

SUSSEX COUNTY CHAMBER OF COMMERCE
2016 CHAMPION OF THE GRILL
VENDOR & EXHIBITOR CONTRACT



SPACE SIZE		COST
<input type="checkbox"/>	10' by 10'	\$150
<input type="checkbox"/>	15' by 10'	\$175
<input type="checkbox"/>	20' by 10' or 15' by 15'	\$225
<input type="checkbox"/>	Non-Profit Exhibitor/Vendor	\$75



**Join us Sunday,
September 18, 2016!**

The Chamber of Commerce will assign locations. Please see rules and regulations for setup times.

I prefer an indoor location. I prefer an outdoor location (must provide own tent if outside)

Tent Dimensions _____

Additional Requirements (Check if needed): 8 ft. table & 2 chairs Electric

***ALL VENDORS** must supply a Certificate of Insurance. See "Insurance and Liability" section of RULES AND REGULATIONS for specific requirements. **ALL FOOD VENDORS** must have a Food Handlers License and obtain a Fire Permit from Frankford Township. Fire Permit forms available at www.frankfordtownship.com or call 973-948-7592. Permit cost is \$42.00 (payable to Frankford Township). **ALL FOOD VENDORS** are also required by NJ state law to have an approval from the local health dept. prior to operating. Applications are available on-line at www.sussex.nj.us. Go to form center and proceed to SCDEPHS Farmers' Market/ Temporary Retail Food Vendor Application. **It does not matter if the food is sold or given away. You must have an approval.**

Mail contract & payment to: *Sussex County Chamber of Commerce, 120 Hampton House Rd, Newton, NJ 07860.* Checks to be made payable to the Sussex County Chamber of Commerce. Payment is expected with signed contract. Submission of signed contract denotes participation and payment is expected. Returned checks are subject to a \$40.00 processing fee. No cancellations will be accepted and no refunds will be given.

Name: _____

Business Name: _____

Address: _____

Town: _____ State: _____ Zip: _____

Phone: _____ Cell Phone: _____ Email: _____

Website Address: _____ Product/Service Description: _____

Signature: _____ Date: _____

SUSSEX COUNTY CHAMBER OF COMMERCE
VENDOR and EXHIBITOR
RULES & REGULATIONS FOR CHAMPION OF THE GRILL



The Sussex County Chamber of Commerce, hereinafter referred to as "Host", hosts CHAMPION OF THE GRILL. The Host acts as the agent to provide festival management services. These contract terms have been established for the mutual benefit and protection of vendors, exhibitors, attendees, and the Host. These rules and regulations are made a part of the Vendor Registration and Contract.

Character of Exhibits: Host may rent space of interest to business and industry, community or of educational value. The general rule of the exhibit area is "be a good neighbor." All exhibits must be constructed, designed and operated in good taste and in accordance with the best interest of CHAMPION OF THE GRILL, which the Host, at its sole discretion, shall have the right to decide. All publicity, sales and promotional activities conducted by the Vendor must be confined to the contracted space. **Use of public address systems (without Host approval) or use of extra signage outside of the exhibit space (without payment for additional exhibit space) is prohibited.** Games of chance are forbidden without proper licensing. Distribution of any souvenirs, printed matter, display items or other articles by the Vendor shall be restricted to the space contracted by Vendor unless expressly permitted by the Host. The Host, at its sole discretion, may prohibit any activity whatsoever it determines to be detrimental and not in the best interest of CHAMPION OF THE GRILL. Guests, exhibitors and Vendors are prohibited from distributing any material (such as, but not limited to brochures, windshield stuffers, and stickers) on any property owned by the Sussex County Farm and Horse Show. Contracted exhibitors and Vendors may distribute their material from their booth only. Violators may be subject to a penalty fee to cover the cost of clean up.

Standard Booth Equipment: The price of vendor space includes standard table with table cloth and two chairs.

Check-In: All participants, vendors and exhibitors must register with the Sussex County Chamber of Commerce upon arrival.

Cancellation of Contract: There is a **NO CANCELLATION** policy for this event. The Host may terminate this contract without notice, withhold from the Vendor possession of the exhibit space and retain all space rental fees if (a) the Vendor fails to pay all space rental charges by September 10, 2016 or (b) the Vendor fails to perform any material terms or conditions of the contract or (c) the Vendor refuses to abide by these Rules and Regulations.

Failure to Hold CHAMPION OF THE GRILL: In the event CHAMPION OF THE GRILL is cancelled because of reasons beyond the control of the Host, space rental fees already paid will be returned to Vendors on a pro rata basis, after all CHAMPION OF THE GRILL expenses incurred by the Host through the date of cancellation have been met plus an administrative fee and overhead charges. However, Vendor will not be reimbursed if CHAMPION OF THE GRILL is cancelled, postponed, or abandoned due to an act of war, insurrection, radioactive contamination, seepage, pollution and contamination.

Force Majeure: In the event Sussex County Fairgrounds or any part of the exhibit area thereof is unavailable, whether for the entire event, or a portion of the event, as a result of fire, flood, tempest, or any other such cause or as a result of governmental intervention, malicious damage, acts of war, strike, lockout, labor dispute, riot or any other cause of agency over which the Host has no control, or should Host decide that because of any such cause it is necessary to cancel, postpone, or re-site CHAMPION OF THE GRILL, or reduce the installation time, exhibit time, or move-out time, the Host shall not be liable to indemnify or reimburse Vendor in respect of any damage or loss, direct or indirect, arising as a result thereof. Host shall have no liability whatsoever from any loss resulting to Vendor, directly and indirectly, from strikes, labor disturbances, premises, weather, and other uncontrollable events, and there shall be no rebate or refund of fees herein because of such losses.

Relocation of Exhibits: The Host may alter the location of exhibit spaces, at its sole discretion in the best interest of the CHAMPION OF THE GRILL.

Subletting of Exhibit Space: Vendor may not assign, sublet or share exhibit space with another business or firm unless approval has been obtained in writing from the Host. Vendor must show goods or services manufactured or dealt in by them in the regular course of business. Should an article of non-exhibiting firm be required for operation or demonstration in a Vendor's display, identification of such article shall be limited to the usual and regular nameplates, imprint or trademark under which same is sold in the general course of business.

Insurance and Liability: All vendors and exhibitors must supply a Certificate of Insurance to the Sussex County Chamber of Commerce. Vendors and exhibitors will obtain and maintain, at their own cost and expense, general public liability insurance insuring both itself and the Host and its officers, employees, volunteers, and agents against any and all liability or claims of liability arising out of, occasioned by or resulting from an incident or otherwise in connection with the operations to be carried out pursuant to the Contract to which this Rider is attached. The insurance will provide for coverage of not less than \$250,000 for injuries to any one person, and \$500,000 for injuries in any one accident or occurrence, and \$100,000 for loss or damage to property. Should a combined single limit of liability be provided for both bodily injury and property damage, the required limit will be \$1,000,000. The policy of insurance shall be of a company or companies authorized to do business in this State and shall name the Host and its officers, employees, volunteers and agents as "Additional Insured." An original Certificate of Insurance evidencing the foregoing must be provided as to adequacy of protection of the Host. All property of the Vendor is understood to remain under its custody and control in transit to and from or within the confines of the exhibit area. The Host and Sussex County Fairgrounds do not maintain insurance covering Exhibitor's and Vendor's property.

Damage to Property: Vendor agrees that the Host and its officers, employees, volunteers, and agents shall not be liable for any damage or liability of any kind or for any injury to or death of persons, or damage to property of Vendor or any other person, by any cause whatsoever, by reason of the operations to be carried out pursuant to the Contract to which this Rider is attached. Vendor does hereby agree to indemnify and hold harmless the Host and its officers, employees, volunteers, and agents, from all claims, actions, demands, costs and

expenses and liability whatsoever, including attorneys' fees, on account of any such real or claimed damage or liability, and whether rightfully or wrongfully brought or filed. Exhibitor is liable for any damage to building floors, walls or columns, grounds or booth equipment or to other Vendor's property. Vendor may not mar, tack, make holes, and apply paint, lacquer, adhesives or other coating to building columns and floors or to standard booth equipment.

Setting Up of Exhibits: Exhibits may be set up between 8:00 am and 10:00 am on Sunday, September 18, 2016 All exhibits must be completed and in place by 11:00 am on Sunday, September 18, 2016 After that time, unattended exhibit space with no visible sign of installation may be reassigned and no refund will be made to the Vendor. All vehicles must be off the grounds by 11:00 am.

Care of Exhibits: Exhibitor must not throw trash or place any other material on the ground that will endanger the public or inconvenience other Vendors.

Parking: All Vendors must park vehicles in designated Vendor area. The parking lot must be left open for general public guests.

Electricity Service: Electric is supplied at no additional cost (one 110-volt/20-amp circuit for each space contracted).

Dismantling: Vendor displays shall not be dismantled or packed in preparation for removal before the official closing time of 5:30 p.m. Sunday, September 18, 2016 Every exhibit must be fully staffed and operational during the entire CHAMPION OF THE GRILL event. The dismantling of displays begins at 5:30 p.m., Sunday, September 18, 2016 and continues through 7 p.m. At that time, all Vendor displays or materials left in the exhibit space without instructions will be packed and shipped at the discretion of the Host and all charges, time and labor, will be applied to the Vendor.

IMPORTANT FRANKFORD TOWNSHIP REQUIREMENTS:

- Food vendors that cook and have seating in the immediate area must have an Ansel fire suppression system.
- All tents, canopies, tarps, etc. must be of approved fire retardant material. Documentation should be available for the fire inspector.
- All vendors must have an appropriate fire extinguisher (in code and up to date).
- All gray water must be collected in an appropriate container and disposed of properly. Please do not dump anything into the storm sewers!
- Absolutely no pets or exotic animals permitted without consent.
- All vendors selling food must obtain a Fire Permit from Frankford Township.

Amendments: These regulations, conditions and rules have been drawn up for the intention and purpose of providing a well regulated and balanced, attractive and successful CHAMPION OF THE GRILL event. The Host shall have full power to interpret the rules and regulations or make any such rulings as may appear to be for the best interest of CHAMPION OF THE GRILL, and any and all amendments of the foregoing rules, regulations and conditions shall bind the Vendor.

Complaints: Failure of either party to exercise any right contained herein shall not be construed as a waiver of the exercise of such right by either party at some subsequent date. Complaints of any violation of the Contract Terms and Conditions are to be made promptly to Host and Vendors and their personnel agree to abide by the decision of the Host.

Vendor may not protest, harass or demonstrate against other exhibitors, vendors, or guests of the host. Noncompliance may result in immediate removal from the fairgrounds of the individuals and their organization, with complete forfeiture of any fees paid.

Law Applicable: The laws of the State of New Jersey shall govern this contract. Vendor agrees to abide by the rules and regulations of the Host and the State of New Jersey.

IMPORTANT NOTES FOR FOOD AND BEVERAGE VENDORS

- All vendors selling food must have a Food Handler's License.
- All vendors selling food must obtain a Fire Permit from Frankford Township. The form is available at www.frankfordtownship.com or call 973-948-7592. **Cost is \$42.00 payable to Frankford Township.**
- If you serve food to the public, you are required by NJ state law to have an approval from the local health authority prior to operating. It does not matter if the food is sold or given away. The application is available on-line @ www.sussex.nj.us. Go to form center and proceed to SCDEPHS Farmers' Market/ Temporary Retail Food Vendor Application.

Sussex County Chamber of Commerce - 120 Hampton House Rd, Newton, NJ 07860
973-579-1811 • 973-579-3031 (fax) • e-mail: mail@sussexcountycommerce.org
www.sussexcountycommerce.org

