

**HENRY COUNTY AGRICULTURAL SOCIETY, INC.  
HENRY COUNTY FAIR**

Mailing Address: P.O. Box 387  
Napoleon, OH 43545  
Phone: 419-592-9096  
E-Mail: secretary@henrycountyfair.org

Physical Address: 821 S. Perry Street  
Napoleon, OH 43545  
Fax: 419-592-9986  
Web: www.henrycountyfair.org

**2023 -- NEW MERCHANT ONLINE APPLICATION**

**NOTE:** If your application is accepted, it will act as your contract.

VENDOR LIC # \_\_\_\_\_

Contracts are not transferable. Keep one copy of this form for your records. (Required by Ohio Law)

**FAIR DATES: AUGUST 10 thru AUGUST 17, 2023**

NAME:	PRIMARY PHONE:
ADDRESS:	SECONDARY PHONE:
CITY/STATE/ZIP:	E-MAIL:
CONTACT NAME:	FAX:

**BOOTH SPACE REQUEST:**

Inside South Merchant Building Space (if available)	_____ @ 150.00/space	\$ _____
(Grandstand, if available, is \$200 per space)		
Outside space front footage needed:	_____ feet @ 15.00/ft	\$ _____
(\$150 minimum (10 feet), then in 5 ft. increments)		
Tent (Contact for price)      Size needed _____		\$ _____
Additional Worker full fair passes (2 free passes included per contract)	_____ @ 15.00	\$ _____
Worker daily passes	_____ @ 5.00	\$ _____
Other _____		\$ _____

**TOTAL CONTRACT** \$ \_\_\_\_\_  
**SEND NO PAYMENT WITH APPLICATION**

**Payments Due:**

1) Deposit 50% of Total Contract      DUE: **Upon acceptance of application**      \$ \_\_\_\_\_

Deposit required to hold a booth. No deposits returned if canceled after July 1, 2023

2) BALANCE DUE August 9, 2023      \$ \_\_\_\_\_

Items to be displayed, sold or advertised must be listed here, or a menu is acceptable. (Only items listed will be permitted): \_\_\_\_\_

**CERTIFICATE OF LIABILITY INSURANCE for 1 million dollars is required of all merchants.**

(see page 2 for additional information).

LESSEE: \_\_\_\_\_ FOR THE HENRY CO AGRICULTURAL SOCIETY

(SIGN HERE)

(SIGN HERE)

**FOR AG SOCIETY OFFICE USE ONLY**

Date Received	Amount Paid	Check Number	Receipt Number		Date Received	Amount Paid	Check Number	Receipt Number

**INSURANCE EXPIRES ON:** \_\_\_\_\_

# NEW MERCHANT ONLINE APPLICATION

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This privilege is accepted upon condition that the business stated is to be conducted in accordance with the Rules and Regulations of the Society and further that the Purchaser of this Contract pledges and offers to the aforesaid Society any and all structures accepted or erected by him or them, all goods, implements or appurtenances which are used in transacting the business to which this privilege pertains, as a Guarantee for the payment of the sum herein stated, and in the case of such forfeiture, said Society shall have the privilege of offering the same at Public Auction, and apply enough of the proceeds from such sale to the discharge of the amount due. The location for said privilege to be assigned by the Merchants Committee, and the business of running such privilege to be conducted to the satisfaction of the Merchants Committee. Retention of this Contract on the part of the purchaser will be taken as evidence of acceptance. Society assumes no responsibility for the loss or damage of Lessee's property. Contract is subject to Lessee securing license from Department of Agriculture of this State (if required).

**INSURANCE:** The Lessee, at its own cost and expense, shall obtain liability insurance covering their operations (listing the Henry County Agricultural Society, Inc. (Henry County Fair) as an additionally insured party for the days you will be on our grounds which are the subject of this agreement. Such liability insurance shall cover both injury and property damage liability and shall provide a limit of coverage of not less than \$1,000,000.00 per occurrence.

The **Lessee shall attach to this contract a certificate of insurance** verifying the existence of the above insurance. "Failure on your part to provide evidence of a current and valid liability insurance policy will preclude you from participation in this event!"

**INDEMNITY:** The Lessee assumes liability for and shall indemnify, protect, save and keep harmless the Lessor, its agents and servants from and against all losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements, including legal expenses of whatsoever kind and nature imposed upon, incurred by, or asserted against the Lessor in any way relating to or arising out of this lease or the use of the equipment. The indemnities contained in this section shall continue in full force and effect, notwithstanding the termination of this lease.

**INSPECTION:** The agents of the Lessor may, at any time, inspect the property and the manner in which it is being used.

**RETURN:** At the end of the term of this lease, the Lessee shall return the property in as good condition as when received, reasonable wear and tear excepted.

**Mail deposit check upon acceptance of application payable to:**

**Henry County Agricultural Society, Inc.**  
PO Box 387  
Napoleon, OH 43545

# WELCOME TO THE 170th HENRY COUNTY FAIR

## Merchant Contract Attachment

**FAIR DATES:** AUGUST 10-17, 2023

**FAIR HOURS:** 7 AM – 11 PM

**FAIR OFFICE HOURS:** WEEKDAYS, July 26 – August 4, 2023: 11 AM – 7 PM

SATURDAYS, July 29 & August 5, 2023: 9 AM – 12 PM (NOON)

EVERY DAY August 7 – 17, 2023: 8 AM – 8 PM

And August 18, 2023: 8 AM – 5 PM

1. No one is permitted on the grounds before Tuesday, August 8, 2023 without advance permission.
2. Stop in to the fair office to get your worker passes and to find out where your space is located. Please be sure to stay within the boundaries of your space.
3. Worker passes are only available through the fair secretary's office. Full fair "worker's only" passes are \$15.00 and daily "worker's only" passes are \$5.00. All workers need a pass to enter the fairgrounds. If you leave the grounds and return on the same day, you must get a wristband for re-entry. **No refunds** will be given for lost or unused passes.
4. Parking is available in the south lot (across Huddle Road) or east lot (across S. Perry St. (SR 108). Any vehicles illegally parked, in the fire lanes or unauthorized area will be towed at the owner's expense.
5. Deliveries MUST be completed by 10 AM each day and the vehicles moved to the south or east parking lots. Large trucks are to park in the east parking lot.
6. Set-up begins Tuesday, August 9 at 10 AM and should be completed by Wednesday, August 9 at 10 PM. Booths should be manned by 10 AM on Thursday, August 10<sup>th</sup>.
7. We would like a worker present at your booth from 10 AM until 10 PM daily, while buildings are open, throughout the fair.
8. Electrical hook-ups must be done only by an authorized fair electrician.
9. Golf carts (ORV) limited to deliveries prior to 10 AM and must follow all golf cart rules. Golf carts (ORV) must be registered at fair office. A \$50.00 non-refundable permit fee applies. Waiver must be signed and a certificate of insurance stating it is covered while on the fairgrounds must be provided. Permit must be visible on golf cart (ORV) at all times.
10. Supply (stock) truck/trailer permit fee is \$25.00 each. If it is hooked to electricity there may be an additional fee.
11. **NO PETS** are permitted on the fairgrounds during the Fair, unless they are a licensed service animal, or Jr. Fair exhibits only on show day.
12. Please keep the area in and around your space clean at all times. Failure to follow these rules could result in removal from the grounds.
13. Booths may begin to move out at 10 pm on Thursday, August 17<sup>th</sup>. All Merchant booths must be removed by 5 PM on Friday, August 18, 2023.

**Please be aware** of the following Ohio Revised Code Section 1711.12 (concerning) Certain activities forbidden: "... within the fairground, engage in any solicitation more than four feet from a concession or Stand assigned to such person, except that vendors under contract may solicit within the immediate area of a grandstand or coliseum for the purpose of vending food, soft drinks, and souvenirs directly related to the program attraction. Effective Date: 07-01-1983 "

**ALL STATE AND LOCAL HEALTH AND SAFETY RULES AND REGULATIONS MUST BE OBSERVED AT ALL TIMES.**

The Fair Board reserves the right to monitor excessive sound, or product sales by all Merchant Booths. No stand may be set-up outside your rented area. It is understood that if rules are violated or the privilege for which this contract is granted is abused or exceeded, the Board of Directors may revoke this privilege, and shall be the sole judge as to whether such rules or privileges have been violated. Merchants failing to comply with ALL rules will not be invited back. Said Board of Directors shall have the right to close such stand or display, and remove all property of every nature from the grounds of the Henry County Fair without resorting to any proceeding at law, with no refund. Also, the Board of Directors of the Henry County Agricultural Society reserves the right to adjust the placement of exhibition for the overall betterment of the Fair. The Association, its officers, employees and the Henry County Commissioners shall not be liable for any injury or damage to any person or property by any means.