

The **NEW**  
**Caroline Spring Festival**  
(formerly Ladysmith Day)

Saturday, May 4, 2019 11:00 a.m. – 5:00 p.m.

Food Vendor Application & Agreement

For Profit Vendor Fee: \$150

Non-Profit Vendor Fee: \$75

Application Deadline: April 26, 2019

*All applications are subject to approval. Space is limited. Fees are non-refundable.*

This Agreement made and entered into this day (date) \_\_\_\_\_, by and between the Caroline County Agricultural Fair Association (Lessor) and the Company/Organization (Lessee) named below.

*Please print clearly*

Name of Company/Organization: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Address: \_\_\_\_\_

1. In consideration of the agreement of the Lessee to pay rent as hereinafter provided, Lessor hereby leases to Lessee space during the Caroline Spring Festival. Spaces will be assigned by the Lessor with due regard to priority request, overall location, and Lessee requirements. Space is on the grass.
2. Lessee agrees to pay the fee of  \$150 (for profit organization) or  \$75 (501[c](3) organization; proof required). Electrical hook-up [220V] fee is an additional \$25. Electrical hook-up requires Lessee to provide UL listed extension cords.
3. Complete payment shall accompany this agreement by Lessee and no refunds will be made after this lease is accepted by the Caroline County Agricultural Fair Association. Check is to be made payable to the Caroline County Agricultural Fair Association.
4. Lessee understands that they are limited to their assigned space and are prohibited from walking around the fairgrounds distributing information and/or products.
5. Lessee understands the Caroline Spring Festival is a rain or shine event; therefore, no refunds will be given due to weather.
6. Lessee understands that the Lessor does not provide any tent coverage, tables, chairs, water hoses or extension cords. Trash facilities will be available and there is a central location for water.
7. Lessee understands that they are responsible for the proper *OFF SITE* disposal of gray water, cooking oils, etc. The Lessor does not provide for disposal of these substances. Ongoing compliance will be

monitored by Fair Representatives. Non-compliance by the Lessee may result in immediate dismissal from the event.

8. Lessor herein carries *NO insurance on the Lessee's property and shall not be liable for any loss or damage from any cause to Lessee's property or for any damage caused to the designated area or the Lessee's customers.*
9. Lessee will submit a Certificate of Liability Insurance with this application. The Certificate must include the following language: "Additional Insured: Caroline County Agricultural Fair Association and the Tate Family Trust."
10. The Lessee agrees to sign the Hold Harmless Agreement included with this application.
11. Lessee agrees to obtain the necessary health permit to sell food to the public. Health Department telephone number is 540-899-4796.
12. Lessee agrees to provide a copy of a current Caroline County Vendor License as required by the Caroline County Commissioner of Revenue. \*[Promoters, vendors and exhibitors at special events in Caroline County are required to have a Caroline County Vendor License. If all proceeds for the day(s) are going to a Charitable Organization you may be exempt. Please call 804-633-1086 or email [commissioner@co.caroline.va.us](mailto:commissioner@co.caroline.va.us) for information and/or an application for a Caroline County Vendor License and information concerning Virginia Sales Tax.].
13. The Lessee understands that setup begins at 8:00 a.m. the day of the event; tear down is not until 5:00 p.m. Lessee agrees to remain open for the duration of the event.
14. The Lessee understands that during public event hours, no vehicles are allowed to be driven on or off of the grounds. Public event hours are from 10:30 a.m. – 5 p.m. on the day of the event.
15. Lessee agrees to post the price of each menu item prominently during the event.
16. Lessee understands that they will receive a confirmation notice.
17. The Lessor reserves the right to cancel this agreement at any time. If space is unavailable or the payment is received after the deadline, the payment will be refunded.
18. Please list the types of food and/or beverages that will be offered for sale:

\_\_\_\_\_

\_\_\_\_\_

19. Electrical hookup (220V) will be needed:     Yes     No

\_\_\_\_\_  
Signature of Authorized Representative (Lessee)

\_\_\_\_\_  
Date

Please return this agreement and other required documents, along with your payment, to the Caroline County Agricultural Fair Association, Caroline Spring Festival, P.O. Box 1207, Ruther Glen, VA, 22546. For more information, please call 804-370-4551.

Caroline Spring Festival  
Indemnity (Hold Harmless) Agreement

The Lessee will indemnify and save harmless the Caroline Spring Festival Committee, the Caroline County Agricultural Fair Association, and the Tate Family Trust from and against any and all claims, damages, actions, judgments, decrees, penalties and/or personal injury, and/or damaged or lost property arising out of or from the use of the premises or any part thereof, or any other part of the Caroline County Agricultural Fair property, whether occasioned wholly or in part by any act or omission, or negligence, or any reason whatsoever of the Lessee, its sub-exhibitor, employees, promoters, agents, invitees, contractors, etc. The Lessee also agrees to hold the Caroline Spring Festival Committee, the Caroline County Agricultural Fair Association, and the Tate Family Trust harmless and not responsible whatsoever for loss, theft, burglary, robbery, damage, fire, etc. to any and all possessions, personal property, property of any kind, including but not limited to equipment, supplies, prizes, merchandise, exhibits, etc. of the Lessee or any of its sub-exhibitors, employees, promoters, agents, guests, invitees, contractors, etc.

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Signature of Authorized Representative (Lessee)

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Date

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Please Print Name & Address