*The Lackawanna County Fair Board, Lackawanna County Government Center, 5th Floor, 123 Wyoming Avenue, Scranton, PA 18503*

*Website:* [*www.lackawannacountyheritagefairs.com*](http://www.lackawannacountyfairs.com) *Email:* [*CountyFair@visitnepa.org*](mailto:CountyFair@visitnepa.org) *or*

*info@lackawannacountyheritagefairs.com*

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**Note: THIS IS A CONTRACT FOR EXHIBITOR/VENDING SERVICES. It contains the terms and conditions and limitations of your exhibition/vending rights at the Lackawanna County Heritage Fair. Read it carefully. Signatures are required on the 2nd, 4th, and final pages.**

# PLEASE PRINT

Name of Business: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Name of Applicant: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Mailing Address

City State Zip

Phone: Cell:

E-Mail:

Federal EIN/SSN: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ State Tax ID: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Type of Exhibit (your activities are limited by this designation):

Promotional Exhibit (Space used for the purpose of advertising, promoting, or educating.)

Exhibit Concession (Space used for the purpose of selling merchandise or service.)

Food Concession (Space used for the purpose of selling food.)

**Size of Total Space Assigned:**  *including awnings, doors, tent stakes, hitches, etc.*

Front Footage \_\_\_\_\_\_\_\_\_\_ft. Depth \_\_\_\_\_\_\_\_\_\_ft. (dimensions are exact)

**Location assigned:**

Campus (see drawing): UPPER\_\_\_\_\_ LOWER\_\_\_\_\_

Location of space assigned: INSIDE\_\_\_\_\_ OUTSIDE\_\_\_\_\_

If outside: TRAILER\_\_\_\_\_ TENT\_\_\_\_\_ OTHER\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Size: TRAILER\_\_\_\_\_ TENT\_\_\_\_\_ OTHER\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Location Identifier: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**SPACE ASSIGNED** (individual tents are not permitted on the upper campus, tented space will be supplied)**:**

**Upper Campus:** 10 X 10 (non-food) \_\_\_\_\_ $250.00 for 5 days tent provided

10 X 20 (food) \_\_\_\_\_ $500.00 for 5 days tent provided

20 X 20 (food truck) \_\_\_\_\_ $500.00 for 5 days

10 X 20 (extra food seating) \_\_\_\_\_ $250.00 for 5 days

**Lower Campus:** 10 X 10 (non-food) \_\_\_\_\_ $250.00 for 5 days

10 X 20 (food) \_\_\_\_\_ $500.00 for 5 days

10 X 20 (extra food seating) \_\_\_\_\_ $250.00 for 5 days

**Public Service:** 10 X 10 (non-food) \_\_\_\_\_ $65.00 for 1 day only

**Electric required (specify number of drops required; specify amps required in increments of 20):**

VOLTAGE: 110/120 \_\_\_\_\_ (one service drop included/space) 220/240 \_\_\_\_\_($50.00/drop)

20 AMP MINIMUM\_\_\_\_\_\_\_ 40AMP OR HIGHER\_\_\_\_\_\_\_ Food Vendor Hard Wired\_\_\_\_\_\_\_

**Water service required:** YES\_\_\_\_\_ NO\_\_\_\_\_

**Waste disposal:** YES\_\_\_\_\_ NO\_\_\_\_\_ (one 33 gal bag/day/space included; excess $25.00/week)

**Special waste disposal needs (gray water or grease disposal $10.00/day/space):**

# Product(s) you intend to exhibit or sell (your vending will be limited based upon this information):

**Terms, conditions, and limitations:**

I accept the terms, conditions, and limitations attached to this contract as Exhibit A and agree to them. I understand that violation of the terms, conditions, and limitations may result in my ejection from the fairgrounds, forfeiture of the contract price, and exclusion from future fairs or similar events.

INITIAL HERE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**YOUR A NON-REFUNDABLE DEPOSIT OF $100.00 WILL BE APPLIED TO THE BALANCE DUE. BALANCE IS DUE IN FULL NO LATER THAN MAY 1, 2019.**

Signature of Applicant Date

**EXHIBIT A: FAIR RULES AND REGULATIONS OF THE**

**LACKAWANNA COUNTY HERITAGE FAIR BOARD**

**PAPERWORK REQUIRED BEFORE THE FAIR:**

**Compliance with Laws and Required Conduct:**

Exhibitor/Vendor must abide by all local, state, & federal laws, rules and regulations at all times during the course of this agreement. Failure to comply with the terms of this agreement or any misconduct, including harassment or mistreatment by any exhibitor/vendor of the Health Department or Code Enforcement Officials, Lackawanna County Fair Board members or staff or volunteers or contractors, Montage Mountain Resort employees or contractors, Lackawanna County Sherriff’s Office Staff or Deputies, Scranton Police Department staff or officers, attendees or fellow exhibitors/vendors may result in the immediate loss of booth space and privileges at any time without refund of booth space fees.

**E-Verify Compliance:**

A. Each Exhibitor/Vendor (“Contractor”) shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) and any employment verification program established by the Commonwealth of Pennsylvania on the attached certification.

B. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.

C. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.

D. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or other applicable Program.

E. The Contractor shall not use either the E-Verify Program or other applicable Program procedures to undertake *pre-employment* screening of job applicants while this public contract for services is being performed.

F. If Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

G. Contractor shall comply with any reasonable requests by the Department of Homeland Security (the Department) made in the course of an investigation that the Department is undertaking pursuant to its lawful authority.

H. If Contractor violates this Section II of this Agreement, the Fair Board may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the Fair Board.

CONTRACTOR’S CERTIFICATION OF COMPLIANCE: As a prerequisite to entering into a contract for services with the Lackawanna County Fair Board, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under the attached contract for services and that the Contractor will participate in the E-Verify Program or Department programin order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached contract for services.

CONTRACTOR: Company\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Note: Registration for the E-Verify Program can be completed at: https://www.vis- dhs.com/employer registration. It is recommended that employers review the sample “memorandum of understanding” available at the website prior to registering.

**Exhibitors/Vendors are Independent Contractors:**

Each Exhibitor/Vendor (“Contractor”) shall undertake and perform the services of this agreement as an independent contractor and is solely responsible for obtaining and maintaining adequate Worker’s Compensation Insurance, first and third party personal injury insurance, and first and third party property damage insurance. Exhibitor/vendor acknowledges that all personnel employed by Contractor are not and shall not be employees, agents or servants in the Lackawanna County Fair Board or the Lackawanna County Fair & Recreation Authority. Pursuant to the Pennsylvania Workers’ Compensation Act, the Contractor understands that it and its employees and servants are not entitled to workers’ compensation benefits from the Lackawanna County Fair Board or the Lackawanna County Fair & Recreation Authority. The Contractor further understands that it is solely obligated for the payment of federal and state income tax on any moneys earned pursuant to this agreement.

**Contract packet:**

Exhibitor/vendor is required to submit the following materials; only complete contracts will be processed. The Lackawanna County Fair Board does not hold exhibitor/vendor spaces and will not process contracts without a deposit.

1. Completed exhibitor contract.

2. Deposit of $100.00. Make check or money order payable to Lackawanna County Fair Board. ($35.00 charge for returned checks.)

3. Photo of booth (if applicable) and complete description of items to be sold, demonstrated, etc.

4. Certificate of Insurance naming the Lackawanna County Fair Board and the Lackawanna County Fair & Recreation Authority as additional named insureds.

5. Copy of Sales/Use Tax Licenses and health certificates, if applicable.

**Exhibitor/Vendor Approval and Selection:**

Approval and selection of exhibitors/vendors will depend on product type, quality, and pricing and exhibitor history. The Lackawanna County Fair Board reserves the right to deny rental or use of any commercial or non-commercial booth/stand/tent space. In order to maintain product balance and as a means of encouraging new products, it sometimes becomes necessary to deny space requests due to a specific location and or physical requirements, space availability or late packet receipt. Selection of any contract does not imply endorsement by the Lackawanna County Fair Board of the exhibitors’/vendors’ products or services. Exhibitors/vendors will be notified of the status of their contract by mail or email.

**Exclusivity:**

The Fair Board strives to maintain a balance of exhibitors/vendors and will not grant exclusive product sales to any exhibitor/vendor.

**Booth Space Fees:**

Balance of the booth space fee amount is due no later than May 1, 2019. Failure to make full payment of the booth space fee by this date will result in booth space assigned on an “as available” basis and may result in forfeiture of booth space and any monies paid.

**Cancellation and Termination:**

In the event of cancellation fourteen (14) days prior to the Fair by the exhibitor/vendor, monies paid shall be refunded only if the Fair Board is able to resell the booth space. If the Fair Board is unable to resell the booth space, then no monies shall be refunded. Cancellations must be received no later than fourteen (14) days prior to May 29, 2019, or deposits may be forfeited. Refunds, if any, will be mailed within thirty (30) days after the conclusion of the Lackawanna County Heritage Fair. The Fair Board shall also have the right to immediately terminate this contract for cause, by providing written notice to Exhibitor/Vendor, should Exhibitor/Vendor fail to fulfill, in a timely and proper manner, its obligations, covenants or stipulations pursuant to this contract. Termination for cause results in a forfeiture of the deposit.

**Permits**:

Exhibitors/Vendors will be responsible for payment of any licensing or permit fees. Please bring copies with you prior to opening or attach them to your application. If you do not have the required valid City of Scranton Permits, your space will be re-assigned. **Novendor will be permitted to set up a location unless all permits are obtained.** City of Scranton Permits may be obtained at the offices shown below. Not-for-profits are exempt from payment but must still obtain permits. Food vendors should also provide the City of Scranton with their Pennsylvania "Food Safety Certificate" for serving.

City of Scranton Department of Health **(Food Handler's Permit - $75.00)**

340 N. Washington Avenue

Scranton, PA 18503

Contact: Mary Foley *(570) 348-4193 x4522*

City of Scranton Bureau of Permits and Licenses **(Non-food items - $75.00)**

340 N. Washington Avenue

Scranton, PA 18503

Contact: Eileen Hurchick *(570) 348-4193 x4518*

**Sales and Use Tax:**

All exhibitors/vendors are responsible for the collection and submittal of any sales/use and other taxes to the State of Pennsylvania, Lackawanna County, and the City of Scranton, as may be applicable. Additional information is available from the Pennsylvania Department of Revenue Office, the Lackawanna County Treasurer, and the City of Scranton Single Tax Office.

**Insurance:**

Food Exhibitors/Vendors are required to have a Certificate of Insurance showing a two-hundred fifty thousand dollar Comprehensive General Liability policy. The coverages must be valid during the Fair dates and submitted with the signed contract. The Lackawanna County Fair Board and the Lackawanna County Fair & Recreation Authority must be named as additional insureds.

Non-food Exhibitors/Vendors are required to have a Certificate of Insurance showing a one-hundred thousand dollar Comprehensive General Liability policy. The coverages must be valid during the Fair dates and submitted with the signed contract. The Lackawanna County Fair Board and the Lackawanna County Fair & Recreation Authority must be named as additional insureds.

**Indemnification and Release of Liability:**

Exhibitor/Vendors shall indemnify and hold the Lackawanna County Fair Board, the Lackawanna County Fair & Recreation Authority, and their respective directors, officers, employees, agents, volunteers and subsidiaries harmless from any and all claims, liabilities, or other damages of any nature whatsoever, including costs, and attorney’s fees, relating to the performance of this agreement. All exhibitors/vendors and their employees will be required to sign a release and indemnification agreement in favor of the Lackawanna County Fair Board and the Lackawanna County Fair & Recreation Authority. The Lackawanna County Fair & Recreation Authority and the Lackawanna County Fair Board are not liable for any injuries sustained by the employees or volunteers of an exhibitor/vendor.

**Force Majeure:**

Neither party shall be liable for any delay or failure to perform its obligations hereunder to the extent that such delay or failure is caused by a force or event beyond the control of such party including, without limitation, war, embargoes, strikes, governmental restrictions, riots, fires, flood earth quakes, or other acts of God.

**Changes or Alterations:**

This contract contains the entire agreement between the parties related to the rental and operation of a booth/stand/tent at the Lackawanna County Fair Board. There will be no change, alteration, variation or deviation from the terms of this contract unless the same is made in writing and signed by all parties hereto. No verbal understanding or agreement, past, present or future that is not incorporated herein shall have any binding force or effect on this agreement.

**CHECK IN AND SET UP:**

**Set Up:**

Exhibitor/Vendor check-in is on Tuesday, May 28, 2019 from 9 a.m. to 5 p.m. You must check in on Tuesday to receive your parking pass and information about the Fair. Exhibitors/vendors do not need to set up at this time, but booths will be available for set up.

Exhibitors/vendors agree to have their exhibit or display in place prior to the opening of the Fair, and fully operational by 12:00 p.m., May 29, 2019. If exhibitor/vendor has not moved in and completed set up by 12:00 p.m. opening day of the Fair, the Lackawanna County Fair Board reserves the right to resell the booth space. No monies shall be refunded for no shows.

**Location of Exhibits:**

The Lackawanna County Fair Board reserves the right to relocate or cancel any exhibit or display that it determines is not in the best interest of the Fair.

**Fair Board Access to Exhibitor/Vendor Booth/Stand/Tent Space:**

The Fair Board and its directors, officers, employees, agents, assigns or volunteers, shall have access to any Exhibitor/Vendor space/premises at all times. Exhibitor/vendor is responsible for securing personal items and the Fair Board is not responsible for lost or stolen items.

**Alterations:**

All structures work or alterations shall be inspected and approved by the Fair Management. All construction materials used shall comply with existing fire codes or regulations. All flammable materials such as bunting, drapes, etc., shall be fire proofed. All cloth over one square yard unless it is a display product, shall be fire proofed. No crepe paper is permitted**.**

**Special Carpentry:**

Any special carpentry, gas, steam water or drainage connections shall be installed at the exhibitor’s expense with prior approval of Fair Management. Exhibitor/Vendor is responsible for obtaining all necessary permits.

**Rules for Propane Tanks**:

Scranton Fire Officials will inspect for safety prior to the opening of the Fairgrounds. All tanks must be securely anchored (chained, duct taped or tie down strap allowed). Connections must be made with flexible hose. Copper tubing not allowed. Tank must be a minimum 5 to10 feet from stove or grill. Tanks must have "collars".

**Freight:**

The Lackawanna County Fair Board does not provide storage for exhibitors/vendors. Please arrange for any storage needs through local shipping companies. If exhibitor/vendor sends a package to the Lackawanna County Heritage Fair, mail and shipping deliveries will not be delivered to exhibitor. The Lackawanna County Fair Board does not assume any responsibility or liability for any packages or shipments. The Lackawanna County Heritage Fair will not accept COD packages.

**Parking Passes and Entry Permits:**

Due to limited parking in the exhibitor/vendor parking area only one (1) parking pass will be issued per booth.

The Lackawanna County Fair Board will not be responsible for admitting Exhibitor or vendors or members of their staff through the gate without a pass. Passes will not be replaced if lost or stolen.

All vehicles must be parked in either the designated vendor parking lot or the general parking lot. Vehicles parked in fire lanes, non designated vendor or general parking lots will be towed.

**Smoking:**

Smoking is not permitted in any building at the fairground, or in exhibitor/vending areas. There will be designated smoking areas for attendees.

**Security:**

The Lackawanna County Fair Board and Montage Mountain Resort will make every effort to provide adequate building and grounds security during the Lackawanna County Heritage Fair. The Fair Board, however, cannot be held responsible for any loss or damage or for injury or for any cause. Exhibitors/vendors must make provisions for the safe guarding of their displays and are urged to insure themselves properly against property loss, damage and against the liability for personal injury. Exhibitors/vendors must secure their own property.

**DURING THE FAIR:**

**Hours of Operation:**

Booth(s) must be staffed during all open operation hours of the Fair. Exhibitors with unattended booths will automatically forfeit their right to return in future years. The below hours apply to all exhibitors.

**Exhibitor/Vendor Conduct and Booth Space Appearance:**

Exhibitor/vendor shall conduct the operation of the exhibit, display or concession in a quiet and orderly manner at all times and shall keep the booth space display area neat and clean. The Fair Board reserves the right to police and stop the activity of any stand/booth/tent which, in the Fair Board's judgment, based on inspection or acting upon a complaint, is not in the best interest or intent of the Lackawanna County Heritage Fair*.* Each exhibitor/vendor will comply and cooperate with City or County officials acting in their official capacities. Exhibitor/vendor is responsible for the appearance, maintenance and attractive condition of the booth space. Exhibitor/vendor is required to keep clean at all times the 5’ space immediately surrounding the booth space. Specifically:

a. Weather. Exhibitor/vendor should make provisions to protect its display from sun, wind and inclement weather and acknowledges that there is possibility of severe wind and weather during the Fair.

b. Exhibitor/Vendor must conduct all related business within its allotted space. No products, signage, literature shall be presented outside the designated booth space. Individual tents should be made with a durable, fire resistant material; no tarps are permitted at the Lackawanna County Heritage Fair except to enclose booths during non-business hours. All tents over 10 x 10 must be approved by the Scranton Fire Department. Booths must be set up so they can be fully enclosed during inclement weather and can be secured during evening hours; they must be staked to the ground with each leg of the canopy having a minimum of 25 lb weight. Flagging must be attached to any rope/cable and the stake covered to protect fair attendees.

c. All exhibitors/vendors must remain within their designated area and will not encroach upon or move another exhibitor’s/vendor's equipment/supplies without permission of the other exhibitor/vendor. Exhibitors/Vendors soliciting outside their assigned area or causing excessive noise may be removed from the fairground and forfeit their fees.

d. Tampering with other exhibitor/vendor booths after hours, causing disruption, or being disorderly in the camping area or on the grounds after hours is prohibited.

e. Walk areas around the booth and aisles must be kept open at all times. No products can be displayed in these areas.

f. Exhibitor’s/vendor’s staff should be neat, clean and attentive to customers.

g. If an item is not related to your booth theme or does not enhance the appearance of your space or is not for sale, it does not belong in the view of the public. Cardboard boxes, storage containers, novels, and miscellaneous sundries should become part of the “backstage” area and not part of your booth decoration.

h. Exhibitor/vendor shall maintain all equipment, trailers, stands, booths, or displays in a neat and orderly fashion. Exhibitor shall keep the premises and every part in a clean and wholesome condition free of any objectionable noises, odors or nuisances.

i. Exhibitor/vendor is responsible for cleaning its own booth space area at the end of each day. Exhibitor/vendor is required to place all trash in trash receptacles. Fair Board clean-up personnel will not enter the booth space area. Exhibitor/vendor is responsible for the proper disposal of all waste products. All refuse must be secured in plastic bags before depositing in the designated trash containers.

j. Any exhibitor/vendor, or their employee(s), whose actions results in law enforcement investigation during the fair will be directed to leave the grounds at the close of business that day and will result in that exhibitor/vendor being prohibited from returning to the Fair as an Exhibitor/Vendor.

Violation of this paragraph may result in the loss of booth space and privileges. Violators may be expelled from the fairgrounds. No refund of booth rental fee will be authorized under such circumstances.

**Electrical service:**

The Lackawanna County Fair Board will supply electrical service to each booth as indicated on page 2 of this contract. In the event of an electrical outage not caused by the conduct of the Lackawanna County Fair Board, the Lackawanna County Fair Board is not liable or responsible for any damages caused by, or income lost from, such inconvenience. Food vendors requiring electricity for services should consider bringing a quiet, low emissions generator to provide back-up power for their booths. Any such generators must be approved by Fair management.

**Electrical Cords:**

a. All equipment, regardless of source of power, must comply with all national, state, and local safety codes.

b. All cords used to connect to a power source shall be three (3) wire grounded UL approved type cord of appropriate gauge.

c. Cords shall be plugged directly into approved receptacle.

d. Do not overload extension cords or use octopus fixtures.

e. Please do not repair damaged cords with tape, replace them.

f. Powered electrical cords which protrude into foot traffic areas, whether in front of or behind a display table or counter, must be covered by rubber matting or contained within commercial power cord covers.

g. The Lackawanna County Fair Board shall not be responsible for any electrical power surges or any loss of business due to outages.

**Internet access:**

Internet access will be provided to Exhibitors/Vendors requiring access for credit/debit card sales. Exhibitors/Vendors who receive access to WiFi agree not to share the username/password with other exhibitors/vendors or the public. Exhibitors/Vendors found sharing access without the permission of the Fair Board, or using it for inappropriate purposes, will have their WiFi access revoked and may be referred to law enforcement.

**Sound Devices:**

Exhibitors/vendors shall obtain permission from Fair Management for use in its exhibit or display all sound devices such as radios, speakers, stereo, and any other attention getting devices, such that said use will not interfere with any other displays or exhibit. The Fair Management reserves the right to revoke permission for the use of such sound devices at any time for cause.

**Amplified Music:**

Part of the events planned includes a free stage in the midway area. Please be advised that bands will be performing daily with amplified music on this stage.

**Servicing of tents/booths/stands:**

All service vehicles must be removed from the immediate exhibit area by 2:00 p.m. on Wednesday, May 29, 2019, and by 10:00 a.m. every other day.

**Motorized Vehicles:**

No vehicles are allowed to travel on the Fairgrounds at any time during the Lackawanna County Heritage Fair operational hours. During set up, tear down and resupply times in the morning anyone driving any type of motorized vehicle onto the fairgrounds must drive at a safe speed and must yield to pedestrian traffic. The speed limit on the fairgrounds is 5 mile per hour at all times. The use of any self or motor powered vehicle such as ATV’s (4-wheelers), bicycles, scooters, skateboards, roller blades or other skates is not permitted. Exceptions are made for the mobility impaired, carnival owners and their authorized agents, approved event staff and police/emergency personnel.

**Vehicle Display:**

Displayed vehicles and equipment having gasoline or any other flammable fuel reservoirs shall be emptied, fuel caps shall be sealed and taped, and batteries or other electrical sources shall be disconnected. Such vehicles and equipment shall be subject to inspection by the Fire Marshall at any time.

**Promotional Items:**

Promotional items may be distributed only from designated booth spaces. No food, beverage or alcoholic beverages may be given away without prior approval from the Lackawanna County Fair Board and the respective Departments of Health.

The Lackawanna County Fair Board does not have nor will it be able to provide special accommodations for refrigerated products being displayed or sold by any exhibitor/vendor.

**Sloganeering and advocacy:**

Exhibitors/vendors may not use any display which in any manner suggests or implies endorsement of political views or religious beliefs by the Lackawanna County Heritage Fair, or which generally suggests or implies discrimination on the basis of race, sex, national origin, religious beliefs, or political beliefs, including, without limitation, in connection with any campaign activity for or against a political candidate or in connection with any lobbying activity. The Lackawanna County Heritage Fair is a non-political, family-oriented entertainment and promotional event which should not be used as a platform for the personal beliefs of exhibitors, vendors, sponsors, or the Fair Board.

**Indoor Exhibits:**

No sign, partition, apparatus, equipment or furnishings may extend more than 10 feet above the floor in an exhibit space without permission of the Fair Management. No pins or tacks are permitted in drapes, walls, posts, etc. No nails or screws shall be placed into the floor.

**Aisles:**

All aisles shall be kept clean of debris. No interviews, demonstrations, distribution of literature or similar activity shall be permitted outside the exhibit space.

**Water:**

Non-potable water will be supplied by the Lackawanna County Fair Board. Exhibitors/Vendors must supply their own potable water.

**Alcoholic beverages:**

Alcoholic beverages are prohibited in exhibitor/vendor booths. Alcoholic beverages may only be sold in designated areas under the control of, and by agreement with, Montage Mountain Resort.

**Tobacco products:**

The sale of tobacco products to underage smokers is prohibited.

**Restroom facilities:**

Port-o-lavs and hand washing stations will be available on both campuses of the fairgrounds. Restrooms are located in the Ski Lodge on the lower campus. If shower facilities are needed please contact Montage Mountain Resort management at the customer service desk in the Ski Lodge.

**Sanitation, waste collection, and waste disposal:**

Refuse:Montage Mountain Resort (MMR) will provide waste removal services. Containers will be placed throughout the public areas of the fairgrounds for use by fair patrons. Do not take those containers and place them in or near your booth. Also, please do not place your waste or garbage into those containers – they are for fair patrons only.

Exhibitors/Vendors are required to bring plastic disposable bags for refuse. MMR employees and volunteers will pick up your refuse from outside your tent/booth when needed and at the end of the fair each evening! You are required to sweep out your area so that the property can be properly cleaned. Use common sense when putting out your refuse...try not to make the bags too heavy to lift and be careful of spillage due to food waste, etc. By the Order of the City of Scranton Health Inspector, a garbage containerwith a lid isrequired in each stand for vendors serving food.

Oil and other cooking liquids:DO NOT THROW OILS DOWN SEWER DRAINS OR ANYWHERE! Oily messes will not be tolerated! Please bring containers with lids to dispose of oil and leave them behind your tent/booth for pick-up or take back to your place of business. Waste "gray water” must be disposed of in the same manner as oils.

Other: If you use grills, stoves or beverage machines, you are required to protect the area from spillage. We recommend that industrial carpets, cardboard, plywood, or rubber mats be used for protection. Kitty Litter is also a good resource for spills. Contact Fair maintenance immediately if you spill something and need help cleaning up.

Please keep the area in front of your stand/booth/tent and in the vicinity free from litter. Remember, fair patrons will feel more comfortable purchasing from a clean stand!

**Fire safety:**

A 10 lb. (ABC multi-purpose) Fire Extinguisher must be on hand in each stand. However, if you are producing grease laden vapors(i.e., oil, butter, fat, etc.) then a 10 lb. (Class K) extinguisher is required!

**Food safety:**

All food is subject to inspection and must be properly refrigerated and handled following separate instructions from the City of Scranton Health Inspector. Vendors should display their PERMIT and wear badge provided by the City Permit Department. **REMINDER:** Only two sided sneeze guards are allowed! It must consist of one side in the front of the stand facing the patrons and one side across the top! Anyone with only one side will NOT be allowed to open by order of the City of Scranton Health Inspector.

**Law enforcement:**

Law enforcement may be consulted to enforce regulations at our request or to remove individuals from the fairgrounds when deemed appropriate. Violating the guidelines as contained herein will be grounds for revocation of your contract for the remainder of the Lackawanna County Heritage Fair and you will be escorted from the fairgrounds by law enforcement.

**Lost and Found:**

Lost and found is located at the Management Office/Guest Services counter in the Ski Lodge on the lower campus of the fairgrounds.

**AFTER THE FAIR:**

**Tear Down:**

All indoor booth spaces and all outdoor booth/stand/tent spaces must remain intact and operational until 10:00 p.m. on Sunday, June 2, 2019. Early teardown will result in denial of future participation in the Lackawanna County Heritage Fair.

Exhibitors and Vendors located in outdoor areas of the upper and lower campuses are not permitted to drive vehicles into the midway or pedestrian pathways prior to 11:00 p.m. on Sunday, June 2, 2019 due to the anticipated heavy flow of patrons exiting the fairgrounds. Only pedestrian foot traffic will be permitted until 11:00 p.m. on Sunday, June 2, 2019.

**Waste removal:**

Exhibitors/vendors are responsible for removal of structural waste after the fair has closed. Refuse, oils and similar liquids, gray water, etc., will be removed as outlined under the heading “DURING THE FAIR”, above.

**Fairgrounds closed:**

The fairgrounds will close at 8:00 p.m. on Monday, June 3, 2019. Any exhibitors/vendors who have not vacated the fairgrounds by that time must make appropriate arrangements with the management of Montage Mountain Resort to obtain access to that property to complete removal of displays, inventory, etc.

**I HAVE READ AND AGREE TO THE RULES AND REGULATIONS SET FORTH IN THIS AGREEMENT.**

**Exhibitor/Vendor Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**