

Madison County Fairgrounds 2023 Terms and Conditions

An agreement made by and between the Madison County Fair Grounds Officials, hereinafter called ORGANIZER, and VENDOR.

ORGANIZER and VENDOR agree to the following:

- ORGANIZER will lease to VENDOR all indicated services as indicated on application.
- Space/Location will be assigned by ORGANIZER. VENDOR may request a specific space, but it will not be guaranteed. Tables, chairs, canopies, and garbage receptacle (vendor use) are **not** included with space. If any of these are required by the VENDOR, they are to supply them. Tables and chairs are available at a variety of local businesses.
- Setup shall be on announced via email.
- **No one shall be allowed to setup after the event begins.** Vendors who do not set up during the above time frame run the risk of losing their space without refund.
- Vendors will have access to their booth space daily at 8AM and are required to be ready to sell by 11 Am until 10 PM each day.
- Vendors may choose to open earlier. The Fair opens at 9 AM.
- VENDOR shall not, without prior written consent of ORGANIZER, assign or sublet any part of this lease/display space. Violation of this item will result in the loss of booth space.
- VENDOR may not sell any items that are not listed on their application.
- VENDOR may not cause contention between or harass any VENDOR, employee, or spectator at the Fairgrounds. Reports of this activity will be cause for immediate removal from event and no future rentals permitted.
- VENDOR is responsible to remove all their garbage from the fairgrounds nightly. A dumpster will be provided to dispose of these items. The garbage cans around the Fairgrounds ae for spectator use and not to be filled with VENDOR waster or taken for VENDOR use.
- VENDOR agrees to occupy their designated booth space(s) and not move booth locations for the entire duration of the event. It is further agreed that if said VENDOR does not occupy the contracted space or fails to comply in any other respect with the terms of this agreement, the ORGANIZER shall have the right, without notice to the VENDOR, to sell such space or any part thereof. It is also agreed that the VENDOR failing to occupy said space or comply with any of the provisions of this agreement shall pay the entire contract price as loss and/or damage suffered by ORGANIZER on account of such failure. Notification of cancellation must be made in writing within three days of contract date. After three days, any monies exchanged become non-refundable.
- VENDOR will abide by the General Rules of the Fairgrounds. *This includes indemnification of the Madison County Organizing Committee, Madison County Fair Board, Madison County and its departments, and/or Rexburg City and its departments from responsibility for any loss or damage by fire, wind, storms, explosions, or any other cause whatsoever, including Acts of God, or other loss by the VENDOR during the duration of the event. VENDOR covenants not to sue ORGANIZER for any and all liability, real or alleged, arising out of or in connection with this lease agreement. VENDOR also agrees to pay all costs of collections, default, breach, or enforcement hereunder, including reasonable attorney's fees.*
- Sales tax for sales made by VENDOR shall be the responsibility of the VENDOR.
- This agreement contains the entire understanding of the parties, and no oral or other representation not contained herein shall be binding upon the parties hereto.
- All food VENDORS must have and include a copy of a state license; call the Eastern Idaho Public Health District at (208)356-3239 for more information.