

**BERKELEY COUNTY YOUTH FAIR, INC.,
AUGUST 3-AUGUST 10, 2024
COMMERCIAL EXHIBITORS/VENDORS APPLICATION**

_____ Inside Exhibit Space(s) 10X10 @ \$200.00 per space **TOTAL AMOUNT \$ _____**

_____ Small Outdoor Space(s) 10x10 @ \$150.00 per space **TOTAL AMOUNT \$ _____**

_____ Large Outdoor Space(s) 25X25 @ \$300.00 per space **TOTAL AMOUNT \$ _____**

IF YOU ARE BRINGING A MOBILE UNIT, PLEASE PROVIDE THE WIDTH, LENGTH, AND DETAILS:

* (Discount prices if postmarked by May 15, 2024, inside \$175.00, large outdoor \$250.00; small outdoor \$125.00)

_____ Electric Needed (check if needed) _____ Number of Rental Tables (\$10.00 Each)

_____ Number of ADVANCE TICKETS @ 7 for \$42.00 **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.**

APPLICANT'S BUSINESS NAME: _____

CONTACT NAME: _____

MAILING ADDRESS: _____

CITY/STATE/ZIP: _____

EMAIL ADDRESS: _____

PREFERRED TELEPHONE NUMBER: _____

PREFERRED METHOD OF COMMUNICATION (PLEASE CIRCLE) E-MAIL PHONE TEXT

DESCRIPTION OF MERCHANDISE TO BE SOLD: _____

MAKE CHECKS PAYABLE TO BERKELEY COUNTY YOUTH FAIR, INC.

Remit Application and Payment to:
Berkeley County Youth Fair, Inc.
c/o Commercial Exhibits
P.O. Box 1302
Martinsburg, WV 25402

Email: vendors@berkeleycountyouthfair.org
Phone: 304-582-1931
Contact: **Vickie Knight**

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

(office use) Parking # _____ Passes # _____ WV License

RULES FOR THE COMMERCIAL EXHIBIT AREA:

1. BCYF is **NOT RESPONSIBLE FOR ACCIDENTS, LOST, DAMAGED OR STOLEN ITEMS.**
2. **The Commercial Exhibit Building will be open daily at 5:00 PM and the building closes at 11:00 PM each night. Commercial exhibits will be received on Friday, August 2, 2024, from 2:00 PM to 5:00 PM and Saturday, August 3, 2024, between 1:00 PM-4:00 PM. Please note all exhibits should be set and vehicles must be moved to designated parking areas no later than 4:00 PM on Saturday.** Exhibitor/Vendor will receive a packet at set up 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.
3. Exhibits can be removed on Saturday, August 10, 2024, after 10:00 PM or Sunday, August 11, 2024, between 10 AM-12 (noon). After noon Sunday, the BCYF will not be responsible for keeping the area secured.
4. No refunds will be given within **30** days of the opening day of the fair.
5. 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.**
6. 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 the WV Business License along with this contract. Inspectors will be making visits throughout the week to confirm licensing.**
7. 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.
8. BCYF does not have a non-compete ruling for exhibitors/vendors.
9. Exhibitors/vendors that are considered **'renting for entertainment purposes'** are subject to an additional 15% commission of the total gross receipts for the week's operations. The 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 vendor's 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 determine if the exhibitor/vendor is 'renting for entertainment purposes.
10. 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.**
11. 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, Drug Paraphernalia including clothing items that represent illegal drugs, Stink bombs, Silly String, Guns, Ammunition, Pornography, or any other items unsuitable for a family atmosphere, 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.
12. You are permitted to do door prizes and winners may be announced over the Fair's loudspeaker throughout the week by delivering the information to the fair office.
13. Certificate of Liability Insurance shall be in place by 8 a.m. the first Saturday; after that date and time, the fair reserves the right to fill the unoccupied space. • Licensee(s) shall have insurance on their exhibits and supply the same at their own expense. Licensees will provide a Certificate of Liability Insurance for no less than \$500,000.00 per occurrence and list as additional insured The Berkeley County Youth Fair, Inc. The BCYF shall not be held responsible for any injury that may arise to licensees, their employees, guests, invitees, or agents for the loss of, or damage to any material from any cause whatsoever. **Please send a copy of the Certificate before July 15.**

Thank you for your interest in and support of the Berkeley County Youth Fair, Inc.

Vendor:

Berkeley County Youth Fair, Inc.

By: _____

By: _____

Signature: _____

Signature: _____

Date: _____

Date: _____