



FOOD VENDOR CONTRACT

Sussex County Day
Sunday, September 19, 2021
Sussex County Fairgrounds
12:00 - 5 PM

VENDOR INFORMATION

Your Name: _____

Company Name: _____

Address: _____ City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

Name of person responsible for exhibit setup and how to reach in the event setup has not begun by 11:00 am.

Name: _____

Cell : _____

FOOD VENDOR EXHIBIT SPACE SIZES AND PRICING

_____ 10' x 10' Vendor Space \$150

_____ Oversized Vendor Space (Maximum Space 10' X 20')* \$225

_____ Electric - a **limited number** of standard and 220 V outlets are available N/C
(Early contract submission is suggested if requesting electric)

If you do not need electric, will you be bringing a generator? _____

If bringing a generator, please note that your space will be located in an area to mitigate noise. Quiet generators with ratings of 59 decibels or less are preferred.

*Need more space? Contact the Chamber at 973-579-1811 for pricing.

Products/Services Description: Please provide a brief description of the food products to be sold/ displayed in your exhibit area. Attach menu if necessary: _____

Total Amount Enclosed: \$ _____

PLEASE NOTE the following important information:

- Must have a Frankford Township food vendor permit - temporary (www.frankfordtownship.org).
- Must have a Frankford Township fire safety permit for an open flame and /or outside vendors with a tent larger than 900 sq. ft. and have more than a 30 foot side (www.frankfordtownship.org).
- Must apply to Sussex County Department of Environmental & Public Health Services (www.sussex.nj.us). Look for the **Application Farmers' Market /Temporary Event Food Vendor**.
- Must have a food handler certification and post menu pricing at the event.
- No organization other than the Sussex County Chamber will be permitted to sell water or hot dogs.
- PEPSI is the official soft drink sponsor at the Sussex County Fairgrounds. All vendor soft drinks and beverages must be Pepsi products.
- Vendor is responsible to provide all equipment including any necessary tables, chairs, tents, or other cover, etc. Tents must be anchored/staked down.

Please see attached for more information regarding the requirements from the County of Sussex and the Township of Frankford.

Please return contract with payment to Sussex County Chamber of Commerce, 120 Hampton House Road, Newton, NJ 07860. Space assignments made when payment in full is received. Questions? Email mail@sussexcountychamber.org or call 973-579-1811. The Chamber reserves the right to assign all space and relocate displays when appropriate and in the best interest of the event. I hereby certify that I am authorized to act on behalf of the forenamed company and I agree to abide by all Sussex County Day Rules and Regulations, as described in the RULES AND REGULATIONS section of this contract.

Signature: _____ Date: _____

Please retain a copy of this contract (front and back) for your records as it contains the Setup and Breakdown information on reverse side.

RULES & REGULATIONS for Sussex County Day 2021

Sussex County Chamber of Commerce

The Sussex County Chamber of Commerce, hereinafter referred to as "Host", hosts Sussex County Day. The Host acts as the agent to provide trade show management services. These contract terms have been established for the mutual benefit and protection of exhibitors, attendees, and the Host. These rules and regulations are made a part of the Registration and Contract for Exhibit Space.

Character of Exhibits: Host may rent space for any exhibit of interest to business and industry or of educational value. The general rule of the exhibit floor is "be a good neighbor." All exhibits must be constructed, designed and operated in good taste and in accordance with the best interest of **Sussex County Day**, which the Host, in its sole discretion, shall have the right to decide. All publicity, sales and promotional activities conducted by the Exhibitor must be confined to this space. Use of public address systems (without Host approval), extra signage outside of the exhibit space (without payment for an additional exhibit space), and carnival tactics are forbidden. Distribution of any souvenirs, printed matter or other articles by the exhibitor shall be restricted to the space occupied by the exhibit unless expressly permitted by the Host. The Host, in its sole discretion, may prohibit any activity whatsoever it determines to be detrimental and not in the best interest of **Sussex County Day**.

Electric Power: Very limited electric is available on a first come, first serve basis. Early submission of the contract is recommended if electric is requested. Please note on your application if you will be bringing a generator (you must bring your own generator).

Refund Policy: THERE IS A STRICT "NO REFUND" POLICY FOR THIS EVENT. Once a registration has been received, payment is expected. If you register for this event but cannot participate for some reason, payment in full is still expected. No refunds or credits will be issued.

Cancellation of Contract: There is a NO CANCELLATION policy for this event. The Host may terminate this contract without notice, withhold from the exhibitor possession of the exhibit space and retain all space rental fees if (a) the Exhibitor fails to pay all space rental charges by Friday, September 3, 2021 or (b) the exhibitor fails to perform any material terms or conditions of the contract or (c) the Exhibitor refuses to abide by these Rules and Regulations.

Failure to Hold Sussex County Day : In the event **Sussex County Day** is cancelled because of reasons beyond the control of the Host, space rental fees already paid will be returned to Exhibitors on a pro rata basis, after all **Sussex County Day** expenses incurred by the Host through the date of cancellation have been met plus an administrative fee and overhead charges. However, Exhibitors will not be reimbursed if **Sussex County Day** is cancelled, postponed, or abandoned due to an act of war, insurrection, radioactive contamination, seepage, pollution and contamination.

Force Majeure: In the event any part of the exhibit area thereof is unavailable, whether for the entire event, or a portion of the event, as a result of fire, flood, tempest, or any other such cause or as a result of governmental intervention, malicious damage, acts of war, strike, lockout, labor dispute, riot or any other cause of agency over which the Host has no control, or should Host decide that because of any such cause it is necessary to cancel, postpone, or re-site **Sussex County Day**, or reduce the installation time, exhibit time, or move-out time, the Host shall not be liable to indemnify or reimburse the Exhibitor in respect of any damage or loss, direct or indirect, arising as a result thereof.

Relocation of Exhibits: The Host may alter the location of exhibit spaces, at its sole discretion in the best interest of **Sussex County Day**.

Subletting of Exhibit Space: Exhibitors may not assign, sublet or share exhibit space with another business or firm unless approval has been obtained in writing from the Host. Exhibitors must show goods or services manufactured or dealt in by them in the regular course of business. Should an article of non-exhibiting firm be required for operation or demonstration in an exhibitor's display, identification of such article shall be limited to the usual and regular nameplates, imprint or trademark under which same is sold in the general course of business.

Insurance and Liability: All vendors and exhibitors must supply a Certificate of Insurance to the Sussex County Chamber of Commerce. Vendors and exhibitors will obtain and maintain, at their own cost and expense, general public liability insurance insuring both itself and the Host and its officers, employees, volunteers, and agents against any and all liability or claims of liability arising out of, occasioned by or resulting from an incident or otherwise in connection with the operations to be carried out pursuant to the Contract to which this Rider is attached. The insurance will provide for coverage of not less than \$250,000 for injuries to any one person, and \$500,000 for injuries in any one accident or occurrence, and \$100,000 for loss or damage to property. Should a combined single limit of liability be provided for both bodily injury and property damage, the required limit will be \$1,000,000. The policy of insurance shall be of a company or companies authorized to do business in this State and shall name the Host and its officers, employees, volunteers and agents as "Additional Insured." An original Certificate of Insurance evidencing the foregoing must be provided as to adequacy of protection of the Host. All property of the Vendor is understood to remain under its custody and control in transit to and from or within the confines of the exhibit area. The Host and Sussex County Fairgrounds do not maintain insurance covering Exhibitor's and Vendor's property.

Damage to Property: The exhibitor is liable for any damage to grounds or landscaping or to other exhibitor's property. The exhibitor may not mar, tack, make holes, and apply paint, lacquer, adhesives or other coating to standard booth equipment.

Setting Up of Exhibits: Exhibits must be set up between 8:00 am & 11:00 am Sunday, September 19, 2021. All exhibits must be completed and in place by 11:00 a.m. sharp. Set up goes very smoothly when participants ARRIVE ON TIME! Please be prompt. Exhibits will be open to the public on Sunday from 12 - 5 p.m. Displays must be in the process of being set up by 10:30 am on Sunday, September 19, 2021. After that time, any unattended exhibit space with no visible sign of installation may be reassigned and no refund will be made to the exhibitor.

Tents: All tents must be sturdy and anchored down. All tents must be removed at the end of the event on September 19, 2021.

Signs, Decorations, Plants, Etc.: All exhibit decorations must be fireproof.

Care of Exhibits: Exhibitors must keep booth neat and trash-free as to not endanger the public or inconvenience other exhibitors.

Exhibitor Parking: All exhibitors **must** park vehicles in the designated exhibitor area as the main parking lot is for the general public .

Dismantling: Exhibitor's displays shall not be dismantled or packed in preparation for removal before the official closing time of 5 pm, Sunday, September 19 2021. **Every exhibit must be fully staffed and operational during the entire event.** The dismantling of displays begins at 5 pm, Sunday, September 19 2021 and continues through 6:00 p.m. At that time, all exhibitor displays or materials left in the exhibit space without instructions will be packed and shipped at the discretion of the Host and all charges, time and labor, will be applied to the exhibitor.

Amendments: These regulations and rules have been drawn up with the intention of providing a well-regulated and successful event. The Host shall have full power to interpret the rules/regulations or make any such rulings deemed to be in the best interest of **Sussex County Day**, and any and all amendments of the foregoing rules, regulations and conditions shall bind the exhibitor.

Complaints: Complaints of any violation of the Contract Terms and Conditions or exhibit construction guidelines are to be made promptly to Host and exhibitors and their personnel agree to abide by the decision of the Host.

Law Applicable: The laws of the State of New Jersey shall govern this contract. Exhibitor agrees to abide by the rules and regulations of the Host and the State of New Jersey.

**IMPORTANT! Exhibitor Set Up time is 8:00 am—11:00 am.
Set up goes very smoothly when participants ARRIVE ON TIME! Please be prompt.**



**Sunday, September 19, 2020
12 PM - 5 PM
Sussex County Fairgrounds, Augusta, NJ**

FOOD VENDOR REQUIREMENTS

***MUST HAVE A FRANKFORD TOWNSHIP FOOD VENDOR PERMIT - TEMPORARY.** Form is available online at www.frankfordtownship.org. Please contact Frankford Township at 973-948-6453 for further information.
Fee required.

***MUST HAVE A FRANKFORD TOWNSHIP FIRE SAFETY PERMIT (for an open flame and /or outside vendors with a tent larger than 900 sq. ft. and have more than a 30 foot side).** Form is available online at www.frankfordtownship.org. Please contact Frankford Township at 973-948-7592 for further information.
Fee required.

***MUST HAVE A FOOD HANDLER CERTIFICATION**

***MUST APPLY TO SUSSEX COUNTY DEPARTMENT OF ENVIRONMENTAL & PUBLIC HEALTH SERVICES.** The application is available on-line at www.sussex.nj.us. Go to form center and proceed to Department of Environmental and Public Health Services. Look for the **Application Farmers' Market /Temporary Event Food Vendor**. The Public Health office is located at 201 Wheatsworth Road, Hamburg, NJ 07419. Phone: 973-579-0370. Email: schealth@sussex.nj.us. **Fee required.**

ADDITIONAL FRANKFORD TOWNSHIP REQUIREMENTS

*All food vendors must post their (1) Food Handler Certification, (2) County Board of Health License, and (3) Fire Permit if applicable.

*At least one certified food handler must be present in food booth during hours of operation.

*Food vendors who cook and have seating in the immediate area must have an Ansel fire suppression system.

*All tents, canopies, tarps, etc. must be of approved fire retardant material.

OF SPECIAL NOTE

PEPSI IS THE OFFICAL SOFT DRINK SPONSOR AT THE SUSSEX COUNTY FAIRGROUNDS. All vendor soft drinks and beverages must be Pepsi products and NEWLY purchased from Pepsi. Please contact the fair's Pepsi rep, Greg Walsh, at 201-538-8325.

Sussex County Chamber of Commerce
120 Hampton House Road, Newton, NJ 07860
Phone: 973-579-1811 **Fax:** 973-579-3031 **Email:** mail@sussexcountychamber.org
www.sussexcountychamber.org

