



Noble County Community Fair Corporation
580 Fair St. Kendallville, IN 46755

Morning Only Contract for Lease of
Outside Vendor Space

2024 Fair: July 12th-20th, 2024

The Noble County Community Fair Corporation has hereby, on the above dates leased to:

Contact Name: _____ Business Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Email: _____ Phone: _____

Rates:

- **Morning only; 6:00am – 12:00pm:** \$100.00 flat rate fee; plus 10% of the weekly gross income

For individual and exclusive use, space described as _____

Front footage needed: _____

Payment and certificate of insurance must accompany this signed contract.

Make checks payable to: **NCCFC**

Mail to: **Tim Gaby, 6549 N 100 E, Wawaka, IN 46794**

For Questions or Concerns call Tim Gaby at (260) 239-1992 or email thgfarm@gmail.com

NCCFC Rep Print

Signature:

Date:

Lessee Print:

Signature:

Date:

For schedule of events go to: <https://noblecountycommunityfair.weebly.com/fairactivities.html>

Rules and Regulations on page 2!

Rules:

1. Flat rate fee must be paid with application
2. The 10% of gross income must be paid at the conclusion of the Fair, if not paid by August 1st, the lessee will forfeit their location for future fairs.
3. A daily total of gross income will be kept and delivered to the NCCFC with the payment, and if requested during the fair, shown to a vendor committee member.
4. **Food vendors are required to have a Noble County Health Department Retail Food Permit.** Attached is a Retail Food Permit. If you have any questions, please contact Health Department at 260-636-2191. Permit must be secured 2 weeks in advance, or a late fee will be assessed by the Health Department.
5. No subletting is permitted without the written approval of the NCCFC.
6. The display of all signs, pictures, the distribution of all advertising matter and literature of any character, the installation of all decorations and the alteration of the appearance of the space herein leased shall be at all times, subject to the supervision and ultimate control of the NCCFC.
7. All selling must be conducted inside Lessee's space. Lessee's salesperson and other employee's must not block midway or walkways or solicit from any other place than the space rented by them. The use of loudspeakers or other amplified equipment shall be subject to control by the NCCFC.
8. In the event of a mistake in space contracted for, the NCCFC reserves the right to make a change in space as they deem necessary.
9. All exhibits must be open no later than 7:00am and remain open until 11:00 am daily. Vendors must have the NCCFC approval to close before 11:00 am. Morning vendors must be closed by noon daily.
10. No exhibit shall be dismantled or removed until the closing date of the Fair, without prior consent by NCCFC.
11. Weekly camping fees will be \$200.00 per camper hookup.
12. All electrical hookups or installations shall be acceptable to the NCCFC electrician(s). The NCCFC electrician must approve electrical load and any additional wiring cost will be charged as determined by him/her.
13. Lessee agrees that all exhibits, displays, materials, products, and sales shall be consistent with the advancement of the purpose of the Fair and if not, removed, and subject to settlement at the exclusive determination of the NCCFC.
14. The NCCFC assumes no liability for loss to property of by reason of any claim for personal injury. The lessee herein releases and discharges the NCCFC and its board, its component members, and their successors from liability of any character and agrees to indemnify and parties from any and all liability by reason of property and/or persons, including death, which may occur within or upon the premises herein described in any manner connected with use thereof by lessee.
15. **Certificate of insurance** for liability and property damage in a minimum amount of \$500,000 acceptable to the NCCFC MUST ACCOMPANY THIS CONTRACT.
16. NCCFC and Noble County Community Fair Corporation are the same.
17. NCCFC reserves the right to not duplicate food items being sold.
18. The lessee hereby agrees to strict compliance with I.C 22-9-1-10 (Sec. 10 of the Indiana Civil Rights Act) and further agrees that failure to comply with said law will constitute a material breach of this contract and that any liability for violation by you, your agents, employees, subcontractors, their agents and/or employees, shall be answered for you. Further, in compliance with I.C 22-9-1-2, all goods, service, and/or facilities are to be provided without regard to race, religion, color, sex, national origin or ancestry, and failure to comply with this requirement constitutes an assumption of any and all liabilities for failure to comply by yourself, your agents, employees, subcontractors, their agents and/or employees. The undersigned hereby agrees to each, and every provision set forth in the above contract for lease of space.
19. Attorney Fee- It is further understood and agreed by and between the parties hereto that in the event that either lesser to lessee shall default in any of the covenants by them to herein kept, then in that event, the defaulting party shall be liable to the non-defaulting party for all court costs, including attorney's fees expanded to enforce the terms of this agreement by the non-defaulting party for all court costs, including attorney's fees expanded to enforce the terms of this agreement by the non-defaulting party.
20. **The rental fee of \$100.00, along with a certificate of insurance, must accompany this signed contract. Mail to: Tim Gaby, 6549 N 100 E, Wawaka, IN 46794. All checks made payable to NCCFC. For more information, contact Tim Gaby – Cell Phone (260) 239-1992 or Email: thgfarm@gmail.com**