WARREN COUNTY FARMERS' FAIR ASSOCIATION, INC.

Cooperating Organizations: Warren County Board of Agriculture and Warren Pomona Grange #10

TERMS AND CONDITIONS OF CONTRACT

1. The concessionaire, at his own cost and expense, shall procure and maintain insurance as follows: (1) Workers Compensation Insurance coverage for the State of New Jersey if required under New Jersey or any other State's statutes. (2) General Liability Insurance for Bodily Injury, Property Damage and Personal Injury Liability in the amount of no less than $500,000 per occurrence combined single limit. General Liability policy shall include the following coverage: premises/operations; completed operations & products liability; independent contractors, contractual liability; and broad form property damage. A certificate of insurance will be provided showing Warren County Farmers' Fair Association, Inc. as certificate holder.
   NOTE: Insurance Certificates shall be received by July 1st. Certificates are to be mailed or faxed directly to our insurance agent as follows: G.S. Newborn & Associates, Inc., PO Box 2507, Flemington, NJ 08822. Phone (908-788-9080) Fax (908-788-9371).

2. The concessionaire shall indemnify and hold harmless the Warren County Farmers' Fair, it's Directors and employees, against all loss, cost and damages on account of injury to persons or property occurring in the performance of this agreement, together with any and all attorney's fees incurred by the Warren County Farmers' Fair, it's Directors and employees, and account thereof.

3. Concessionaires and exhibitors must keep their locations in a neat and sanitary condition. Personnel shall be neat and presentable. The Warren County Farmers' Fair, it's Directors and employees, has the right to have removed any offensive literature or articles. Concession stands provided by the concessionaire must be neat and professional in appearance, (not of "makeshift" variety). The Warren County Farmers' Fair, it's Directors and employees reserve the right of approval.

4. No advertising signs other than those pertaining to the particular concession for which space is used shall be displayed on any stand or booth and signs thus permitted shall be placed so as not to interfere or obstruct the view to or from other booths. No public address systems permitted.

5. All requests for space must be made on forms furnished by the Warren County Farmers' Fair, it's Directors and employees. The right to reject any and all requests is reserved. If the Warren County Farmers' Fair, it's Directors and employees cancels its Fair or Exhibit or does not sponsor a Fair or Exhibit for any reason whatsoever, the money paid on this contract shall be returned and the Warren County Farmers' Fair, it's Directors and employees shall not be obligated to sponsor any Fair or Exhibit, not shall it be liable to the exhibitors or concessionaires in any manner whatsoever.

6. All buildings to be occupied and fixtures of any types attached to such buildings, are the sole property of the Warren County Farmers' Fair, it's Directors and employees, and any improvements and/or additions made by the concessionaire to the building and/or fixtures, may not be removed upon the expiration of the agreement, but shall become the sole property of the Warren County Farmers' Fair, it's Directors and employees.

7. The concessionaire and its successors shall not assign or underlet this agreement or any part thereof or make any alterations to the buildings and/or fixtures without the Warren County Farmers' Fair, its Directors and employee's written consent.

8. The payment of any and all sales taxes imposed by Federal, State and/or local governments upon the operation of the concession, and the keeping of the records therefore, shall be sole responsibility of the concessionaire.

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9. All foods and beverages shall be purchased, stored, displayed and sold in strict compliance with the regulations of the State, County and local Board of Health. **Please contact the Warren County Health Department for a temporary food establishment permit application. They can be reached at 908-475-7960 or e-mail of cschwar@co.warren.nj.us.**

10. There shall be no gambling nor holding lotteries of any type by the concessionaire, and in the event the concessionaire deviates from this regulation, then the concessionaire shall indemnify and hold harmless the Warren County Farmers' Fair, it's Directors and employees for any and all damaged incurred by the Warren County Farmers' Fair, it's Directors and employees by reason of such deviation.

11. The Warren County Farmers' Fair, it's Directors and employees shall have no liability whatsoever for any loss resulting to the concessionaire, directly and indirectly, from strikes, labor disturbances, fire, defaults of supplies, repairs made by the Warren County Farmers' Fair, it's Directors and employees and its agents on the premises, weather, and other uncontrollable events, and there shall be no rebate or refund of the rental fee herein because of such loss.

12. Failure of either party to exercise any right contained herein shall not be construed as a waiver of the exercise of such right by either party at some subsequent date.

13. No dogs shall be allowed at large on the grounds**.** You must clean up after your dog on all public areas of the fairgrounds.