

Pass # _____

Berkeley County Youth Fair Commercial Exhibitors/Vendors

AGREEMENT AND RULES: All Commercial Exhibitors at the Berkeley County Youth Fair (BCYF) held at the Berkeley County Youth Fair Grounds the week of August 5-12, 2017. **ALL EXHIBITS ARE TO BE MAINTAINED UNTIL 10:00PM SATURDAY NIGHT. THE FAIR WILL CLOSE SATURDAY NIGHT AT 11PM.**

I/We _____, agree to exhibit at the Berkeley County youth Fair in 2017 and request the following space(s). Indicate below the type of space, how many spaces and total cost.

_____ Inside Exhibit Space(s) 10X10 @ \$250.00 per space **TOTAL AMOUNT \$** _____

_____ Small Outdoor Space(s) 10x10 @ \$125.00 per space **TOTAL AMOUNT \$** _____

_____ Large Outdoor Space(s) 25X25 @ \$250.00 per space **TOTAL AMOUNT \$** _____

* (Discount prices if postmarked by May 15, 2017 inside & large outdoor \$225.00; small outdoor \$112.50)

_____ Number of ADVANCE TICKETS @ 7 for \$30.00 **TOTAL AMOUNT \$** _____

**Vendors will receive fourteen (14) daily passes to the youth fair. You may purchase advance tickets above or at the main office during fair week. No additional free passes will be given out.

MAKE CHECKS PAYABLE TO BERKELEY COUNTY YOUTH FAIR, INC

Remit Application and Payment to:

Berkeley County Youth Fair
c/o Commercial Exhibits
P.O. Box 1302
Martinsburg, WV 25402

Contact: Shelley Brock
Phone: 304-261-7871
Email: vendors@berkeleycountyyouthfair.org

BUSINESS NAME: _____

NAME: _____

EMAIL ADDRESS: _____

MAILING ADDRESS: _____

CITY/STATE/ZIP: _____

TELEPHONE NUMBER: _____

Description of merchandise to be sold: _____

Completing this form also states that all BCYF rules shown on page 2 of this contract apply, have been read and understood by the exhibitor/vendor and staff members.

RULES FOR THE COMMERCIAL EXHIBIT AREA:

1. BCYF is **NOT RESPONSIBLE FOR ACCIDENTS, LOST, DAMAGED OR STOLEN ITEMS.**
2. The Commercial Exhibit Building will open daily at 5pm each day and close at 11pm each night. Commercial exhibits will be received on Saturday August 5, 2017 between 1pm-4pm. Please note all exhibits should be setup by 5pm on Saturday. The commercial exhibits WILL be opening to the public on Saturday at 5pm.
3. Exhibitor/Vendor will receive a packet on Saturday which will include 1 parking pass and 14 daily passes. (Note: admission fees will be collected from anyone not having a daily pass or advance ticket at the admissions gate). No additional tickets will be given out during the week of the fair for any reason. You may also purchase advance tickets during registration on Saturday or at the main office during fair week.
4. Exhibits can be removed on Saturday night after 10pm or on Sunday between 10am-12 (noon). After 10am Sunday morning the BCYF will not be responsible for keeping the building locked.
5. No refunds will be given within 45 days of the opening day of the fair.
6. The Exhibitor/Vendor is responsible for the housekeeping in their area. Please be considerate of other exhibitors. **You should stack all chairs in the common areas before leaving on Saturday or Sunday.**
7. The exhibitor/vendor can sell and take orders for their product at the fair. The exhibitor/vendor is responsible for collecting and remitting WV sales tax and must have a current WV Business License. **Please send a copy of WV Business License along with this contract.**
8. Exhibitor/vendor shall sell/distribute, etc. within their space only. No items can be displayed or demonstrated outside the said space without prior approval from BCYF.
9. BCYF does not have a non-compete ruling for exhibitors/vendors.
10. Exhibitor/vendors that are considered **'renting for entertainment purposes'** are subject to an additional 15% commission of the total gross receipts for all weeks operations. Final settlement is to be made on the last day of operations of the fair. The exhibitor/vendor agrees that BCYF may, from time to time, inspect, audit or otherwise check the operation of the vendors business on site, including cash receipts, for purposes of determining the accuracy of all cash reporting or gross receipts reporting required under the terms of this agreement. BCYF will make determination if the exhibitor/vendor is 'renting for entertainment purposes'.
11. Lights and electricity are available on a first come first serve basis. The exhibitor/vendor is responsible for any electric cords and tables needed. **Tables will be available to rent at \$25.00 per table.**
12. BCYF reserves all rights to review your exhibit area and request that inappropriate items be removed. No Laser Pointers, Knives, Throwing Stars, Nunchakus, Fireworks, Firecrackers, Snappers, Silly String, Guns, Ammunition or any other offensive products are to be sold on the fairgrounds. Any vendor violating the BCYF rules will be asked to leave immediately! **NO REFUNDS** will be given if asked to leave.
13. You are permitted to do door prizes and winners may be announced over the Fair's loudspeaker thru-out the week by delivering the information to the fair office.

Thank you for your interest and support to the Berkeley County Youth Fair