. **NO VEHICLE MOVE-OUTS UNTIL 8:00 PM SUNDAY NIGHT.** If tear down happens prior to 8:00 PM Sunday, there will be a \$100 fee and you may not be invited back to future fairs on our grounds.
2. EXHIBIT HOURS for FIBER FEST TENT: Tent will be open to the public and staffed Tuesday, August 4 from Noon to 9:00 PM, Wednesday, Thursday, from 10:00 AM to 9:00 PM Friday and Saturday from 10:00 AM to 10:00 PM and on Sunday from 10:00 AM to 8:00 PM. Second Party must be set up and ready for operations by 12:00 PM Tuesday and remain in full operation each day as specified above. If not in place by 12:00 pm on Tuesday, there will be a \$50 fee.
3. **Tickets:** 2 season passes are included with each contract and will be in vendor packet. Packets will be available for pick up the Monday or Friday, depending if you chose Tuesday, Wednesday, Thursday or Friday, Saturday, Sunday option. Additional season passes (\$20) or Daily passes (\$5) may be purchased at time of contract or check-in at fair. If tickets are not purchased in advance or at check-in, then tickets must be purchased at the gates at regular daily price (\$8). It is your responsibility to get the admission tickets to the workers for your booth.
4. Any material of any kind deemed objectionable by the MCFA may be removed, without liability for damage by the MCFA.
5. Obstructing of visitor's passageways, use of public address systems, recorders, gongs, bells or any other objectionable devices or method of attraction attention shall not be permitted. You may not lob, fling, pitch, toss, throw, chuck, or hurl give aways or objects at fair goers to promote your booth.
6. **All signs, posters, literature paper, handouts, advertising materials, soliciting signatures, etc. must be displayed or distributed ONLY FROM WITHIN YOUR RENTED SPACE. No aisle or walkway shall be obstructed by selling or promoting any article, product, or service. Any sales or promoting shall be done ONLY FROM WITHIN the rented space.**
7. Any item or structure placed upon a leased facility or area shall conform and be operated in compliance with requirements of the MCFA, Public Health agencies and all other County, State, and Federal laws, rules and regulations.
8. The MCFA will provide night security. All outside tents and trailers should be secured as best as possible by the Second Party. Items left in the tents or buildings are at the risk of the Second Party.
9. The Second Party is responsible for keeping all debris and refuse picked up in their assigned area.
10. **The Commercial Committee Chairman and the Commercial Committee shall be the final arbitrator of disputes concerning concessionaries or vendors.**

11. The MCFA shall not be responsible for any loss or damage to Second Party's person or Second Party's employees or agents from any cause whatsoever, arising from the performance of this contract, and the Second Party in signing this contract expressly releases the MCFA from all claims of such loss, damages or injuries. Any damage to the building or improvements through carelessness or negligence of Second Party's employees or agents must be paid for by Second Party.
12. All or any part of displays, stands, equipment and/or supplies used by the Second Party during the time set forth in this contract must be removed from the Fairgrounds within 24 hours from the closing day of the Fair, The Second Party must get approval from the Fair Office if they need more time. If items remain longer than 10 days, they will be deemed abandoned and become the property of the MCFA without notice.
13. NO PROMISES, representations, agreements or conditions have been made or agreed to which are not stated fully herein.
14. If the Commercial Committee Chairman decides along with the Commercial Committee of the Fair Association that a Concession or Exhibit is not in keeping with the best interest of the Fair, then the Second Party may be ordered to leave the premises without refund.
15. **PARKING/DELIVERIES:** Concessionaires and Vendors receive one (1) vehicle sticker if needed for deliveries. This will allow for parking in **VENDOR PARKING. NO PARKING IS ALLOWED ON OR NEAR THE CONCESSIONAIRES SITE. THERE ARE NO VEHICLES ALLOWED IN THE EXHIBIT AREA (BUILDING D PARKING LOT) AFTER 9:30 AM.** Deliveries to your exhibit or concession **MUST BE MADE BEFORE 9:30 AM.** Inform your distributors. Parking in the exhibit areas after 9:30 AM will result in being towed at the owner of the vehicle's expense.
16. **OVERNIGHT CAMPING AND RESERVATIONS.** There are limited spaces available that include water and electric. Fill out enclosed form to reserve space. All campers will receive one camping parking permit. Campers must supply a vacuum back flow pressure relief valve at hookup. Gray water discharge pipe must be capped. Campers found to have dumped gray or black water on the fairgrounds may be ordered to leave without refund. (See camping form for information on waste disposal).
17. Vendors must provide their own tables and chairs. Tables and chairs will be available for a fee.
18. The MCFA **WILL NOT** guarantee you are the sole vendor of a product. No vendor is guaranteed exclusivity; written, implied or verbally. Refunds will not be issues based on lack of exclusivity.
19. **All booths and exhibits must be in place BEFORE 12:00 PM on the first day of the Fair.** Please check in at the Fair Office before setting up. **IF space is not occupied by said time, the MCFA will have the right to resell the space and payment will be forfeited.**
20. The Second Party is not allowed to sublease their space.
21. Measure space accurately. If it is not satisfactory and you leave, there will be no refund. The MCFA reserves the right to make last minute changes in commercial exhibit locations. Space is limited and MCFA may not have adequate alternative locations. If not satisfied with new location and you leave, you will not receive a refund.
22. **No live animals may be sold or given away as prizes.** No weapons will be displayed unless enclosed in a locked case or cabinet. Weapons sold or given away as prizes must be in a sealed container. No indecent items may be sold or given away as prizes, as determined by the MCFA. The MCFA will enforce all applicable Federal and State laws or County ordinances.
23. No pets or outside liquor allowed on the Fairgrounds.
24. **A minimum of \$1,000,000 Liability Insurance is required of all commercial and non-commercial vendors. All policies must name the McHenry County Fair Association as additional insured/certificate holder on their Certificate of Insurance.** Liability Insurance can be provided through the MCFA's Insurance Company for non-commercial vendors only for a cost of \$100 per vendor and location. **(Adding vendor into the MCFA Liability Insurance in NO WAY provides Workman's Compensation Insurance).**
25. No loitering, soliciting, picketing or protesting will be allowed on the McHenry County Fairgrounds.
26. **If any of the above rules are violated, your contract will not be renewed the following year.**
27. **The MCFA reserves the right to accept or reject any agreements, applications and/or contracts.**

Signature: \_\_\_\_\_

**McHenry County Fair Association**

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Title: Commercial Committee Chairman Date: \_\_\_\_\_

# Insurance Notice

## **A CERTIFICATE OF LIABILITY INSURANCE MUST BE ON FILE BY MONDAY OF FAIR WEEK IN ORDER TO SET UP**

Non-commercial vendors may purchase insurance through the McHenry County Fair Association for the week of the Fair, August 4, 2020 to August 9 2020. Adding vendor into the MCFA Liability Insurance in NO WAY provides Workman's Compensation Insurance.

**Coverage \$1,000,000**

**One Location - \$100.00**

**\$100.00 each additional location**

The cost will be added to the balance on the contract.

Make your check payable to the McHenry County Fair Association.

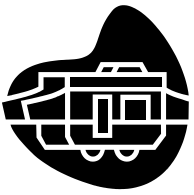
Vendor Name: \_\_\_\_\_

No. of Booths or Stands: \_\_\_\_\_

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

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

Signature: \_\_\_\_\_



# 2020 McHenry County Fair Vendor Camping Permit



To reserve your camping site for an additional cost, please turn this form to the office by July 1, 2020, so that we can guarantee you a vendor camping/stock truck spot. Payment for your site will be required by July 15, 2020 otherwise your site will not be guaranteed. This includes stock trucks that require electricity.

\_\_\_\_\_ (Business Name) \_\_\_\_\_ (Contact Name)

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

Town: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code \_\_\_\_\_

Work Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

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

Each unit has electrical & water hook-up available. Please bring your own extension cords and hose to make proper connections. Please fill out additional information below to find cost.

Number of **Camping Units** \_\_\_\_\_ Number of nights \_\_\_\_\_ x \$30 = Camping Total: \$ \_\_\_\_\_

Unit #1 Date of Planned Arrival \_\_\_\_\_

Unit #2 Date of Planned Arrival \_\_\_\_\_

**Stock Truck needing Electric** \_\_\_\_\_ Number of nights \_\_\_\_\_ x \$30 = Total: \$ \_\_\_\_\_

Date of Planned Arrival \_\_\_\_\_ Length: \_\_\_\_\_

**Stock Trucks** \_\_\_\_\_ Number of nights \_\_\_\_\_ Date of Planned Arrival \_\_\_\_\_ Length: \_\_\_\_\_ N/C

**Restroom Pumping:** Pumping of your gray & black water tanks will be provided for a fee of 25.00 each time. **Registrant will be required to be in attendance at time of pumping.** No pumping will be done prior to payment. If you do not sign up for pumping in advance you will need to go to the Fair Office in Building D to pay for pumping by **4 pm the day before** your unit will be pumped.

**Pumping available: Thursday – Sunday 6:00-7:00 am.** Please circle to indicate what day/days you would like to be pumped to find cost

THURSDAY                  FRIDAY                  SATURDAY                  SUNDAY

Number of pumps \_\_\_\_\_ Number of units \_\_\_\_\_ x \$25 = Pumping Total: \$ \_\_\_\_\_

**TOTAL COST (Camping, Stocks Trucks and Pumping)** \$ \_\_\_\_\_

# McHenry County Fair Association



P. O. Box 375~11900 Country Club Rd.  
Woodstock, IL 60098  
815- 338-5315  
info@mchenrycountyfair.com  
[www.mchenrycountyfair.com](http://www.mchenrycountyfair.com)

February 28, 2020

Dear Vendor,

The Illinois Department of Labor requires all vendors and fairs to verify that they have no convicted child sex offenders in their employ. **“It is unlawful for a child sex offender to knowingly operate, manage, be employed by, or be associated with any county fair when persons under the age of 18 are present.”** For the fair to be in compliance with this requirement, we ask that you please fill out the bottom of this page, sign and date it, and return it.

We’re sorry for this inconvenience, but it is being required by the Illinois Department of Labor. If you have any questions, or would like further information, please contact them at (217)782-6206 or (312)793-2808.

Sincerely,

*Jeff Schmaucher*

McHenry County Fair Association  
Concession Manager

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**Risk Management Agreement: PLEASE SIGN, DETACH AND RETURN THIS PORTION.**

I affirm that I have no convicted sex offenders in my employ that will be at the McHenry County Fair.

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Date



## McHenry County Fair Association

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February 28, 2020

Dear Vendor,

The Illinois Department of Revenue requires anyone selling merchandise or food at the fair to collect Illinois sales taxes at the rate of 8%. The fair will be required to provide them the names of all businesses or individuals who are selling any items at the fair, the permanent address and the Illinois Business Tax (IBT) number of that business. If you are in a different state, please note if you do not have an IBT. If your business is not selling anything, please just check not applicable and complete and return this form. We are required to have a form on file for each vendor participating in our event.

The Illinois Department of Revenue will be contacting those who do not file a tax return with the State of Illinois. Please help us comply by completing the form below and returning it to us with your signed contract. Any questions, please call (815)338-5315.

Sincerely,

*Jeff Schmaucher*

McHenry County Fair Association  
Commercial Chairman

-----  
\_\_\_\_\_  
Name of Business

\_\_\_\_\_  
Permanent Address, Town, State and Zip Code of Business

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Illinois Business Tax (IBT) Number

Not Applicable

I agree that the information above is correct to the best of my knowledge.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

# McHenry County Fair

## August 4<sup>th</sup> – August 9<sup>th</sup>

### 2020 Fair Program Flyer



Don't miss the opportunity to be part of the 2020 Fair Program Flyer!

Programs will be distributed throughout the county and at the gates for fair visitors to plan their day at the McHenry County Fair.

Business Card Size ads \$200.00. Coupons type ad is acceptable.

**Reserve your spot today!**

**Space is limited. Your location will be noted on ad.**

Files should be provided as 300 dpi, actual business card size 3 5/8" x 2 1/4". File format should be pdf, eps, or ai or tif.

Any ads submitted that are not camera ready or appropriate format will incur a setup charge at the advertiser's expense.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Contact Person

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

### **DEADLINE FOR SUBMITTING AD IS MAY 15, 2020**

Print Ready Ad file and payment must be received by this date.

Completed order Form and Payment can be mailed to

McHenry County Fair Association

P.O. Box 375

Woodstock, IL 60098

Checks made payable to: McHenry County Fair Association

Or Charge – VISA MasterCard Discover

Account # \_\_\_\_\_

Signature \_\_\_\_\_



**Food Vendor Menu List for \_\_\_\_\_**  
**Company Name**

If you are a FOOD VENDOR at the McHenry County Fair you are **REQUIRED** to turn in a **complete Menu List** with your contract. **If the Menu List is not included at the time of submission your contract will not be considered until the Menu List is completed and returned.** Additional items cannot be added after contract submission.

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_
9. \_\_\_\_\_
10. \_\_\_\_\_
11. \_\_\_\_\_
12. \_\_\_\_\_
13. \_\_\_\_\_
14. \_\_\_\_\_
15. \_\_\_\_\_

Signed \_\_\_\_\_ Date \_\_\_\_\_

**Rules and Restriction for having a Gator or Golf Cart on Premises during the Fair**

1. All motorized vehicles can drop off supplies to barn and be used on highlighted routes from 5:00 am to 10:00 am and from 8:00 pm to midnight. A map will be provided to you when you register with the office.
2. Drivers must be at least 16 years old WITH a valid driver’s license.
3. All vehicles MUST be registered with the office and have a permit for the 2019 fair.
4. All vehicles must have a current copy of insurance on file with the office.
5. Fill out the form below and turn it into the office with a copy of insurance before Tuesday of fair week to receive your permit for the week.

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**Gator, Golf Cart, ATV or any other Motorized Vehicle Agreement and Registration**

Name of Owner: \_\_\_\_\_

List of approved Drivers: \_\_\_\_\_

\_\_\_\_\_

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

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

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

Insurance company: \_\_\_\_\_

Type of vehicle: \_\_\_\_\_

As the owner of the motorized vehicle listed above, I agree to the above-stated rules and regulations. I agree that the McHenry County Fair Association, its board of directors, employees, agents and volunteers (other than the owner and driver of the motorized vehicle) are NOT liable for any property damage or bodily injury resulting from the ownership, maintenance, use or entrustment to others of the motorized vehicle listed above. I further agree to defend, indemnify and hold harmless the McHenry County Fair Association, its board of directors, employees, agents and volunteers from and against any and all claims, demands, actions and causes of action for costs, attorneys, fees, expenses or damages to real and personal property or for bodily injury or death which may result from the ownership, maintenance, use or entrustment to others of the motorized vehicle listed above.

\_\_\_\_\_  
Signature of Owner

\_\_\_\_\_  
Date

----- Office use below this Point -----

Office Personnel who completed registration: \_\_\_\_\_

Insurance Turned In: \_\_\_\_\_

Permit Given: \_\_\_\_\_